

USAID Assistance Agreement No.169-AA-10-EG/001

SECOND AMENDMENT  
TO  
THE ASSISTANCE AGREEMENT  
BETWEEN THE  
THE REPUBLIC OF SERBIA  
AND  
UNITED STATES OF AMERICA  
FOR  
A MORE COMPETITIVE MARKET ECONOMY

Dated: September, 2012

SECOND AMENDMENT TO THE  
ASSISTANCE AGREEMENT

Between

The Republic of Serbia (“Beneficiary”)

and

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

Article 1. Purpose of Amendment

This Second Amendment to the Assistance Agreement between the Republic of Serbia and the United States of America, acting through the United States Agency for International Development, for A More Competitive Market Economy, dated September 23, 2010, as amended by Amendment One on September 20, 2011 (“the Agreement”), is hereby entered into between the Parties in order to grant the Beneficiary an additional increment of Seven Million, Four Hundred and Seven Thousand U.S. Dollars (\$7,407,000), and modify the budget consistent therewith. This incremental addition of funds brings the total funds obligated to date under the Agreement to an amount not to exceed Twenty-Three Million, One Hundred Twenty-Three Thousand, One Hundred and Eighteen U.S. Dollars (\$23,123,118).

Article 2. Financing

Article 3, Sections 3.1 (a) and (c) of the Agreement are hereby deleted in their entirety and the following sections are substituted in their stead:

„(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 Beneficiary under the terms of the Agreement an amount not to exceed Twenty-Four Million United States (“U.S.”) Dollars (\$24,000,000) (the “Grant”).

(c) USAID will disburse funds using USAID implementing mechanisms through one or more agreements with one or more implementing partners (each, an “Implementing Partner”). The Implementing Partners may be, for example, local, United States, international or multi-national, governmental or non-governmental, organizations or persons.”

Article 3. Financial Plan

Annex 1 to the Assistance Agreement, the Amplified Description, Section III, “Funding” is hereby deleted in its entirety and the following is substituted in its stead:

„III. Funding.

Financial Plan. The financial plan is set forth in the table below. Changes may be made to the financial plan by representatives of the Parties without formal amendment to the Agreement, if such changes do not cause USAID's contribution to exceed the amount specified in Section 3.1 of the Agreement.

**Financial Plan:**

USAID Foreign Assistance Funding Element:	Amount:
Business Enabling Environment	\$24,000,000
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Total	\$24,000,000 ”

Article 4. Roles and Responsibilities

In Annex 1 to the Assistance Agreement, the Amplified Description, Section V, “ROLES AND RESPONSIBILITIES, Paragraph B, “USAID” is hereby deleted in its entirety and the following is substituted in its stead:

„B. USAID

USAID will work closely with the Beneficiary to achieve the Objectives and Results contemplated by this Agreement, which are based on the strategic goals shared between the Parties. USAID will coordinate with the Beneficiary regarding program implementation.

All funds under this Agreement will be disbursed as sub-obligations pursuant to separate agreements. USAID will enter into one or more such agreements with one or more Implementing Partners to implement the activities. Such agreements may include grants, cooperative agreements and contracts, among others thing. The Implementing Partners may be, for example, local, United States, international or multi-national, governmental or non-governmental, organizations or persons. USAID will select the Implementing Partners in accordance with USAID regulations and policies.

USAID will monitor performance under such agreements and will oversee the performance of the Implementing Partners and progress toward achievement of the Results.

USAID will provide the Beneficiary with information on disbursements and Results related to this Agreement in a format and with content agreed to by both Parties. ”

#### Article 5. Source and Nationality

In Annex 2 to the Assistance Agreement, Standard Provisions, Section C.1: “Source and Origin,” title and Paragraph (a) are hereby deleted in their entirety and the following is substituted in their stead:

##### „Section C.1. Source and Nationality.

(a) Except as noted herein, or in a sub-agreement issued by USAID, Grant funds will be used to finance the cost of goods and services required for the Agreement in accordance with 22 C.F.R. 228 and having their source, and with respect to suppliers of goods and services, the nationality, in countries included in Geographic Code 937 as in effect at the time orders are placed or contracts entered into for such goods or services. Exceptions to this requirement include certain procurement transactions in accordance with USAID policy or procurements made after obtaining source and nationality waivers from USAID in writing.”

#### Article 6. Disbursements

In Annex 2 to the Assistance Agreement, Standard Provisions, Article D “Disbursements” is hereby deleted in its entirety and the following is substituted in its stead:

##### **„Article D: Disbursements.**

Section D.1. Rate of Exchange. If funds provided under the Agreement are introduced into the Cooperating Country by USAID or any public or private agency for purposes of carrying out obligations of USAID hereunder, the Beneficiary will make such arrangements as may be necessary so that such funds may be converted into local currency at the highest rate of exchange which, at the time the conversion is made, is not unlawful in the country of the Beneficiary to any person for any purpose. ”

#### Article 7. Other Terms and Conditions

Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the United States of America and the Beneficiary, each acting through its duly authorized representative, have caused this Second Amendment to the Assistance Agreement for A More Competitive Market Economy to be signed in their names and delivered as of the day and year below:

REPUBLIC OF SERBIA

UNITED STATES OF AMERICA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Suzana Grubješić

Name: Ms. Susan K Fritz

Title: Deputy Prime Minister

Title: Mission Director

Government of the Republic of Serbia

USAID/Serbia & Montenegro

Date: \_\_\_\_\_

Date: \_\_\_\_\_