No. 16296

UNITED STATES OF AMERICA and KENYA

Grant Agreement—Rural planning project (with annexes). Signed at Nairobi on 30 June 1976

Authentic text: English.

Registered by the United States of America on 27 January 1978.

ÉTATS-UNIS D'AMÉRIQUE et KENYA

Accord de don — *Projet de planification rurale* (avec annexes). Signé à Nairobi le 30 juin 1976

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 27 janvier 1978.

GRANT AGREEMENT' BETWEEN THE REPUBLIC OF KENYA AND THE UNITED STATES OF AMERICA (RURAL PLANNING PROJECT 615-0162)

June 30, 1976

Grant No.: AID 615-138-T-0162

Appropriation: 72-11X1023

Allotment: 402-50-615-00-69-61

GRANT AGREEMENT dated the 30th day of June, 1976, between the GOVERNMENT OF THE REPUBLIC OF KENYA ("Grantee") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

Article L. THE GRANT

Section 1.1. THE GRANT. Upon the terms and conditions stated herein, and pursuant to the Foreign Assistance Act of 1961, as amended, A.I.D. agrees to grant to the Grantee, subject to the continued availability of A.I.D. funds and to A.I.D. approval at the time to proceed, for the Rural Planning Project ("Project"), the sum not in excess of two million six hundred forty-eight thousand United States dollars (\$2,648,000), (the "Grant"), to assist in financing the foreign exchange costs of the Project as described in Section 1.2 and further described in Annex A, attached hereto. A.I.D. agrees to provide two hundred sixty-five thousand United States dollars (\$265,000) of its contribution to the technical assistance "pool" for the Ministry of Agriculture, which financing is more fully described in Annex B, attached hereto.

- Section 1.2. Purpose and Utilization of the Grant. The purpose of the Grant is to improve the institutional capabilities within the Grantee's Ministry of Agriculture and Ministry of Finance and Planning to plan, implement and evaluate agriculture and rural development policies and programs. To achieve this end, the Grant will finance, in accordance with the schedules attached as Annex C hereto. two separate technical assistance contracts and related participant training:
- (a) A.I.D. will contribute to a multi-donor "pool" of funds established to finance a contract for technical services between the Government of Kenya ("GOK") and the Harvard Institute for International Development ("HID"). A.I.D.'s contribution to this fund shall be approximately 37.6 percent of the contract price for these services but in no event shall the actual amount exceed \$1,383,000;

¹ Came into force on 30 June 1976 by signature.

- (b) A.I.D. will assist in financing a technical services contract between the Grantee and a U.S. university or consulting firm for the provision of long-term advisory services to the Ministry of Finance and Planning's Rural Planning Unit and associated field staff ("RPU Contract"). Additionally, A.I.D. will assist in financing related short-term consultancies, research and studies, and participant training in amounts not in excess of those stipulated in Annex C.
- Section 1.3. Grantee Resources for the Project. The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

Article II. PROCUREMENTS AND DUTIES

- Section 2.1. HIID CONTRACT PROCEDURES, APPROVALS AND MODIFICATIONS. It is intended that the Grantee will enter into a contract with the Harvard Institute for International Development for the purpose of providing long- and short-term advisory and consulting services to the Ministry of Agriculture. The procedures to be utilized in contracting for the services of HIID will be those employed by the Grantee for the procurement of technical services. The Grantee agrees that, prior to any disbursement of funds by A.I.D. for the purposes of assisting in the financing of the HIID Contract, the contract will be submitted in final form to A.I.D. for its review and written approval. Any modification or amendment to the contract subsequent to this approval shall be subject to the prior written approval of A.I.D.
- Section 2.2. RPU CONTRACT. It is intended that the Grantee will enter into a contract with a U.S. university or consulting firm for the purpose of providing long-and short-term advisory consultancy services, research and studies, and participant training to the Ministry of Finance and Planning.
- Section 2.3. RPU CONTRACT PROCEDURES, APPROVAL AND MODIFICATIONS. The procedures to be utilized in contracting for services under the RPU Contract will be those employed by the Grantee for procurement of technical services. The Grantee agrees that, prior to the execution of a final contract, the proposed contract will be submitted in final form for review and approval by A.I.D. Any modification or amendment to the contract subsequent to this approval, either made before or after execution of the contract, shall also be subject to prior A.I.D. approval.
- Section 2.4. RPU AND RELATED CONTRACTS PERSONNEL AND LOGISTIC SUPPORT. In support of the U.S. technicians financed by the RPU and related contracts for advisory and consultant services, the Grantee agrees to provide the following:
- (a) office facilities and supplies, secretarial and administrative support, and transportation and travel expenses (within Kenya) as necessary for the technicians to efficiently carry out their responsibilities;
- (b) initial duty-free entry of personal or household effects brought into Kenya for the personal use of the technicians serving under this Project and their families (not including such personal or household goods as may be sold by any such personnel in Kenya) within three months from the arrival of the long-term

- resident technicians or their families, whichever is latest. The Grantee will take all appropriate steps to expedite customs clearance of personal effects of contract personnel;
- (c) all other in-country logistical support necessary to fulfill the requirements of the Project.
- Section 2.5. Participants. It is intended that the Grantee and/or the Ministries of Agriculture and Finance and Planning will recruit Kenyan trainees ("Participants") for training at institutions in the United States or at institutions abroad supported by the United States and arrange for the training of the Participants consistent with the Program. Grantee agrees to make such arrangements as are necessary and proper to ensure that the Participants will eventually use their training for the reasonable benefit of Grantee. The Grantee also agrees to pay one-half of the costs of international travel of Participants chosen for training in conjunction with the RPU Contract.
- Section 2.6. COMMODITY PROCUREMENT. None of the funds provided by this Grant will be utilized for the procurement of commodities.
- Section 2.7. Source and Origin. Except as A.I.D. may otherwise agree in writing, the source and origin of contracted services financed by the Grant shall be in the United States.
- Section 2.8. PROJECT EVALUATION. The Parties agree to establish an evaluation program as an integral part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems, in this or other projects; and (d) evaluation, to the degree feasible, of the overall development impact of the Project. To achieve this end, the Parties agree that at a minimum the following reviews and evaluations will be conducted:
- (a) A.I.D. will undertake routine annual evaluations of the Project, which will include work performed under both the HIID and RPU Contracts. This is in addition to periodic reporting by the contractor personnel and continuous monitoring by the A.I.D. Project Manager;
- a special evaluation will be conducted of the HIID portion of the Project by an independent contractor acceptable to the Grantee and HIID. Contractor selection shall be subject to review by interested donors to the HIID Contract. The contractor's report will be submitted and reviewed by all donors to the HIID Contract. The contractor's report will be submitted and reviewed by all donors prior to the expiration of the third year of the HIID Contract, at which time the Grantee, HIID, A.I.D. and the other donors shall determine whether and to what extent the contract should be modified;
- (c) during the third year of the Project the Parties will jointly conduct an evaluation of the RPU technical assistance portion of this Project;
- a comprehensive End-of-Project evaluation will also be carried out by the Parties. Further details as to the nature and extent of these evaluations will be the subject of subsequent Implementation Letters.

Article III. DISBURSEMENTS

- Section 3.1. DISBURSEMENTS HIID AND RPU CONTRACTS. (a) Upon satisfaction of the conditions precedent specified in Section 4.1. below, the Grantee may obtain disbursement of funds under the Grant as A.I.D.'s contribution toward meeting foreign exchange payments to HIID under the HIID Contract. Except as A.I.D. may otherwise specify in writing, A.I.D. will disburse its yearly contributions in equal installments, upon submission to A.I.D. of such documentation as may be prescribed in Implementation Letters, in advance at the beginning of each disbursement period. At the end of each disbursement period and prior to payment of the following period's contribution, the Grantee and A.I.D. will jointly review, inter alia, the performance of HIID during the prior disbursement period for the purpose of adjusting subsequent payments on the basis of this review. "Disbursement Period" shall be defined as a period of approximately ninety (90) days.
- (b) Upon satisfaction of the conditions precedent specified in Section 4.2., below, the Grantee may obtain disbursement of the funds provided for the RPU Contract. In this regard, and except as A.I.D. may otherwise specify in writing, A.I.D. will be authorized to act as the Grantee's designated agent for the sole purpose of effecting direct payment to the Contractor. Such payment will be made upon the receipt of such documentation and in accordance with such procedures and requirements as A.I.D. may specify in Implementation Letters.
- Section 3.2. OTHER FORMS OF DISBURSEMENT. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.
- Section 3.3. Completion of Project Funding. A.I.D. shall not be required to accept requests to obtain disbursements which evidence or contemplate the performance of services for the Project subsequent to December 31, 1980, which date shall be the Project Completion Date. After the expiration of six months following the Project Completion Date, or such other period as A.I.D. may agree to in writing, A.I.D., giving notice to the Grantee in writing, may at any time reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by any necessary supporting documentation in accordance with this Agreement, were not received by A.I.D. before the expiration of said period.

Article IV. Special Conditions and Covenants

Section 4.1. CONDITIONS PRECEDENT TO DISBURSEMENTS FOR THE HIID CONTRACT. Prior to the first disbursement by A.I.D. under the Grant for the HIID Contract, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) a statement of the names of the persons holding or acting in the office of the Grantee specified in Section 7.3. and a specimen signature of each person specified in such statement;
- (b) an executed contract for technical services between the Grantee and HIID;
- (c) executed agreements or other written exchanges between the Grantee and all prospective donors which commit the latter to contribute to the financial "pool" established to finance the HIID Contract.

If the conditions herein stated have not been met within thirty (30) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Grantee. When A.I.D. has determined that these conditions precedent have been met, it will promptly notify the Grantee.

- Section 4.2. CONDITIONS PRECEDENT TO DISBURSEMENT FOR THE RPU CONTRACT. Prior to the first disbursement by A.I.D. under the Grant for the RPU Contract, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:
- (a) a statement of the names of the persons holding or acting in the office of the Grantee specified in Section 7.3. and a specimen signature of each person specified in such statement;
- (b) an executed contract for technical services between the Grantee and a U.S. university, consulting firm or similar institution.
- Section 4.3. Counterparts. The Grantee covenants that, with regard to both the HIID and RPU Contracts, it will provide, except as A.I.D. may otherwise agree in writing, prior to the arrival of the long-term advisors so contracted for, a qualified counterpart for each long-term advisor to work with the advisor on the job and be available for academic training. The Grantee agrees that it will use its best efforts to ensure that counterpart positions will be made available to qualified women applicants on an equal basis to that of men.
- Section 4.4. Institutional Modifications. The Parties recognize the importance of more effectively dealing with the problems of inter- and intra-ministerial cooperation and coordination with regard to policy formulation and implementation on the part of the Ministries of Agriculture and Finance and Planning. The Parties also recognize the importance of the creation of a management systems unit within the Ministry of Agriculture to advise on systems for implementing development plans and conducting ongoing activities. Therefore, in recognition of these institutional requirements, the Grantee covenants that it will, in accordance with its plan, "Development and Management Planning in Agriculture", take all necessary steps to (a) establish a Management Systems Evaluation Unit within the Ministry of Agriculture, (b) reorganize the existing Inter-Ministerial Estimates Working Group, (c) organize the Permanent Secretary of Agriculture's Senior Planning and Management Committee, and (d) utilize a team approach to project design and preparation within the Ministry of Agriculture using project preparation work groups for major new development projects. The Grantee agrees that this reorganization will be institutionalized by July 1977, and that failure to do so will be reflected in A.I.D. evaluations and recommendations forthcoming at that time.
- Section 4.5. Contractor's Work Plans. Within six months from the date of arrival of the first long-term resident advisor for each contractor funded hereunder, the Grantee agrees to furnish to A.I.D. copies of each contractor's long-range work plan.
- Section 4.6. Contractor's Reports. The Grantee agrees to make available to A.I.D. for its review and comment the semi-annual progress reports submitted in accordance with the HIID and RPU Contracts.

Article V. ADDITIONAL COVENANTS AND WARRANTIES

Section 5.1. UTILIZATION OF GRANT. Grantee covenants and warrants that it will use this Grant to finance solely the foreign exchange costs of the Project. No services financed under the Grant shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time for such use.

Section 5.2. Grant Funds. The A.I.D. financing specified in Section 1.2. is to be provided as a grant for use in accordance with this Agreement. Any interest or other earnings on Grant funds disbursed by A.I.D. to the Grantee under this Agreement prior to the authorized use of such funds for the Project will be returned to A.I.D. in U.S. dollars by the Grantee.

Section 5.3. TAXATION. The Grantee shall exempt all firms and organizations providing goods and services under this Grant (other than those having a permanent place of business in Kenya) and all non-citizen advisors furnished under this Agreement from the payment of income taxes and social security contributions in respect of emoluments received for services rendered for the Project. If any such firms or organizations (other than those having a permanent place of business in Kenya) or if any such personnel (other than citizens and residents of Kenya), 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 Kenya to provide services which A.I.D. has agreed to furnish or finance under this Agreement, are, under the laws, regulations or administrative procedures of Kenya, liable for income and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, or for property taxes on personal property intended for their own use, the Grantee will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

Section 5.4. Commissions, Fees and Other Payments. Grantee warrants and covenants that in connection with obtaining the assistance to be furnished hereunder, or any action under this Agreement, it has not paid and will not pay or agree to pay, nor, to the best of its knowledge, has there been paid or will be paid or agreed to be paid by any other person or entity, commissions, fees or other payments of any kind, except as regular compensations to Grantee's full-time officers and employees or as compensation for bona fide professional, technical or other comparable services.

Section 5.5. Completeness of Information. The Grantee confirms:

- (a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Project and the discharge of responsibilities under this Agreement; and
- (b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Project or the discharge of responsibilities under this Agreement.

Section 5.6. Continuing Consultation. The Grantee and A.I.D. shall cooperate fully to ensure that the purpose of the Grant will be accomplished. To this end, the Grantee and A.I.D. shall from time to time, at the request or either Party, exchange views through their representatives with regard to the Grantee's plans and performance in implementation of this Agreement and the performance of the HIID and RPU Contractors of their obligations in accordance with this Agreement, the utilization of funds provided under this Agreement, and other matters relating to this Agreement.

Section 5.7. REPORTS, RECORDS, INSPECTIONS, AUDIT. The Grantee will:

- (a) furnish A.I.D. such information and reports relating to the Project and to this Agreement as A.I.D. may reasonably request;
- (b) maintain or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the Project and to this Agreement, adequate to show, without limitation:
 - (1) the receipt and use of services acquired under the Grant;
 - (2) the nature and extent of solicitation of prospective suppliers of services acquired;
 - (3) the basis of award of contracts and purchase orders;
 - (4) expenditure of funds provided under the Grant; and
 - (5) the progress of the Project.

Such books and records will be regularly audited, in accordance with sound auditing standards, and maintained for three years after the date of last disbursement by A.I.D.; and

(c) afford authorized representatives of A.I.D. the opportunity at all reasonable times to inspect the Project, the utilization of services financed under the Grant, and books, records and other documents relating to the Project and the Grant.

Article VI. TERMINATIONS, REMEDIES

Section 6.1. TERMINATION. Either Party may terminate this Agreement by giving the other Party thirty (30) days' written notice. Termination of this Agreement will terminate any obligations of the Parties to provide financial or other resources to the Project pursuant to this Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of this Agreement.

Section 6.2. Refunds. (a) In the case of any disbursement which is not supported by valid documentation in accordance with this Agreement, or which was for services not used in accordance with this Agreement, A.I.D., notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Grantee to refund the amount of such disbursement in U.S. dollars to A.I.D. sixty (60) days after receipt of a request therefor. If the failure of Grantee to comply with any of its obligations under this Agreement has the result that services financed by A.I.D. hereunder are not used effectively in accordance with this Agreement, A.I.D. may require the Grantee to refund all or any part of the amount of disbursements under this Agreement for such services in U.S. dollars to A.I.D. within sixty (60)

days after receipt of a request therefor. The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Grant.

- (b) (1) Any refund under the preceding subsection, or (2) any refund to A.I.D. from a contractor, supplier, bank or other third party with respect to services financed under the Grant, which refund relates to an unreasonable price for services, or to services that were inadequate, will (i) be made available first for the cost of services required for the Project, to the extent justified, and (ii) the remainder, if any, will be supplied to reduce the amount of the Grant.
- Section 6.3. Non-waiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to either Party under this Agreement will be construed as a waiver of any such rights, power or remedies.

Article VII. MISCELLANEOUS

- Section 7.1. IMPLEMENTATION LETTERS. From time to time, for the information and guidance of both Parties, A.I.D. will issue Implementation Letters that will describe the procedures applicable to the implementation of this Agreement.
- Section 7.2. COMMUNICATIONS. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram, cable or radiogram, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Mail Address:

(1) For HIID: Permanent Secretary

Ministry of Agriculture

P.O. Box 30028

Nairobi

(2) For RPU: Permanent Secretary

Ministry of Finance and Planning

P.O. Box 30007

Nairobi

To A.I.D.:

Mail Address: Director

U.S. AID Mission to Kenya

P.O. Box 30261

Nairobi

Other addresses may be substituted for the above upon the giving of notice. The Grantee, in addition, will provide the USAID Mission to Kenya with a copy of each communication sent to A.I.D.

Section 7.3. REPRESENTATIVES. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the Office of Permanent Secretary, Ministry of Agriculture for the HIID Contract and Permanent Secretary, Ministry of Finance and Planning for the RPU Contract. A.I.D. will be represented by the individual holding or acting as Project Manager. Each party may designate additional representatives by written notice. The names of the

representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implemention of this Agreement, until receipt of written notice of revocation of their authority.

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

Government of the Republic of Kenya:

By: [Signed — Signé]¹
Title: Dep. Permanent
Secretary Treasury

By: [Signed — Signé]²
Title: Permanent Secretary
Ministry of Agriculture,
P.O. Box 30028, Nairobi

United States of America:

By: [Signed — Signé]³
Title: Director USAID/Kenya

¹ Signed by C. N. Kebuchi - Signé par C. N. Kebuchi.

² Signed by S. Gathiuni — Signé par S. Gathiuni.

³ Signed by Charles J. Nelson — Signé par Charles J. Nelson.

ANNEX A

PROJECT DESCRIPTION

The purpose of this Project is to improve institutional capabilities within the Ministry of Agriculture (MOA) for agricultural policy and strategy formulation, project preparation and implementation monitoring; and within the Ministry of Finance and Planning (MOFP) to plan and implement a system of decentralized, participatory rural planning units supportive of the MOA's planning and implementation efforts.

Technical advisory services under the MOA portion of the Project will be provided to the Ministry's Development Planning Division and Management Systems Evaluation Unit through a contract between the Grantee and the Harvard Institute for International Development (HIID). The contract services will be funded by a multinational financial pool whose membership consists of: Canada, Germany, the Netherlands, Sweden, UNDP and A.I.D. The Contractor will provide over the projected four and one-half year life of the Project approximately forty-four (44) years of advisory services. The exact number of years of services, as well as the timing of the services, may be the subject of periodic revisions as a result of frequent Grantee/donor evaluations of progress towards achieving project goals. The Grantee will provide at least one counterpart to work with each HIID advisor, and the HIID Contract will allow for approximately fifteen (15) years of foreign training in conjunction with the technical assistance. Short-term consultancies of approximately thirty-six months will also be provided by the HIID Contract.

Specifically, the technical assistance provided by HIID will include assistance to the MOA to enable it to increase its capability to:

- (1) formulate and revise agricultural development strategy;
- (2) undertake commodity analysis and policy planning;
- (3) evaluate and monitor agricultural projects; and
- (4) design and appraise its own management systems.

Technical services for the MOFP (RPU) portion of the Project, to be exclusively financed by A.I.D., contemplate a Grantee contract with a U.S. consulting firm or university. Three long-term advisors, each to serve four (4) years, are currently planned for the MOFP. These advisors will be assigned to the RPU, will be assigned counterparts, and will spend much of their time with these counterparts and other members of the MOFP's planning personnel. Among the services to be performed by the advisors will be the following:

- (1) provide guidance and advice on, and participate in preparation of, the next five-year Kenya Development Plan;
- (2) provide economic advice to the head of the RPU;
- (3) analyze and make recommendations with regard to current training needs and available programs for officials engaged in district development and decentralized planning;
- (4) analyze and make recommendations with regard to improvements in the system for gathering and transmitting information for rural planning and implementation;
- (5) develop guidelines for project selection and preparation at the District level; and
- (6) develop detailed project inventory matrices showing how local development activities and those of central ministries are integrated at the District level.

In carrying out these and other responsibilities it is expected that the advisors will work closely with the various Provincial Planning Offices to prepare these offices to provide improved advisory and training services to District Development Offices.

ANNEX B

Obligations for FY 1976 — "Rural Planning Project"

During the first year of the Kenya Rural Planning Project, A.I.D. will provide \$265,000 to assist in financing technical assistance and other costs in the following approximate amount.¹

Technical Assistance \$265,000

ANNEX C PLANNED OBLIGATION SCHEDULE — "RURAL PLANNING PROJECT"

Subject to the availability of funds and A.I.D. approval at the time to proceed, A.I.D. contemplates it will provide financing for the Project in accordance with the following schedule:

	T.Q.	FY 77	FY 78	FY 79	FY 80
Technical Assistance (RPU Contract)					
1. Senior Rural Develop. Advisor	52	114	80	114	
2. Rural Planning Advisor	24	87	102	93	-
3. Rural Planning Advisor	24	87	102	93	_
Consultants		40	40	40	40
Participants					
Long-Term Academic		9	8	9	9
Short-Term Non-Academic		24	25	24	24
Other Costs (HIID Contract)	_	92	342	369	316
Total	100	453	699	742	389

¹ FY 1976 obligations will form part of AID's contribution to the technical assistance pool financing the HIID contract. [Footnote in the original.]