

USAID Grant Agreement No. 442-DOAG-0201

DEVELOPMENT OBJECTIVE GRANT AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE KINGDOM OF CAMBODIA

FOR

PUBLIC HEALTH AND EDUCATION

Dated: March 30, 2016

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Development Objective Grant

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DEVELOPMENT OBJECTIVE GRANT AGREEMENT

Between

The United States of America, acting through the United States Agency for International Development (“USAID”)

and

The Kingdom of Cambodia, acting through the Council for the Development of Cambodia (CDC) (hereinafter referred to as the “Grantee”)

Article 1: Purpose.

The purpose of this Development Objective Grant Agreement (“Agreement”) is to set out the understanding of the parties named above (the “Parties”) regarding the achievement of the jointly agreed-upon Development Objective described below.

Article 2: Development Objective and Programmatic Details.

Section 2.1. Development Objective. The Development Objective (“Objective”) of this Agreement is to improve the health and educational status of vulnerable populations in Cambodia. In order to achieve the Objective, the Parties agree to work together to achieve the results described in the Annexes 1 and 2, Amplified Descriptions, attached hereto.

Section 2.2. Programmatic Details. Annexes 1 and 2, Amplified Descriptions, attached hereto, amplify the Objective and results. Within the limits of the definition of the Objective in Section 2.1, Annexes 1 and 2 may be changed by written agreement of the authorized representatives of the Parties without formal amendment of this Agreement.

Article 3: Contributions of the Parties.

Section 3.1. USAID Contribution.

(a) The Grant. To help achieve the Objective set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants an amount to the Grantee under the terms of the Agreement not to exceed U.S. twenty four million, twenty four thousand, one hundred twenty one dollars (\$24,024,121) (the “Grant”).

(b) Total Estimated USAID Contribution. USAID’s total estimated contribution under this Agreement to achievement of the Objective will be U.S. eighty seven million, eight hundred fifteen thousand, one hundred thirteen dollars (\$87,815,113) which will be provided in increments. Subsequent increments will be subject to the availability of funds to USAID for this purpose and may be provided by USAID upon written notice to the Grantee. The Parties agree that each such incremental contribution provided, if any, shall cumulatively increase the total amount of the Grant set forth in Section 3.1(a) and consequently may

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increase the Grantee's contribution, if any, under Section 3.2. The Grantee further agrees to acknowledge by written notice to USAID each such incremental contribution, if any.

(c) Excess Funds. If at any time USAID determines that its contribution under Section 3.1(a) exceeds the amount which reasonably can be committed for achieving the Objective or results during the current or next U.S. fiscal year, USAID may, upon written notice to the Grantee, withdraw the excess amount, thereby reducing the amount of the Grant as set forth in Section 3.1(a). Actions taken pursuant to this subsection will not revise USAID's total estimated contribution set forth in 3.1(b).

Section 3.2. Grantee Contribution.

(a) The Grantee agrees to provide or cause to be provided all in-kind contributions, in addition to those provided by USAID identified in Annexes 1 and 2, required to complete, on or before the Completion Date, all activities necessary to achieve the results described in Annexes 1 and 2, Amplified Descriptions, attached hereto.

(b) The Grantee's in-kind contribution to the shared objectives described in the Amplified Description will equal up to twenty-five percent of the total program costs used to support activities that substantially benefit the Grantee or entail direct and substantial involvement of the Royal Government of Cambodia in the administration, management, or control of the activities hereunder. The dollar equivalent amount of this contribution shall be U.S. seven million, sixty six thousand, one hundred twenty two dollars (\$7,066,122). This contribution amount shall be adjusted upon any increase in the amount of the Grant set forth in Section 3.1(a), and the precise amount of such adjustment shall be indicated in an Implementation Letter.

Article 4: Completion Date.

(a) The Completion Date, which is December 31, 2018, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all the activities necessary to achieve the Objective will be completed.

(b) Except as USAID may otherwise agree to in writing, USAID will not issue or approve documentation which would authorize disbursement of the Grant for services performed or goods furnished after the Completion Date.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, are to be received by USAID no later than nine (9) months following the Completion Date, or such other period as USAID agrees to in writing before or after such period. After such period USAID, at any time or times, may give notice in writing to the Grantee and reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, were not received before the expiration of such period.

Article 5: Conditions Precedent to Disbursement.

Section 5.1. First Disbursement. Prior to the first disbursement under the Grant, or to the issuance by USAID of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to USAID in form and substance satisfactory to USAID:

- (a) An opinion of counsel acceptable to USAID that (i) this Agreement has been duly authorized or ratified by, and executed on behalf of the Grantee, and (ii) constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms, and (iii) all internal actions and approvals necessary to give effect to this Agreement have been obtained by or on behalf of the Grantee; and
- (b) A signed statement in the name of the person holding or acting in the office of the Grantee specified in Section 7.2, which designates by name and title of any additional representatives, each of whom may act pursuant to Section 7.2.

Section 5.2. Notification. USAID will promptly notify the Grantee when USAID has determined that a condition precedent has been met.

Section 5.3. Terminal Dates for Conditions Precedent. The terminal date for meeting the conditions specified in Section 5.1 is 120 days from the date of this Agreement or such later date as USAID may agree to in writing before or after the above terminal date. If the conditions precedent in Section 5.1 have not been met by the above terminal date, USAID, at any time, may terminate this Agreement by written notice to the Grantee.

Article 6: Visas, Permits, and Other Approvals or Authorizations.

The Grantee, in conjunction with the appropriate Royal Government of Cambodia ministries and offices and consistent with applicable laws and regulations of the Kingdom of Cambodia, hereby covenants and agrees to issue, renew and/or extend free of charge and in a timely manner all official permits, visas, and any other permissions for the Applicable Persons (as defined below) carrying out activities financed by USAID under this Agreement. For purposes of this provision, Applicable Persons is defined as employees and consultants of any contractors, grantees and other organizations carrying out activities financed by USAID under this agreement except citizens of the Kingdom of Cambodia. Any renewals or extensions of such documents that are required, or become required, in order for such employees, consultants and dependent family members to legally reside in Cambodia and undertake the activities contemplated by and financed under this Agreement shall also be issued free of charge.

Article 7: Miscellaneous.

Section 7.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing and will be deemed duly given or sent when delivered to such Party at the following address:

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To USAID:

Mail Address: U.S. Embassy, No. 1, Street 96, Phnom Penh

To the Grantee:

Mail Address: Palais du Gouvernement, Sisowath Quay, Wat Phnom,
Phnom Penh

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 7.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the Office of the Council for the Development of Cambodia and USAID will be represented by the individual holding or acting in the Office of the USAID Mission Director. Each Party, by written notice, may designate additional representatives for all purposes other than signing formal amendments to the Agreement. The names and titles of the additional representatives of the Grantee, with specimen signatures, may be provided pursuant to Section 5.1(b) to USAID, which may accept as duly authorized any instrument signed by such additional representatives (or any individuals subsequent holding or acting in the office of such representatives) in accordance with this Section 7.2, until receipt of written notice of revocation of their authority.

Section 7.3. Annexes. The following annexes are attached hereto and form an integral part of this Agreement:

Annex 1, Amplified Description for Health

Annex 2, Amplified Description for Education

Annex 3, Standard Provisions.

Section 7.4. Language of Agreement. This Agreement is prepared in English.

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

For the Royal Government of
Cambodia



KEAT CHHON
Deputy Prime Minister (Standing)
First Vice Chairman of the Council
for Development of Cambodia

For the Government of the
United States of America



REBECCA BLACK
Mission Director
USAID Cambodia

Witnessed on behalf of
the U.S. Government



WILLIAM A. HEIDT
U.S. Ambassador Extraordinary
and Plenipotentiary

