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USAID em CABO VERDE
EMBAIXADA AMERICANA



(INTERNATIONAL ADDRESS)

USAID/Praia
C.P. 201
Praia, Cabo Verde

(U.S. MAIL ADDRESS)

Praia (ID)
Dept. of State
Washington, D.C. 20520

LIMITED SCOPE GRANT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
ACTING THROUGH
THE AGENCY FOR INTERNATIONAL DEVELOPMENT (A.I.D.)
AND
THE GOVERNMENT OF THE REPUBLIC OF CAPE VERDE

- 1. Project Title: Human Resources Development for Africa
- 2. A.I.D. Project Number: 698-0463.55

The above-named parties hereby mutually agree to carry out the Project described in this Agreement in accordance with (1) the terms of this Agreement, including any annexes attached hereto, and (2) any general agreement between the two governments regarding economic or technical cooperation.

- 3. Amount of AID Grant: \$200,000
- 4. Grantee Contribution to the Project (As stated in Annex A)
- 5. Project Assistance Completion Date: September 30, 1995

6. Appropriation: 72-1181014

7. Budget Plan Code: GSAA-88-21655-KG12

8. This Agreement consists of a title page, Project Description (Annex A), and Standard Provisions (Annex B.)

For the Government of
Cape Verde

Jose Luis Rocha
Director, Bilateral Cooperation
Ministry of Planning and
Cooperation

For the Government of
The United States of
America

Willie C. Saulters
Acting A.I.D. Representative
USAID/Cape Verde

Date: 29-07-88

Date: 29-07-88

BEST AVAILABLE DOCUMENT

THE PROJECT DESCRIPTIONA Project Purpose

To assist the Government of Cape Verde to meet priority requirements for managerial and technically skilled manpower. Both men and women will receive training in fields related to economic and social development, economics, energy, and management.

B

Project Description

Training may include academic and technical long- and short-term training in the United States or in third-country and in-country seminars, workshops and special courses. Academic in-country training cannot be financed under this project. Training opportunities for women and private entrepreneurs will be encouraged.

1. U.S. Long-Term Academic Training

Academic training in the United States will be at the master's level, except in special cases where bachelor's degrees can be justified. Individual training programs should generally not exceed three years in duration. The approval of the degree-granting institution and travel and support by the grantee will be arranged in advance.

2. Third-Country, Long-Term Academic Training

Academic training in Africa and other third countries may be at any level. However, individual training programs should normally not exceed three years in duration. Training will be supported in the same areas as long-term U.S. and encouraged whenever possible as an alternative to U.S. training.

3. Short-Term U.S. and Third-Country Training

This category covers short-term training activities, generally non-degree work, in the U.S. and third countries. These programs are generally for less than six months duration and will support development activities in the public and private sectors.

4. In-Country Training

This category of training supports short-term workshops, seminars, and other training activities which strengthen national and regional development objectives. These activities will be encouraged for both national, and when possible, regional audiences.

C. Fields of Study

Training programs financed under this project are for subject matters directly related to priority areas which will contribute to the economic and social development of the grantee as identified in the long-term Country Training Plan. Illustrative Subject Matter areas include the following:

- Cooperatives/Public Sector Management;
- Civil Engineering/Environmental Engineering;
- Forestry/Fisheries/Natural Resource Planning;
- Family Planning
- Rural Development/Social Anthropology;
- Communications;
- Public Administration, Project Management and related disciplines in supply, procurement, accounting and other areas supporting rural development oriented programs;
- Applied Economics;
- Educational Economics/Educational Technology;
- Development of Small and Medium-sized Private Enterprises
- Business, Industry, Finance and Trade
- Special technical training relative to private enterprise

2. Types of Training Programs: Priority will be given to finance the following types of training programs:

(I) Training in African institutions and centers for professional and continuing education on a scheduled basis. This includes courses given by the private sector, international organizations and third-country institutions.

(II) Special courses designed to meet unique regional needs to be arranged through African regional or country institutions on an ad hoc basis including seminars and conferences.

(III) Short training courses in the U.S. such as those offered by USDA and universities specializing in development of qualified professionals who need special technical or observation programs, seminars or conferences and training arranged by non-governmental organizations for private sector development.

(IV) In-country training consisting of short-term, non-academic programs in the host country, targeting groups including women and private sector entrepreneurs which are otherwise difficult to place in other training programs.

D. Selection Criteria for Candidates

Training will be primarily for personnel of public and private sector institutions who meet one or more of the following criteria:

- a. Training for a non-project activity in one of the priority or critical development areas which contribute to achievement of an A.I.D. program or strategy objectives.
- b. Training of trainers to provide the broadest possible multiplier effect.
- c. Training to upgrade special skills of personnel in either the public or the private sectors in subject areas that will contribute to long-term development.

All candidates for long-term, U.S. training under this project must be approved by representatives of the parties to this agreement before placement in a U.S. university is sought. Priority should be given to candidates who have not received training in the United States.

E. First Year Program

In accordance with mutually agreed upon training plans and within the limits of initial year funding made available under the project, the Grantee may select candidates for training in any of the fields of study identified in section C.1.

F. Subsequent Year Programs

In the event any additional or incremental funding may be made available by amendment to this agreement, such amendment will identify and specify the understandings of the parties with respect to any such incremental funding. Training programs for the immediate future will be concentrated in those fields of study, interests and location as may be mutually agreed upon by the Grantee and A.I.D. Representatives of A.I.D. and the Grantee will meet at least once a year to revise and determine priority fields of study and the locations. The Grantee will submit an annual training request identifying training activities proposed for funding. This written request will form the basis for deliberations concerning ongoing and new training activities.

G. Financial Plan

1. A.I.D. Contribution

A.I.D.'s contributions to the project will be made in increments. The initial increment is made in accordance with block 3 of the Title Page of this agreement. Subsequent increments will be subject to the availability of A.I.D. funds for this purpose and to the mutual agreement of the Grantee and A.I.D., at the time of each subsequent increment, to proceed. Each increment will fully fund the agreed training programs prior to the beginning of the activities.

A.I.D. will provide two hundred thousand dollars (\$200,000) for participant (U.S. and third-country) and in-country training programs as mutually agreed upon. A.I.D.'s FY 88 contribution will cover costs for participant training and in-country training.

2. Grantee Contribution to the Project

The Grantee agrees to provide the following standard benefits to each participant:

- (a) domestic travel from home point of departure before international travel and from point of arrival to home after international travel;
- (b) salaries of participants while in training; and
- (c) other costs incidental to training conducted in-country.

The equivalent dollar amount of the contribution is to be specified following a final agreement between the GOCV and USAID on a Country Training Plan for FY 1988 HRDA funding.

3. Illustrative Training Budget

1. Long-term U.S.	U.S. Dols	70,000
2. Short-term U.S.		20,000
3. Long and short-term Third Country		80,000
4. In-Country		30,000
	TOTAL	<u>U.S. Dols 200,000</u>

This agreement may be modified as required from time to time to reflect changes in the priority focus of training by mutual agreement between the grantee and A.I.D.

H. Evaluation

1. Within thirty (30) days of their return from training, the Grantee will assure that trainees provide to the sponsoring national entity and A.I.D., a written statement explaining the training they took and its developmental impact, and their general impression of the training courses taken.
2. A.I.D. and the Grantee intend to appraise training programs on an annual basis so as to ascertain whether appropriate training was provided and whether that training furthered project or sectoral goals. Each party shall supply all personnel, data and documentation needed for the evaluation. The evaluation shall include an analysis of the data on the returned participants in order to improve the selection of future candidates and assist in the design of new programs and any subsequent year training plans.

I. Procurement

1. The source and origin of goods and services financed by A.I.D. under the project shall be in accordance with Handbook 1, Supplement B, Procurement Policies. Authorized third-country training is to be provided in accordance with A.I.D. Handbook 10, Participant Training.
2. Location of training institutions are limited to those in the United States, in the country of the Grantee, other African countries, and other countries of the world included in A.I.D. Geographic code 899.

J. Representatives

The Grantee's responsible agency shall be the Ministry of Planning and Cooperation. The undersigned representatives of the parties of the agreement are empowered to sign documentation relevant to this project. The Grantee shall, by written notice to A.I.D. designate any other authorized representatives for the purposes of this project and shall supply specimens of their signatures. A.I.D. is entitled to act on the written authority of all such designated representatives until receipt of written notice withdrawing such designation.

K. Amendments

This agreement may be modified by the mutual agreement of the parties in writing.

STANDARD PROVISIONS ANNEX

- A. Reference to this "Agreement" means the original Project Agreement as modified by any revisions which have entered into effect. Reference to "cooperating country" means the country or territory of the Grantee.
- B. (1) AID will make available the amount specified in Block 3 of this Agreement, as necessary for the Project, as may be further described in Annex A.
- (2) The Grantee will make available the amount specified in Block 4 of this Agreement, as necessary for the Project, as may further be described in Annex A. The Grantee will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the Project as specified in Annex A.
- C. AID and the Grantee may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Agreement.
- D. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the parties pursuant to this Agreement shall be made on or before the Project Assistance Completion Date, or amended date. A contribution of goods or services shall be considered to have been made when the services have been performed and the goods furnished as contemplated in this Agreement. Disbursement of funds may take place after final contributions have been made, but AID shall not be required to disburse funds hereunder after the expiration of nine months following the estimated Project Assistance Completion Date (Block 5 of this Agreement) or any amended Project Assistance Completion Date specified.
- E. The procurement of commodities and services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to Project Implementation Orders (PIOs) issued by AID.
- F. Unless otherwise specified in the applicable PIO or Project Implementation Letter (PIL), the procurement of Commodities imported specifically for the Project and financed with the AID contribution referred to in Block 3 of this Agreement shall be subject to the provisions of AID Regulation 1.
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G. Unless otherwise agreed by the parties or otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 3 of this Agreement shall be in the Grantee, or such public or private agency as it may authorize.

H. (1) Any property furnished to either party through financing by the other party pursuant to this Agreement shall, unless otherwise agreed by the party which financed the procurement, be used effectively for the purposes of the Project in accordance with this Agreement, and upon completion of the Project, will be used so as further objectives sought in carrying out the Project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other pursuant to this Agreement which is not used in accordance with the preceding sentence.

(2) Any funds provided to either party pursuant to this Agreement which are not used in accordance with this Agreement, shall be refunded to the party providing the funds.

(3) Any interest or other earning on funds provided by AID to the Grantee under this Agreement will be returned to AID by the Grantee.

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operation hereunder in the cooperating country, is, under laws, regulations or administrative procedures of the cooperating country, liable for customs, duties and import taxes on commodities imported into the cooperating country for purposes of carrying out this Agreement, the Grantee will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

(2) If any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with AID, the Grantee or any agency authorized by the Grantee, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Agreement, are under the laws, regulations or administrative procedures of the cooperative country, liable for income and social security taxes with respect to income which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by any personnel in the cooperating country) or if any firm, not normally resident in the cooperating country, is liable for income, receipts, or other taxes on work financed by AID hereunder, the grantee will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.



J. If funds provided by AID are introduced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder, the Grantee will make such arrangements as may be necessary so that such funds shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

K. AID shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.

L. The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of the Project and for three years after the completion of the Project shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the right of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

M. AID and the Grantee shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

N. The present Agreement shall enter into force when last signed. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 3 and 4 of this Agreement, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property or funds shall remain in force after such termination. In addition, upon such termination AID may, at AID's expense, direct that title to goods financed under the Grant be transferred to AID if the goods are from a source outside the Grantee's country, are in a deliverable state and have not been offloaded in ports of entry of the Grantee's country.

O. To assist in the implementation of the Project, AID from time to time, may issue PILs that will furnish additional information about matters stated in this Agreement. The parties may also use jointly agreed-upon PILs to confirm and record their mutual understanding on aspects of the implementation of this Agreement.

P. The Grantee agrees, upon request, to execute an assignment to AID of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a party to a direct U.S. Dollar contract with AID financed in whole or in part out of funds granted by AID under this Agreement.