

PD-ABS-574
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STRATEGIC OBJECTIVE GRANT AGREEMENT

BETWEEN

THE UNITED REPUBLIC OF TANZANIA

AND

THE UNITED STATES OF AMERICA

FOR

**CIVIL SOCIETY AND GOVERNMENT ARE
MORE EFFECTIVE PARTNERS IN GOVERNANCE**

DATE: 29 Sept 2002

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Strategic Objective Grant Agreement

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STRATEGIC OBJECTIVE GRANT AGREEMENT

This STRATEGIC OBJECTIVE GRANT AGREEMENT (SOAg) is entered into between the UNITED REPUBLIC OF TANZANIA acting through the Ministry of Finance ("Tanzania Government ") and the UNITED STATES OF AMERICA, acting through the U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT ("USAID").

This STRATEGIC OBJECTIVE GRANT AGREEMENT consolidates activities, which promote "Civil Society and Government are More Effective Partners in Governance". These include, but are not limited to, activities, which have heretofore been funded under portions of the Project Grant Agreements for Tanzania Democratic Governance Initiatives (TDGI) Project.

WHEREAS, the Tanzania Government and USAID (the "Parties") hereby express their continued commitment to the goals of the Project Grant Agreements and the Other Activities specified above i.e., TDGI which promote "Civil Society and Government are More Effective Partners in Governance",

WHEREAS, the Tanzania Government and USAID hereby reaffirm their financial, and other commitments and understandings made pursuant to the Project Grant Agreements and the Other Activities specified above, i.e., TDGI.

WHEREAS, the Parties from this date forward desire to consolidate into this single Strategic Objective Grant Agreement all activities which promote Civil Society and Government being more effective partners in governance, including but not limited to activities which have been funded under the Project Grant Agreements for TDGI, and

UNDERSTANDING that, all prior understandings, implementation letters and implementation arrangements made under TDGI, to the extent not inconsistent with this agreement continue in force,

WHEREAS, in order to focus and strengthen the efforts of the Parties in promoting "Civil Society and Government are More Effective Partners in Governance",

NOW, THEREFORE, the Parties hereto hereby agree as follows:

Article 1: Purpose

Section 1.1 Purpose.

The purpose of this Strategic Objective Grant Agreement (hereinafter referred to as the "Agreement") is to set out the commitments and understandings of the Parties about the Strategic Objective described below in Article 2.1 and Annex 1.

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Section 1.2 Title of the Agreement
The Title of this Agreement is "Civil Society and Government are More Effective Partners in Governance".

Article 2: Strategic Objective and Results.

Section 2.1 Strategic Objective.

The Strategic Objective is "Civil Society and Government are More Effective Partners in Governance." (The "Objective").

Section 2.2 Results.

Activities under this agreement should accomplish, or contribute to, one or more significant results ("Results") which, taken together, are expected to achieve the Strategic Objective. The Results sought under this Agreement are:

1. Targeted Civil Society Organizations (CSOs) More Effectively Represent Public Interests to Government on Selected Issues;
2. Targeted Government Institutions are More Responsive to Public Concerns on Selected Issues; and
3. The Enabling Environment Supports CSO-Government Partnership in Governance.

These results may be only amended by formal written amendment of this Agreement.

Section 2.3. Annex 1, Amplified Description.

Annex 1, attached, describes the program established to achieve the Objective and Results. Within the limits of the definition of the Objective in Section 2.1, Annex 1 may be changed by written agreement of the authorized representatives of the Parties without formal amendment of the Agreement.

Article 3: Contributions of the Parties.

Section 3.1 USAID Contribution.

(a) The Grant: Current Amount. To help achieve the Objective and Results set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants to the Tanzania Government under the terms of the Agreement an amount not exceeding One Million, Nine Hundred and Fifty Thousand United States ("U.S") Dollars (\$1,950,000) (the "Grant"). This represents the first portion of funding pursuant to this Agreement.

Prior funding obligated pursuant to the Project Grant Agreements for the TDGI project, shall remain separate and is not incorporated herein. Estimates of Life of Project funding anticipated under the Project Grant Agreements shall remain in force and any such anticipated amounts not provided to date should be provided in future increments pursuant to this Agreement.

(b) Total Estimated USAID Contribution. USAID's total estimated contribution to the achievement of the Objective and Results over the period of the Agreement, that is from the signing of this Agreement through September 30, 2003 will be twelve million, eight hundred and eighty thousand United States dollars (\$ 12,880,000). Subsequent increments will be subject to the availability of funds to USAID for this purpose and the mutual agreement of the Parties at the time of each subsequent increment to proceed with the program.

(c) Excess Funds. If at any time USAID determines that its contribution under Section 3.1(a) exceeds the amount which, during the current or next U.S. fiscal year, reasonably can be committed for achieving the Objective or Results or for carrying out the activities set forth herein, USAID may, upon written notice to the Tanzania Government, withdraw the excess amount, thereby reducing the amount of the Grant as set forth in Section 3.1(b). Actions taken pursuant to this subsection will not revise USAID's total estimated contribution set forth in 3.1(b), subject to the availability of funds to USAID for this purpose and the mutual agreement of the Parties, at the time of each subsequent increment, to proceed with the program.

(d) Uses of the Grant. The Grant funds may be used to finance foreign currency and local currency costs of goods and services which are associated with the implementation of activities designed to achieve the Results listed in Article 2 above and in Annex 1 hereto.

Section 3.2. Tanzania Government Contribution.

USAID agrees to waive the host country contribution required of the Tanzania Government by USAID policy. The commitment of the GOT for the achievement of this Objective is very strong. With the waiver of the host country contribution, The Tanzania Government agrees, however, to supply in-kind contributions which are judged vital to the achievement of the Objective and Results under this Agreement. Such in-kind contributions may include office space, salaries, operating expenses, and other costs of Tanzania Government institutional counterparts. Although necessary for achieving the Objective, such contributions need not be tracked under this agreement.

Article 4: Completion Date.

(a) The Completion Date, which now applies to all of the activities consolidated under this Strategic Objective Agreement (SOAG), is September 30, 2003 or such other date as the Parties may agree to in writing is the date by which the Parties estimate that all the activities necessary to achieve the Objective and Results will be completed. The Completion Date may be changed by formal amendment to this Agreement or as the Parties may otherwise agree in writing.

b) Except as the Parties may otherwise agree in writing, USAID will not issue or approve documentation, which would authorize disbursement of the Grant for services performed, or goods furnished after the Completion Date.

(c) Requests for disbursement from the implementing agencies shall be approved by the Ministry of Finance, accompanied by necessary supporting documentation prescribed in Implementation Letters, are to be received by USAID no later than nine (9) months following the Completion Date, or such other period as the Parties agree to in writing before or after such period. After such period USAID, at any time or times, may give notice in writing to the Tanzania Government and reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, were not received before the expiration of such period.

Article 5: Conditions Precedent to Disbursement.

Section 5.1. First Disbursement.

Prior to the first disbursement under the Grant, or to the issuance by USAID of documentation pursuant to which disbursement will be made, the Tanzania Government will, except as the Parties may otherwise agree in writing, furnish to USAID in form and substance satisfactory to USAID:

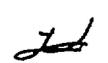
(a) A statement of the name of the person holding or acting in the office of the Tanzania Government specified in Section 7.5, and of any additional representatives authorized to sign documents and communications on behalf of the Tanzania Government other than formal amendments of this Agreement, together with a specimen signature of each person. This condition was satisfied pursuant to the Project Grant Agreements specified above and implementing documents for the other Activities specified above and the representatives named and specimen signatures provided remain in force. If Tanzania Government representative changes or another is added, USAID shall be notified within 45 days. For new activities, this condition shall be satisfied as requested by USAID in writing.

Section 5.2. Notification.

USAID will promptly notify the Tanzania Government when USAID has determined that a condition precedent has been met.

Section 5.3. Terminal Date for Conditions Precedent.

The terminal date for meeting the conditions specified in section 5.1 is 45 days from the date of this agreement or such later date as USAID may agree to in writing before or after the terminal date above. If the condition precedent in section 5.1 has not been met by the above terminal date, USAID, at any time, may terminate this agreement by written notice to the Tanzania Government.



Section 5.4 Continuation of Prior Conditions Precedent and Covenants.

The Tanzania Government will not in any way discontinue, reverse or otherwise impede any action it has taken in satisfaction of any conditions precedent or covenant agreed to in the Project Grant Agreement specified above, or implementation letters related thereto, or to any condition precedent or covenant contained herein, except as USAID and the Tanzania Government may otherwise agree in writing.

Section 5.5 Conditions Precedent to Future Disbursements.

The Parties agree to collaboratively establish conditions precedent to be met prior to the disbursement of future increments of funds under this Agreement if assessment of progress achieved towards the Objective and Results indicate such undertakings are necessary in order to ensure that the Objective and Results specified are achieved under this agreement.

Article 6: Special Covenants.

Section 6.1 Guiding Principles.

The Parties pledge to cooperate fully and use best efforts to achieve the objective, "Civil Society and Government are More Effective Partners in Governance."

Section 6.2 Collaborative Assessment of Progress.

The Parties agree to make available all relevant information to achieve this collaborative evaluation of progress, as more fully described in Annex 1 and Implementation Letters.

Section 6.3 Salaries of Government Officials

The Tanzania Government agrees that no individuals paid salaries from funds provided under this agreement will, at the same time, draw a Government of Tanzania salary.

Section 6.4 Visas, Work Permits and Assignment Approvals.

The Tanzania Government will facilitate the prompt and timely approval and issuance of visas, work permits, and assignment approvals for individuals working for partner organizations receiving USAID financing in the furtherance of the Objective and Results.

Section 6.5 Personnel Exemptions, Privileges and Benefits.

All Personnel under the contract with, or employed by public or private organizations under contract with the Government of the United States of America, or financed by the United States of America, who, not being citizens of or normally resident in Tanzania, are present in the United Republic of Tanzania to perform work in furtherance of the Objectives and Results, shall enjoy the exemptions, privileges and benefits set forth in Paragraph 5(d) of the Agreement of on Economic and Technical Cooperation. dated February 8, 1968, between the government of the

Tanzania Government and the Government of the United States of America, including without limitation the benefits conferred by the Private Motor Vehicle Registration Tax (Technical Assistance Exemption) Order, 1965. Such personnel shall include without limitation employees of institutions, and any other contractor, Tanzania Government, subcontractor or other cooperating agencies of the Government of the United States financed in connection with the furtherance of the Objectives and Results.

Article 7: Miscellaneous.

Section 7.1 Maintenance of Records.

The Tanzania Government shall maintain, or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records and underlying documentation relating to the Project Grant Agreement, Limited Scope Grant Agreement, the agreements for USAID Field Support activities specified above, and this Agreement, as are necessary to show adequately, without limitation, compliance with all of these agreements. Such books and records will be audited regularly in accordance with generally accepted auditing standards, and shall be maintained for three (3) years after the Completion Date.

Section 7.2. Inspection and Audits.

The Tanzania Government will afford authorized representatives of USAID the opportunity at all reasonable times to inspect the books, records, and other documents maintained by the Tanzania Government relating to this Agreement. Notwithstanding the provisions of this paragraph, USAID reserves its rights with respect to audits of records, documents, and accounts which will not be infringed by arrangements for audits by the Tanzania Government or by arrangements for audits by independent auditors.

Section 7.3. Implementation Letters.

Project Implementation Letters were issued which furnish additional information about matters related to the Project Grant Agreement, Limited Scope Grant Agreement, and the agreements for USAID Field Support activities specified above. These remain in force. From the date of this Agreement, implementation Letters will be issued pursuant to this Agreement. The Parties may use these Implementation Letters to confirm and record additional understandings and commitments related to this Agreement. Implementation Letters may not be used to amend the text of this Agreement, but can be used to record revisions of exceptions which are permitted by the Agreement, including the revision of elements of the Amplified Description and budget as set forth in Annex I. Signature authority for Implementation Letters shall be delegated to appropriate government units responsible for implementation of this agreement and they shall be approved by the authorized signatory of the Ministry of Finance on behalf of the Tanzania Government. Implementation Letters shall be binding on the Parties unless revoked, modified, or superseded by subsequent Implementation Letters or amendments to this Agreement.

Section 7.4. Communications.

Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or telefax, and will be deemed duly given or sent when delivered to such Party at the following address:

To USAID:

Mailing Address: Director
USAID/Tanzania
50 Mirambo
P. O. Box 9130
Dar es Salaam, Tanzania
Fax: 255-022-2116559

To the Tanzania Government:

Mailing Address: Permanent Secretary
Ministry of Finance
The United Republic of Tanzania
P. O. Box 9111
Dar es Salaam, Tanzania
fax: 255-022-2123924

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

Section 7.5. Representatives.

For all purposes relevant to this Agreement, the Tanzania Government will be represented by the individual holding or acting in the Office of the Permanent Secretary, Ministry of Finance and USAID will be represented by the individual holding or acting in the Office of the Mission Director, USAID/Tanzania, each of whom, by written notice, may designate additional representatives for all purposes other than signing formal amendments to the Agreement. The names of the representatives of the Tanzania Government, with specimen signatures, have been provided to USAID pursuant to the Project Grant Agreements specified above and implementing documents issued pursuant to the agreements for the activities specified above and remain in force until receipt of written notice of revocation of their authority.

Section 7.5 Standard Provisions Annex.

A Standard Provisions Annex is attached to and forms part of this Agreement. Standard Provisions are found in Annex 2

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[Handwritten signature]

IN WITNESS WHEREOF, the United Republic of Tanzania and the United States of America, each acting through its duly authorized representative, have caused this Strategic Objective Grant Agreement to be signed and delivered in their names as of the day and year first above written.

THE UNITED REPUBLIC OF TANZANIA

THE UNITED STATES OF AMERICA

BY: [Signature]

BY: [Signature]

NAME: Gray-S. Ngonye

NAME: Lucretia Taylor

TITLE: Deputy Permanent Secretary

TITLE: Director

DATE: 29 Sept 2000

DATE: 29 Sept 2000

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[Signature]

Strategic Objective Grant Agreement Amplified Description

I. Introduction

This Amplified Description summarizes the activities to be undertaken and results to be achieved with funds obligated under this Agreement. Nothing in this Annex shall be construed as amending any of the definitions or terms of the Agreement.

II. Background

USAID/Tanzania's seven-year Country Strategic Plan 1997-2003 includes five Strategic Objectives (SOs) to achieve the goal of "sustainable economic growth and improved human welfare." As set forth in the Country Strategic Plan, USAID/Tanzania's democracy and governance SO, Strategic Objective Number 3 (SO3), was "Foundation for Transition to Democratic Governance Established". Activities under this SO began with the Tanzania Democracy and Governance Initiative (TDGI) program.

The democratic transition in Tanzania is moving forward and the SO3 Program has had positive results in establishing a foundation for this transition. In 1998, USAID undertook in depth assessments of the process and status of democratization and governance in Tanzania. In view of the findings, USAID revised SO3. The new SO3 approved by USAID/W in 1998 is "Civil Society and Government are More Effective Partners in Governance."

USAID believes that an effective way to address issues in democracy and governance in Tanzania is to place emphasis on building demand, i.e. on strengthening the capacity of civil society to function effectively as advocates in policy making. Enhanced governance will evolve as a result of growing demand on the part of donors, civil society, the media, political parties, and the private sector. It will also depend on the increased capacity of government to address citizen's concerns. A successful governance strategy must take advantage of growing opportunities to support the government's desire to improve its performance and to fight corruption. The optimal approach is one which links state responsiveness to citizen empowerment. This will include working with elected and administrative officials at the regional and national levels to improve capacity to receive and respond to citizens' issues.

Because the principles of democracy and good governance cut across development objectives, USAID/T designed SO3 to be cross-cutting. It will support the intermediate results in the three sectors in which USAID resources are concentrated-- health, environment and the private sector. Improved governance and enhanced capacity in civil society, and threshold issues such as women's rights and enforcement of anti-corruption will support the objectives of each Strategic Objective and will create a better environment for development in Tanzania, generally.

III. Funding

Since 1995, USAID provided over \$ 9 million under SO3 through TDGI. Ongoing TDGI activities are combined under this Agreement which provides \$12,880,000 over the period 2000 – 2003. An illustrative budget is presented in Annex 1A of this Amplified Description.

IV. Results To Be Achieved/Results Framework

SO3: CIVIL SOCIETY AND GOVERNMENT ARE MORE EFFECTIVE PARTNERS IN GOVERNANCE

There are three Intermediate Results (IRs) that are necessary to achieve this Strategic Objective:

IR 3.1 Targeted CSOs More Effectively Represent Public Interests to Government on Selected Issues.

With support from SO3, targeted Civil Society Organizations (CSOs) at national and local levels will gradually and systematically increase capacity to play a more active role as partners with the government in democratic governance. These CSOs will act as representatives of community interests through consultative mechanisms in public policy and program deliberation, decision making, oversight, and conflict resolutions. Individually or in networks, CSOs will function with increased capacity to plan, manage, and sustain advocacy programs, and operate on democratic governance principles.

SO3 will support activities to enhance the capacities of selected CSOs in a variety of ways to represent and articulate the interests of the public more effectively. The CSOs targeted will include those interested in health, natural resources management and the private sector and those addressing issues of women's rights and anti-corruption. Of these CSOs, some will be inexperienced, others will be somewhat more experienced with fewer needs, while still others will be established and able to provide services to other organizations.

IR 3.2 Targeted Government Institutions are More Responsive to Public Concerns on Selected Issues

SO3 support for government agencies at the national and local levels will enable them to become more responsive to the expressed needs of the public. The Team will work with government units to improve policy analysis and to increase the level of stakeholder participation in policy deliberations.

IR 3.3 The Enabling Environment Supports CSO-Government Partnerships in Governance

SO3 will promote evolution of the legal and political framework to enhance government - civil society partnerships that can resolve problems and implement public policy. It will identify constraints to building effective partnerships and support the government's

efforts to implement reforms necessary to create the conditions for good governance, transparency in governmental affairs, and democratic consolidation in the long-term. Such reforms are underway in the areas of justice and rule of law, in the civil service and public sector, in government budgeting, environmental policies, HIV/AIDS policies, and the National Action Plan for combating corruption.

V. Illustrative Activities and Activity Selection

Linkages between Democracy and Governance and Mission's Strategic Objectives:

DG Issues in Health Sector (SO1) Program: USAID's health sector SO statement is, *Increased Use of FP/MCH & HIV/AIDS Preventive Measures*. USAID's support in the health sector focuses on voluntary sector programs that emphasize the promotion of public/private partnerships at the district level. These partnerships are building capacity to advocate and support activities leading to positive behavior change in reproductive and child health practices and prevention of HIV/AIDS transmission. Some 100 NGOs at the district level are improving their ability to raise awareness among traditional and modern leaders and the public on these fundamental health issues.

While the focus of SO1's voluntary sector health program is to build advocacy alliances at the district level, it does not work with coalitions at the national level. In fact, very few coalitions exist that are able to advocate for health issues nationally. National level health coalitions need to be strengthened to raise health issues with government policy makers, the legislature, as well as providing education in reproductive health issues to the public at large. SO3 will undertake an assessment of the capacity and potential for health NGOs to build national coalitions and work with SO1 to build networks between local concerns and national level advocacy groups.

Another specific area for SO3 work in health is the legal and policy environment for tackling the HIV/AIDS pandemic. A national policy for HIV/AIDS was first drafted in 1995. In 1999, stakeholders reached consensus that it be adopted as national policy but since then there has been little progress. SO3 will work with CSOs to advocate for the adoption of HIV/AIDS policy. It will also support a review of the current legal framework that affects those suffering from the impact of HIV/AIDS to assess the need for legal reform.

DG Issues in Natural Resources Management (SO2) Program: USAID's SO statement for the environmental sector is, *Improved Conservation of Coastal Resources and Wildlife in Targeted Areas*. In this natural resources program, SO3 will provide capacity building for local groups (CBOs and NGOs) to enable them to represent their members on land tenure problems, access to natural resources, and in policy formulation. These activities will include providing environmental education to strengthen capacity to lobby for and participate in the legislative reform of the Wildlife Policy. The targeted communities are those in and around Tarangire, Lake Manyara National Parks and Ugalla Game Reserve. SO2 partners will take responsibility for implementation of this activity.

SO2 works closely with GOT partners in the Ministry of Natural Resources to improve its policy analysis capacity and supports reform of the Wildlife Policy of Tanzania and the Integrated Coastal Management Policy. SO3 will expand USAID's work with specific units to strengthen analytical capacity and establish mechanisms for discussions with stakeholders. These units include the Tanzania National Parks Authority (TANAPA) and the Wildlife Division of the Ministry of Natural Resources and Tourism, the Division of Environment and the National Environmental Management Council (NEMC).

DG Issues in Private Sector (S04) Program: USAID's private sector SO statement is, *Increased Micro and Small Enterprise participation in the Economy*. This program will support business associations at the national level to enhance their participation in the formulation of policies that affect the private sector. Currently, many of these associations have weak advocacy and lobbying skills. The private sector program will work with SO3 to identify national associations that have the potential to articulate and lobby for their members and to strengthen capacity. Additional opportunities may arise to support policy formulation and reform as the Results Framework for the private sector program is refined.

VI. Roles and Responsibilities of the parties

All activities to be carried out under this strategic objective agreement will be implemented by USAID in collaboration with partners in the NGO community, and the Government of Tanzania.

VII. Monitoring and Evaluation

The SO3 Performance Monitoring Plan (PMP) will provide the basis for ongoing assessment of progress toward the achievement of SO3 program goals and objectives as set forth in the Results Framework. The PMP will set out indicators and targets to allow for efficient tracking of results. The PMP will also set forth guidelines on performance monitoring by SO3 Program activities and partners. Measures of performance will be based on several sources, including information systems of GOT partner organizations, USAID and other donor-financed studies, and SO3 program activity reports. In support of the SO3 PMP, all activities managed and/or funded under this Agreement will include monitoring and reporting requirements to allow evaluation of activity results and overall SO3 performance targets. The SO3 Program PMP will be approved by the GOT and USAID by Implementation Letter.

**Annex to the Amplified Description
Financial Plan**

Strategic Objective Grant Agreement Illustrative 4-year Budget (U.S. \$)

	Obligated prior to this Agreement	Obligated under this Agreement	Field Support	Total FY 2000 Funding	Total Funding to date	Life of Agreement Funding
Tanzania Democratic Governance Initiative ¹	\$8,545,803					
Electoral Observation Initiative ²	\$500,000					
TOTAL	\$9,045,803					
This Agreement ³						
IR3.1 Targeted CSOs Strengthened		\$780,000	\$0	\$780,000	\$780,000	\$5,152,000
IR3.2 Targeted GOT Units Strengthened		\$585,000	\$0	\$585,000	\$585,000	\$3,864,000
IR3.3 Enabling Environment		\$487,500	\$0	\$487,500	\$487,500	\$3,220,000
Administration ⁴		\$97,500	\$0	\$97,500	\$97,500	\$644,000
TOTAL		\$1,950,000	\$0	\$1,950,000	\$1,950,000	\$1,880,000

Footnotes:

¹ Obligated under Project No. 621-0182 during period FY 1995 - 1999.

² Obligated under Project No. 621-0184 during FY 1995.

³ USAID's total estimated contribution to this Agreement will be \$12,880,000. This first increment of the USAID contribution is \$1,950,000.

Subject to the availability of funds, an additional \$10,930,000 will be provided during the remainder of the period of the Agreement.

⁴ The line item "Administration" will be used to finance personnel; monitoring and evaluation; audit; procurement of commodities and services; and other costs related to the administration of the SO3 Program.