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DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

80 JUN 1978

Dr. Russell Ross
Associate Dean for Scientific Affairs
University of Washington
School of Medicine
Division of Hematology, Rm -10
Seattle, Washington, 98195

Subject: Grant No. AID/DSAN-G-0022
Cognizant Technical Office:
DS/N

Dear Dr. Ross:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the University of Washington (hereinafter referred to as "UW" or "Grantee") the sum of \$25,060 (Twenty-Five Thousand Sixty Dollars) to provide financial support for a Clinical Study on Muscle Dysfunction in Iron Deficiency, which is fully described in your Proposal to A.I.D. dated October 19, 1977.

This Grant is effective, and obligation is made, as of July 1, 1978 and shall apply to commitments made by the Grantee in furtherance of program objectives during the period from July 1, 1978 through June 30, 1979.

This Grant is made to the UW on condition that the funds will be administered under this grant in accordance with the terms and conditions as set forth in Attachment 1 entitled "Program Description," Attachment 2 entitled "Standard Provisions," and Attachment 4 entitled * which are incorporated herein and made a part hereof. To the extent of any inconsistency between your proposal and the Standard Provisions, and any other provisions which are made a part of this Grant by reference or otherwise, the Standard Provisions shall control.

Please sign the Statment of Assurance of Compliance, enclosed herein as Attachment 3, and the original and eight (8) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

*Proposal: A Clinical Study of Muscle Dysfunction in Iron Deficiency.

Please sign the Statement of Assurance of Compliance, enclosed herein as Attachment 3, and the original and eight (8) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Please return the Statement of Assurance of Compliance and the original and seven (7) copies of this Grant to the undersigned.

Sincerely yours,



Morton Darvin
Grant Officer
Agriculture/Nutrition Branch
Central Operations Division
Office of Contract Management

Attachments:

1. Program Description
2. Standard Provisions
3. Statement of Assurance and Compliance
4. Proposal

ACKNOWLEDGED BY

UNIVERSITY OF WASHINGTON

BY: D. R. Baldwin

PRINTED BY: _____

TITLE: _____

DATE: _____

FISCAL DATA

Appropriation No.: 72-1181021,3
Allotment No. : 843-36-099-00-22-81
PIO/T No. : 3187777
Project No. : 931-1157.14
Total Grant Amount: \$25,060

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ATTACHMENT I

PROGRAM DESCRIPTION

A. Purpose of Grant

The purpose of this grant is to determine that oral iron administration to iron deficient subjects will cause an improvement in work capacity independent of hemoglobin (Hb) concentration and to try to characterize the nature of muscle dysfunction.

B. Specific Objectives

This research activity will consist of two experiments:

Experiment - I

To demonstrate improvement in work capacity independent of Hb. Individuals with iron deficiency as evidenced by red cell microcytosis and hypochromia but with Hb of 10-11% will be selected for this study. Initial and six (6) days following blood samples will be drawn for these analyses: Hb, plasma iron (Fe), total Fe binding capacity (TIBC), red cell protoporphyrin (RCP), serum ferritin, reticulocyte count. Maximum work performance will be evaluated by a treadmill test as described by Bruce & Lerman, Postgrad. Med. 57:59, 1975. The treadmill test will be carried out daily during the six day test period. Maximal oxygen consumption will be determined in all subjects using method described by Bruce et. al., American Heart J. 85:546:, 1973. Blood samples will be drawn from subjects for lactic acid and pH determinations at the end of each treadmill run. Oral Fe will be administered daily during this experimental period to 10 women and 6 men who are Fe deficient. They will be compared to 2 control (c) groups; one (c) group will be Fe deficient not receiving Fe, and another (c) group will be individuals with normal Hb and transferrin saturation who are given Fe. At the completion of the experimental period (6 days) the Fe deficient (c) group will be given Fe therapy for six days and again clinically and physiologically evaluated as before (blood and work performance tests).

Experiment - II

This experiment will be conducted to characterize the nature of muscle abnormality. Only after it has been demonstrated that work performance in iron deficient subjects is improved by Fe treatment without a change in Hb concentration or mass (Experiment I) will the following study be initiated.

Another group of ten Fe deficient and ten control subjects will be used in this experiment. Subjects will be given oral Fe therapy for six days. Muscle biopsies will be taken before and at the completion of the experiment. Several biochemical analyses will be conducted on the biopsed tissuesamples including mitochondrial oc-glycero phosphate oxidase.

Research Subjects

Young adults will be preferentially employed in these experiments. Women will be preferred as subjects since they constitute the major group of effected people. All subjects must be free of disease. Subjects that are not to be used as control normals but as Fe deficient subjects must show the following clinical indicators of Fe deficiency: Hb between 10-11% transferring saturation - 15%, RCP- 100 ug protoporphyrin - 12ng/100 ml serum.

Grantee and Subgrantee

The Grantee and Subgrantee set forth in this Grant must follow and abide by the AID policy for protection of the individuals as research subjects. Safeguarding the rights and welfare of human subjects involved in research supported by AID is the responsibility of the institution to which support is awarded. It is the policy of AID that no work shall be initiated under a grant, award, or contract for the support of research involving human subjects unless the research is given initial and continuing review and approval by an appropriate committee of the applicant institution. This review shall assure that:

- A. The rights and welfare of the individuals involved are adequately protected.
- B. The methods used to obtain informed consent involved are adequately protected.
- C. The risks and potential medical benefits of the investigation are assessed.

Written Assurance

The Grantee must provide written assurance to AID that it will abide by this policy for all research involving human subjects supported by AID funds before any work may be initiated. This assurance shall consist of a written statement of compliance with the requirements regarding initial and continuing review of research involving human subjects and a description of the Grantee's review committee structure, its review procedures, and the facilities and personnel available to protect the health and safety of human subjects.

In addition to providing the assurance, the Grantee must also certify to AID for each proposal involving human subjects that its committee has reviewed and approved the proposed research before any work may be initiated.

Site of Experiments

Preliminary studies that will test the general methodologies and approach will be carried out by the Grantee of the University of Washington (UW). The field research testing in Venezuela will be carried out at the Instituto Venezolano de Investigaciones Cientificas (I.V.I.C.) under a subgrant between the UW and I.V.I.C. Individuals from rural Venezuela will be asked to volunteer.

C. Implementation

To achieve the objectives above, the Grantee shall:

1. Utilize the professional services of Dr. Clement Finch, as the principal investigator, who is the Professor of Medicine, and Head of Hematology at the University of Washington and other co-investigators allocated to this project at the University of Washington.

2. Abide by AID policy for protection of the individuals as research subjects.

3. Subgrant with the Instituto Venezolano de Investigaciones Cientificas (IVIC), Caracas, Venezuela for the services of Dr. Miguel Layrisse, Head of Hematology as the principal investigator in the field and Dr. Carlos Martinez-Torres as the co-investigator.

D. Reporting

At the conclusion of the grant activity, the Grantee shall prepare and submit to the AID Representative, noted below, thirty-five (35) copies of a final report which summarizes the accomplishments of the grant activity. The final report shall be submitted with thirty-days after completion of the grant activity.

The AID Representative for this grant activity is:

Dr. Samuel G. Kahn
DS/N, Room 714B
Agency for International Development
Washington, D.C. 20523

Upon receipt of final report by AID Representative, distribution shall be made as follows:

a. Submit three (3) copies to:

AID Documentation Coordination
DS/RUI
Washington, D.C. 20523, or designee.

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b. Submit three (3) copies to:

AID Reference Center
Agency for International Development
Washington, D.C. 20523

c. Submit one (1) copy to the Grant officer whose name appears on the cover page of this grant.

d. The report format shall follow the "Guidelines for Preparation of the Annual Reports and Research Publication" attached hereto as Attachment 6 and made a part hereof.

f. All reports shall include a title page showing the title of the report, project title as set forth in the grant and the grant number. One copy of each report shall be clearly typed on printed or white paper so that it may be photographed to produce a microfilm master. The technical report shall be accompanied by an author-prepared abstract.

g. All other Publication that comes out of this grant, the Grantee shall submit twelve (12) copies to the AID Representative.

E. Budget

AID's contribution toward this research activity is \$25,060.

<u>Line Items</u>	<u>AID's Contribution</u> <u>FR: 7/1/78 TO: 6/30/79</u>
1. Salaries and Wages	\$1,000
2. Benefits (6%)	60
3. Supplies and Materials	3,000
4. Travel and Transportation	1,000
5. Research Subjects	800
6. Indirect Cost (32%)	520
7. Subgrantee	<u>18,680</u>
Total	\$25,060

Reimbursement to the Grantee shall be made in accordance with Standard Provision No. 7C, Payment - Reimbursement.

The Grantee may not exceed AID's total contribution set forth in the budget. Adjustments between the line items are unrestricted.

F. Payment

1. Payment of allowable costs under this grant shall be made in accordance with 1 and 7C entitled "Allowable Costs and Payment (Educational Institutions)" and "Payment - Reimbursement" of the Standard Provisions in effect on the date of this grant.

2. The Grantee shall submit the appropriate forms as required by Standard Provision No. 7C (Payment - Reimbursement) for payment to the following address:

Agency for International Development
SER/FM/PAD
Washington, D.C. 20523

a. Submission of the required forms (SF 1034, SF 269, SF 270, SF 271, and SF 272) for payment are attached hereto as Attachment 5 for your review and compliance.

b. Submission of each payment voucher (SF 1034) shall have on its face sheet the following information:

Grant No.: AID/DSAN-G-0022
Project No.: 931-931-1157.14
Project Office: DS/N

G. Special Provisions

1. Domestic and International Air Travel

Reimbursement of grant funds for domestic and international travel shall be made in accordance with Standard Provision No. 8 entitled "Travel and Transportation".

2. Personnel Compensation

Salaries and wages may not exceed the Grantee's established policy and practice, including the Grantee's established pay scale for equivalent classification of employees which will be certified to by the Grantee, nor may any individual's salary or wage exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years, provided that if the work is to be performed by the employee serving overseas for a period in excess of one year, the normal base salary may be increased in accordance with the Grantee's established policy and practices, but not to exceed 10 percent of base U.S. salary excluding benefits. There is a ceiling on reimbursable salaries and wages paid to person employed directly under the grant of the maximum salary rate of FSR-1 (or equivalent daily rate of the maximum FSR-1 salary, if compensation is not on any annual basis). The daily rate of a FSR-1 is determined by dividing the annual salary by 260 days.

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Compensation for third country and cooperating country nationals may not exceed the Grantee's established policy and practices, nor the level of salaries paid to equivalent personnel by the AID Mission in the cooperating country; or the prevailing rates for the third country nationals, as determined by AID, paid to personnel of equivalent technical competence. TCNs and CCNs shall be citizens of 935 countries (AIDPR 7-6.5201-1).

3. AID's Protection Policy for Research Subjects

AID's policy entitled "Protection of the Individual as a Research Subject" is incorporated into this grant as Attachment 8 and made a part hereof.

4. Negotiated Overhead Rate

Pursuant to Standard Provision Nos. 5A and 5B entitled "Negotiated Overhead Rates - Predetermined" and Negotiated Overhead Rates - Educational Institutions" respectively, the following rate be provisional for the period beginning July 1, 1978 through June 30, 1979.

Pending establishment of a final rate for the period beginning July 1, 1978 through June 30, 1979, provisional payments on account of allowable indirect costs shall be made using the below rate:

On-Campus (Research): 52% Base*

*Base

Direct salaries and wages including vacation, holiday and sick pay but excluding other fringe benefits.

TREATMENT OF FRINGE BENEFITS

Fringe benefits applicable to direct salaries and wages are treated as direct costs.

H. Alterations to the Standard Provisions

Alterations are made in the Standard Provisions of this grant, as follows:

- a. Delete Provision No. 7A. (FRLC) and 7C. Payment - Reimbursement; 12A, B, and C (Title to Use of Property and Care of Property); 15 (Voluntary Participation); 16 (Prohibition on Abortion - Related Activities); and 17 (Voluntary Participation Requirements for Sterilization Programs in their entirety.
- b. Delete Provision No. 10, Procurement of Goods and Services Under \$25,000 in its entirety and substitute Amendment dated "October 1977" in lieu thereof, which is attached hereto as Attachment 7 and made a part hereof.

U.S. Grantees and U.S. Subgrantees:
EDUCATIONAL INSTITUTIONS
INDEX OF
STANDARD PROVISIONS

- | | |
|---|---|
| 1. Allowable Costs and Payment (Educational Institutions) | ***12C. Title to and Care of Property (Cooperating Country Title) |
| 2. Accounting, Records, and Audit | 13. Conversion of United States Dollars to Local Currency |
| 3. Refunds | 14. Termination |
| 4. Equal Opportunity in Employment | 15. Voluntary Participation |
| *5A. Negotiated Overhead Rates - Predetermined | 16. Prohibition on Abortion-Related Activities |
| *5B. Negotiated Overhead Rates - Educational Institutions | 17. Voluntary Participation Requirements for Sterilization Programs |
| 6. Limitation of Funds | 18. Publications |
| **7A. Payment - Federal Reserve Letter of Credit (FRLC) Advance | 19. Patents |
| **7B. Payment - Periodic Advance | 20. Regulations Governing Employees Outside the United States |
| **7C. Payment - Reimbursement | 21. Subordinate Agreements |
| 8. Travel and Transportation | 22. U.S. Officials Not to Benefit |
| 9. Ocean Shipment of Goods | 23. Covenant Against Contingent Fees |
| 10. Procurement of Goods and Services Under \$250,000 | 24. Nonliability |
| 11. Government Furnished Excess Personal Property | 25. Amendment |
| *12A. Title to and Use of Property (Grantee Title) | 26. The Grant |
| *12B. Title to and Care of Property (U.S. Government Title) | 27. Notices |

* If the institution is not on a predetermined rate basis, omit 5A; otherwise use both provisions.

* Select only 1 payment provision from Group 7.

* Select only 1 property provision from Group 12, if title to all property is vest in one entity; however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 12 and identify the categories and entities in Attachment 1 of the Grant.

1. ALLOWABLE COSTS AND PAYMENT (EDUCATIONAL INSTITUTIONS)
(This provision is applicable to educational institutions.)
The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant Officer to be allowable in accordance with the terms of this Grant and Federal Management Circular No. 73-8, "Cost Principles for Educational Institutions" in effect on the date of this Grant. Payment of allowable costs shall be in accordance with the payment provision of this Grant.

2. ACCOUNTING, RECORDS, AND AUDIT
The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the Grant. The Grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives (a) until the expiration of three years from the date of termination of the program and (b) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of Grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

3. REFUNDS
(a) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, the Grantee shall refund to AID an amount equivalent to the amount of interest accrued.
(b) Funds obligated hereunder but not disbursed to the Grantee at the time the Grant expires or is terminated, shall revert to AID, except for funds encumbered by the Grantee by a legally binding transaction applicable to this Grant. Any funds disbursed to but not expended by the Grantee at the time of expiration or termination of the Grant shall be refunded to AID.
(c) If, at any time during the life of the Grant, it is determined by AID that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall refund such amounts to AID.

4. EQUAL OPPORTUNITY IN EMPLOYMENT
(This provision is applicable to all grantees and

subgrantees who either perform work in the United States or who recruit personnel in the United States to do work abroad.)

(a) With regard to the employment of persons in the U.S. under this Grant, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, color or national origin of such persons and, in accordance with Title VI of the Civil Rights Act of 1964, when work funded by this Grant is performed in the U.S., no person shall, on the grounds of race, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply, in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

(b) In addition, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to sex, religion, age and handicap, in accordance with P.L. 92-261, P.L. 93-259, P.L. 93-112 and P.L. 93-508. When work funded by AID under this Grant is performed in either the U.S. or overseas no person shall, on the grounds of sex, religion, age or handicap, be excluded from participation, be denied benefits, or be subjected to discrimination.

5A. NEGOTIATED OVERHEAD RATES - PREDETERMINED
(This provision is applicable to educational institutions that are on a predetermined overhead rate basis.)

(a) Notwithstanding the provision of this Grant entitled "Allowable Costs and Payment", the allowable indirect costs under this Grant shall be obtained by applying the predetermined overhead rate(s) to the base(s) agreed upon by the parties, as specified in Attachment 1 of this Grant.

(b) The Grantee, as soon as possible but not later than 3 months after the close of its fiscal years during the term of this Grant, shall submit to the AID Grant Officer with copies to the cognizant audit activity, the AID Auditor General, and the AID Overhead and Special Costs Branch, proposed predetermined overhead rate(s) based on the Grantee's actual cost experience during that fiscal year, together with supporting cost data. Negotiation of predetermined overhead rates by the Grantee and the AID Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of Federal Management Circular 73-8, "Cost Principles for Educational Institutions", in effect on the date of this Grant.

(d) Predetermined rate(s) appropriate for the work under this Grant in effect on the effective date of this Grant shall be incorporated into the Grant. Rates for subsequent periods shall be negotiated and the results set forth in a written overhead rate agreement executed by both parties. Such agreement shall be automatically incorporated into this Grant upon execution and shall specify (1) the agreed predetermined overhead rate(s), (2) the base(s) to which the rate(s) applies, (3) the fiscal year unless the parties agree to a different period for which the rate(s) applies, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(e) Pending establishment of the predetermined overhead rate(s) for any fiscal year or different period agreed to by the parties, the Grantee shall be reimbursed either at the rate(s) fixed for the previous fiscal year or other period or at a billing rate(s) acceptable to the AID Grant Officer subject to appropriate adjustment when the final rate(s) for the year or other period are established.

(f) Any failure by the parties to agree on any predetermined overhead rate(s) under this provision shall not be considered a dispute within the meaning of the "Disputes" provision of this Grant. If for any fiscal year or other period specified in the Grant the parties fail to agree to a predetermined overhead rate(s), it is agreed that the allowable overhead costs under this Grant shall be obtained by applying the negotiated final overhead rates in accordance with the terms of the "Negotiated Overhead Rates-Educational Institutions" provision of this Grant.

5B. NEGOTIATED OVERHEAD RATES - EDUCATIONAL INSTITUTIONS

(This provision is applicable to educational institutions which do not have predetermined rates; however, it shall also be included when the NEGOTIATED OVERHEAD RATES - PREDETERMINED provision is used, under the conditions set forth therein.)

(a) Pursuant to this provision, an overhead rate(s) shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable costs shall be at the rate(s), on the base(s), and for the period(s) shown in Attachment 1 to this Grant.

(b) The Grantee, as soon as possible but not later than 90 days after the close of each of its accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Special Operations Division, Office of Contract Management, AID, Washington, D.C. and to the Office of the Auditor General, AID, Washington, D.C., a proposed final rate(s) for the period, together with supporting cost data. Negotiation of the final overhead rate(s) by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Federal Management Circular No. 73-8, "Cost Principles for Educational Institutions", as in effect on the date of this Grant.

(d) The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such agreement shall specify (1) the agreed final rate(s), (2) the base(s) to which the rate(s) applies, and (3) the period(s) for which the rate(s) applies. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(e) Pending establishment of the final overhead rate(s) for any period, the Grantee shall be reimbursed either at the negotiated provisional rate(s) as provided above or at a billing rate(s) acceptable to the Grant Officer.

subject to appropriate adjustment when the final rate(s) for that period is established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of the negotiated provisional rate(s) provided in this provision shall be set forth in a modification to this Grant.

6. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded grants; it becomes inapplicable when the grant is fully funded.)

(a) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in Attachment 1 (hereinafter referred to as "the Schedule") to this Grant, and the Grantee agrees to perform the work specified in the Schedule and all obligations under this Grant within such estimated cost.

(b) The amount presently available for payment and obligated under the Grant, the items covered thereby, and the period of performance which it is estimated the obligated amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be obligated under this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to perform or have performed work on this Grant up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Grant approximates but does not exceed the total amount actually obligated under the Grant.

(c) If at any time the Grantee has reason to believe that the costs which it expects to incur in the performance of this Grant in the next succeeding 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then obligated under the Grant, the Grantee shall notify the Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Thirty days prior to the end of the period specified in the Schedule, the Grantee will advise the Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not obligated by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the "Termination" provision of this Grant on such a date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligations hereunder for a period extending beyond such date, it shall specify the later date in its request and the Grant Officer, in his discretion, may terminate this Grant on that later date.

(d) Except as required by other provisions of this Grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the Grant, and the Grantee shall not be obligated to continue performance under the Grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the Grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant. To the extent the amount obligated exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the Grant Officer shall affect the amount obligated under this Grant. In the absence of the specified notice, the Government shall not be obligated to reimburse the Grantee for any costs in excess of the total amount then obligated under the Grant, whether

those excess costs were incurred during the course of the Grant or as a result of termination. When and to the extent that the amount obligated under the Grant has been increased, any costs incurred by the Grantee in excess of the amount previously obligated shall be allowable to the same extent as if such costs had been incurred after such increase in the amount obligated; unless the Grant Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(e) Nothing in this provision shall affect the right of the Government to terminate this Grant. In the event this Grant is terminated, the Government and the Grantee shall negotiate an equitable distribution of all property produced or purchased under the Grant based upon the share of cost incurred by each.

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

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts exceed \$250,000 per annum and AID has, or expects to have a continuing relationship with the grantee for at least one year.)

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as an "FRLC") in the amount of this Grant, against which the Grantee may present payment vouchers (i.e., TUS 5401). The payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$10,000 or more than \$1,000,000. Since the FRLC method enables the recipient organization to obtain funds from the U.S. Treasury concurrently with and as frequently as disbursements are made by the recipient, there need be no time lag between disbursements by the recipient organization and drawdowns from the U.S. Treasury by FRLC. Therefore, there is no necessity for the recipient to maintain balances of Federal cash other than small balances.

(b) In no event shall the accumulated total of all such payment vouchers exceed the amount of the FRLC.
(c) If at any time, SER/FM determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, SER/FM shall advise the Grant Officer who may: (1) cause the FRLC to be suspended or revoked; or (2) direct the Grantee to withhold submission of payment vouchers until such time as, in the judgment of SER/FM, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Grant, and/or (3) request the Grantee to repay to AID the amount of such excess. Upon receipt of the Grant Officer's request for repayment of excess advance payments, the Grantee shall promptly contact SER/FM to make suitable arrangements for the repayment of such excess funds. Advances made by primary recipient organizations (those which receive payments directly from the Government) to secondary recipients shall conform to the same standards outlined above applicable to advances made by the Government to primary recipient organizations.

(d) Procedure for Grantee

(1) After arranging with a commercial bank of its choice for operation under the FRLC and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver to the AID Controller 3 originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit" signed by those official(s) authorized to sign payment vouchers against the FRLC and by an official of the Grantee who has authorized them to sign.

(2) The Grantee shall subsequently receive one certified copy of the FRLC.

(3) The Grantee shall confirm with his commercial bank that the FRLC has been opened and is available when funds are needed.

(4) To receive payment, the Grantee shall:

(A) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.

(B) Have the original and two copies of the voucher

signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(C) Present the original, duplicate and triplicate copy of the Form TUS 5401 to his commercial bank.

(D) Retain the quadruplicate copy of the voucher.

(5) After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.

(6) In preparing the payment voucher, the Grantee assigns a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the FRLC.

(7) A report of expenditures (i.e., SF 269, "Financial Status Report") shall be prepared and submitted not less than quarterly within 30 days of the end of the period to the Office of Financial Management, AID, Washington, D. C. 20523. This SF 269 Report, submitted with Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal", shall be in an original and 2 copies.

(8) The SF 269 report is reviewed against the Grant provisions, and any improper disbursement is disallowed. The Grantee is notified of the reason for the disallowance and is directed to adjust the next periodic report of expenditures to reflect the disallowance and to reduce its next payment voucher against the FRLC by the amount of the disallowance.

(9) In addition to the submission of the SF 269 and the SF 1034, the Grantee shall submit an original and 2 copies of SF 272, "Federal Cash Transaction Report" as follows:

(A) For advances totaling less than \$1 million per year, the Grantee shall submit the SF 272 within 15 working days after the end of the reporting quarter.

(B) For advances totaling more than \$1 million per year, the Grantee shall submit the SF 272 within 15 working days after the end of each month, and

(C) The Grantee's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.

(e) Refund of Excess Funds

(1) If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or grants held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

(2) If the Grantee is still holding excess FRLC funds on a grant contract, or similar instrument under which work has been completed or terminated but all costs have not been settled, the Grantee agrees to:

(A) Provide within 30 days after requested to do so by the Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)

(B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under the Grant; and

(C) If the Grantee fails to comply with the Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts, grants or similar instruments held with the Grantee, to withhold payment of FRLC or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

7B. PAYMENT---PERIODIC ADVANCE

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts do not exceed \$250,000 per annum or if the advance to the Grantee aggregates more than \$250,000 per annum but there is not a continuing relationship of at least one year.)

(a) Each month (or quarter, if the Grantee is on a quarterly basis) after the initial advance, the Grantee shall submit to the AID Controller an original and 2

copies of SF 272, "Federal Cash Transactions Report" as follows:

(1) The Grantee shall submit the SF 272 within 15 working days after the end of the reporting period, and
(2) The Grantee's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.

(b) Along with each SF 272 submission, a Grantee shall submit an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal"; each voucher shall be identified by the Grant number and shall state the total actual expenditures for the reporting period.

(c) Each quarterly voucher (i.e., SF 1034) or third monthly voucher, if the Grantee is on a monthly basis, shall also be supported by an original and 2 copies of a SF 269, "Financial Status Report". The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034 and the SF 272; however, the SF 269 shall cover the same quarterly period as the SF 1034(s) and the SF 272(s).

(d) Refund of Excess Funds

(i) If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or grants held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

(2) If the Grantee is still holding excess advance funds on a grant, contract, or similar instrument under which the work has been completed or terminated but all costs have not been settled, the Grantee agrees to:

(A) Provide within 30 days after requested to do so by the Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)

(B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under the Grant; and

(C) If the Grantee fails to comply with the Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts, grants or similar instruments held with the Grantee, to withhold payment of other advances and/or withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

7C. PAYMENT--REIMBURSEMENT

(This provision is applicable to grants for construction, or to grants which do not provide for either a periodic advance or an FRLC in accordance with AID Handbook 13, paragraph 10.5.)

(a) Each month the Grantee shall submit to the AID Controller an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal"; each voucher shall be identified by the Grant number and shall state the total amount of costs incurred for which reimbursement is being requested.

(b) In addition to the SF 1034, each non-construction grant voucher shall be supported by an original and 2 copies of SF 270, "Request for Advance or Reimbursement", and each construction grant voucher shall be supported by an original and 2 copies of SF 271, "Outlay Report and Request for Reimbursement for Construction Programs".

(c) Each quarterly voucher (or each third monthly voucher) shall also be supported by an original and 2 copies of a SF 269, "Financial Status Report". The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034; however, the SF 269 shall cover the same quarterly period as the SF 1034(s).

8. TRAVEL AND TRANSPORTATION

(This provision is applicable when domestic or international air travel or shipment costs are reimbursable under the Grant.)

(a) The Grant Officer hereby approves international air travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant Project Officer in AID prior to sending any individual outside the United States to perform work under the Grant; the Grantee shall advise the Project Officer at least 30 days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant Mission or U.S. Embassy advance notification (with a copy to the Project Officer) of the arrival date and flight identification of Grant financed travellers.

(b) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, it will so notify the Grantee after receipt of advice of intent to travel required above. AID will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this Grant.

(c) All international air travel and all international air shipments under this Grant shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations, provided that the Grantee certifies to the facts in the voucher and other documents retained as part of his Grant records to support his claim for reimbursement and for post audit:

(1) Where the traveler, while enroute, has to wait 6 hours or more to transfer to a U.S. flag air carrier to proceed to the intended destination, or

(2) Where a flight by a U.S. flag air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc. and no other flight by a U.S. flag air carrier is available during the 6 hour period, or

(3) Where by itself or in combination with other U.S. flag air carriers (if U.S. flag air carriers are "unavailable") it takes 12 hours or longer from the original airport to the destination airport to accomplish the Grantee's program than would service by a non-U.S. flag air carrier or carriers, or

(4) When the elapsed traveltime on a scheduled flight from origin to destination airports by non-U.S. flag air carrier(s) is 3 hours or less, and services by U.S. flag air carrier(s) would involve twice such traveltime.

NOTE: Where U.S. Government funds are used to reimburse Grantee's use of other than U.S. flag air carriers for international transportation, the Grantee will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS
I hereby certify that the transportation service for personnel (and their personal effects) or property by U.S. flag air carrier was unavailable for the following reason(s):
(State appropriate reason(s) as set forth above; see 41 CFR 1-1.323-3 for further guidance).

(d) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR); however, if the Grantee's domestic and international travel allowance policies and procedures have been reviewed and approved by AID or another Federal department or agency pursuant to the applicable Federal cost principles, the Grantee may use its travel allowance system in lieu of the FTRs after it has furnished the Grant Officer with a copy of such approval.

9. OCEAN SHIPMENT OF GOODS

(This provision is applicable when ocean shipment costs are reimbursable under the Grant.)

(a) 50% of all international ocean shipments made by the Grantee, to be financed hereunder, shall be made on U.S. flag vessels. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may request a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, giving the basis for the request.

(b) When the AID Transportation Support Division makes and issues a determination to the Grantee that U.S. flag vessels are not available, the ocean shipment costs on foreign flag vessels, as named in the determination, will be eligible for reimbursement under the Grant. In all

instances Grantee vouchers submitted for reimbursement under the Grant which include ocean shipment costs will include a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bill(s) of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement, and indicate the applicable AID Grant Number."

(c) Shipments by voluntary non-profit relief agencies (i.e., PVO's) shall be governed by paragraphs (a) and (b) above and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Non-Profit Relief Agencies" (22 CFR 202).

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) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer, all goods (e.g., equipment, vehicles, 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).

(b) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in (a) 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.

(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,
- (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.

(d) 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 purpose, the Grantee agrees to refund to AID the entire amount of the 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 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 with 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 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.

11. GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

(This provision applies when personal property is furnished under the Grant.)

The policies and procedures of AID Handbook 16, "Excess Property", and the appropriate provisions of 41 CFR 101-43 apply to the government furnished excess personal property under this Grant.

12A. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

(This provision is applicable when the Government vests title in the Grantee only.)

Title to all property financed under this Grant shall vest in the Grantee, subject to the following conditions:

(a) The Grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the Grantee under this provision under this Grant or any other U.S. Government grant, subgrant, contract or subcontract.

(b) The Grantee agrees to use and maintain the property for the purpose of the Grant in accordance with the requirements of paragraph 1T of Chapter 1, AID Handbook 13.

(c) With respect to nonexpendable property having an acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

- (1) To report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and

location.

(2) To transfer title to any such items to the Government in accordance with any written request therefor issued by the Grant Officer at any time prior to final payment under this Grant.

12B. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT)

(This provision is applicable when title to property is vested in the U.S. Government.)

(a) Property, title to which vests in the Government under this Grant, whether furnished by the Government or acquired by the Grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(b) Use of Government Property

Government property shall, unless otherwise provided herein or approved by the Grant Officer, be used only for the performance of this Grant.

(c) Control, Maintenance and Repair of Government Property

The Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this Grant. The Grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the Grant Officer may prescribe as reasonably necessary for the protection of the Government property.

The Grantee shall submit, for review and written approval of the Grant Officer, a records system for property control and a program for orderly maintenance of Government property; however, if the Grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110 (see paragraph 1T of Chapter 1, AID Handbook 13), the Grantee shall furnish the Grant Officer proof of such approval in lieu of another approval submission.

(1) Property Control

The property control system shall include but not be limited to the following:

(A) Identification of each item of Government property acquired or furnished under the Grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(B) The price of each item of property acquired or furnished under the Grant.

(C) The location of each item of property acquired or furnished under the Grant.

(D) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(E) A record of disposition of each item acquired or furnished under the Grant.

(F) Date of order and receipt of any item acquired or furnished under the Grant.

The official property control records shall be kept in such condition that at any stage of completion of the work under this Grant, the status of property acquired or furnished under this Grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the Grant shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program

The Grantee's maintenance program shall be such as to provide for, consistent with sound business practice and the terms of the Grant: (i) disclosure of need for and the performance of preventive maintenance, (ii) disclosure and reporting of need for capital type rehabilitation, and (iii) recording of work accomplished under the program.

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The Grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss

(1) The Grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the Grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the Grantee's business, or all or substantially all of the Grantee's operations at any one plant, laboratory, or separate location in which this Grant is being performed;

(ii) Which results from a failure on the part of the Grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Grant Officer under (c) above;

(iii) For which the Grantee is otherwise responsible under the express terms of the article or articles designated in Attachment 1 to this Grant.

(iv) Which results from a risk expressly required to be insured under some other provision of this Grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Grantee is otherwise reimbursed; but only to the extent of such insurance or reimbursement;

Provided, that, if more than one of the above exceptions shall be applicable in any case, the Grantee's liability under any one exception shall not be limited by any other exception.

(2) The Grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Grantee to carry such insurance under any other provision of this Grant.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Grantee shall notify the Grant Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Grant Officer a statement of:

(i) The lost, destroyed, and damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

The Grantee shall make repairs and renovations of the damaged Government property or take such other action as the Grant Officer directs.

(4) In the event the Grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the Grant, or shall otherwise reimburse the Government, as directed by the Grant Officer. The Grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Grant Officer, shall, at the Government's

expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignments in favor of the Government) in obtaining recovery.

(e) Access

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(f) Final Accounting and Disposition of Government Property

Upon completion of this Grant, or at such earlier dates as may be fixed by the Grant Officer, the Grantee shall submit, in a form acceptable to the Grant Officer, inventory schedules covering all items of Government property not consumed in the performance of this Grant or not theretofore delivered to the Government, and shall prepare deliver, or make such other disposal of the Government property as may be directed or authorized by the Grant Officer.

(g) Communications

All communications issued pursuant to this provision shall be in writing.

12C. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the Cooperating Government may designate.)

(a) Except as modified by Attachment 1 of this Grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the Grantee by AID or by the Cooperating Government, shall at all times be in the name of the Cooperating Government or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in Attachment 1 of this Grant; but all such property shall be under the custody and control of the Grantee until the owner of title directs otherwise or completion of work under this Grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The Grantee shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The Grantee shall be guided by the requirements of paragraph 11 of Chapter 1, AID Handbook 13.

(c) Within 90 days after completion of this Grant, or at such other date as may be fixed by the Grant Officer, the Grantee shall submit an inventory schedule covering all items of equipment, materials and supplies under his custody, title to which is in the Cooperating Government or public or private agency designated by the Cooperating Government, which have not been consumed in the performance of this Grant. The Grantee shall also indicate what disposition has been made of such property.

13. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Grantee's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

14. TERMINATION

(a) For Cause. This Grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he/she shall determine that such termination is in the best interest of the Government.

(b) For Convenience. This Grant may be terminated for convenience at any time by either party, in whole or in

part, if both parties agree that the continuation of the Grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the Grant Officer to the Grantee.

(c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this Grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Government to the Grantee prior to the effective date of the termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations, and subject to the limitations contained in this Grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

15. VOLUNTARY PARTICIPATION

(This provision is applicable to all grants involving any aspect of family or population assistance activities, and all Title X grants in particular.)

(a) The Grantee agrees to take any steps necessary to ensure that funds made available under this Grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder.

16. PROHIBITION ON ABORTION-RELATED ACTIVITIES

(This provision is applicable to all grants involving any aspect of family or population assistance activities, and all Title X grants in particular.)

(a) No funds made available under this Grant will be used to finance, support, or be attributed to the following activities: (1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (2) special fees or incentives to women to coerce or motivate them to have abortions; (3) payments to persons to perform abortions or to solicit persons to undergo abortions; (4) information, education, training, or communication programs that seek to promote abortion as a method of family planning.

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder.

17. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

(This provision is applicable when any surgical sterilization will be supported in whole or in part from funds under this Grant.)

(a) None of the funds made available under this Grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization.

(b) The Grantee shall insure that any surgical sterilization procedures supported in whole or in part by funds from

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this Grant are performed only after the individual has voluntarily presented himself or herself at the treatment facility and has given his or her informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after he or she has been advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and his or her option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress or other forms of coercion or misrepresentation.

(c) Further, the Grantee shall document the patient's informed consent by (1) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (2) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

(d) Copies of informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure.

(e) The Grantee shall insert paragraphs (a), (b), (c), (d) and (e) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder involving the performance of any sterilization which will be supported in whole or in part from funds under this Grant.

18. PUBLICATIONS

(This provision is applicable to any grant which produces any book, publication, or other copyrightable materials.)

(a) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult with AID on the nature of the acknowledgement prior to publication.

(b) The Grantee shall provide the Project Manager with one copy of all published works developed under the Grant. The Grantee shall provide the Project Manager with lists of other written work produced under the Grant.

(c) In the event Grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

(d) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant in accordance with paragraph 17B.b. of Chapter 1, AID Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose to permit others to do so.

19. PATENTS

(This provision is applicable to any grant which produces patentable items, patent rights, processes, or inventions.)

(a) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16889) and paragraph 17B.a. of Chapter 1, AID Handbook 13.

(b) Nothing contained in this provision shall imply a license to the Government under any patent or be construed

as affecting the scope of any license or other right otherwise granted to the Government under any patent.

20. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

(This provision is applicable only to the Grantee's U.S. and third country national employees; it is not applicable to the Grantee's cooperating country national employees.)

(a) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government offices of facilities for support while so engaged.

(b) The sale of personal property or automobiles by Grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission, except as this may conflict with host government regulations.

(c) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage directly or indirectly, either in his own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

(d) The Grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any Grantee employee is not in accordance with the preceding paragraphs, the Grantee's chief of party shall consult with the Mission Director and the employee involved and shall recommend to the Grantee a course of action with regard to such employee.

(f) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the Grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

21. SUBORDINATE AGREEMENTS

The placement of subordinate agreements (e.g., leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of paragraph 10, Chapter 1 of AID Handbook 13. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this Grant.

22. U.S. OFFICIALS NOT TO BENEFIT

No member of or delegate to the U.S. Congress or resident U.S. commissioner shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Grant if made with a corporation for its general benefit.

23. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of

securing business. For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the Grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

24. NONLIABILITY

AID does not assume liability with respect to any third party claims for damages arising out of work supported by this Grant.

25. AMENDMENT

The Grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the Grant Officer and an appropriate official of the Grantee.

26. THE GRANT

The letter to the Grantee signed by the Grant Officer, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant.

27. NOTICES

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

To the AID Grant Officer at the address specified in the Grant

To Grantee - At Grantee's address shown in the Grant, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder, shall be effective when delivered in accordance with this provision or on the effective date of the notice, whichever is later.

U.S. Grantees and U.S. Subgrantees:
EDUCATIONAL INSTITUTIONS
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STANDARD PROVISIONS

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| 2. Accounting, Records, and Audit | 13. Conversion of United States Dollars to Local Currency |
| 3. Refunds | 14. Termination |
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| *5A. Negotiated Overhead Rates - Predetermined | 16. Prohibition on Abortion-Related Activities |
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| **7A. Payment - Federal Reserve Letter of Credit (FRLC) Advance | 19. Patents |
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| **12A. Title to and Use of Property (Grantee Title) | 26. The Grant |
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* If the institution is not on a predetermined rate basis, omit 5A; otherwise use both provisions.

* Select only 1 payment provision from Group 7.

** Select only 1 property provision from Group 12, if title to all property is vest in one entity; however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 12 and identify the categories and entities in Attachment 1 of the Grant.

1. ALLOWABLE COSTS AND PAYMENT (EDUCATIONAL INSTITUTIONS)

(This provision is applicable to educational institutions.)

The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant Officer to be allowable in accordance with the terms of this Grant and Federal Management Circular No. 73-8, "Cost Principles for Educational Institutions" in effect on the date of this Grant. Payment of allowable costs shall be in accordance with the payment provision of this Grant.

2. ACCOUNTING, RECORDS, AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the Grant. The Grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives (a) until the expiration of three years from the date of termination of the program and (b) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of Grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

3. REFUNDS

(a) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, the Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

(b) Funds obligated hereunder but not disbursed to the Grantee at the time the Grant expires or is terminated, shall revert to AID, except for funds encumbered by the Grantee by a legally binding transaction applicable to this Grant. Any funds disbursed to but not expended by the Grantee at the time of expiration or termination of the Grant shall be refunded to AID.

(c) If, at any time during the life of the Grant, it is determined by AID that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall refund such amounts to AID.

4. EQUAL OPPORTUNITY IN EMPLOYMENT

(This provision is applicable to all grantees and

subgrantees who either perform work in the United States or who recruit personnel in the United States to do work abroad.)

(a) With regard to the employment of persons in the U.S. under this Grant, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, color or national origin of such persons and, in accordance with Title VI of the Civil Rights Act of 1964, when work funded by this Grant is performed in the U.S., no person shall, on the grounds of race, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply, in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

(b) In addition, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to sex, religion, age and handicap, in accordance with P.L. 92-261, P.L. 93-259, P.L. 93-112 and P.L. 93-508. When work funded by AID under this Grant is performed in either the U.S. or overseas no person shall, on the grounds of sex, religion, age or handicap, be excluded from participation, be denied benefits, or be subjected to discrimination.

5A. NEGOTIATED OVERHEAD RATES - PREDETERMINED

(This provision is applicable to educational institutions that are on a predetermined overhead rate basis.)

(a) Notwithstanding the provision of this Grant entitled "Allowable Costs and Payment", the allowable indirect costs under this Grant shall be obtained by applying the predetermined overhead rate(s) to the base(s) agreed upon by the parties, as specified in Attachment 1 of this Grant.

(b) The Grantee, as soon as possible but not later than 3 months after the close of its fiscal years during the term of this Grant, shall submit to the AID Grant Officer with copies to the cognizant audit activity, the AID Auditor General, and the AID Overhead and Special Costs Branch, proposed predetermined overhead rate(s) based on the Grantee's actual cost experience during that fiscal year, together with supporting cost data. Negotiation of predetermined overhead rates by the Grantee and the AID Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

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(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of Federal Management Circular 73-8, "Cost Principles for Educational Institutions", in effect on the date of this Grant.

(d) Predetermined rate(s) appropriate for the work under this Grant in effect on the effective date of this Grant shall be incorporated into the Grant. Rates for subsequent periods shall be negotiated and the results set forth in a written overhead rate agreement executed by both parties. Such agreement shall be automatically incorporated into this Grant upon execution and shall specify (1) the agreed predetermined overhead rate(s), (2) the base(s) to which the rate(s) applies, (3) the fiscal year unless the parties agree to a different period for which the rate(s) applies, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(e) Pending establishment of the predetermined overhead rate(s) for any fiscal year or different period agreed to by the parties, the Grantee shall be reimbursed either at the rate(s) fixed for the previous fiscal year or other period or at a billing rate(s) acceptable to the AID Grant Officer subject to appropriate adjustment when the final rate(s) for the year or other period are established.

(f) Any failure by the parties to agree on any predetermined overhead rate(s) under this provision shall not be considered a dispute within the meaning of the "Disputes" provision of this Grant. If for any fiscal year or other period specified in the Grant the parties fail to agree to a predetermined overhead rate(s), it is agreed that the allowable overhead costs under this Grant shall be obtained by applying the negotiated final overhead rates in accordance with the terms of the "Negotiated Overhead Rates-Educational Institutions" provision of this Grant.

5B. NEGOTIATED OVERHEAD RATES - EDUCATIONAL INSTITUTIONS

(This provision is applicable to educational institutions which do not have predetermined rates; however, it shall also be included when the NEGOTIATED OVERHEAD RATES - PREDETERMINED provision is used, under the conditions set forth therein.)

(a) Pursuant to this provision, an overhead rate(s) shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable costs shall be at the rate(s), on the base(s), and for the period(s) shown in Attachment 1 to this Grant.

(b) The Grantee, as soon as possible but not later than 90 days after the close of each of its accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Special Operations Division, Office of Contract Management, AID, Washington, D.C. and to the Office of the Auditor General, AID, Washington, D.C., a proposed final rate(s) for the period, together with supporting cost data. Negotiation of the final overhead rate(s) by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Federal Management Circular No. 73-8, "Cost Principles for Educational Institutions", as in effect on the date of this Grant.

(d) The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such agreement shall specify (1) the agreed final rate(s), (2) the base(s) to which the rate(s) applies, and (3) the period(s) for which the rate(s) applies. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(e) Pending establishment of the final overhead rate(s) for any period, the Grantee shall be reimbursed either at the negotiated provisional rate(s) as provided above or at a billing rate(s) acceptable to the Grant Officer.

subject to appropriate adjustment when the final rate(s) for that period is established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of the negotiated provisional rate(s) provided in this provision shall be set forth in a modification to this Grant.

6. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded grants; it becomes inapplicable when the grant is fully funded.)

(a) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in Attachment 1 (hereinafter referred to as "the Schedule") to this Grant, and the Grantee agrees to perform the work specified in the Schedule and all obligations under this Grant within such estimated cost.

(b) The amount presently available for payment and obligated under the Grant, the items covered thereby, and the period of performance which it is estimated the obligated amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be obligated under this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to perform or have performed work on this Grant up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Grant approximates but does not exceed the total amount actually obligated under the Grant.

(c) If at any time the Grantee has reason to believe that the costs which it expects to incur in the performance of this Grant in the next succeeding 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then obligated under the Grant, the Grantee shall notify the Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Thirty days prior to the end of the period specified in the Schedule, the Grantee will advise the Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not obligated by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the "Termination" provision of this Grant on such a date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligations hereunder for a period extending beyond such date, it shall specify the later date in its request and the Grant Officer, in his discretion, may terminate this Grant on that later date.

(d) Except as required by other provisions of this Grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the Grant, and the Grantee shall not be obligated to continue performance under the Grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the Grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant. To the extent the amount obligated exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the Grant Officer shall affect the amount obligated under this Grant. In the absence of the specified notice, the Government shall not be obligated to reimburse the Grantee for any costs in excess of the total amount then obligated under the Grant, whether

those excess costs were incurred during the course of the Grant or as a result of termination. When and to the extent that the amount obligated under the Grant has been increased, any costs incurred by the Grantee in excess of the amount previously obligated shall be allowable to the same extent as if such costs had been incurred after such increase in the amount obligated; unless the Grant Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(e) Nothing in this provision shall affect the right of the Government to terminate this Grant. In the event this Grant is terminated, the Government and the Grantee shall negotiate an equitable distribution of all property produced or purchased under the Grant based upon the share of cost incurred by each.

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

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts exceed \$250,000 per annum and AID has, or expects to have a continuing relationship with the Grantee for at least one year.)

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as an "FRLC") in the amount of this Grant, against which the Grantee may present payment vouchers (i.e., TUS 5401). The payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$10,000 or more than \$1,000,000. Since the FRLC method enables the recipient organization to obtain funds from the U.S. Treasury concurrently with and as frequently as disbursements are made by the recipient, there need be no time lag between disbursements by the recipient organization and drawdowns from the U.S. Treasury by FRLC. Therefore, there is no necessity for the recipient to maintain balances of Federal cash other than small balances.

(b) In no event shall the accumulated total of all such payment vouchers exceed the amount of the FRLC.
(c) If at any time, SER/FM determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, SER/FM shall advise the Grant Officer who may: (1) cause the FRLC to be suspended or revoked; or (2) direct the Grantee to withhold submission of payment vouchers until such time as, in the judgment of SER/FM, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Grant, and/or (3) request the Grantee to repay to AID the amount of such excess. Upon receipt of the Grant Officer's request for repayment of excess advance payments, the Grantee shall promptly contact SER/FM to make suitable arrangements for the repayment of such excess funds. Advances made by primary recipient organizations (those which receive payments directly from the Government) to secondary recipients shall conform to the same standards outlined above applicable to advances made by the Government to primary recipient organizations.

(d) Procedure for Grantee

(1) After arranging with a commercial bank of its choice for operation under the FRLC and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver to the AID Controller 3 originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit" signed by those official(s) authorized to sign payment vouchers against the FRLC and by an official of the Grantee who has authorized them to sign.

(2) The Grantee shall subsequently receive one certified copy of the FRLC.

(3) The Grantee shall confirm with his commercial bank that the FRLC has been opened and is available when funds are needed.

(4) To receive payment, the Grantee shall:

(A) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.

(B) Have the original and two copies of the voucher

signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(C) Present the original, duplicate and triplicate copy of the Form TUS 5401 to his commercial bank.

(D) Retain the quadruplicate copy of the voucher.

(5) After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current need.

(6) In preparing the payment voucher, the Grantee assigns a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the FRLC.

(7) A report of expenditures (i.e., SF 269, "Financial Status Report") shall be prepared and submitted not less than quarterly within 30 days of the end of the period to the Office of Financial Management, AID, Washington, D. C. 20523. This SF 269 Report, submitted with Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal", shall be in an original and 2 copies.

(8) The SF 269 report is reviewed against the Grant provisions, and any improper disbursement is disallowed. The Grantee is notified of the reason for the disallowance and is directed to adjust the next periodic report of expenditures to reflect the disallowance and to reduce its next payment voucher against the FRLC by the amount of the disallowance.

(9) In addition to the submission of the SF 269 and the SF 1034, the Grantee shall submit an original and 2 copies of SF 272, "Federal Cash Transaction Report" as follows:

(A) For advances totaling less than \$1 million per year, the Grantee shall submit the SF 272 within 15 working days after the end of the reporting quarter,

(B) For advances totaling more than \$1 million per year, the Grantee shall submit the SF 272 within 15 working days after the end of each month, and

(C) The Grantee's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.

(e) Refund of Excess Funds

(1) If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or grants held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

(2) If the Grantee is still holding excess FRLC funds on a grant contract, or similar instrument under which work has been completed or terminated but all costs have not been settled, the Grantee agrees to:

(A) Provide within 30 days after requested to do so by the Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)

(B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under the Grant; and

(C) If the Grantee fails to comply with the Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts, grants or similar instruments held with the Grantee, to withhold payment of FRLC or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

7B. PAYMENT---PERIODIC ADVANCE

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts do not exceed \$250,000 per annum or if the advance to the Grantee aggregates more than \$250,000 per annum but there is not a continuing relationship of at least one year.)

(a) Each month (or quarter, if the Grantee is on a quarterly basis) after the initial advance, the Grantee shall submit to the AID Controller an original and 2

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copies of SF 272, "Federal Cash Transactions Report" as follows:

(1) The Grantee shall submit the SF 272 within 15 working days after the end of the reporting period, and
(2) The Grantee's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.

(b) Along with each SF 272 submission, the Grantee shall submit an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal"; each voucher shall be identified by the Grant number and shall state the total actual expenditures for the reporting period.

(c) Each quarterly voucher (i.e., SF 1034) or third monthly voucher, if the Grantee is on a monthly basis, shall also be supported by an original and 2 copies of a SF 269, "Financial Status Report". The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034 and the SF 272; however, the SF 269 shall cover the same quarterly period as the SF 1034(s) and the SF 272(s).

(d) Refund of Excess Funds

(1) If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or grants held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

(2) If the Grantee is still holding excess advance funds on a grant, contract, or similar instrument under which the work has been completed or terminated but all costs have not been settled, the Grantee agrees to:

(A) Provide within 30 days after requested to do so by the Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)
(B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under the Grant; and

(C) If the Grantee fails to comply with the Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts, grants or similar instruments held with the Grantee, to withhold payment of other advances and/or withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

7C. PAYMENT--REIMBURSEMENT

(This provision is applicable to grants for construction, or to grants which do not provide for either a periodic advance or an FRLC in accordance with AID Handbook 13, paragraph 10.5.)

(a) Each month the Grantee shall submit to the AID Controller an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal"; each voucher shall be identified by the Grant number and shall state the total amount of costs incurred for which reimbursement is being requested.

(b) In addition to the SF 1034, each non-construction grant voucher shall be supported by an original and 2 copies of SF 270, "Request for Advance or Reimbursement", and each construction grant voucher shall be supported by an original and 2 copies of SF 271, "Outlay Report and Request for Reimbursement for Construction Programs".

(c) Each quarterly voucher (or each third monthly voucher) shall also be supported by an original and 2 copies of a SF 269, "Financial Status Report". The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034; however, the SF 269 shall cover the same quarterly period as the SF 1034(s).

8. TRAVEL AND TRANSPORTATION

(This provision is applicable when domestic or international air travel or shipment costs are reimbursable under the Grant.)

(a) The Grant Officer hereby approves international air travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant Project Officer in AID prior to sending any individual outside the United States to perform work under the Grant; the Grantee shall advise the Project Officer at least 30 days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant Mission or U.S. Embassy advance notification (with a copy to the Project Officer) of the arrival date and flight identification of Grant financed travellers.

(b) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, it will so notify the Grantee after receipt of advice of intent to travel required above. AID will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this Grant.

(c) All international air travel and all international air shipments under this Grant shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations, provided that the Grantee certifies to the facts in the voucher and other documents retained as part of his Grant records to support his claim for reimbursement and for post audit:

(1) Where the traveler, while enroute, has to wait 6 hours or more to transfer to a U.S. flag air carrier to proceed to the intended destination, or

(2) Where a flight by a U.S. flag air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc. and no other flight by a U.S. flag air carrier is available during the 6 hour period, or

(3) Where by itself or in combination with other U.S. flag air carriers (if U.S. flag air carriers are "unavailable") it takes 12 hours or longer from the original airport to the destination airport to accomplish the Grantee's program than would service by a non-U.S. flag air carrier or carriers, or

(4) When the elapsed traveltime on a scheduled flight from origin to destination airports by non-U.S. flag air carrier(s) is 3 hours or less, and services by U.S. flag air carrier(s) would involve twice such traveltime.

NOTE: Where U.S. Government funds are used to reimburse Grantee's use of other than U.S. flag air carriers for international transportation, the Grantee will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that the transportation service for personnel (and their personal effects) or property by U.S. flag air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth above; see 41 CFR 1-1.323-3 for further guidance).

(d) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR); however, if the Grantee's domestic and international travel allowance policies and procedures have been reviewed and approved by AID or another Federal department or agency pursuant to the applicable Federal cost principles, the Grantee may use its travel allowance system in lieu of the FTRs after it has furnished the Grant Officer with a copy of such approval.

9. OCEAN SHIPMENT OF GOODS

(This provision is applicable when ocean shipment costs are reimbursable under the Grant.)

(a) 50% of all international ocean shipments made by the Grantee, to be financed hereunder, shall be made on U.S. flag vessels. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may request a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, giving the basis for the request.

(b) When the AID Transportation Support Division makes and issues a determination to the Grantee that U.S. flag vessels are not available, the ocean shipment costs on foreign flag vessels, as named in the determination, will be eligible for reimbursement under the Grant. In all

instances Grantee vouchers submitted for reimbursement under the Grant which include ocean shipment costs will include a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bill(s) of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement, and indicate the applicable AID Grant Number."

(c) Shipments by voluntary non-profit relief agencies (i.e., PVO's) shall be governed by paragraphs (a) and (b) above and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Non-Profit Relief Agencies" (22 CFR 202).

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) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer, all goods (e.g., equipment, vehicles, 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" counties (AID Geographic Code 941),
- (3) the cooperating country,
- (4) "Special Free World" countries (AID Geographic Code 935).

(b) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in (a) 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.

(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,
- (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.

(d) 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 purpose, the Grantee agrees to refund to AID the entire amount of the 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 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 with 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 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.

11. GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

(This provision applies when personal property is furnished under the Grant.)

The policies and procedures of AID Handbook 16, "Excess Property", and the appropriate provisions of 41 CFR 101-43 apply to the government furnished excess personal property under this Grant.

12A. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

(This provision is applicable when the Government vests title in the Grantee only.)

Title to all property financed under this Grant shall vest in the Grantee, subject to the following conditions:

(a) The Grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the Grantee under this provision under this Grant or any other U.S. Government grant, subgrant, contract or subcontract.

(b) The Grantee agrees to use and maintain the property for the purpose of the Grant in accordance with the requirements of paragraph 1T of Chapter 1, AID Handbook 13.

(c) With respect to nonexpendable property having an acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

- (1) To report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and

location.

(2) To transfer title to any such items to the Government in accordance with any written request therefor issued by the Grant Officer at any time prior to final payment under this Grant.

12B. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT)

(This provision is applicable when title to property is vested in the U.S. Government.)

(a) Property, title to which vests in the Government under this Grant, whether furnished by the Government or acquired by the Grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(b) Use of Government Property

Government property shall, unless otherwise provided herein or approved by the Grant Officer, be used only for the performance of this Grant.

(c) Control, Maintenance and Repair of Government Property

The Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this Grant. The Grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the Grant Officer may prescribe as reasonably necessary for the protection of the Government property.

The Grantee shall submit, for review and written approval of the Grant Officer, a records system for property control and a program for orderly maintenance of Government property; however, if the Grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110 (see paragraph 1T of Chapter 1, AID Handbook 13), the Grantee shall furnish the Grant Officer proof of such approval in lieu of another approval submission.

(1) Property Control

The property control system shall include but not be limited to the following:

(A) Identification of each item of Government property acquired or furnished under the Grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(B) The price of each item of property acquired or furnished under the Grant.

(C) The location of each item of property acquired or furnished under the Grant.

(D) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(E) A record of disposition of each item acquired or furnished under the Grant.

(F) Date of order and receipt of any item acquired or furnished under the Grant.

The official property control records shall be kept in such condition that at any stage of completion of the work under this Grant, the status of property acquired or furnished under this Grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the Grant shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program

The Grantee's maintenance program shall be such as to provide for, consistent with sound business practice and the terms of the Grant: (i) disclosure of need for and the performance of preventive maintenance, (ii) disclosure and reporting of need for capital type rehabilitation, and (iii) recording of work accomplished under the program.

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The Grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss

(1) The Grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the Grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the Grantee's business, or all or substantially all of the Grantee's operations at any one plant, laboratory, or separate location in which this Grant is being performed;

(ii) Which results from a failure on the part of the Grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Grant Officer under (c) above;

(iii) For which the Grantee is otherwise responsible under the express terms of the article or articles designated in Attachment 1 to this Grant.

(iv) Which results from a risk expressly required to be insured under some other provision of this Grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

Provided, that, if more than one of the above exceptions shall be applicable in any case, the Grantee's liability under any one exception shall not be limited by any other exception.

(2) The Grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Grantee to carry such insurance under any other provision of this Grant.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Grantee shall notify the Grant Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Grant Officer a statement of:

(i) The lost, destroyed, and damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

The Grantee shall make repairs and renovations of the damaged Government property or take such other action as the Grant Officer directs.

(4) In the event the Grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the Grant, or shall otherwise reimburse the Government, as directed by the Grant Officer. The Grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Grant Officer, shall, at the Government's

expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignments in favor of the Government) in obtaining recovery.

(e) Access

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(f) Final Accounting and Disposition of Government Property

Upon completion of this Grant, or at such earlier dates as may be fixed by the Grant Officer, the Grantee shall submit, in a form acceptable to the Grant Officer, inventory schedules covering all items of Government property not consumed in the performance of this Grant or not theretofore delivered to the Government, and shall prepare deliver, or make such other disposal of the Government property as may be directed or authorized by the Grant Officer.

(g) Communications

All communications issued pursuant to this provision shall be in writing.

12C. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the Cooperating Government may designate.)

(a) Except as modified by Attachment 1 of this Grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the Grantee by AID or by the Cooperating Government, shall at all times be in the name of the Cooperating Government or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in Attachment 1 of this Grant; but all such property shall be under the custody and control of the Grantee until the owner of title directs otherwise or completion of work under this Grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The Grantee shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The Grantee shall be guided by the requirements of paragraph 1T of Chapter 1, AID Handbook 13.

(c) Within 90 days after completion of this Grant, or at such other date as may be fixed by the Grant Officer, the Grantee shall submit an inventory schedule covering all items of equipment, materials and supplies under his custody, title to which is in the Cooperating Government or public or private agency designated by the Cooperating Government, which have not been consumed in the performance of this Grant. The Grantee shall also indicate what disposition has been made of such property.

13. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Grantee's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

14. TERMINATION

(a) For Cause. This Grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he/she shall determine that such termination is in the best interest of the Government.

(b) For Convenience. This Grant may be terminated for convenience at any time by either party, in whole or in

part, if both parties agree that the continuation of the Grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the Grant Officer to the Grantee.

(c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this Grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Government to the Grantee prior to the effective date of the termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations, and subject to the limitations contained in this Grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

15. VOLUNTARY PARTICIPATION

(This provision is applicable to all grants involving any aspect of family or population assistance activities, and all Title X grants in particular.)

(a) The Grantee agrees to take any steps necessary to ensure that funds made available under this Grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder.

16. PROHIBITION ON ABORTION-RELATED ACTIVITIES

(This provision is applicable to all grants involving any aspect of family or population assistance activities, and all Title X grants in particular.)

(a) No funds made available under this Grant will be used to finance, support, or be attributed to the following activities: (1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (2) special fees or incentives to women to coerce or motivate them to have abortions; (3) payments to persons to perform abortions or to solicit persons to undergo abortions; (4) information, education, training, or communication programs that seek to promote abortion as a method of family planning.

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder.

17. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

(This provision is applicable when any surgical sterilization will be supported in whole or in part from funds under this Grant.)

(a) None of the funds made available under this Grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization.

(b) The Grantee shall insure that any surgical sterilization procedures supported in whole or in part by funds from

this Grant are performed only after the individual has voluntarily presented himself or herself at the treatment facility and has given his or her informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after he or she has been advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and his or her option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress or other forms of coercion or misrepresentation.

(c) Further, the Grantee shall document the patient's informed consent by (1) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (2) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

(d) Copies of informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure.

(e) The Grantee shall insert paragraphs (a), (b), (c), (d) and (e) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder involving the performance of any sterilization which will be supported in whole or in part from funds under this Grant.

18. PUBLICATIONS

(This provision is applicable to any grant which produces any book, publication, or other copyrightable materials.)

(a) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult with AID on the nature of the acknowledgement prior to publication.

(b) The Grantee shall provide the Project Manager with one copy of all published works developed under the Grant. The Grantee shall provide the Project Manager with lists of other written work produced under the Grant.

(c) In the event Grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

(d) The Grantee is permitted to secure copyright in any publication produced or composed under the Grant in accordance with paragraph 17B.b. of Chapter 1, AID Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose to permit others to do so.

19. PATENTS

(This provision is applicable to any grant which produces patentable items, patent rights, processes, or inventions.)

(a) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16889) and paragraph 17B.a. of Chapter 1, AID Handbook 13.

(b) Nothing contained in this provision shall imply a license to the Government under any patent or be construed

as affecting the scope of any license or other right otherwise granted to the Government under any patent.

20. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

(This provision is applicable only to the Grantee's U.S. and third country national employees; it is not applicable to the Grantee's cooperating country national employees.)

(a) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government offices of facilities for support while so engaged.

(b) The sale of personal property or automobiles by Grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission, except as this may conflict with host government regulations.

(c) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage directly or indirectly, either in his own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

(d) The Grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any Grantee employee is not in accordance with the preceding paragraphs, the Grantee's chief of party shall consult with the Mission Director and the employee involved and shall recommend to the Grantee a course of action with regard to such employee.

(f) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the Grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

21. SUBORDINATE AGREEMENTS

The placement of subordinate agreements (e.g., leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of paragraph 1U, Chapter 1 of AID Handbook 13. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this Grant.

22. U.S. OFFICIALS NOT TO BENEFIT

No member of or delegate to the U.S. Congress or resident U.S. commissioner shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Grant if made with a corporation for its general benefit.

23. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of

securing business. For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the Grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

24. NONLIABILITY

AID does not assume liability with respect to any third party claims for damages arising out of work supported by this Grant.

25. AMENDMENT

The Grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the Grant Officer and an appropriate official of the Grantee.

26. THE GRANT

The letter to the Grantee signed by the Grant Officer, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant.

27. NOTICES

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

To the AID Grant Officer at the address specified in the Grant

To Grantee - At Grantee's address shown in the Grant, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder, shall be effective when delivered in accordance with this provision or on the effective date of the notice, whichever is later.

24

TO: Agency for International Development (AID)

TYPE OF SUPPORT REQUESTED: Research Grant

TITLE OF PROJECT: A Clinical Study of Muscle Dysfunction in Iron Deficiency

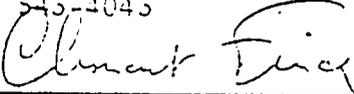
PRINCIPAL INVESTIGATOR: Clement A. Finch, M.D.
University of Washington
School of Medicine
Department of Medicine
Division of Hematology RM-10
Seattle, Washington 98195
(206) 543-3560

AMOUNT REQUESTED: \$25,060

DESIRED PERIOD: October 1, 1977 - September 30, 1978

UNIVERSITY OFFICE TO BE CONTACTED REGARDING GRANT OR CONTRACT NEGOTIATION: Grant and Contract Services
201 Administration Building AG-50
University of Washington
Seattle, Washington 98195
(206) 545-4043

DATE: September 15, 1977


Principal Investigator
Clement A. Finch, M.D.


Robert G. Petersdorf, M.D.
Chairman, Department of Medicine


Russell Ross, M.D.
Associate Dean for Scientific Affairs
School of Medicine

OFFICIAL AUTHORIZED TO GIVE UNIVERSITY APPROVAL:

Donald R. Baldwin, Director
Grant and Contract Services
201 Administration Building AG-50

OCT 15 1977

Project Proposal Submission

- A. University of Washington Department of Experimental Medicine
School of Medicine Instituto Venezolano de
Department of Medicine Investigaciones Cientificas (IVIC)
Division of Hematology RM-10 Apartado, 1827
Seattle, Washington 98195 Caracas, 101 Venezuela

date of submission: August 1, 1977

period of time: 1 year

- B. Nonprofit organization in the United States and a government research institute in Venezuela
- C. A Clinical Study of Muscle Dysfunction in Iron Deficiency
- D. October 1, 1977 - September 30, 1978
- E. Research Plan

1. Work to be undertaken

Demonstration of impaired work performance in iron deficient man due to muscle dysfunction and not due to anemia. We have evidence that a muscle lesion exists in iron deficiency which impairs work performance. While there is evidence of an adverse effect of anemia on work performance in man, there has been no demonstration to date of muscle dysfunction due to iron deficiency. In nutritional iron deficiency there are a large number of individuals either with no anemia or with a very mild anemia. The demonstration of disability unrelated to anemia would suggest that iron deficiency is more disadvantageous than has hitherto been suspected. It would also introduce another measurement parameter in the evaluation of food iron fortification.

2. Concepts, theories, and hypothesis

The concept of muscle dysfunction has been developed in experiments on rats (Appendix I). With anemia eliminated by exchange transfusion, it was possible to show that animals could not run well on a treadmill but regained running ability within four days after iron administration. The functional defect was related to an impairment of oxidative metabolism, and more specifically to a decrease in α -glycerophosphate oxidase. It appears that excess lactate generated by the abnormal muscle metabolism limits work performance. We would like to extend these observations to man.

3. Experimental design

Two types of experiments are planned to be undertaken in tandem:

Experiment 1 would be designed to demonstrate an improvement in work capacity independent of hemoglobin concentration within 6 days of oral administration of iron in the iron deficient subject. Individuals with longstanding iron deficiency are evidenced by red cell microcytosis and hypochromia but with hemoglobins of 10-11 g would

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be selected for the study. Initially and at 6 days the following studies would be carried out: hemoglobin concentration, plasma iron and total iron binding capacity, red cell protoporphyrin, serum ferritin, and reticulocyte count. Maximum work performance would be evaluated by a treadmill test as described by Drs. Bruce and Lerman (reference 1) and would be carried out daily for 6 days. Blood would be drawn at the end of each run for lactic acid and pH determinations. If the hemoglobin increased more than 1 g because of iron therapy, the hemoglobin would be reduced to the original level by red cell removal on day 4. Ten iron deficient women and six iron deficient men treated with iron would be compared with a control group of iron deficient subjects not given iron and to a second control group of normal individuals with normal hemoglobin and transferrin saturation who were given iron. The iron deficient control groups will be evaluated an additional week with institution of iron therapy at the beginning of that week. Maximal oxygen consumption would also be determined in these subjects (reference 2).

Experiment 2 would further characterize the nature of the muscle abnormality. It would be carried out only after it has been demonstrated that work performance in iron deficient subjects is improved by iron treatment above any effects observed in the control groups and without a change in hemoglobin concentration or mass. Studies would be carried out on another group of iron deficient and control subjects to characterize the biochemical nature of the muscle dysfunction. The most likely cause of the muscle dysfunction at the present time would appear to be a deficiency of α -glycerophosphate oxidase, a coupling enzyme between mitochondria and cytoplasm. Our projected biochemical studies as visualized now would include muscle biopsies before and six days after iron therapy in iron deficient subjects with measurement of those parameters found most useful in the rat. They would almost certainly include the isolation of mitochondrial α -glycerophosphate oxidase and its quantitation. It is planned to carry out a single biopsy on ten normal subjects and before and after treatment biopsies on ten iron deficient subjects.

4. Data collection (scope, desired significance, and anticipated sources)

Preliminary studies will be carried out at the University of Washington involving Dr. Bruce's Cardiology laboratory, Dr. Mackler's Biochemical laboratory, and Dr. Finch's Hematologic laboratory. Dr. Nathan Smith is in a position to identify adolescents or young adults who have a chronic iron deficiency but who are otherwise in good health. The format for both portions of the proposed study will therefore be worked out at the University of Washington initially. One of the most critical features of these studies will be the selection of appropriate subjects. Individuals from rural areas of Venezuela will be asked to volunteer. Women will be preferred since they constitute the major group of affected people. Subjects must be otherwise free

from disease, must have a hemoglobin of 10-11 g, since this degree of anemia does not significantly impair work capacity, and will have laboratory evidence of iron deficiency. The latter will include a transferrin saturation of <15%, red cell protoporphyrin of over 100 µg, and protoporphyrin of <12 ng/100 ml of serum. Dr. Miguel Layrisse at IVIC will supervise these studies in Venezuela. At least one trip will be made by one or more investigators from the University of Washington to Caracas.

5. Utilization of results

If muscle dysfunction in iron deficiency is demonstrated, the next step would be to evaluate this abnormality further in rural populations in whom iron deficiency is prevalent and to introduce an evaluation of this abnormality in fortification trials. Such an implementation could be done through programs of WHO and AID. The studies in rats which have been completed have been presented at the plenary session of the American Association of Physicians at the scientific meetings in Atlantic City in May, 1976, and were published. The results of the proposed clinical studies will also be presented at scientific meetings when they are complete and should stimulate more work on the health effects of iron deficiency.

6. Significance of proposed studies

Iron deficiency continues to be a major nutritional problem, but one which is more likely to be solvable in the near future than is protein malnutrition. The techniques for food iron fortification appear feasible, and such trials should be carried out in the near future. The question which has deterred a more aggressive approach to iron deficiency has been its clinical significance. The chief value of these studies will be to define the extent of that disability in respect to work performance. In particular, an attempt will be made to determine whether chronic iron deficiency without anemia or with only mild anemia is associated with impaired work performance.

F. Facilities

We have a laboratory equipped and experienced in studies of iron metabolism. The laboratory of Dr. Miguel Layrisse at IVIC is similarly experienced and equipped. Dr. Bruce Mackler is experienced in studies of cellular and especially mitochondrial metabolism. Dr. Bruce has for many years worked with treadmill measurements of work performance.

G. Personnel

Dr. Clement A. Finch, Professor of Medicine, and Head of Hematology at the University of Washington; Dr. Bruce Mackler, Professor of Pediatrics, Division of Developmental Biology and Morphogenesis, University of Washington; Dr. Robert Bruce, Professor of Medicine and Head of Cardiology, University of Washington; Dr. Nathan Smith, Professor of Pediatrics, University of Washington; Dr. Miguel Layrisse, Head of Hematology, and Dr. Carlos Martinez-Torres, both of the Instituto Venezolano de Investigaciones Cientificas (IVIC), Caracas, Venezuela (biographical

sketches are included in Appendix II). The approximate time of different investigators allocated to this project will be Finch 3%, Mackler 4%, Bruce 3%, Smith 2%, Layriss 5%, and Martinez 20%.

V. Protection of the Individual as a Research Subject

Assurance is given that a review will be carried out by a review committee of both the University of Washington and of IVIC to assure that a) the rights and welfare of individuals investigated are adequately protected; b) that methods used to obtain informed consent are adequate and appropriate and that c) the risks of the individual are outweighed by the potential benefit to him or by the importance of the knowledge to be gained.

The treadmill test and maximum work performance test have already been approved for other purposes by the Human Subjects Review Committee of the University of Washington. A new protocol incorporating blood sampling as well has been submitted to the Committee and approved (see enclosed).

Approval for muscle biopsy will only be applied for after phase one of the study has shown positive results and after we have worked more details concerning the most informative determinations to be done. However, a similar protocol for muscle biopsy has been approved previously for other purposes.

References

1. Bruce, R. A., and J. Lerman. Exercise testing and training in relation to myocardial infarction. *Postgrad. Med.* 57:59, 1975.
2. Bruce, R. A., F. Kusumi, and D. Hosmer. Maximal oxygen intake and nomographic assessment of functional aerobic impairment in cardiovascular disease. *Amer. Heart J.* 85:546-562, 1973.

GUIDELINES FOR PREPARATION
OF THE
RESEARCH ANNUAL REPORT

The attached guidelines suggest the format and the detail for annual research reports that are required in all research contracts. The research contractor will submit thirty-five copies of the report with appendices to the A.I.D. Project Manager. The A.I.D. Project Manager will submit six copies to TA/RIG.

The outline should prove useful to the contractor in preparing the report, and provide an improved basis for annual project reviews. The contractor is encouraged to develop a self-contained report as outlined below in approximately fifteen double-spaced pages. Additional material may be annexed as necessary for a comprehensive report. The fifteen page report is intended to provide a barebones statement of the effectiveness of research resources and methods in producing research results according to annual work plans, and the significance of these research results for the solution of the problem being addressed. Annexed material is essential for a critical review of assertions regarding findings, significance, etc.

REPORT SUMMARY 1/

- A.
1. Project Title and Contract Number:
 2. Principal Investigator, Contractor and Mailing Address:
 3. Contract Period (as amended): 2/ from _____ to _____
 4. Period covered by Report: from _____ to _____
 5. Total A.I.D. funding of contract to date:
 6. Total expenditures and obligations through previous contract year: 3/
 7. Total expenditures and obligations for current year: 3/
 8. Estimated expenditures for next contract year:
- B. Narrative Summary of Accomplishments and Utilization

(In this space provide a concise statement of the principal accomplishments during (1) the period of the report and (2) life of the project in relation to research objectives and actual or potential operational significance..)

This information does not substitute for a full discussion of the same points required in the body of the Annual Research Report as outlined below.)

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- 1/ "Report Summary": Statistical Information (Item A) and the Narrative Summary of Accomplishments (Item B) should be reported on a single page. This page will be for general public use as well as project management purposes, and should be written for a general rather than a technical audience.
- 2/ Item 3 - Contract Period (as amended): Report the original date of the contract and closing date as prescribed by the contract or any amendment thereto.
- 3/ Items A 6-8: These items refer to expenditures including firm obligations by the contractor. Obligations are the contractor's legal but unpaid commitments, i.e., subcontracts, purchase orders, etc.; and other related accruals through the end of the reporting period. A "contract year" is one between anniversary dates of the contract.

ANNUAL RESEARCH REPORT

A. General Background

Prepare a concise statement that provides the background and rationale that led to the initiation of the project. This summary should state the nature and importance of the problem to which the research is addressed, and the rationale that links the research activity to the problem.

B. Statement of Project Objectives as Stated in the Contract

The purpose of this section is to record in a precise and concise way the objectives of the research project. The objectives as stated in the contract may have been interpreted, expanded or further defined in other documents and mutually agreed to by A.I.D. and the contractor. This section should reflect the contractual objectives as modified by these supplementary understandings.

C. Continued Relevance of Objectives

Does your research to date, or other circumstances, indicate a need for modification of project objectives as stated in the contract? If so, in what respects?

D. Accomplishments to Date

1. Findings: Provide a statement of the principal and significant findings and other accomplishments for the reporting period as they relate to the anticipated results in the year's work plan. (See material for the year similar to that requested in G.1. below for the coming year.)

Discuss the operational significance of the findings of the current year's research for attainment of project objectives as stated in Section B above. The discussion should include reference to existing knowledge, recent research findings by others, and cumulative findings and accomplishments of this project.

Also discuss side effects of the work, positive or negative. For example, do the findings to date suggest unexpected complications for the application of findings; do they suggest the need for more direct approaches to the problem than were originally anticipated; or is the research developing information and insights not expected in the scope of the work?

2. Interpretation of Data and Supporting Evidence:

Summarize briefly the evidence and analysis that support the findings cited above. To permit a critical analysis of the evidence and analysis, expand as necessary in an appendix to each copy of the report.

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3. Research Design: State briefly any significant modifications made in the research design prior to the current reporting period.

Are the present techniques, instruments or mode of inquiry appropriate and/or optimal for the study design? In view of the findings of the past year or your experience with the research measures employed, do you recommend modifying (1) the research design or (2) research techniques? For example, have there been special problems of data availability, sampling, data processing, or ineffective techniques? Have research findings revealed technical relationships that suggest a continuation of present methods or do they suggest a new approach?

E. Dissemination and Utilization of Research Results

1. Briefly describe efforts made under the contract to disseminate the results of the research project. Attach as appendices two lists: (1) a bibliographic list and an abstract not exceeding 200 words of papers and publications developed under the contract and (2) a list of short statements that identify each known use of materials produced by the project for seminars, conferences, translations, or as background material for speeches, policy statements, etc.

2. Cite evidence and cases known to you that findings of the research project are being used in LDCs, the U.S., or both, in training, direct application to the problem, etc.

3. Has the experience of the past year suggested new or more effective ways to expand the use of research results? If so, discuss the experience and as appropriate include proposed steps in the work plan (Item G below). Indicate whether your proposals can be carried out under current provisions of the contract, or would require new contract arrangements by A.I.D.

4. Discuss the extent and nature of considerations to involve LDC personnel and/or institutions as an appropriate activity of the project. If judged appropriate, discuss the kind and extent of LDC involvement in (a) planning the project, (b) the execution of the field work, (c) the analysis and reporting of results. Plans to involve LDCs in the future should be reflected in the work plan in Item G (4) below.

5. Under separate cover forward four copies of publications, seminar reports, translations and other materials representing efforts to disseminate results of the research project, and evidence of the results being utilized by LDC or U.S. people or institutions.

F. Statement of Expenditures and Obligations and Contractor Resources

Provide a statement of expenditures and obligations related to the budget plan for the year. This statement should show expenditure and obligations for each of the (1) major inputs (Personnel, equipment, travel, etc.) according to (2) the major accomplishments or work targets that had been planned for the year's work.

Identify significant problems or accomplishments in the progress of the project related to the volume, effectiveness, or scheduling of the manpower, equipment, travel, etc., made available by these expenditures.

Discuss significant changes or modifications in project management, in the staffing pattern, physical facilities, institutional environment, etc.

G. Work Plan and Budget Forecast for Coming Year

Taking into consideration the past year's progress and expenditures and the work remaining to be done over the life of the project, present a work plan and budget for the coming year.

1. anticipated accomplishments for the coming year.
2. procedures to be used and activities to be carried out.
3. significant factors that you anticipate that will promote or impede accomplishments.
4. a plan for dissemination and utilization of the expected results of the research in the U.S. and in LDCs as applicable.
5. a budget statement that shows planned expenditures for each of the major inputs (personnel, equipment, travel, LDC involvement, etc.) according to the major accomplishments, or work targets that are planned for the coming year's work.

H. Appendices

- Reports of technical data and analyses (Par. D. 2)
- A bibliographic list with abstracts of papers and publications (Par. E. 1)
- A list of uses made of research findings and reports (Par. E. 1)
- Other appendices as appropriate.

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Specific Support Grant [All]
(October, 1977 Amendment)
Standard Provision # 10

10. **PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000 (OCT. 1977)**
(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 purpose, 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(b) 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 commodity 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 B, "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.

Protection of the Individual as a Research Subject

Safeguarding the rights and welfare of human subjects involved in research supported by A.I.D. is the responsibility of the institution to which support is awarded. It is the policy of A.I.D. that no work shall be initiated under a grant, award, or contract for the support of research involving human subjects unless the research is given initial and continuing review and approval by an appropriate committee of the applicant institution. This review shall assure that (a) the rights and welfare of the individuals involved are adequately protected, (b) the methods used to obtain informed consent are adequate and appropriate, and (c) the risks and potential medical benefits of the investigation are assessed.

The institution must provide written assurance to A.I.D. that it will abide by this policy for all research involving human subjects supported by the A.I.D. This assurance shall consist of a written statement of compliance with the requirements regarding initial and continuing review of research involving human subjects and a description of the institution's review committee structure, its review procedures, and the facilities and personnel available to protect the health and safety of human subjects. In addition to providing the assurance, the institution must also certify to A.I.D. for each proposal involving human subjects that its committee has reviewed and approved the proposed research before any work may be initiated.

Since the welfare of the subject is a matter of concern to A.I.D. as well as to the institution, A.I.D. advisory groups, consultants, and staff may independently review all research involving human subjects, and prohibit research which presents unacceptable hazards. This provision, however, shall not derogate in any manner from the responsibility of the institution set forth herein.

All of the above provisions apply to any research involving human subjects conducted outside of the United States and in addition such overseas research, will conform to legal and other requirements governing human research in the country where they are conducted.

In addition to the procedure set forth above, studies with unmarketed drugs will be carried out in accordance with provisions applicable in the country where the study is conducted. In the United States, the regulations of the Food and Drug Administration will be followed and evidence of such compliance provided to A.I.D.

Guidance on procedures to safeguard human subjects involved in research is found in the document "Protection of the Individual as a Research Subject" U.S. Department of Health, Education and Welfare Public Health Service, 1 May 1969, Compliance with these procedures except as modified above is required. *as amended.*

9-1-11-1

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ACTION MEMORANDUM FOR THE DEPUTY ASSISTANT ADMINISTRATOR FOR DEVELOPMENT SUPPORT

THRU: DS/PPU, Mr. Robert Simpson

FROM: DS/N, Martin J. Forman

[Handwritten signatures and initials]

Problem: Approval is needed for the attached Small Research Proposal.

Discussion: The attached proposal for a small research contract proposes to demonstrate that impaired work performance in iron deficient individuals is due to muscle dysfunction and not because of anemia of iron deficiency, per se. The demonstration of disability unrelated to anemia would show that iron deficiency is more deleterious than has hitherto been suspected.

Principal Investigator: Dr. Clement A. Finch
Head, Division of Hematology
School of Medicine
University of Washington
Seattle, Washington 98195

Timing: May 1, 1978 - April 30, 1979

Total Cost: \$25,060

The principal objective of the proposed research is to demonstrate that oral administration of iron to iron deficient subjects will cause an improvement in work capacity independent of hemoglobin concentration. In addition, research will be conducted to characterize the nature of the muscle dysfunction. Studies will be conducted both at the University of Washington (UW), Seattle, and the Institute of Clinical Investigation of Venezuela (IVIC), Caracas. The principal contractor will be the University of Washington; however, certain studies will be conducted in Venezuela because of the accessibility to appropriate field subjects and the unique technical capability and resources of IVIC in the field of iron deficiency anemia.

Prior experimental work has shown that animals made iron deficient, but which had their anemia corrected by exchange transfusion, were not able to perform well on a treadmill, but regained running ability within days following iron administration. This functional defect was related to certain impairment of biochemical metabolic processes. It is now appropriate to extend this research to man. If iron deficiency is shown to precipitate muscle dysfunction in man, it will imply that chronic iron deficiency without anemia and mild iron deficiency anemia should be associated with impaired work performance. Moreover, it would suggest the importance of including the measurement of this parameter in the

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assessment of populations in which iron deficiency is prevalent and into schemes for the evaluation of iron fortification programs. In addition, since labor intensive procedures characterize most LDC work forces, understanding the significance of iron deficiency is important to influencing national work output.

In carrying out this research, the contractor will establish an ethics review committee at both UW and IVIC that will assure that: (a) the rights and welfare of individuals in the test are adequately protected, (b) methods used to obtain informed consent are adequate and appropriate, and (c) the risks to the individuals are outweighed by the potential benefits to him or by the importance of the knowledge to be gained.

In its review, DS/N has found the proposed research in direct relevance to AID's objectives in combatting iron deficiency anemia. Moreover, the recommendations of the International Nutritional Anemia Consultative Group (INACG) that research be supported on the specific effect of iron deficiency on muscle function and work output are in support of this research. The principal investigator, Dr. Clement Finch, is considered "Dean" of the iron deficiency anemia field in the U.S. and is held in highest regard by his international peers. Dr. Miguel Layrisse is regarded as one of the world's outstanding hematologists in the area of iron deficiency anemia. His laboratory is actively involved in food iron availability research and has conducted pioneer work in this field.

The proposal meets the requirements of an unsolicited proposal contained under AID PR7-4,530(e). It is recommended that a contract be awarded to Washington University, Seattle, without consideration of other sources.

Recommendation: Approval of the proposal as a small research contract.

Approved: *M. B. ... for S. ...*

Disapproved: _____

Date: MAR 26 1978

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DS/N:SGKahn:dad:2/2/78

Clearance:

DS/PPU:KMilow *KM* Date: 3/24/78
DS/RES:FO'Quinn *FO* Date: 3/20/78
LA/SA:RWeber *RW* Date: 3/24/78