

688-0226

~~FD-424-047~~

UNITED STATES GOVERNMENT

memorandum

DATE: June 5, 1981

REPLY TO: USAID/MALI/PROG, Randall Casey
ATTN OF:

SUBJECT: 688-0226, Semi-Arid Tropics Crops Research Phase II

TO: Distribution

A grant of \$350,000 has been provided to the International Crop Research Institute for the Semi-Arid Tropics (ICRISAT) for a project to continue and improve ICRISAT's research program in the Sudano-Sahelian Zone. The purpose of the project is to develop a series of technical packages on millet, sorghum and certain grain legumes in the 400-1200 mm rainfall zone and to make them available to small farmers and herders in strengthening the research infrastructure of the government of the Republic of Mali. A copy of the grant is forwarded herewith for your files.

Distribution

USAID/MALI

Director

Program Office (signed copy)

Technical Division Office (Files 2)

Management Office (1)

Controller (3)

Project Manager (2)

ICRISAT P. Serafini (5)

REDSO/WA (Abidjan)

Regional Legal Officer (1)

Regional Contract Officer (1)

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OPTIONAL FORM NO. 10
(REV. 7-76)
GSA FPMR (41 CFR) 101-11.6
5010-112



U.S. AGENCY
FOR INTERNATIONAL DEVELOPMENT



June 5, 1981

International Crops Research Institute
for the Semi-Arid Tropics (ICRISAT)
ICRISAT Patancheru P.O.
Pin Code 502 324
Andra Pradesh
India

Subject: Grant No. .

Dear Mr. Charreau:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID" or "Grantor") hereby grants to the International Crops Research Institute for the Semi-Arid Tropics (hereinafter referred to as "ICRISAT" or "Grantee") the sum of \$350,000. An estimated \$3,400,000 may be provided in future increments pending the availability of funds and if the parties agree to continue with the Grant Activity. These funds are provided to support the Phase II program in adaptive grain research in Mali as more fully described in the attachment to this Grant entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period, July 1, 1981 through September 30, 1985.

This Grant is made to ICRISAT on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1 entitled "Program Description"; Attachment 2 entitled Specific Support Grant, September 1977; Attachment 2 (Supplement) Specific Support Grants, August, 1978 and Attachment 4 (Procurement over \$250,000) which have been agreed to by your organization.

Please sign the statement of Assurance of Compliance, enclosed herein (attachment 3), and the original and six (6) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Sincerely yours,

Norman P. Skow

Norman P. Skow
Grant Officer

Attachments:

1. Program Description.
2. Standard Provisions (September 1977) and Attachment thereto (August 1978).
3. Statement of Assurance of Compliance.
4. Procurement over \$250,000.

Accepted:

International Crops Research Institute
for the Semi-Arid Tropics

by: 

Title: Report on TCS & SAI/Unit

Date : June 5, 1981

Fiscal Data

Appropriation: _____

Allotment: _____

Project No.: 688-0226

Total Grant Amount: \$350,000

PROGRAM DESCRIPTION

A. Project Goals and Purpose

The project goal is to improve the productivity of small farmers and to increase their incomes. The purpose of the project is two fold:

1. To develop a series of technical packages from adaptive research in sorghum, millet and certain grain legumes in the 400 to 1,200 mm rainfall zone, and to make them available through crop Operations and livestock projects to small farmers and herders and;
2. To strengthen the Government of the Republic of Mali (GRM) research capability in the semi arid rainfall zone.

A five (5) year grant will be given to ICRISAT/Mali to continue to conduct research in the Sudano-Sahelian zone (400-1200 mm of annual rainfall) with millet, sorghum and selected grain legumes. This research program consists of multi-locational testing of promising open-pollinated varieties and hybrids, agronomic practices and intermediate level farming equipment.

B. Specific objectives - Phase II

The focus of research in this project is three-fold: crop improvement through the development of improved varieties and hybrids, development of agronomic cropping systems which best exploit the semi-arid conditions of the 400-1200 mm rainfall zones, and strengthening of the GRM's research infrastructure Training is also an important project component and is described here in.

C. Implementation

To achieve the stated objectives, the Grantee shall carry out the following activities with funds provided by this Grant:

1. The Grantee will: conduct research, analyze data and disseminate information of genetic materials concerning sorghum and millet varietal improvement and agronomic practices in Mali as detailed in the Project Paper dated May, 1981.
2. Provide technical support to the Malian Agronomic Research staff in the planning and execution of research concerning sorghum and millet crop improvement and agronomy.

3. Following proper Malian procedures, ICRISAT/Mali will make freely available seed of sorghum, millet, and minor millet varieties and hybrids which have been developed by ICRISAT/Mali in conjunction with SRCVO for use in Mali and in neighboring countries.
4. Establish in conjunction with Ciba-Geigy Foundation a Semi-Arid Research Station at Cinzana/Mali and provide personnel and technical support for the execution of the research on the station.
5. Establish disease screening nurseries for the selection of downy mildew and other disease resistance in pearl millet and sorghum breeding materials.
6. Establish a line-source irrigation nursery for the selection of drought resistance in sorghum and millet varieties and hybrids.
7. Provide on-the-job, short-course, and formal degree training for Malian researchers in fields related to sorghum and millet crop improvement and agronomy.
8. Provide for and coordinate project-related training in the U.S. of Malian graduate students and others for the Malian Agricultural Research and extension services.
9. Develop and make available to the agricultural extension mechanisms the results of project research including: more efficient agronomic techniques for sorghum/millet production, intercropping, the design and use of animal traction equipment, the use of locally available fertilizer materials, watershed management, and crop rotation management techniques.

D. Reports

The Grantee shall, in addition to the fiscal reports specified in the Standard Provisions (Attachment 2) provide to USAID/Bamako, at the end of each year of activity under this Grant, a progress report in 15 copies describing the results obtained, problems encountered and recommendations for future action.

E. Interrelationships of Parties in Connection with the Project

1. The Cinzana station development activity is being executed in collaboration with the FCG and the GRM. FCG, the GRM, and ICRISAT are each contributing 2 staff houses to the Cinzana station. FCG is sharing the costs of water and other infrastructure and resource development with ICRISAT. The GRM is providing Malian personnel for all parties. Decisions concerning the execution of this activity will be made collaboratively by the three parties.

2. Other project activities are executed with mutual accord and in collaboration with the GRM. ICRISAT functions is a sub group of the SRCVO and DRA and is responsible to these parts of the Malian I.E.R. and the Committee and Commission review groups for the program review and approval

3. USAID/Mali is supporting the research and development activities of ICRISAT/Mali. Through the designated USAID project manager USAID and ICRISAT will assure the execution of the project in a manner which conforms to the project design and the desires of the GRM and FCG.

4. ICRISAT will act on USAID/Mali's behalf as the project manager for INTSORMIL activities in Mali and serve as the liaison between the GRM, INTSORMIL and USAID for the planning of collaborative activities foreseen with the INTSORMIL program.

E. Budget

1. The following budget shows the items to be financed and the AID funding level for the five (5) year period of this Grant:

Budget for USAID Grant in Dollars

	1	2	3	4	5	LOP
	FY 81	FY 82	FY 83	FY 84	FY 85	TOTAL
Technical Assistance						
Long Term	50,000	155,000	160,000	165,000	170,000	700,000
Short Term	20,000	45,000	45,000	50,000	50,000	210,000
Equipment & Materials	40,000	70,000	60,000	55,000	50,000	275,000
Construction	125,000	-	-	-	-	125,000
Land Development	60,000	100,000	100,000	100,000	100,000	460,000
Training	20,000	89,000	89,000	89,000	89,000	376,000
Research Operations and Supplies	20,000	75,000	75,000	75,000	75,000	320,000
Travel and Trans- portation	15,000	60,000	60,000	60,000	60,000	255,000
(Subtotal)	(350,000)	(594,000)	(589,000)	(594,000)	(594,000)	(2,721,000)
Contingency and Inflation	-	116,000	185,000	291,000	437,000	1,029,000
TOTALS	350,000	710,000	774,000	885,000	1,031,000	3,750,000

F. Method of Payment

Once each month (or at other intervals, if approved by the USAID) the Grantee will submit to the USAID the documentation that follows:

I. Foreign Currency Cost (Includes dollar costs)

A. Voucher: An original and three (3) copies of completed SF 1034 "Public Voucher for Purchases and Services other than Personal.", each voucher identified by the AID contract number and properly executed in the amount of dollars claimed during the period covered. The voucher forms shall be supported by:

(1) The Grantee's detailed invoice, in original and two copies indicating the amount claimed in dollars. Each invoice will be supported with the following:

a. A summary statement of itemized costs by budget line item. Such statement should indicate amount previously disbursed under each line, current amount billed, and total disbursed through the end of the reporting period.

b. Signed Certification (required for requests for payment under a USAID Grant):

The undersigned hereby certifies (1) that payment of the sum claimed under the cited grant is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of non-performance, in whole or in part, under the grant or for any breach of terms of the grant; (2) the information on the fiscal report is correct and such detailed supporting information as A.I.D. may require will be furnished, at the grantee's home office or base office as appropriate, promptly to A.I.D. on request; and (3) that all requirements called for by the grant to the date of this certification have been met.

c. Place of Payment: Payment will be made to the address as shown on the voucher for payment (SF 1034).

II. Local Currency Costs

ICRISAT/Mali will submit directly to USAID/Mali all documentation for local currency costs for direct reimbursement to ICRISAT/Mali. In addition to the documentation required in FI above, ICRISAT/Mali will provide USAID with copies of all documentation for reimbursement in local currency. Such documentation will be classified according to the approved budget line items. USAID will make payment by local currency check to the Account of ICRISAT/Mali as indicated on the requests for payment (SF 1034).

III. Advance Payment

Upon request by the Grantee, USAID will provide an advance NTE \$50,000. The advance will be deposited to a non-interest bearing bank account and will remain outstanding as long as Grantee can identify a need to the satisfaction of USAID. The final payment under this grant shall account for the total amount of the outstanding advance.

G. In addition to the funds provided by USAID under this Grant, additional funds in the amount of \$318,000 will be contributed by the Government of the Republic of Mali for salaries of a national staff, land and the services of a construction expert as follows:

	1	2	3	4	5	LOP
	81-82	82-83	83-84	84-85	85-86	Total
Staff salaries	45,000	45,000	45,000	45,000	45,000	225,000
180 ha Land (\$500/ha)	90,000	-	-	-	-	90,000
Construction Expert	3,000	-	-	-	-	3,000
TOTAL	138,000	45,000	45,000	45,000	45,000	318,000

It is further understood that the Foundation Ciba-Geigy will contribute \$360,000 for a research station in cooperation with the objectives of this project.

H. Source of Procurement

The source and origin of commodities being procured for this project will be AID Geographic Code 941 countries, except for construction commodities as authorized under waivers or exempted as shelf items purchased under sanctioned local currency procurement..

Waivers

A waiver of source and origin procurement restriction from Code 941 (Selected Free World) and Mali to Code 899 (Free World) is required from AID/W to permit this purchase of construction commodities for two staff houses of about 200 m² per house. No procurement under Code 899 will be made until the above mentioned waiver is received.

I. Project Feasibility Analysis

The technical, economical, social, financial and environmental analysis set forth in Chapter IV of the Project Paper dated May, 1981 is applicable to this project.

J. Project Evaluation

During the project three categories of evaluation will be performed:

- On-going (formative) evaluation
- Annual Reviews
- A major mid-project evaluation.

On-going evaluation so essential to any successful research program has been and will continue to be carried out as a matter of course. This system is described in various sections of the project paper including Chapter 1, Section D. 3, 4 and 5. The data collection and analysis system which provides feed-back on every stage of the research program from the selection of test varieties, the results of multi-location on station tests; the results of multi-location on-farm trials carried out by SAFGRAD, and the results of multi-location sociological tests. The data collection and analysis system will also provide the information base necessary to carry out periodic assessments, including the mid-project evaluation, scheduled during this second phase of the project.

Annual reviews will continue to be carried out based largely on the detailed annual reports prepared by ICRISAT/Mali and submitted to USAID, the GRM and ICRISAT. These reports include the results of experiments carried out during the preceding year and the program for the year to come. They will be reviewed by ICRISAT's West African scientists and selected members of the ICRISAT Center's senior staff and the Malian National Research Committee at annual meetings in February-March.

The reports, along with the reactions of the above reviews, will then be presented to USAID/Mali for its detailed review. In addition to assessing progress during the previous year and plans for the future, a major objective of the USAID review will be to inform USAID staff involved with the design, implementation or evaluation of projects involving agriculture components of ICRISAT's research efforts. In addition, these same USAID staff members will observe the ICRISAT program in the field during the growing season.

ICRISAT will present a briefing paper to enable the USAID staff to get maximum benefit from these visits. Furthermore, a synthesis of its work to date will be prepared by ICRISAT for its 5-year review by CGIAR in 1983.

The mid-project evaluation to be conducted during year three will be the most extensive evaluation. It will be undertaken by a combined team representing the IER, USAID, ICRISAT and outside consultants. Based on the results of this evaluation, adjustments in the program will be made as necessary and agreed upon by USAID, the GRM and ICRISAT. This evaluation will cover all aspects of the project, including technical, socio-economic, financial and administrative. Special attention will be focused on the socio-economic feasibility of the ICRISAT strategy, the efficacy of the linkages between ICRISAT and the farmer and the GRM system for getting research results to the farmer and the feasibility of Malian institutions to continue similar research on their own.

The outside experts should include an agronomist from REDSO/WA in addition to a non-AID expert on sorghum/millet breeding and an economic anthropologist or an economist with training in anthropology.

K. Special Provisions

The following provisions set forth in Attachment 2 Standard Provisions of this Grant are hereby deleted:

Standard Provision - 5 - Negotiated Overhead Rates - Other than Educational Institutions.

Standard Provision - 7A - Payment - Federal Reserve Letter of Credit (FRIC) Advance.

Standard Provision - 7B - Payment - Periodic Advance.

Standard Provision - 12A - Title to and Use of Property (Grantee Title).

Standard Provision - 12B - Title to and Care of Property (U.S. Government).

Non-U.S. Grantees and Non-U.S. Subgrantees
 (BOTH EDUCATIONAL INSTITUTIONS AND OTHER THAN EDUCATIONAL INSTITUTIONS)

28. ALTERATIONS IN STANDARD PROVISIONS

The Standard Provisions of the SEPTEMBER 1977 Edition have been changed as follows:

a. Standard Provision 7A PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(1) Delete the applicability statement and substitute the following therefor:

(This provision is applicable when all the following conditions are met: (1) the sum of all the advances under the Grantee's contracts and grants with AID exceeds \$120,000 per annum; (2) AID has, or expects to have, a continuing relationship with the Grantee for at least a year; and (3) the Grantee's commercial bank has ready access to a U.S. Federal Reserve Bank.)

(2) Delete the term "TUS" in paras. (a), (d)(4)(A), (d)(4)(C), and (d)(5) and substitute the term "TFS" therefor.

(3) Delete the term "SER/FR" wherever it appears in para. (c) and substitute the term "the AID Controller"; also delete the term "Office of Financial Management" in para. (d)(7) and substitute the term "the AID Controller" therefor.

(4) Delete the figures "\$10,000" and "\$1,000,000" in para. (a) and substitute the figures "\$5,000" and "\$3,000,000" respectively, therefor.

(5) Delete the words "less than" in para. (d)(7) and substitute the words "more than" therefor.

b. Standard Provision 7B PAYMENT - PERIODIC ADVANCE

Delete the entire provision and substitute the following therefor:

7B. PAYMENT - PERIODIC ADVANCE

(This provision is applicable when any one of the following conditions is met: (1) the sum of all the advances under the Grantee's contracts and grants with AID does not exceed \$120,000 per annum; or (2) the sum of all such advances to the Grantee exceeds \$120,000 per annum, but there is not a continuing relationship with the Grantee of at least one year; or (3) the Grantee's commercial bank does not have ready access to a U.S. Federal Reserve Bank.)

a. Each month (or quarter, if the Grantee is on a quarterly basis) after the initial cash advance, the Grantee shall submit to the AID Controller voucher form SF 1034 (original) and SF 1034-A (three copies).

b. Each voucher shall be identified by the appropriate grant number and shall be accompanied by an original and three copies of a report in the following format:

FEDERAL CASH ADVANCE STATUS REPORT

A. Period covered by this report:	Period covered by the next report:
FROM (month, day, year) _____	TO (month, day, year) _____
TO (month, day, year) _____	TO (month, day, year) _____

B. Cash Advance Use and Needs.

1. Cash advance on hand at the beginning of this reporting period.....\$ _____
2. U.S. Treasury check advance(s) received during this reporting period.....\$ _____
3. Interest earned on cash advance during this reporting period.....\$ _____
4. GROSS cash advance available during this reporting period (Lines 1, 2, & 3).....\$ _____
5. LESS interest remitted to AID during this reporting period.....\$ _____

6. NET cash advance available during this reporting period (Line 4 minus Line 5).....\$ _____

7. Total disbursements during this reporting period, including sub-advances (see footnote 1).....\$ _____

8. Amount of cash advances available at the end of this reporting period (Line 6 minus Line 7).....\$ _____

9. Projected disbursements, including subadvances, for the next reporting period (see footnote 2).....\$ _____

10. Additional cash advance requested for the next reporting period (Line 9 minus Line 8).....\$ _____

11. Total interest earned on cash advance from the start of the Grant to the end of this reporting period, but not remitted to AID.....\$ _____

12. Total cash advances to subgrantees, if any, as of the end of this reporting period.....\$ _____

FOOTNOTES

1. The Grantee shall submit a cumulative detailed report of disbursements by BUDGET line item quarterly; the monthly cash advance status report does not require a detailed report of disbursements.
2. The Grantee shall attach to this summary a detailed projection, by BUDGET line item, of its anticipated needs for the next reporting period.

C. Certification.

The undersigned hereby certifies: (1) that the report in parts B & 9 above represents the best estimates of funds needed for the disbursements to be incurred over the period described; (2) that appropriate refund or credit to the Grant will be made in the event of disallowance in accordance with the terms of the Grant; (3) that appropriate refund or credit to the Grant will be made in the event funds are not expended; and (4) that any interest accrued on the funds made available hereby will be refunded to AID.

BY _____

DATE _____ TITLE _____

c. AID funds shall not be commingled with other Grantee owned or controlled funds. The Grantee shall deposit all AID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.

C. Standard Provision 10. PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000

Delete the entire provision and substitute the following therefor:

10. PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000 (This provision is applicable when the total procurement element [i.e., the sum of all purchase orders and contracts for goods and services] of this Grant does not exceed \$250,000.)

(a) Ineligible Goods and Services Under no circumstances shall the Grantee procure any of the following under this Grant:

- (1) military equipment,
- (2) surveillance equipment,
- (3) commodities and services for support of police or other law enforcement activities.

- (4) abortion equipment and services,
- (5) luxury goods and gambling equipment, or
- (6) weather modification equipment.

(For a more detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4D.)

If AID determines that the Grantee has procured any of the ineligible goods and services specified above under this Grant, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase.

(b) Restricted Goods

The Grantee shall not procure any of the following goods or services from a non-U.S. source (i.e., other than AID Geographic Code 000) without the prior written authorization of the Grant Officer:

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) plasticizers,
- (6) used equipment, or
- (7) U.S. Government-owned excess property.

(For a detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4C.)

If AID determines that the Grantee has procured any of the restricted goods specified above under this Grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purchase, the Grantee agrees to refund to AID the entire amount of the purchase.

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer under paragraph 10(d) above, all other goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursable under this Grant and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

- (1) The United States (AID Geographic Code 000)
- (2) "Selected Free World" countries (AID Geographic Code 941),
- (3) the cooperating country,
- (4) "Special Free World" countries (AID Geographic Code 935),

(d) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in 10(c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

- (1) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(3) impelling local political considerations precluded consideration of U.S. sources,

(4) the goods or services were not available from U.S. sources, or

(5) procurement of locally available goods or services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance Program under the Grant.

(e) The Grantee's Procurement System

(1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3 and 4, Attachment 0 of OMB Circular No. A-110.

(2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraphs 3 and 4 of Attachment 0 to OMB Circular No. A-110 and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer a copy of such approval; otherwise the Grantee's procurement policies and procedures shall conform to the specified requirements of OMB Circular No. A-110. (See AID Handbook 13, Chapter 1, paragraph 1U.)

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended to give United States small business firms an opportunity to participate in supplying commodities and services produced under this Grant, the Grantee shall, to the maximum extent possible, provide the following information to the Small Business Office, AID, Washington, D.C. 20523 at least 45 days prior (except where a shorter time is requested), and granted by the Small Business Office) to placing any order or contract in excess of \$25,000:

- (1) Brief general description and quantity of goods or services,
 - (2) Mailing date for receiving quotations, proposals, or bids, and
 - (3) Address where invitations or specifications can be obtained.
- (g) Ineligible Suppliers**

Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing" (22 CFR 206). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this Grant. AID will provide the Grantee with this list.

ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR
INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

ICRISAT (hereinafter called the "Grantee")
(Name of Grantee)

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Agency for International Development (22 CFR Part 209, 30 FR 317) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under a program or activity for which the Grantee receives Federal financial assistance from the Agency; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Agency, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

ICRISAT
(Grantee)

BY (Signature) *Philip G. Serafini*

TYPED NAME Philip G. Serafini

TITLE Representative ICRISAT/Multi

DATE June 5, 1981

Attachment 4

Procurement of Equipment, Vehicles, Supplies, Materials, and Services over \$250,000.

(a) Except as may be specifically approved or directed in advance by the Grant Officer, all equipment, vehicles, materials, supplies, and services, the foreign exchange costs of which are to be financed under this Grant shall have their source and origin and shall be shipped from the United States. In addition, for any U.S. purchase transaction in excess of \$2,500, the Grantee shall notify the seller that the item (a) must be of U.S. source and production and comply with the componentry limitations and other requirements applicable to suppliers under AID Regulation 1; and that the supplier must execute and furnish from AID 282 "Suppliers Certificate and Agreement with the Agency for International Development".

(b) Except as may be specifically approved or directed in advance by the Grant Officer or as indicated in (b) 1, 2 and 3 below all equipment vehicles, materials, supplies and services the local currency costs of which are to be financed under this Grant shall have their source and origin in Cameroon.

Imported Shelf Items

Imported shelf items are goods that are normally imported and kept in stock, in the form in which imported, for sale to meet a general demand in the country for the item; they are not goods which have been specifically imported for use in an AID-financed project.

1. Shelf Items Imported from Code 941 Sources

Shelf items are eligible for local cost financing in unlimited quantities up to the total amount available for local procurement under the terms of the project loan/grant agreement authorizing local cost financing if they have their origin in a country included in Code 941.

2. Shelf Items Imported from Other Free World sources

Shelf items having their origin in any country included in Code 899 but not in Geographic Code 941 are eligible if the price of one unit does not exceed \$2,500. For goods sold by units of quantity; e.g., tons, barrels, etc., the unit to which the local currency equivalent of \$2,500 is applied is that which is customarily used in quoting prices. The total amount of imported shelf item purchases from countries included in Code 899 but not in Code 941 may not exceed 10% of the total local costs financed by AID for the project, or \$10,000 whichever is higher.

3. Shelf Items from Non-Free World Sources

Imported shelf items produced in or imported from countries not included in Geographic Code 899 are ineligible for AID financing.

(c) Ineligible Goods and Services

Under no circumstances shall the Grantee procure any of the following under this Grant:

- (1) military equipment,
- (2) surveillance equipment,
- (2) commodities and services for support of police or other law enforcement activities,
- (4) abortion equipment and services,
- (5) luxury goods and gambling equipment, or
- (6) weather modification equipment.

(For a more detailed discussion of the subject, see AID Handbook 1, Supplement B, Chapter 4D).

If AID determines that the Grantee has procured any of the ineligible goods and services specified above under this Grant, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase.

(d) Restricted Goods

The Grantee shall not procure any of the following goods or services from a non-U.S. (i.e., other than AID Geographic Code 000) without the prior written authorization of the Grant Officer:

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) plasticizers
- (6) used equipment, or
- (7) U.S. Government-owned excess property

(For a detailed discussion of the subject, see AID Handbook 1, Supplement B, Chapter 4C).

If AID determines that the Grantee has procured any of the restricted goods specified above under this Grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of such purchase.

(e) The Grantee's Procurement System

(1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3 and 4 Attachment O of OMB Circular No. A-110.

(2) If the Grantee's procurement policies and procedures have been reviewed against procurement requirements of paragraphs 3 and 4 of Attachment O to OMB Circular No. A-110 and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer a copy of such approval; otherwise the Grantee's procurement policies and procedures shall conform to the specified requirements of OMB Circular No. A-110 (See AID Handbook 13, Chapter 1, paragraph 10).

(f) Small Business

To permit, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms and opportunity to participate in supplying commodities and services procured under this Grant, the Grantee, shall, to the maximum extent possible, provide the following information to the Small Business Office, AID, Washington, D.C. 20523 at least 45 days prior (except where a shorter time is requested of, and granted by the Small Business Office) to placing any order or contract in excess of \$25,000:

- (1) Brief general description and quantity of goods or services;
- (2) Closing date for receiving quotations, proposals, or bids; and
- (3) Address where invitations or specifications can be obtained.

(g) Ineligible Suppliers

Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID financing" (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this Grant. AID will provide the Grantee with this list.