

No. 18060

**UNITED STATES OF AMERICA
and
UNITED REPUBLIC OF TANZANIA**

**Agreement relating to a project for agricultural research
(with annex). Signed at Dar es Salaam on 28 and
29 December 1977**

Authentic text: English.

Registered by the United States of America on 14 November 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE-UNIE DE TANZANIE**

**Accord relatif à un projet sur la recherche agricole (avec
annexe). Signé à Dar es-Salaam les 28 et 29 décembre
1977**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 14 novembre 1979.

PROJECT AGREEMENT¹ BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID), AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND THE TREASURY, AN AGENCY OF THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

- PROJECT DESCRIPTION ANNEX A FOREIGN CURRENCY STANDARD PROVISIONS ANNEX
- STANDARD PROVISIONS ANNEX² SPECIAL LOAN PROVISIONS ANNEX

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

- GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE: Feb. 8, 1968³
- ECONOMIC COOPERATION AGREEMENT DATE:
- (OTHER) DATE:

1. Project/Activity No.: 621-0107

2. Agreement No.: 78-4 3. Original or revised No.:

4. Project/Activity Title: Agricultural Research

5. Project description and explanation: (See annex A attached)

6. AID Appropriation Symbol: 72-1181021.3

7. AID Allotment Symbol: 843-50-621-00-69-81

8. AID Financing

- DOLLARS LOCAL CURRENCY

Previous total (A)	Increase (B)	Decrease (C)	Total to date (D)
	1,415,000		1,415,000

- (a) Total
(b) Contract services
(c) Commodities
(d) Other costs

(See page 227 for component breakdown)

9. Cooperating Agency Financing—Dollar Equivalent:

\$1.00=T.Shs. 8.10

- (a) Total
(b) Technical and other services
(c) Commodities
(d) AID trust account financing

(See annex A, section IV)

T. Shs. 30,000 T. Shs. 30,000

¹ Came into force on 29 December 1977 by signature.

² For the text of the Standard Provisions Annex, see "Project Agreement between the Department of State, Agency for International Development (AID), an agency of the Government of the United States of America, and Kabul University, an agency of the Republic of Afghanistan, signed at Kabul on 6 December 1975", United Nations, *Treaty Series*, vol. 1084, p. 111.

³ United Nations, *Treaty Series*, vol. 698, p. 67.

10. Special provisions (*use additional continuation sheets, if necessary*):

This Project Agreement provides FY 1978 funds for personnel services, participant training, commodities and other costs for the Agricultural Research Project. No equipment, machinery or supplies furnished under this ProAg may be removed from the project or transferred for use, either permanent or temporary, outside the project without written agreement of the Mission Director.

11. Date of Original Agreement: December 29, 1977	12. Date of this Revision: Date:	13. Estimated Final Contribution Date: September 30, 1980
14. For the Cooperating Government or Agency: [Signed] Signature: F. ISSA Date: 28/12/77 Title: Principal Secretary, Treasury	15. For the Agency for International Development: [Signed] Signature: RICHARD L. PODOL Date: 29/12/77 Title: Acting Director, USAID/Tanzania	

AID FINANCING. DETAILS OF U.S. CONTRIBUTION BY COST COMPONENT AND METHOD OF IMPLEMENTATION

Cost component method of implementation	Previous total	Increase	Decrease	Total to date
Total		1,415,000		1,415,000
Personnel services				
P.A.S.A.				
Contract		360,000		360,000
Participants				
Direct A.I.D.		10,000		10,000
P.A.S.A.				
Contract		297,000		297,000
Commodities				
Direct A.I.D.		350,000		350,000
P.A.S.A.				
Contract		33,000		33,000
Other costs				
Direct A.I.D.		218,000		218,000
P.A.S.A.				
Contract		147,000		147,000

ANNEX A

I. SUMMARY

The Agricultural Research Project is directed toward developing an effective agricultural research system in Tanzania with emphasis on food crops grown by small farmers. A Project Paper (P.P.) revision was approved by A.I.D./Washington on December 15, 1977. The P.P. revision provides for an expansion of the project activities to include sorghum/millet research along with the maize and food legume research already

underway. The P.P. revision increases the number of contract positions from five to eight and increases the life-of-project funding for participant training, commodities and other costs. The three new long-term project positions are for a Sorghum/Millet Breeder, a Sorghum/Millet Agronomist and a Production Economist. The scopes of work of the three new long-term technicians are as follows:

A. *Plant Breeder (sorghum and millet)*

1. Assist in developing a national sorghum and millet research program;
2. Actively participate in conducting applied sorghum and millet research toward meeting the following goals:
 - a. *Sorghum*. Development of high-yielding sorghum types of short to medium term, of short to medium-height, and resistance to shootfly, stemborer, striga and the usual spectrum of leaf disease; thoroughly study and determine the advantages and disadvantages of hybrids for Tanzania and the development of desirable and acceptable grain types, preferably white carneous grain with high lysine content;
 - b. *Millet*. The development of high yielding dwarf types, short to medium duration and with resistance to ergot, downy mildew and smut; give attention to assure varieties meet local preferences and standards;
3. Develop a cadre of Tanzanians that will meet Tanzanian requirements for sorghum and millet research by giving on-the-job training to research personnel and assist in selecting candidates for United States and third country training;
4. Assist in producing breeder seed of the most promising varieties and supplying the seed to the Seed Multiplication Project for increased multiplication;
5. Be responsible to the Senior Research Officer of the Ministry of Agriculture, Crop Development Division and to the Project Coordinator (Team Leader).

B. *Agronomist (sorghum and millet)*

1. Assist in developing a national sorghum and millet coordinating research program;
2. Actively participate and give guidance and assistance in conducting agronomic research trials at research stations, research sub-stations and village trials on farmers' fields; response will be determined to seed bed preparation, date of planting, fertilization, mechanical and chemical weed control, land fallow, inter-cropping systems and harvesting techniques;
3. Develop and disseminate the most appropriate production packages for sorghum and millet based on the results of research trials;
4. Be responsible to the Senior Research Officer of the Ministry of Agriculture, Crop Development Division and to the Project Coordinator (Team Leader).

C. *Production Economist*

1. Evaluate improved cultural practices developed by research in the commodities under study; this includes maize and grain legumes (cowpeas, beans, soybeans and other minor legumes), sorghum and millet; crop varieties and the cultural practices will be economically examined in terms of advantage to the farmer and the nation;
2. Cooperate with planners and the research team in designing and testing packages of technology (inputs) which will assist in realizing national crop production goals (seed, fertilizer, pesticides, herbicides, tools, energy, credit, etc.);
3. Study national and regional infra-structure (roads, transport vehicles, storage, marketing systems, etc.) which would be necessary to appropriately handle national production goals once they are met;

4. Study pricing policy and price variation to evaluate response of farmers and farm production; suggest necessary adjustments to stimulate production;
5. Establish the existing baseline for production, cultural practices, and inputs; program periodical evaluations to determine the impact and spread of the new technology and recommendations.

II. U.S. GOVERNMENT CONTRIBUTION

A. *Summary.* Subject to the annual availability of funds and mutually satisfactory progress toward project objectives, this project is scheduled to continue through FY 1982. During the period of this project, USAID will provide the services of technicians, commodities, participant training and other costs. This Agreement provides FY 1978 funding for the project. Subject to the conditions specified above, subsequent funding will be added by future Project Agreements.

B. U.S. FY 1978 contribution—\$1,415,000

1. *Personnel services (Contract), \$360,000.* These funds provide for the services of an eight-man research team (\$323,000), 4 person months of short-term consultants (\$28,000) and local secretarial/clerical staff (\$9,000).

2. *Participant training, \$307,000.* The funds are required to fund the following:

- a. 120 person-months of new long-term training (Contract), \$136,000;
- b. 72 person-months of continuing long-term training (Contract), \$76,600;
- c. 85 person-months of third country short-term training (Contract), \$84,400;
- d. A.I.D./W. costs for contract participants (Direct A.I.D.), \$10,000.

3. *Commodities, \$383,000*

- a. 4 project vehicles plus spare parts (Direct A.I.D.), \$50,000;
- b. Farm equipment, spare parts, office equipment, etc. (Contract), \$33,000;
- c. Equipment for Ilonga and substation development (Direct A.I.D.), \$300,000.

4. *Other costs, \$365,000*

a. Direct A.I.D.:

1. Vehicle operations/maintenance, \$14,000;
2. House construction: 3 houses, \$105,000;
3. Household appliances, supplemental furnishings and repairs, \$41,000;
4. Invitational/emergency travel and miscellaneous other small costs, \$10,000;
5. Inflation/contingencies, \$48,000;

b. Contract:

1. Vehicle operations/maintenance, \$22,000;
2. Contract overhead, \$65,000;
3. In-country travel, office and training supplies and miscellaneous other small costs, \$60,000.

III. TRUST ACCOUNT FUNDS

The Trust Account Funds will be increased by T.Shs. 30,000 in FY 1978 for local purchase of parts/equipment and supplies/materials for the project.

IV. GOVERNMENT OF TANZANIA CONTRIBUTION

A. *Summary.* Subject to the annual availability of funds and mutually satisfactory progress toward project objectives, this project is scheduled to continue for approximately five years more. During this period, the Government of Tanzania will provide funds and personnel for this project on a timely basis, as partially outlined in the Second Five-Year Development Plan and successor Plans.

B. *Specific contribution under the FY 1978 Agreement*

1. *For support of U.S. Project personnel.* The United Republic of Tanzania will provide:

- a. Housing and hard furnishings for each U.S.A.I.D.-funded technician in accordance with the terms and standards established by the Government of Tanzania for normal Tanzanian Government employees of equal rank;
- b. A cash contribution of T.Shs. 21,600 per person-year of services for each U.S. project technician funded hereunder to be paid by the Government of the United Republic of Tanzania into a Trust Account in Tanzania in the name of the United States Agency for International Development; payment of the estimated amount of the contribution will be made by the Government of the United Republic of Tanzania upon notification by the U.S.A.I.D. in accordance with the Trust Account Agreement of April 2, 1969, between the United States Agency for International Development and the Government of the United Republic of Tanzania;
- c. Local transport, office facilities, secretarial services, etc., as normally provided for Tanzanian Government employees of a comparable rank.

2. *For support of training opportunities provided by the U.S.* The Government of Tanzania agrees to nominate qualified and suitable candidates; provide in-country transportation; partial salary while in training, and a clothing allowance in keeping with normal Government procedures for U.S.A.I.D.-financed trainees.

3. *For support of Project operation and capital expenditures*

- a. Provide the local currency costs of capital and recurrent costs connected with maintaining and adequately operating the research activities at Ilonga, other research stations and substations and village trials as outlined in annual workplans of the project;
- b. Supply adequate personnel in co-positions (counterparts) with the U.S. technicians to insure effective continuation of the research efforts.

V. GENERAL PROVISIONS

A. The U.S.A.I.D.-financed technicians under this Project will not be subject to transfer or reassignment outside this Project. They will act in an advisory and technical capacity, and will be supervised by the U.S.A.I.D. Project Manager and the Principal Secretary, Ministry of Agriculture or his designee.

B. The vehicles provided by U.S.A.I.D. under this Agreement will be for official Project use only and shall be under the administrative control of the U.S.A.I.D.-financed technicians during the life of the Project. The title to the vehicles will reside with the Government of Tanzania.

C. The personnel and equipment provided under this Project will be utilized exclusively for purposes outlined in this Agreement.

D. *Privileges and immunities.* The personnel provided by U.S.A.I.D. under this Agreement fall within the category of personnel described in section 5(d) of the Agreement for Technical Cooperation of February 8, 1968, between the United Republic of Tanzania and the United States of America. The basic privileges and immunities provided are as follows:

1. Duty-free import privileges of goods for personal use within four months after first arrival in Tanzania, and of one motor vehicle per custom tariff (Remission of Custom Duties) (Technical Assistance Projects and Personnel) Order, 1970;
2. Exemption from the registration tax imposed by the Motor Vehicles Tax, Registration and Transfer Act, 1972 (Exemption Order Government Notice No. 173 of 6 September, 1973, paragraph E of 1st schedule);
3. Currency exchange facilities afforded to officials of comparable rank in the Tanzanian Government;

4. Exemption from taxation or mandatory contribution on the U.S. salary and emoluments;
5. Immunity from Tanzania's national service obligation for employees and their dependents;
6. Immunity from immigration restrictions and alien registration.

E. The U.S.A.I.D.-financed personnel provided under this Project will be protected against criminal prosecution and/or civil action arising from his official position as hereinafter provided:

1. When a criminal prosecution or civil action is instituted against any of the U.S.A.I.D.-financed personnel provided under this Project as a result of his official position or an act done or omitted in the course of his official duties, he will be at liberty to apply to the Principal Secretary of the Ministry of Agriculture for assistance in his defense;
2. The Principal Secretary of the Ministry of Agriculture if satisfied that:
 - a. The act was done or omitted in good faith in the execution of the official duties of the U.S.A.I.D.-financed technician concerned and was not in contravention of any departmental regulation or instruction, or
 - b. That the case is malicious and is brought solely on account of the official position which the technician holds, and
 - c. That it is in the public interest that the technician should be defended at Government expense,will immediately report the matter to the Attorney-General and ask that arrangements be made for the technician's defense;
3. In making reports to the Attorney-General under paragraph 2 above, the Principal Secretary of the Ministry of Agriculture will include certificates in writing along the lines indicated in that paragraph;
4. If the Attorney-General is satisfied that it is proper and just to do so, he will, with the consent of the technician concerned, arrange for his defense; the costs of his defense will then be met by the Government of Tanzania;
5. If in a case in which his defense has been arranged under paragraph 2 above, the technician loses the case and is required to pay any sum by way of damage, costs, fine or compensation, such payment will be met from public funds.

VI. SPECIAL PROVISION

The cooperating Government agency agrees to execute an assignment to A.I.D., upon request, of any cause of action which may accrue to the Cooperating Government agency in connection with or arising out of a contractor's performance or breach of performance of any contract financed in whole or in part out of funds provided by the United States Government under this Agreement.

VII. STANDARD PROVISIONS

Except to the extent modified by the preceding sections of this Agreement or by the February 8, 1968, Agreement for Technical Cooperation between the Governments of Tanzania and the United States of America, the terms and conditions of the Standard Provisions Annex (copy attached) apply hereto.

In addition to the terms and conditions of the Standard Provisions Annex and other terms and conditions specified in preceding sections of this Agreement, the following shall also apply:

It is specifically understood by all parties to this Agreement that Project participants returning from training shall be immediately assigned to the Project. It is further understood that the purpose of training Tanzanian officers is to provide qualified and trained personnel for this Project so that the Government of Tanzania can successfully operate the agricultural research activities by the scheduled completion date of the Project.