

No. 19457

MULTILATERAL

Agreement for phase I of the project for the strengthening of public health delivery systems in Central and West Africa. Concluded on 26 March 1975

Agreement amending the above-mentioned Agreement (Amendment No. 1). Concluded at Washington on 22 June 1976

Authentic texts: English and French.

Registered by the United States of America on 9 December 1980.

MULTILATÉRAL

Accord portant sur la phase I du projet de renforcement des systèmes de prestation des services de santé publique en Afrique centrale et occidentale. Conclu le 26 mars 1975

Accord modifiant l'Accord susmentionné (Amendement n° 1). Conclu à Washington le 22 juin 1976

Textes authentiques : anglais et français.

Enregistrés par les États-Unis d'Amérique le 9 décembre 1980.

AGREEMENT¹ FOR PHASE I OF THE PROJECT FOR THE STRENGTHENING OF PUBLIC HEALTH DELIVERY SYSTEMS IN CENTRAL AND WEST AFRICA AMONG THE UNITED STATES OF AMERICA AND THE WORLD HEALTH ORGANIZATION AND GOVERNMENTS OF CENTRAL AND WEST AFRICA

Effective date: April 19, 1975

Project: 625-11-590-904

AGREEMENT FOR PHASE I OF THE PROJECT FOR THE STRENGTHENING OF PUBLIC HEALTH DELIVERY SYSTEMS IN CENTRAL AND WEST AFRICA

This AGREEMENT is made and entered into on the [26] day of March, 1975,² by and among the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT (hereinafter referred to as "A.I.D."), the WORLD HEALTH ORGANIZATION (hereinafter referred to as "WHO"), and GOVERNMENTS OF CENTRAL AND WEST AFRICA (hereinafter referred to as the "Participating African States").

WITNESSETH THAT:

WHEREAS, scientific medical care and modern concepts of public health have not yet reached the populations of most African countries south of the Sahara, and existing health delivery systems in those countries reach only ten to forty per cent of their respective populations;

WHEREAS, A.I.D., responding to a call for concerted action in eradicating smallpox from the earth by 1975, supported a smallpox eradication and measles control program in the twenty countries of Central and West Africa from 1966 through 1972, and, there is a strong and widely-held conviction that the valuable experience gained

¹ Came into force in respect of the following States and Organization on 17 April 1975 upon definitive signature by the United States of America, the World Health Organization and two Participating African States, in accordance with paragraph XI (A), with effect from 19 April 1975:

| <i>States and Organization</i> | <i>Date of definitive signature</i> | <i>States and Organization</i> | <i>Date of definitive signature</i> |
|--------------------------------|-------------------------------------|-----------------------------------|-------------------------------------|
| Central African Republic | 17 April 1975 | Senegal | 17 April 1975 |
| Chad | 17 April 1975 | Togo | 17 April 1975 |
| Guinea | 17 April 1975 | United Republic of Cameroon | 17 April 1975 |
| Ivory Coast | 17 April 1975 | United States of America | 26 March 1975 |
| Mauritania | 17 April 1975 | Upper Volta | 17 April 1975 |
| Niger | 17 April 1975 | World Health Organization | 26 March 1975 |

Subsequently, definitive signatures of the Agreement were affixed as indicated below, with effect from the respective dates of signature:

| <i>States</i> | <i>Date of definitive signature</i> | <i>States</i> | <i>Date of definitive signature</i> |
|---------------|-------------------------------------|--------------------|-------------------------------------|
| Congo | 23 April 1975 | Sierra Leone | 8 May 1975 |
| Mali | 29 April 1975 | Benin | 9 July 1975 |
| Gambia | 2 May 1975 | Gabon | 17 July 1975 |
| Ghana | 7 May 1975 | Liberia | 15 October 1975 |

² Information supplied by the Government of the United States.

in the successful accomplishments of that program must not be lost, but utilized in the further pursuit of international cooperation and goodwill through support of public health programs in those countries, including assistance geared initially towards improvements in health delivery systems;

WHEREAS, A.I.D., WHO, and the Participating African States have concluded that the speediest, least costly approach to meeting minimum health needs of the populations of those countries requires a unified, integrated concept and coordinated effort to achieve:

- Expansion of health service delivery into rural areas;
- Reorientation of health manpower training toward that objective;
- Improvement and modernization of health planning and management capabilities within ministries of health;
- Improvement in epidemiological, demographic, manpower, and comparative cost data collection and analysis; and
- More equitable distribution of primary (first contact) health services;

WHEREAS, a strategy for achieving those objectives was adopted in principle at a conference held in Brazzaville in February 1973, attended by representatives of A.I.D., WHO, FAC, UNICEF, UNDP, IBRD, and certain of the Participating African States, as well as the two Central and West African subregional organizations, the Organization of Coordination for the Fight Against Endemic Disease of Central Africa (OCEAC) and the Organization for Coordination and Cooperation in the Fight Against Major Endemic Diseases (OCCGE); and

WHEREAS, A.I.D. and WHO have agreed in principle to participation in the coordinated effort contemplated by the strategy developed at the above-mentioned Brazzaville conference and now desire to further assist in the implementation of that strategy by the execution of this Agreement.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide financial and other assistance to the Participating African States for the carrying out of Phase I of the Project for Strengthening Public Health Delivery Systems in Central and West Africa as described in article II of this Agreement.

II. DESCRIPTION OF PROJECT

A. This project represents part of a major attempt to coordinate and rationalize the use of limited African and donor resources with the ultimate goal of extending health delivery services to the populations of Central and West Africa. Through coordinated effort with other donors and regional organizations, the project will develop an effective mechanism for dealing with many of the major health problems of particular concern to the countries of Central and West Africa through (1) coordinated planning, (2) manpower training, (3) development of a prototype health delivery system, and (4) improved demographic and disease collection and analysis.

B. In accordance with the Strategy for Strengthening of Public Health Delivery Systems in Central and West Africa (accepted in principle at the Brazzaville conference of February 1973 by the parties to this Agreement), project outputs will include:

1. Personnel trained and functioning in African health services in the fields of:
 - a. Health planning/evaluation;
 - b. Health management/administration;
 - c. Data collection, tabulation, analysis and utilization;
 - d. Training of health personnel;
 - e. Supervision of health services;
 - f. Epidemiology/disease surveillance.
2. Establishment of low cost effective integrated health delivery system in one or more of the Participating African States.
3. A prototype health and demographic data collection and utilization system developed and utilized in one or more countries.
4. Strengthening of the existing inter-country endemic disease surveillance system.
5. Strengthening of the mechanism for continuing regional health planning and coordination.

C. The project initiates a new concept in multilateral coordination, program management and review, by establishing:

1. A Project Coordination Committee, comprised of one representative from each of A.I.D., WHO, and Fonds d'Aide et de Coopération (FAC), and two representatives from each of the French-speaking and English-speaking groups of Participating African States, to oversee and direct technical and administrative coordination, evaluation, and program revision, and to report on progress; and
2. A Project Review Body, comprised of one representative from each of the Participating African States, the two subregional organizations (OCEAC and OCCGE), and the donor agencies, for the purpose of confirming the coordinating committee's recommendations and apprising interested parties of the program's progress.

D. The project will be implemented in two phases. Phase I will include: (1) operation and further development of the collaborative project coordinating mechanisms described in paragraph II.C above; (2) improvement of health planning/management curricula and teaching methods at appropriate regional training centers; (3) short courses at two regional training centers for a corps of health officials from Participating African States on new concepts in health system planning and management; (4) initiation of a review of existing national health delivery systems and in some cases a redesign of those systems; (5) formulation and updating of national health manpower plans, based upon explicit health objectives; (6) consultant assistance to the Abidjan regional Epidemiological Center for activities in data collection and analysis of personnel training; (7) assistance in the form of equipment and supplies to OCEAC and consultant services to OCCGE for ongoing programs of disease surveillance, training, and data analysis; and (8) planning and preparation for Phase II activities.

E. Outputs expected to be achieved during Phase II of the project include: (1) training and appropriate placement of ten high level and 56 middle level specialists in health planning/evaluation, health management/administration, data collection/analysis, and supervision; (2) training of 500 health personnel with emphasis on delivery of integrated health services; (3) establishment in one or more countries of effective low cost integrated health delivery systems; (4) development and utilization of prototype health and demographic data collection and analysis systems in one or

more countries; (5) an improved inter-country disease surveillance system; and (6) a functioning mechanism for continued regional health planning and coordination.

III. CONTRIBUTION OF A.I.D.

For the purpose of assisting the Participating African States in the carrying out the first year of Phase I of the project, there is hereby granted by A.I.D. an amount not to exceed one million three hundred thousand United States dollars (\$1 300 000).

Except as A.I.D. may otherwise agree to in writing, funds provided under this grant will be used according to the following budget:

| | |
|-------------------------------|-------------|
| U.S. Technical Services | \$652 000 |
| Participant Training | 96 000 |
| Commodities | 472 000 |
| Other costs | 80 000 |
| | <hr/> |
| | \$1 300 000 |

Subject to availability of funds and the successful pursuit of the purposes of this grant, A.I.D. may consider making available additional funds in subsequent year(s) for the continuation of assistance in the carrying out of the project.

IV. USE OF A.I.D. FUNDS

Except as A.I.D. may otherwise agree in writing, the funds made available under article III of this Agreement will be used to finance the following project components:

1. Short courses at two regional training centers for a corps of health officials from Participating African States on new concepts in health system planning and management;
2. Short-term consultant assistance for review of existing national health delivery systems and in some cases redesign of those systems;
3. Short-term consultant assistance for formulation and updating of national health manpower plans;
4. Formulation of detailed plans for expanded planning/management and health manpower training programs at appropriate regional training centers;
5. Consultant assistance to regional training centers in order to improve teaching techniques in ongoing training programs;
6. Consultant assistance to the Abidjan regional Epidemiological Center for activities in data collection and analysis in personnel training;
7. Assistance in the form of equipment and supplies to ongoing OCEAC/FAC/CDC program of disease surveillance training and implementation of data systems; and consultant assistance to a similar program at OCCGE;
8. Operation of the collaborative project coordinating mechanism (except to the extent assistance is to be provided by other donor agencies); and
9. Planning and preparation for Phase II activities.

V. AUTHORITY OF THE PROGRAMME COORDINATION COMMITTEE AND THE REVIEW BODY

The Participating African States hereby agree that the Programme Coordination Committee and the Review Body shall have full authority, subject to the terms of their respective charters, to act as the representatives and agents of the Participating African States for all purposes in the implementation of this Agreement.

VI. DISBURSEMENT OF FUNDS

A. Disbursement of funds granted under article III of this Agreement will be made directly by A.I.D. upon agreement of the Programme Coordination Committee or its duly authorized representative. A.I.D. will normally make such disbursements by issuing subobligating documents for procurement under this Agreement.

B. A.I.D. may, from time to time, issue implementation letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

VII. UNDERTAKINGS OF WHO

WHO hereby agrees to assist in the carrying out of Phase I of the project, *inter alia*, as follows:

1. The WHO Regional Office, Brazzaville, will serve as the base for the Programme Coordinating Committee's Secretariat.
2. WHO will assume responsibility for staffing and support of the Programme Coordinating Committee's Secretariat.
3. WHO will provide support services for those Programme Coordinating Committee and those Review Body meetings to be held at the WHO Regional Office in Brazzaville.
4. WHO will designate a liaison officer who will, in consultation and coordination with the A.I.D. project manager, assist as necessary in the carrying out of the project.

VIII. CONDITIONS PRECEDENT

Prior to any disbursements being made pursuant to this Agreement, the Participating African States shall submit to A.I.D. in form and substance satisfactory to A.I.D.:

1. Evidence of the establishment, along with the respective charters, of both the Programme Coordination Committee and the Project Review Body.
2. Evidence of the establishment and authorities of the Secretariat of the Programme Coordination Committee.
3. Evidence that six (6) of the Participant African States or their authorized representatives have signed or ratified this agreement.

The terminal date for meeting these conditions precedent shall be ninety (90) days from the effective date of this Agreement.

IX. CONTRIBUTIONS AND SPECIAL COVENANTS OF THE PARTICIPATING AFRICAN STATES

1. The Participating African States agree that they will use their best efforts to ensure that the development of low cost effective health delivery systems is, within their respective countries, accorded a top health priority.

2. The Participating African States shall undertake promptly to make such arrangements as are necessary for initiating and implementing this project.

3. The Participating African States will participate in the mechanisms for coordination of the project and will take necessary action to implement the decisions of the coordinating mechanisms in furtherance of the purposes of the project.

4. The Participating African States will undertake reviews of the efficiency and effectiveness of existing health delivery systems in their respective countries.

5. The Participating African States agree to employ in appropriate health activities their respective participants in the regional training center programs after the completion of such training.

6. The Government of Nigeria agrees to maintain its financial support, at existing levels, for the physical facilities, logistics support, and expendable supplies of the training center at Lagos.

7. The Government of the Republic of Togo agrees to maintain its financial support at existing levels, for the physical facilities, logistics support, and expendable supplies of the training center at Lome.

8. Any Participating African State in which is located an institution for training or field practice which is subsequently utilized under this Agreement agrees to maintain its financial support at their existing levels, for the physical facilities, logistics support, and expendable supplies of such institution.

9. The Participating African States agree as follows:

- (a) If A.I.D. or any public or private organization furnishing commodities through A.I.D. financing for operations hereunder in any of the Participating African States, is, under the laws, regulations, or administrative procedures of such State, liable for customs duties and import taxes on commodities imported into that country for the purpose of carrying out this Agreement, such State will pay such duties and taxes unless exemption is otherwise provided by an applicable international agreement.
- (b) If any personnel (other than citizens and permanent residents of the Participating African State) whether United States Government employees, or employees of public or private organizations under contract with A.I.D., or a Participating African State or any other agency authorized by a Participating African State who are present in such Participating African State 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 such State (i) liable for income or 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, (ii) liable for property taxes on personal property intended for their own use, or (iii) liable for the payment of any tariff or duty upon personal or household goods brought into the Participating African States for their own personal use, such State will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

X. MISCELLANEOUS PROVISIONS

A. The Participating African States, WHO and A.I.D. shall consult as frequently as necessary concerning the execution of this Agreement and the implementation of the activities of this Agreement.

B. The Participating African States shall provide all necessary liaison with the Programme Coordinating Committee and the Review Body to effect the degree of cooperation required to achieve the purposes of this Agreement.

C. This Agreement may be revised in writing by mutual consent of the parties.

D. Unless otherwise specified in writing by A.I.D., the procurement of commodities financed with the A.I.D. contribution provided in article III of this Agreement shall be subject to the A.I.D. procurement regulations contained in A.I.D. Regulation No. 1.

E. Unless otherwise specified by A.I.D. in writing, title to all property financed A.I.D. pursuant to this Agreement shall be in the Participating African State in which the property is located.

F. Any property furnished pursuant to this Agreement shall be devoted to the project until completion of the project and thereafter shall be used so as to further the objectives of the project. As between A.I.D. and a Participating African State, 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 party pursuant to this Agreement which is not used in accordance with the preceding sentence.

G. No portion of the funds granted by A.I.D. under this Agreement shall be disbursed after three (3) years from the effective date of this Agreement, unless such date is extended by A.I.D. in writing, and any funds granted hereunder by A.I.D. which remain undisbursed on that date shall revert to A.I.D.

H. The Participating African States will make such arrangements as may be necessary so that funds introduced into their respective countries by A.I.D. or any public or private agency for the purpose of carrying out obligations of A.I.D. hereunder shall be convertible into currency of the Participating African States at the highest rate, which, at the time conversion is made, is not unlawful in the Participating African States.

I. A.I.D. 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.

J. The parties shall have the right at any time to observe operations carried out under this Agreement. Any party including representatives of A.I.D. or the Comptroller General of the United States during the term of the grant and 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, in arranging for any disposition of any property procured through financing by another party under this Grant Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which financed the procurement of the property.

K. Financial Records, including documentation to support entries on accounting records and to substantiate charges to the grant, shall be kept in accordance with generally accepted accounting practices. Such records shall be maintained and neither destroyed nor otherwise disposed of until three (3) years after final payment under this Agreement, or, if questions about expenditures are raised on audit or otherwise within such time, until all such questions have been resolved. If A.I.D. determines that any disbursement or expenditure charged to this grant was not made, used, or applied in a Participating African State in accordance with the terms of this Agreement, that Participating African State agrees to refund to A.I.D. within 30 days after receipt of a request therefor, the amount thereof, provided that A.I.D.'s request is made not later than five (5) years after final disbursement under this grant.

L. WHO, A.I.D. and the Participating African States shall keep each other currently informed as to the status, including the planning and implementation of the project, and will submit such reports relating thereto as any party may request or as otherwise may be appropriate.

M. Any party may terminate this Agreement by giving the other parties thirty (30) days written notice of intention to terminate it. Termination of this Agreement by A.I.D. or WHO shall terminate any obligations of any of the parties to make contributions 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 the Agreement. Termination of this Agreement by one of the Participating African States shall terminate the obligations of that State to make contributions 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 the Agreement. It is expressly understood that all other obligations under this Agreement shall remain in force after such termination.

N. Upon completion of the project a completion report shall be drawn up, signed by appropriate representatives of A.I.D., WHO, and the Participating African States, and submitted to A.I.D., WHO, and the Participating African States. The completion report shall include a summary of the actual contributions to the project by each party to this Agreement, and shall provide a record of the activities carried out, the objective achieved and related basic data. A.I.D. and the Participating African States shall furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement to evaluate the effectiveness of such operations.

O. Within sixty (60) days after its execution or ratification of this Agreement, each Participating African State will provide to A.I.D. and WHO the name in writing of the person or agency who will have the responsibility for the implementation of this project.

P. This Agreement is prepared both in English and in French. The English version shall be considered controlling for purposes of interpretation.

Q. The participating African States warrant that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

R. The Participating African States agree to take such steps as may be necessary to facilitate entry and travel in their respective States for purposes of allowing persons to perform duties, functions, and services as contemplated under this Agreement.

S. Except as A.I.D. may otherwise provide in writing, the services, equipment, and materials financed hereunder shall be of United States source and origin.

T. The other parties to this Agreement agree to execute an assignment to A.I.D., upon request, of any cause of action which may accrue to any of the other parties 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 A.I.D. under this Agreement.

U. No member of or delegate to the United States Congress or U.S. resident commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

V. If, at any time, it is determined that this Agreement, for any reason relating to its execution, ratification, or approval by or on behalf of any Participating African State or States is not legally binding upon any such State (States), the Agreement shall nevertheless remain in full force and effect as to all other parties.

XI. EFFECTIVE DATE — EXECUTION

A. This Agreement shall be effective upon execution or ratification by A.I.D., WHO, and two Participating African States or their authorized representatives.

B. No disbursement shall be made pursuant to this Agreement which directly benefits a State not a signatory thereto.

IN WITNESS WHEREOF, the United States of America, WHO, and the Participating African States, each acting through its duly authorized representative, have caused this Agreement to be signed or ratified in their names.

The Agency for International Development:

By: [Signed]¹

Title: Chief U.S. Delegation

Date: 26 March 1975

The World Health Organization:

[Signed]

By: COMLAN A. A. QUENUM, M.D.

Title: Regional Director

Date: 26.III.1975

The Governments of:

The United Republic of Cameroon:

[Signed]

By: Dr S. BEDAYA-NGARO

Title: Inspecteur des Services de Santé de la RCA²

Date: 17 April 1975

The Central African Republic:

[Signed]

By: Dr S. BEDAYA-NGARO

Title: Inspecteur des Services de Santé²

Date: 17 April 1975

¹ Signed by Irving Rosenthal.

² Inspector of RCA Health Services.

The Republic of Chad:

*[Signed]**By:* Dr S. BEDAYA-NGARO*Title:* Inspecteur des Services de Santé de la RCA¹*Date:* 17 April 1975

The People's Republic of Congo:

*[Signed]**By:* Dr S. BEDAYA-NGARO*Title:* Inspecteur des Services de Santé de la RCA¹*Date:* 23 avril 1975²

The Republic of Dahomey:

*[Signed]**By:* Dr S. BEDAYA-NGARO*Title:* Inspecteur des Services de Santé de la RCA¹*Date:* 9 July 1975

Equatorial Guinea:

*By:**Title:**Date:*

The Republic of Gabon:

By: M. DONGOTHA FULBERT*Title:* Ministère de la Santé Publique et de la Population³*Date:* 17 July 1975

The Republic of Gambia:

By: *[Illegible]**Title:* Permanent Secretary, Ministry of Health, Labor and Social Welfare*Date:* 2 May 1975¹ Inspector of RCA Health Services.² 23 April 1975.³ Ministry of Public Health and Population.

Ghana:

By: [Illegible]
Title: Commissioner for Health
Date: 7 May 1975

The Republic of Guinea:

[Signed]
By: Dr. S. BEDAYA-NGARO
Title: Inspecteur des Services de Santé de la RCA¹
Date: 17 April 1975

The Republic of Ivory Coast:

[Signed]
By: Dr S. BEDAYA-NGARO
Title: Inspecteur des Services de Santé de la RCA¹
Date: 17 April 1975

The Republic of Liberia:

By: OLIVER BRIGHT
Title: Minister of Health and Social Welfare
Date: 15 October 1975

The Republic of Mali:

By: ALY CISSE
Title: Ministre de la Santé publique et des Affaires sociales²
Date: 29 April 1975

The Islamic Republic of Mauritania:

[Signed]
By: Dr. S. BEDAYA-NGARO
Title: Inspecteur des Services de Santé de la RCA¹
Date: 17 April 1975

¹ Inspector of RCA Health Services.

² Minister of Public Health and Social Affairs.

The Republic of Niger:

[Signed]

By: Dr S. BEDAYA-NGARO
Title: Inspecteur des Services de Santé de la RCA¹
Date: 17 April 1975

Nigeria:

By:
Title:
Date:

The Republic of Senegal:

[Signed]

By: Dr S. BEDAYA-NGARO
Title: Inspecteur des Services de Santé de la RCA¹
Date: 17 April 1975

Sierra Leone:

By: *[Illegible]*
Title: Acting Chief Medical Officer
Date: 8 May 1975¹

The Republic of Togo:

[Signed]

By: Dr S. BEDAYA-NGARO
Title: Inspecteur des Services de Santé de la RCA¹
Date: 17 April 1975

The Republic of Togo:

[Signed]

By: Dr S. BEDAYA-NGARO
Title: Inspecteur des Services de Santé de la RCA¹
Date: 17 April 1975

¹ Inspector of RCA Health Services.

AGREEMENT¹ FOR PHASE I OF THE PROJECT FOR THE STRENGTHENING OF PUBLIC HEALTH DELIVERY SYSTEMS IN CENTRAL AND WEST AFRICA AMONG THE UNITED STATES OF AMERICA AND THE WORLD HEALTH ORGANIZATION AND GOVERNMENTS OF CENTRAL AND WEST AFRICA (AMENDMENT No. 1)

Effective date: [June 24, 1976]

Project: 625-11-590-904

AGREEMENT FOR PHASE I OF THE PROJECT FOR THE STRENGTHENING OF PUBLIC HEALTH DELIVERY SYSTEMS IN CENTRAL AND WEST AFRICA² (AMENDMENT No. 1)

The Agreement for Phase I of the Project for the Strengthening of Public Health Delivery Systems in Central and West Africa,² by and among the United States of America, acting through the Agency for International Development, the World Health Organization, and governments of Central and West Africa, is amended by the parties thereto, as follows:

I. *Amendments to Article III:*

A. The first paragraph of article III of the Agreement, "Contribution of A.I.D.", is amended by striking the words and numerical amount "one million three hundred thousand United States dollars (\$1,300,000)" and substituting therefor the following: "Two million three hundred thirty thousand United States dollars (\$2,330,000)."

B. The second paragraph of article III is amended by striking the budget set forth therein and substituting the following:

| | |
|-------------------------------|---------------------|
| U.S. Technical Services | \$927,000 |
| Participant Training | 294,000 |
| Commodities | 922,000 |
| Other Costs | 187,000 |
| | <u>\$2,330,000"</u> |

¹ Came into force in respect of the following States and Organization on 24 June 1976, upon definitive signature by the United States of America, the World Health Organization and two participating African States, in accordance with paragraph IV (A).

| <i>States and Organization</i> | <i>Date of definitive signature</i> | <i>States and Organization</i> | <i>Date of definitive signature</i> |
|--------------------------------|-------------------------------------|---------------------------------|-------------------------------------|
| Congo | 22 June 1976 | World Health Organization | 22 June 1976 |
| United States of America | 22 June 1976 | Central African Republic | 24 June 1976 |

Subsequently, definitive signatures were affixed to the amendment as indicated below, with effect from the respective dates of signature:

| <i>States</i> | <i>Date of definitive signature</i> |
|-----------------------------------|-------------------------------------|
| United Republic of Cameroon | 26 June 1976 |
| Upper Volta | 1 July 1976 |
| Gambia | 3 July 1976 |

² See p. 52 of this volume.

II. *Amendment to Article IV:*

Article IV of the Agreement, "Use of A.I.D. Funds," is amended by adding, at the end thereof, the following item 10, as follows:

"10. Project staff and field office at Abidjan, Ivory Coast."

III. All other provisions of the above-mentioned Agreement, effective April 19, 1975, shall remain in full force and effect.

IV. *Effective Date of Amendment — Execution:*

A. This Amendment shall be effective upon execution or ratification by A.I.D., WHO, and two Participating African States or their representatives.

B. No disbursement shall be made pursuant to this Amendment which directly benefits a State not a signatory thereto.

C. If, at any time, it is determined that this Amendment, for any reason relating to its execution, ratification, or approval by or on behalf of any Participating African State or States is not legally binding upon such State or States, the Amendment shall nevertheless remain in full force and effect as to all other parties.

IN WITNESS WHEREOF, the United States of America, WHO, and the Participating African States, each acting through its duly authorized representative, have caused this Amendment to be signed or ratified in their names.

The Agency for International Development:

By: [Illegible]
Title: Health Devel. Offices
Date: 22.VI.1976

The World Health Organization:

[Signed]
By: Dr. COMLAN A. A. QUENUM
Title: Directeur régional¹
Date: 22.VI.1976

The Republic of Benin:

By:
Title:
Date:

¹ Regional Director.

The United Republic of Cameroon:

*[Signed]**By:* FOKAM KAMGA PAUL*Title:* Le Ministre¹*Date:* 26 juin 1976²

The Central African Republic:

By: *[Illegible]**[Illegible]**Title:* Ministre de la Santé publique³*Date:* Le 24 juin 1976⁴

The Republic of Chad:

*By:**Title:**Date:*

The People's Republic of Congo:

*[Signed]**By:* AIMÉ-A. BOUEKASKI*Title:* Le Directeur de Cabinet,
Ministère des Affaires sociales⁵*Date:* 22 juin 1976⁶

Equatorial Guinea:

*By:**Title:**Date:*

The Republic of Gabon:

*By:**Title:**Date:*

¹ The Minister.² 26 June 1976.³ Minister of Public Health.⁴ 24 June 1976.⁵ Cabinet Director, Ministry of Social Affairs.⁶ 22 June 1976.

The Republic of Gambia:

By: [Illegible]
Title: Director of Medical Services
Date: 3rd July 1976

Ghana:

By:
Title:
Date:

The Republic of Guinea:

By:
Title:
Date:

The Republic of Ivory Coast:

By:
Title:
Date:

The Republic of Liberia:

By:
Title:
Date:

The Republic of Mali:

By:
Title:
Date:

The Islamic Republic of Mauritania:

By:
Title:
Date:

The Republic of Niger:

By:
Title:
Date:

Nigeria:

By:
Title:
Date:

The Republic of Senegal:

By:
Title:
Date:

Sierra Leone:

By:
Title:
Date:

The Republic of Togo:

By:
Title:
Date:

The Republic of Upper Volta:

By: Docteur KYELEM J. M.
Title: Le Directeur Général de la Santé Publique de la Population et des
Affaires Sociales¹
Date: 1^{er} juillet 1976²

¹ Director General of Public Health and Social Affairs.

² 1 July 1976.