

USAID Grant Agreement No. SOAG-306-04-17

AMENDMENT NUMBER SEVENTEEN

TO THE STRATEGIC OBJECTIVE GRANT AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF ISLAMIC REPUBLIC OF AFGHANISTAN (GIRoA)

TO

**PROVIDE SUPPORT FOR PROGRAMS TO ACHIEVE STRATEGIC
DEVELOPMENT OBJECTIVES**

Dated as of: December 15, 2009

**AMENDMENT NUMBER SEVENTEEN
TO
STRATEGIC OBJECTIVE GRANT AGREEMENT**

AMENDMENT NUMBER SEVENTEEN TO THE STRATEGIC OBJECTIVE GRANT AGREEMENT between the Government of the United States of America, acting through the United States Agency for International Development (USAID), and the Government of the Islamic Republic of Afghanistan (hereinafter referred to as the "Grantee" or the "GIROA"), acting through the Ministry of Finance, dated as of December 15, 2009.

WHEREAS, the Grantee and USAID entered into a Strategic Objective Grant Agreement ("SOAG") to provide support for programs to achieve strategic development objectives (USAID Grant Agreement No. SOAG-306-04-00) dated September 19, 2005 and subsequently amended that SOAG on:

- September 30, 2005 (Amendment No. 1);
- April 6, 2006 (Amendment No. 2);
- May 11, 2006 (Amendment No. 3);
- June 28, 2006 (Amendment No. 4);
- September 18, 2006 (Amendment No. 5);
- July 2, 2007 (Amendment No. 6);
- July 23, 2007 (Amendment No. 7);
- September 19, 2007 (Amendment No. 8);
- September 30, 2007 (Amendment No. 9);
- April 10, 2008 (Amendment No. 10);
- September 21, 2008 (Amendment No. 11);
- September 25, 2008 (Amendment No. 12);
- December 4, 2008 (Amendment No. 13);
- May 25, 2009 (Amendment No. 14 through PIL # 13);
- July 30, 2009 (Amendment No. 15); and
- September 2009 (Amendment No. 16);

The SOAG so amended is referred to hereinafter as the "Agreement."

WHEREAS, USAID and the Grantee desire to further amend the Agreement to: (a) increase the USAID contribution by **One Hundred Four Million Three Hundred Forty-Two Thousand and One Hundred Sixty-Two** United States (U.S.) Dollars (**U.S. \$104,342,162.00**); and (b) update the illustrative financial plan to reflect certain adjustments and cross reference and cross-walk the original SOAG budget information against the new standardized program budget structure.

WHEREAS, USAID and GIROA acknowledge that programming decisions for the use of these funds shall be made in coordination with the appropriate Ministry, and such decisions shall be recorded in Project Implementation Letters (PILs) with countersignatures, by the relevant Minister and the Minister of Finance.

NOW, THEREFORE, the Parties hereto hereby agree that the Agreement shall be amended as follows:

1. The first sentence in Section 3.1(a) of the Agreement is deleted in its entirety and the following is substituted in lieu thereof: "(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 to the Grantee under the terms of this Agreement not to exceed **One Billion Four Hundred Twenty-Five Million Two Hundred Seven Thousand Five Hundred Seventy-Three and Ten Hundredths** United States (U.S.) Dollars (**U.S. \$1,425,208,573.10**) (the 'Grant')."

2. The first sentence in paragraph (b) of Section 3.1 of the Agreement is deleted in its entirety and the following substituted in lieu thereof: "(b) Total Estimated USAID Contribution. USAID's total estimated contribution to achievement of the Objective will be U.S. \$1,425,208,573.10, which will be provided in increments."
3. The paragraph in Section 4 (a) of the Agreement is deleted in its entirety (to extend the completion date from December 31, 2010 to December 31, 2011) and the following is substituted in Lieu thereof: "The completion date, which is December 31, 2011, 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 and Intermediate Result will be completed".
4. The illustrative financial plan set forth in Attachment 1 to Annex 1 to the Agreement is deleted and the updated illustrative financial plan attached hereto as Attachment A and Attachment B to this Amendment is substituted in lieu thereof.

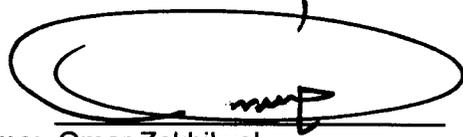
Except as further amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect. Capitalized terms not defined in this Amendment shall have the meanings ascribed thereto in the Agreement. This Amendment is prepared in both English and Dari. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the United States of America and the Government of the Islamic Republic of Afghanistan, each acting through its duly authorized representatives, sign this Amendment Number Seventeen in their names and deliver it on the day, month and year written above.

THE UNITED STATES OF AMERICA

By: 
Name: William M. Frej
Title: Mission Director
USAID/Afghanistan

THE ISLAMIC REPUBLIC OF AFGHANISTAN

By: 
Name: Omar Zakhilwal
Title: Minister of Finance

ILLUSTRATIVE FINANCIAL PLAN FOR FY 2005 TO FY 2010
Amendment No.17

In Thousands of U.S. Dollars

Objective and Activities	Amount Obligated prior to Amendment No. 17	Amount Obligated in Amendment No. 17	Cumulative Obligations in FY 2005 - FY 2009 *	Amount Remaining to be Obligated in FY 2009 - FY 2010 **	Total Estimated Contribution
OBJECTIVE 1: PROVIDE PROGRAM SUPPORT FOR PROGRAMS TO ACHIEVE STRATEGIC DEVELOPMENT OBJECTIVES					
AID Grant Agreement No. SOAG-306-04-00					
Local Governance and Stabilization Activities (LGSAs)	549,029	63,500	612,529	500,000,000	613,029
Demobilization and Reintegration Program (DDR)	-	-	-	-	-
Other Cross-Cutting Initiatives (includes ARTF, NSP, etc) ***	697,756	12,680	710,436	-	710,436
AID Program Support	74,080	28,162	102,242	(500,000,000)	101,742
TOTAL OBJECTIVE 4:	1,320,865	104,342	1,425,208	-	1,425,208

* - References to "FY" refer to the USG fiscal year for the USAID contribution and the /RoA contributions beginning in the second half of Afghan year 1384

** - These funds are subject to the availability of funds to USAID and the Grantee and the other conditions set forth respectively in Section 3.1 (b) and Section 3.2 (b) of the Agreement

*** - The illustrative financial plan previously included a line item for "Pre-existing Mortgages"; however, the funds in that line item are now included in the relevant programmatic line items indicated above

**ILLUSTRATIVE FINANCIAL PLAN FOR FY 2005 TO FY 2010
Amendment No. 17
In Thousands of U.S. Dollars**

Program Area	Old Activity/Intermediate Results (IR) Title	Amount Obligated prior to Amendment No.17	Amount Obligated in Amendment No. 17	Cumulative Obligations in FY 2005 - FY 2009*	Amount Remaining to be Obligated in FY 2009 - FY 2010**	Total Estimated Contribution
PROGRAM SUPPORT FOR PROGRAMS TO ACHIEVE STRATEGIC DEVELOPMENT OBJECTIVES						
Amendment No. SOAG-306-04-00						
Security	5	Transnational Crime	Cross Cutting Activities	385	-	385
	6	Conflict mitigation and Reconciliation	PRTs	372,917	35,000	407,917
Justly and	2	Good Governance	Cross Cutting Activities	719,471	12,680	732,151
	4	Civil Society	Cross Cutting Activities	9,000	-	9,000
People	3.3	Social and Economic Services and Protection for Vulnerable Populations	Cross Cutting Activities/PRTs	145,012	-	145,012
	6.1	Program Design and Learning	PRTs	-	2,194	2,194
Unit Management		Program Design and Learning	Program Support	4,997	3,000	7,997
	6.2	Administration and Oversight	PRTs	-	26,306	26,306
Administration and Oversight		Program Support	69,083	25,162	(500)	93,746
TOTAL OBJECTIVE 4:				1,320,865	104,342	1,425,208

*References to "FY" refer to the USG fiscal year. These funds are subject to the availability of funds to USAID and the other conditions set forth in Section 3.1 (b) of the Agreement