No. 17320

UNITED STATES OF AMERICA and MALI

Project Grant Agreement for improvement of agricultural officers' training (with annex). Signed at Bamako on 13 May 1977

Authentic texts: English and French. Registered by the United States of America on 24 November 1978.

ÉTATS-UNIS D'AMÉRIQUE et MALI

Accord de subvention d'un projet pour l'amélioration de la formation des agents agricoles (avec annexe). Signé à Bamako le 13 mai 1977

Textes authentiques : anglais et français. Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

PROJECT GRANT AGREEMENT' BETWEEN THE REPUBLIC OF MALI AND THE UNITED STATES OF AMERICA FOR IM-PROVEMENT OF AGRICULTURAL OFFICERS' TRAINING

Dated: May 13 1977

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A.I.D. Project No. 688-0207

PROJECT GRANT AGREEMENT dated between the GOVERNMENT OF THE REPUBLIC OF MALI (Grantee) and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

Article 1. THE AGREEMENT

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described herein, and with respect to the financing of the Project by the Parties. The U.S. contribution will be by Grant.

¹ Came into force on 13 May 1977 by signature.

Article 2. THE PROJECT

[Section 2.1. DEFINITION OF THE PROJECT]. The Project consists of the provisions of the technical assistance, training, goods and services required to construct/renovate, equip, establish, and staff two complete agricultural apprenticeship centers (CAA) to increase the capacity of the Government of Mali to provide well trained polyvalent junior level agricultural technicians.

Annex 1, attached, amplifies the definition of the Project contained in this Section 2.1. Within the limits of the definition of the Project in this Section 2.1, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.3, without formal amendment of this Agreement.

Article 3. FINANCING

Section 3.1. THE GRANT. To assist the Grantee to meet the costs of carrying out the Project, A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed five million United States ("U.S.") dollars (\$5,000,000). ("Grant").

The grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project.

Section 3.2. GRANTEE RESOURCES FOR THE PROJECT. (a) 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.

(b) The resources provided by Grantee over the life of the Project will be not less than the equivalent of U.S. \$1,409,400, including costs borne on an "in-kind" basis.

Section 3.3. PROJECT ASSISTANCE COMPLETION DATE. (a) The "Project Assistance Completion Date" (PACD), which is March 31, 1980,¹ or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof or which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period. In no event will any part of the

1 Should read: "May 31, 1980".

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Grant be disbursed after thirty-six (36) months following the first in-country disbursement, i.e., excluding preliminary disbursements for planning and preparation costs outside the Republic of Mali, without further justification satisfactory to A.I.D.

Article 4. CONDITIONS PRECEDENT TO DISBURSEMENT

Section 4.1. FIRST DISBURSEMENT. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) Evidence of the enactment of the appropriate legal framework officially establishing CAAs as institutions responsible for professional agricultural training in Mali and establishing the career status, rights and responsibilities of CAA personnel; the latter three items to be comparable either to similarly placed teaching personnel or to colleagues working in the Ministry of Education (or other GOM operations) in order to assure the recruitment, retention and maintenance of an experienced and competent training staff;
- (b) An executed contract for engineering design and supervisory services for the Project with a firm acceptable to A.I.D.

Section 4.2. DISBURSEMENT FOR CONSTRUCTION SERVICES AND EQUIPMENT. Prior to disbursement under the Grant, or to issuance by A.I.D. of documentation pursuant to which disbursement will be made, for construction services and equipment, the Grantee will furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) Detailed plans and specifications, bid documents, cost estimates, and time schedules for the construction/renovation for the CAAs, under the project; and
- (b) An executed contract(s) for construction service(s) with firm(s) acceptable to A.I.D.

Section 4.3. NOTIFICATION. When A.I.D. has determined that the conditions precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

Section 4.4. TERMINAL DATES FOR CONDITIONS PRECEDENT. (a) If all of the conditions specified in Section 4.1 have not been met within 90 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 Grantee.

(b) If all of the conditions specified in Section 4.2 have not been met within 180 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 cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

Article 5. SPECIAL COVENANTS

Section 5.1. PROJECT EVALUATION. The Parties agree to establish an evaluation program, further defined in Annex 1, as 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; and (d) evaluation, to the degree feasible, of the overall development impact of the project.

Section 5.2. OTHER COVENANTS. The Parties further agree as follows:

(a) All contracts financed by A.I.D. shall be reviewed and approved in accordance with A.I.D. country contracting policies as set forth in A.I.D. Handbook 11. A copy of said handbook will be made available by USAID for consultation by the Government of Mali.

(b) The Government of Mali shall provide all funds necessary to adequately operate and maintain the CAAs constructed/renovated under the project and shall assure appropriate employment of personnel who have successfully completed their course of instruction at the CAAs.

(c) The Government of Mali shall assure that an adequate number of qualified instructors are employed by the CAAs to assure achievement of the objectives of the project.

(d) Special elements of the curriculum of the CAAs will be designed to train agricultural technicians to relate appropriately to Malian peasant farmers.

(e) The Government of Mali shall assure that the training program and facilities are designed in a manner appropriate for the training of adequate numbers of female agricultural technicians.

(f) The Government of Mali shall assure that appropriate personnel of CAAs and the National Direction of Training and Rural Administration (DNFAR) who have received training in financial management prepare and implement a plan, acceptable to A.I.D., for the restructuring of the financial administration of the CAA program.

Article 6. PROCUREMENT SOURCE

Section 6.1. FOREIGN EXCHANGE COSTS. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the project having their source and origin in the United States, except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex,¹ Section C.1 (b) with respect to marine insurance.

Section 6.2. LOCAL CURRENCY COSTS. Disbursements pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in the Republic of Mali.

Article 7. DISBURSEMENT

Section 7.1. DISBURSEMENT FOR FOREIGN EXCHANGE COSTS. (a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) By submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such

¹ Not printed herein; for the text, see United Nations, *Treaty Series*, vol. 1116, No. I-17267.

goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) By requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

Section 7.2. DISBURSEMENT FOR LOCAL CURRENCY COSTS. (a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. Dollars by purchase. The U.S. Dollar equivalent of the local currency made available hereunder will be the amount of U.S. Dollars required by A.I.D. to obtain the local currency.

Section 7.3. OTHER FORMS OF DISBURSEMENT. Disbursements of the Grant may also be made through such other means as the Parties may agree in writing.

Section 7.4. RATE OF EXCHANGE. If funds provided under the Grant are introduced into the Republic of Mali by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into currency of the Republic of Mali at the highest rate of exchange which, at the time the conversion is made, is not unlawful in the Republic of Mali.

Article 8. MISCELLANEOUS

Section 8.1. INVESTMENT GUARANTY PROJECT APPROVAL. Construction work to be financed under this Agreement is agreed to be a project approved by Mali pursuant to the Agreement between it and the United States of America on the subject of investment guaranties, dated June 9, 1964,¹ and no further approval by Mali will be required to permit the United States to issue investment guaranties under that Agreement covering a contractor's investment in that project.

Section 8.2. 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 or cable, and will be deemed duly given or sent when delivered to such Party at the following addresses:

¹ United Nations, Treaty Series, vol. 530, p. 133.

To the Grantee:

Mail address: Minister of Rural Development Bamako, Mali Alternative address for cables:

To A.I.D.:

Mail address: USAID, American Embassy B.P. 34 Bamako, Mali

Alternative address for cables:

USAID, AMEMBASSY, BAMAKO

All such communications may be in English or in French. If A.I.D. communicates with the Government of Mali in both English and French, the English text is the controlling language. Other addresses may be substituted for the above upon the giving of notice.

Section 8.3. REPRESENTATIVES. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Minister in charge of Rural Development and A.I.D. will be represented by the individual holding or acting in the office of Country Development Officer, USAID/ Mali, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements or the amplified description in Annex 1. 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 implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.4. CONTROLLING LANGUAGE. This Agreement is prepared in both French and English. In the event of ambiguity or conflict between the two versions, the English language version will control.

Section 8.5. STANDARD PROVISIONS ANNEX. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.*

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 Mali:

By: SORI COULIBALY *Title*: Minister of Rural Development The United States of America: By : JOHN GILLIGAN Title : Administrator of AID

^{*} See footnote, p. 327.

ANNEX 1

PROJECT DESCRIPTION

1. Background

Mali is an agricultural nation 80% of whose population earns its livelihood from agriculture. Major efforts are underway throughout the country to increase the productivity of the Malian agricultural sector. This project is intended to complement these efforts, a major focus of which is the improvement of the transmission of modern and relevant agricultural methods and technology to the Malian rural population.

Transmission of agricultural techniques and information in Mali is currently done through special organizations (Actions, Operations, offices) which provide integrated services to the farmer. The key linkage between these organizations and the people are "Junior level agricultural technicians (moniteurs)". These technicians are the point of contact between the government and the farmers in the pre-harvest environment. Analysis has indicated that without increased training, there will be an insufficient number of moniteurs to support the GOM's efforts in the forthcoming decade. An insufficient number of moniteurs are presently trained at three centers for agricultural apprentices and three farm training centers. The conditions of the centers are poor, and the quality of the training imparted inadequate.

2. The Project

Derived from the above situation, the purpose of this project is to increase the capacity of the GOM to provide up to 160 well trained polyvalent junior level agricultural technicians per year (by February 1980). Although the annual output resulting from the U.S. assisted project is lower than the average of 200-250 mid-level technicians per year needed, the IBRD is addressing the problem as well.

To accomplish the purpose, several interventions are necessary. First, the physical plant of two of the training centers will be up-graded. Samé and M'Pessoba are the centers to be so assisted as they are both in an advanced state of decrepitude. Student and faculty facilities will be renovated or replaced, and capacity of the two institutions will be increased from 70 to 160. Equipment, furniture and materials needed to assume adequate training will be provided.

Concurrent with the above efforts, training of faculty in both Mali and other West African countries will be undertaken. Most of the training will be short term, although long term training in administration concentrating on agricultural education and extension for the Directors of the institutions is planned.

A further building block which will contribute to the realization of increased output of quality agricultural technicians will be the improvement of the curriculum at the two centers. At present, the curriculum is outdated and inefficient leading to poorly prepared graduates. To accomplish this element of the project technical assistance will be provided—up to 156 months of work for one agricultural education administration specialist and four agricultural educator-specialists have been programmed. Approximately 18 months of short term consultant assistance will also be provided. The technical assistance cadre will also have teaching and supervisory responsibilities at the two centers. A major output of the technical assistance personnel will be on the job training for center staff.

A final portion of the project activities will concentrate on the establishment of a transportation system sufficient to fully support the needs of the two centers. Vehicles and equipment will be provided as well as a Peace Corps Volunteer who will work with Malian counterparts to establish a viable maintenance and repair program. Management of spare parts inventories will be an important element of this aspect of the project.

The result of the intervention will be the following end of project status:

1. The capacity to train 160 qualified junior level agricultural technicians in the renovated CAAs at Samé and M'Pessoba will exist; and

2. An ongoing curriculum improvement program and effective vehicle building maintenance system will be established by February 1980. Improved management and teaching techniques will be practiced by better trained CAA teachers and more capable program administrators.

The financial resources estimated to be necessary to accomplish the above objectives are articulated in Attachment 1 to Annex 1.

3. Implementation Arrangements

A. Administrative

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The Malian Government entity with responsibility for administering the project is the Division of Technical Agriculture Education and Professional Training (DAEPT) which is located in the Ministry of Rural Development and accountable to the National Direction of Training and Rural Animation (DNFAR). A contractor will be selected for engineering design services and the supervision of all construction contracts. An AID engineer will cooperate to the extent needed with the design and supervision contractor to assure that the project schedules are met. Responsibilities for procurement of vehicles, furnishings and equipment as well as arranging for technical services will be the responsibility of USAID/Mali. The above activities will be closely coordinated with all parties concerned with the project.

B. Evaluation

At the end of each project year the DAEPT and the project leader will conduct a review of program activities and progress to date. A report highlighting accomplishments and problems will be submitted which will provide data for evaluating progress toward achieving the project purpose.

During the project a system will be devised to provide follow-up information on CAA graduates. Alterations in curriculum will be based on data provided by this system.

As needed and at the mid-point of the project a progress report will be prepared by a USAID engineer in collaboration with the design and supervision contractor to measure the progress toward achievement of construction targets. Following this evaluation an in depth evaluation of the progress of the project in meeting its stated objectives will be carried out. This evaluation will serve as the basis for mutual discussions concerning the future direction of the project. An evaluation not later than six months following the PACD will be undertaken to assess the development impact of the project.

Project No. 688-0207

Attachment 1 to Annex 1 as of May 1977

IMPROVEMENT OF AGRICULTURAL OFFICERS TRAINING PROJECT FINANCIAL PLAN (source and application of funding — \$ thousands)

Inputs*	AID contribution	GOM contribution
A. Personnel		
1. Contract Services		
Long-term advisors	797.5	
Short-term advisors	94.0	
2. Staff salaries		492.6
B. Participant Training	77.8	
C. Commodities		
1. Equipment — Samé CAA	246.5	
2. Equipment — M'Pessoba CAA	246.5	
3. Vehicles	226.4	
D. Other Costs		
— A and E Designs and Supervision Services	400.0	
- Construction Contract - Samé	854.4	
- Construction Contract - M'Pessoba	891.2	
— Land Value — Samé		120.0
- Land Value - M'Pessoba		20.8
— Operating Costs**		645.0
E. Contingency/Inflation***	1,165.7	131.0
Total	5,000.0	1,409.4
Gross Contribution	6,409.4	

* 15% variation will be permitted between major line items A, B, C and D so long as no line item is eliminated and AID funds are not increased.

** Consists of student support, equipment and maintenance and farm operating costs.

*** Funds under this line item will be allocated amongst line items Å, B, Č and D to the extent necessary and supported by firm and acceptable budget calculations.

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