

No. 18605

**UNITED STATES OF AMERICA
and
EGYPT**

**Project Grant Agreement for family planning project (with
annex and project financial plan). Signed at Cairo on
30 September 1977**

Authentic text: English.

Registered by the United States of America on 18 April 1980.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉGYPTE**

**Accord de don relatif à un projet de planification de la
famille (avec annexe et plan financier). Signé au Caire
le 30 septembre 1977**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 18 avril 1980.

PROJECT GRANT AGREEMENT¹ BETWEEN THE ARAB REPUBLIC OF EGYPT, THE UNITED STATES OF AMERICA AND THE MINISTRY OF HEALTH FOR FAMILY PLANNING PROJECT

Dated: September 30, 1977

A.I.D. Project Number 263-0029

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A.I.D. Project No. 263-0029

PROJECT GRANT AGREEMENT dated September 30, 1977, among the ARAB REPUBLIC OF EGYPT ("Grantee"), the MINISTRY OF HEALTH and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

¹ Came into force on 30 September 1977 by signature.

² Not published herein; for the text, see "Project Grant Agreement between the United States of America and Egypt for applied science and technology research, signed at Cairo on 29 March 1977" in United Nations, *Treaty Series*, vol. 1116, p. 97.

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.

Article 2. THE PROJECT

Section 2.1. DEFINITION OF PROJECT. The Project, which is further described in annex 1, will consist of assisting the Grantee to strengthen its family planning delivery systems in order to deliver services effectively to increasing numbers of Egyptians by financing technical assistance, training, engineering and construction services, commodities and operational support for:

- (a) Increasing the supply of contraceptives available in Egypt and improving the capability of physicians in surgical procedures relating to fertility and infertility;
- (b) Support for family planning staffing and operations of the Ministry of Health;
- (c) Extension of the integrated social services delivery system, which is presently operating in 36 villages in the Menoufia Governorate to all of the villages in the Governorate consistent with the approved MOH Maternal Child Health/Family Planning five year plan 1978-82;
- (d) Improvement of the family planning training of medical school graduates, paramedical personnel, nurses and social workers by developing and implementing short-term training courses, renovating the Al-Galaa Maternity Hospital, developing a rural field training site integrated with the High Institute of Public Health, and financing long- and short-term participant training; and
- (e) Development and implementation of small-scale innovative activities involving transfers of family planning technology.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, 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 8.2, without formal amendment of this Agreement.

Section 2.2. INCREMENTAL NATURE OF PROJECT. (a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

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 four million United States dollars (\$4,000,000) and one hundred forty thousand Egyptian pounds (L.E. 140,000), (“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, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of one million five hundred and ninety thousand U.S. dollars (\$1,590,000) plus the Local Currency portion of the Grant.

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 for the Project will be not less than four million three hundred eighty-eight thousand Egyptian pounds (L.E. 4,388,000), including costs borne on an “in-kind” basis.

Section 3.3. PROJECT ASSISTANCE COMPLETION DATE. (a) The “Project Assistance Completion Date” (PACD), which is September 30, 1981, 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 for which requests for disbursements, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4. CONDITIONS PRECEDENT TO DISBURSEMENT

Section 4.1. FIRST DISBURSEMENT. The first disbursement under the Grant shall be in the amount of \$730,000 for procurement by A.I.D. of contraceptives for use in family planning activities by the Population and Family Planning Board. There are no conditions precedent to [this] disbursement.

Section 4.2. ADDITIONAL DISBURSEMENTS. (a) Disbursement for Other than Initial Contraceptive Procurement: Prior to any disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, for any purpose other than to finance the procurement referred to in section 4.1, 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.:

- (1) A statement of the names of the persons holding or acting in the offices of the Grantee specified in section 8.2, and of any additional representatives, together with a specimen signature of each person specified in such statement;
- (2) Evidence of the establishment of a Project Coordination Committee including representatives of the various entities involved in Project Implementation, and the appointment of an Executive Director for the Project, and a statement of the functions of the Committee, showing how it will insure that the Ministry of Health will be fully advised and consulted with respect to all project activities; and
- (3) Such other documentation as A.I.D. may require.

(b) Disbursement for Innovative Technology Transfer: Prior to disbursement under the Grant, or to issuance by A.I.D. of documentation pursuant to which disbursement will be made to finance a particular activity proposed under the innovative technology transfer component of the Project, 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., showing the approval of the High Committee for Family Planning Services in the Ministry of Health, an identification of the activity, its purposes, the organization in charge of its implementation, and its estimated cost, including both the amounts proposed for A.I.D. financing and for financing from other sources.

(c) Disbursement for Raw Materials for Manufacture of Oral Contraceptives: Prior to any disbursement, or the issuance by A.I.D. of any commitment documents, under the Project to finance raw materials for the manufacture of oral contraceptives, the Grantee shall obtain permission from United States companies for Egyptian companies to manufacture oral contraceptives covered by United States patents.

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 DATE FOR CONDITIONS PRECEDENT. 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.

Article 5. SPECIAL COVENANTS

Section 5.1. PROJECT EVALUATION. The Parties agree to establish an evaluation program 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. FAMILY PLANNING ACTIVITIES, MINISTRY OF HEALTH. Except as otherwise agreed in writing, the Grantee shall, by September 30, 1980, establish, and assign personnel to, an appropriate number of additional professional and administrative/clerical positions required by Ministry of Health in order to achieve the objectives of the Project.

Section 5.3. IMPLEMENTATION ARRANGEMENTS. The Ministry of Health will be responsible for the overall coordination and control of implementation of the Project in cooperation with other ministries, agencies and institutions. A Project Coordination Committee will be established under the chairmanship of the Senior Advisor of the Ministry of Health for Family Planning and the membership of representatives of all other agencies cooperating in the implementation of the various Project entities and a representative from A.I.D. The Project Coordination Committee will be responsible for drafting a plan of action for Project implementation not later than 30 days after the signing of this Agreement. The prepared draft plan of action will be submitted to the MOH High Committee for Family Planning Services for review and final approval not later than 60 days after the signing of this Agreement. The MOH will appoint an Executive Director for the Project who will be responsible to the Project Coordination Committee for reporting on the overall progress in implementation. The Grantee agrees that the components of the Project shall be implemented directly through the entities named in annex 1, the Population and Family Planning Board, and/or such other entities as may from time to time be agreed by the Project Coordination Committee.

Section 5.4. USE OF A.I.D. PROJECT FUNDS. None of the A.I.D. funds made available under the Project shall be used to pay for (1) the performance of abortions as a method of family planning or to motivate or coerce any person to practice abortions, or (2) the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilizations.

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 (code 000 of the A.I.D. Geographic Code Book) as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, 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 Egypt.

Article 7. DISBURSEMENTS

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 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 to A.I.D., committing A.I.D. to reimburse such bank or banks for 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 or from local currency already owned by the U.S. Government.

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 to in writing.

Section 7.4. EMERGENCY DISBURSEMENTS. After satisfaction of the conditions precedent, in the case of an emergency requirement for services or commodities for the innovative technology transfer component of the Project in which there is not sufficient time for completion of the procedures described in section 7.1 or section 7.2, as the case may be, A.I.D. from time to time may disburse funds available from this Grant to pay directly the costs of furnishing such services and commodities for such component of the Project. Upon taking any action pursuant to this section, A.I.D. shall promptly notify the Grantee of such action, the circumstances requiring such action and the amount of funds involved.

Section 7.5. RATE OF EXCHANGE. If funds provided under the Grant are introduced into Egypt 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 Egypt at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Egypt.

Article 8. MISCELLANEOUS

Section 8.1. 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:

To the Grantee:

Ministry of Economy and Economic Cooperation
8 Adly Street
Cairo, Egypt

Ministry of Health
Magles El Shaab St.
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

Section 8.2. REPRESENTATIVES. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the offices of Minister of Economy and Economic Co-operation, Minister of Health and First Undersecretary of State for Economy and Economic Cooperation, and A.I.D. will be represented by the individual holding or acting in the office of Director, U.S.A.I.D., Cairo, Egypt, 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 of 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 8.3. STANDARD PROVISIONS ANNEX. A "Project Grant Standard Provisions Annex" (annex 2)¹ is attached to and forms part of this Agreement.

¹ See footnote 2, p. 224 of this volume.

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.

Arab Republic of Egypt:

By: [Signed]

Name: Dr. MAHMOUD SALAH EL DIN
HAMED

Title: Minister of Finance and Acting
Minister of Economy and Eco-
nomic Cooperation

United States of America:

By: [Signed]

Name: H. FREEMAN MATTHEWS, Jr.

Title: Chargé d'affaires a.i.

Ministry of Health:

By: [Signed]

Name: IBRAHIM GAMIL BADRAN

Title: Minister

ANNEX 1

DESCRIPTION OF PROJECT

The Family Planning Project will assist Egypt to meet the goal of reducing the rate of population growth in accord with the Government's Population and Family Planning Policy. The purpose of this project is to strengthen further the currently functioning nationwide family planning systems in order to deliver such services effectively to increasing numbers of Egyptian couples. Family planning is defined to include service delivery systems, training programs, measurement and analysis activities, and efforts to make people at all levels of society aware, informed and motivated to limit family size.

There are five areas of assistance to which this project will contribute to help meet immediate needs:

Contraceptive Supplies:

Availability of safe and effective contraceptive supplies and equipment is the first essential requirement for family planning programs in societies such as Egypt. To assist the GOE insure availability, the project will provide the most effective, approved products of current technology, i.e., I.U.D.'s, orals and condoms. Additionally, the project will provide other conventional contraceptives and surgical equipment related to fertility reduction.

The principal inputs of the GOE will be in-country production of orals and I.U.D.'s, distribution of all supplies, and compilation of service statistics. A.I.D. will provide condoms, I.U.D. inserters, raw materials and limited equipment for local manufacture of I.U.D.'s and oral contraceptives, surgical supplies, and other contraceptive materials and supplies as may be identified during the course of the project.

Family Planning Administration, Ministry of Health:

The second assistance area is improvement of administrative and management capability of the Ministry of Health in the area of family planning services. The Depart-

ment of Family Planning currently is responsible for planning, coordinating and supervising the implementation of Ministry of Health sponsored family planning services, training and research.

A.I.D. will provide funding for support of consultants and for training of the civil service staff in order to support the newly established managerial system for family planning services.

Integrated Social Services Delivery System:

Another area of assistance is demonstrating governorate-wide the achievement of health, family planning and other social service goals through a system of delivery of integrated and mutually reinforcing social services. The project will support the expansion of a pilot activity using this integrated development approach in two districts of Menoufia Governorate to the entire governorate.

A.I.D. will finance the services of the Social Research Center (S.R.C.) of the American University of Cairo in order to enable the Center to consolidate its activities in the present two districts in Menoufia Governorate. After approval of a plan of action in accordance with the procedures established within this Agreement, Project Funds will also be made available for upgrading health, family planning and social welfare services and the development of community action programs in all the rural districts of Menoufia Governorate. The upgrading of services will include training of personnel, the development of outreach programs, and the provision of supplies and equipment for implementation of outreach programs.

The GOE will support this project activity through provision of governorate, district and village infrastructure and manpower, as well as provide operational costs for provision of health, family planning and other social services delivery.

This project activity will be guided by an Executive Committee under the Chairmanship of the Governor of Menoufia and will have membership representing the Ministries of Health and Social Affairs, the High Committee for Family Planning Services, the chairman of the district councils in which the project is implemented, and AUC.

Training:

The fourth area of assistance is directed towards training of the essential manpower needed to deliver a successful family planning program. This training activity will focus on four major components. The first will involve design of training programs for the approximately 3,000 medical school students who graduate each year. The second component will be development of Al-Galaa Maternity Hospital in Cairo into a functioning training center for maternal/child health and family planning and model service delivery. The third component will involve development of a field practice training area linked with the High Institute of Public Health in Alexandria. The field practice area will provide supervised practical experience in the planning and management of health and family planning outreach programs. The Project Coordination Committee will determine the location of the field practice area. The fourth component is training in disciplines related to family planning in the U.S. and other countries according to a plan developed in collaboration with A.I.D. and approved by the High Committee for Family Planning Services of the Ministry of Health.

In support of the above, A.I.D. will provide the following: for training of medical school graduates, A.I.D. will finance the cost of consultants to work with training program design and implementation, and will provide funds for the local cost financing for up to 13 training courses in FY 78.

The first stage in the development of Al-Galaa Maternity Hospital into an adequately functioning training center will be improvement of the existing facility. Initially, A.I.D. will finance the costs of architect and engineering services required to help design and supervise the renovation of Al-Galaa Maternity Hospital.

A.I.D. will finance long- and short-term consultants and the equipment and supplies required to support the development of the High Institute of Public Health's field practice area. Funds will also be made available for local cost financing of various training activities and equipment.

In addition to the above, A.I.D. will provide foreign exchange to cover costs related to training of up to 15 long-term and 30 short-term participants in FY 78 and FY 77 project funds.

The GOE will actively support the above training activities through provision of funds, facilities and personnel. The medical school graduates will receive GOE financial support during their training programs. The Al-Galaa Maternity Hospital operating expenses will be borne by the GOE. The development of the High Institute of Public Health's field practice area for field training will involve the use of district and HIPH facilities and staff. These costs are to be financed by the GOE. In regard to participant training, the relevant institution or organization employing an individual selected for participant training will be expected to maintain the participant's salary and allowances during the training period.

Innovative Activities and Technology Transfer:

The final project assistance area identified in this Agreement covers innovation and technology transfer. The project will make available support for local cost financing of innovative activities that may have immediate family planning impact or may lay the groundwork for subsequent larger investments. Examples of such activities include, but are not limited to, tests of new service delivery systems, workshops with family planning impact, and family planning I.E. & C. activities.

In addition to these low-cost innovative activities, foreign exchange will be made available to fund short-term consultation visits of Egyptians and Americans for direct transfer of modern technology in the population field.

A.I.D. will provide foreign exchange in FY 77 for the local cost financing of at least 6 innovative activities per year at up to \$50,000 per activity. Funds will also be made available to finance the short-term consultation visits for technology transfer activities.

While the innovative activities and technology transfer requirements are not known at this time, it may be said with some certainty that the GOE will finance approximately 25 percent of the cost of each activity undertaken in this project area through provision of counterpart and supporting personnel who will be involved directly in the activities.

Proposals for innovative activities and requests for technology transfer consultation visits may come from institutions or organizations already identified in this project or from other entities as long as the proposal or request relates to and may further the family planning program.

Proposals for innovative activities and technology will be reviewed by A.I.D. after being approved by the High Committee for Family Planning Services. Approval of expenditure of project funds for these activities will be granted by the Ministry of Economy and Economic Cooperation.

PROJECT FINANCIAL PLAN
(\$ 000 or LE 000)

Project No. 263-0029

Project Inputs	Cumulative Obligations/Commitments as of Sep. 30, 1977					Future Years Anticipated				Total		
	AID		GOE			AID		GOE		AID		GOE
	\$	\$(LC)	LE	LE	\$	\$(LC)	LE	LE	\$	\$(LC)	LE	LE
Contraceptive Supplies ...	1,193	00	00	1,000	5,952	00	00	2,000	7,145	00	00	3,000
Assistance for MOH:												
Family Planning Admin- istration	00	41	00	18	00	95	00	36	00	136	00	54
Integrated Social Services Delivery System	113	1,018	00	2,713	110	2,752	00	5,427	223	3,770	00	8,140
Training, Including the Renovation of Al Galaa Maternity Hospital	883	180	120	553	1,081	1,551	274	1,105	1,964	1,731	394	1,658
Low Cost Innovation and Population Technology Transfer	221	300	20	104	474	690	50	208	695	990	70	312
Contingency	00	51	00	00	00	295	00	00	00	346	00	00
TOTAL LE			LE140	LE4,383			LE324	LE8,776			LE464	13,164
TOTAL \$	\$2,410	\$1,590			\$7,617	\$5,383			\$10,027	\$6,973		