



CABLE : USAID THAILAND

U.S. INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
USAID THAILAND
BANGKOK, THAILAND

PD-AAU-374
150-44331
Loan and Grant Agreements

IMD (ir Loan)

TELEPHONE: 252-8191-

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August 11, 1986

Mr. Wanchai Sirirattna
Director-General
Department of Technical and
Economic Cooperation
Krung Kasem Road
Bangkok

Dr. Natth Bhamarapravati
Rector
Mahidol University
2 Prannok Road
Bangkok Noi, Bangkok

Subject: Research Proposal 6.390
"Identification of Surface Antigens and Production of
Monoclonal Antibodies in Schistosoma Japonicum"
Grant No. 936-5542-G-00-6076-00

Dear Mr. Wanchai and Dr. Natth:

I am pleased to inform you that pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as AID) hereby grants to the Royal Thai Government, acting through the Department of Technical and Economic Cooperation (hereinafter referred to as Grantee) the sum of (not to exceed) One Hundred Fifty Thousand US Dollars (\$150,000) to provide support for the proposed research as outlined in Attachment 2.

This Grant results from the submission of the proposal by Dr. Prasert Sobhon, Associate Professor and Chairman, Anatomy Department, Faculty of Science, Mahidol University, as the Principal Investigator. AID's Office of The Science Advisor to the Administrator in Washington, D.C., has concurred with the potential usefulness of this research and has authorized funds to enable Dr. Prasert and his colleagues to undertake the proposed research.

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period beginning with the date of this letter through December 31, 1989. Mahidol University will act on behalf of the Department of Technical and Economic Cooperation on all matters concerning the administration of this Grant.

This Grant is made to Mahidol University on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, the Schedule; Attachment 2, entitled "Research Proposal"; and Attachment 3, entitled "Standard Provisions".

Please sign the original and four copies of this letter in the space provided below to acknowledge your acceptance. Kindly keep one copy for your file, forward one copy to the grant recipient, and return the remaining copies to AID.

Sincerely yours,



John R. Eriksson
Director

Attachments:

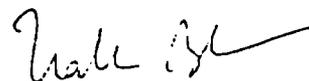
1. Schedule
2. Research Proposal
3. Standard Provisions
4. Status of Funds (Report)

Accepted on behalf of the
Royal Thai Government



Mr. Wanchai Sirirattna
Director-General
Department of Technical
and Economic Cooperation

Acknowledged on behalf of
Mahidol University



Dr. Natth Bhamarapavati
Rector
Mahidol University

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FISCAL DATA

Obligation Number: 6361528

Appropriation: 72-1161021.6

Budget Allotment Code: DDAA-86-10600-DG11
(646-36-099-00-19-61)

Project Title: Innovative Scientific Research
Project

Total Obligated Amount: US\$ 150,000

Project No.: 9365542

Funding Source: AID/W (per 86 STATE 233508)

O/FIN: Funds Availability:

 8/7/86

Ronald Hammersley
Acting Controller

SCHEDULE

A. Purpose of Grant

The purpose of this Grant is to provide support for a research project entitled "Identification of Surface Antigens and Production of Monoclonal Antibodies in Schistosoma japonicum (Chinese & Philippines)", as more specifically described in Attachment 2.

B. Period of Grant

The effective date of this Grant is August 11, 1986. The expiration date of this Grant is December 31, 1989.

C. Amount of Grant and Payment

1. AID hereby obligates the amount of \$150,000 for purposes of this Grant.

2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3, Standard Provisions, Article 14 entitled "Payment".

D. Financial Plan

The following is the Financial Plan for this Grant:

<u>Cost Element</u>	<u>U.S. \$</u>
1. Salary	54,300
2. Equipment	21,000
3. Materials and Supplies	60,550
4. Travel	8,000
5. Other costs:	
- Equipment Maintenance	4,650
- Document and Publication	<u>1,500</u>
Total	150,000 =====

It is understood that per diem rates paid or reimbursed will not exceed AID per diem rates for international travel and RTG or DTEC per diem rates for local travel in Thailand.

E. Reporting and Evaluation

1. Progress Reports: Interim progress reports are required every six months (6 copies to Office of Science and Technology, USAID, Bangkok for distribution to AID Washington) except for the last six month period which will be pre-empted by a final report. Interim report objectives are to keep the Project Manager and AID/SCI informed that research is proceeding in accordance with the agreement or to document changes in the research plan. Substantive scientific input should be included when there is something significant to report. The first report should reconfirm dates of the reporting schedule and to request any administrative changes that should be made in the agreement. Progress reports should be in English. For this project these reports are due within thirty days following periods ending February 28, 1987; August 31, 1987; February 28, 1988; August 31, 1988; February 28, 1989; August 31, 1989.

2. Final Report: The Principal Investigator should submit a final report in fifteen copies, if possible, no later than the completion date of the project which currently is estimated as December 31, 1989. The report should be sufficiently detailed to substantiate findings and to permit scientific evaluation of research. The Principal Investigator is encouraged to share a draft report with the AID Project Officer for comment prior to formal submission.

F. Special Provision

1. This Grant is given to permit Dr. Prasert to undertake the research outlined in Attachment 2 entitled "Research Proposal". It is understood that Dr. Prasert will be the Principal Investigator, and will be given full authority by Mahidol University to carry out the research.

2. Local cost financing of wages, salary, per diem, local transportation, international travel and procurement of small value indigenous and imported shelf items is authorized.

3. Conference attendance. The Grantee shall prepare and submit a detailed proposed schedule or agenda to AID for approval for any conference, workshop, symposium or seminar before a trip is arranged. It is understood that attendance at conference, workshops, symposia or seminars should be relevant to the purposes of the research undertaken.

G. Delegation of Authority

It is agreed that Mahidol University will act on behalf of the Department of Technical and Economic Cooperation on all matters concerning the administration of this Grant.

RESEARCH PROPOSAL

DESCRIPTION:

The aim of the project is (1) To identify and characterize antigens on the surface of the tegument of cercariae, schistosomulae and adult Schistosoma japonicum (Chinese & Philippine), and to study their cross-reactions with surface antigens of other schistosome species - in order to identify major antigens that can elicit concomitant immunity in hosts, and (2) To produce monoclonal antibodies (MAB) against parasite surface antigens. These MAB will be used for the detection of major surface antigens as characterized above, particularly those that can confer protective immunity to hosts. Consequently, potential candidate antigens and MAB that can be used for new immunodiagnostic methods and future production of vaccines can be selected.

STANDARD PROVISIONS

1. ALLOWABLE COSTS (NOVEMBER 1984)

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 reasonable, allocable, and allowable in accordance with the terms of this grant and the cost principles (hereinafter referred to as "applicable cost principles") in effect on the date of this grant, which are attached.*

(a) Reasonable. Shall mean those costs that do not exceed those which would be incurred by an ordinarily prudent person in the conduct of normal business.

(b) Allocable Costs. Shall mean those costs which are necessary to the grant.

(c) Allowable Costs. Shall mean those costs which must conform to any limitations set forth in this grant.

(d) Unallowable costs, direct or indirect, include but are not limited to the following examples: Advertising, bad debts, contingencies, entertainment, fines and penalties, interest, fund raising, investment management costs, losses on other awards, taxes, first class air fare unless specifically approved, certain relocation costs, and professional service costs incurred in connection with litigation against the US Government, and organization or reorganization costs. Additionally, public information service costs are unallowable as indirect costs. The applicable cost principles do authorize some of the above listed unallowable costs in appropriate circumstances. Prior to incurring a questionable or unique costs, the grantee should obtain the grant officer's written determination as to whether the cost will be allowable.

2. ACCOUNTING, AUDIT, AND RECORDS (NOVEMBER 1984)

(a) 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's financial management system shall provide for the following:

1. Accurate, current, and complete disclosure for each AID-sponsored project or program in accordance with the reporting requirements of this grant. While AID requires reporting on an accrual basis, the grantee shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

*NOTE: OMB Circular A-21 shall apply to universities.
OMB Circular A-122 shall apply to all other non-profits.

2. Records that identify adequately the source and application of funds for AID-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.

4. Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit-cost data whenever appropriate.

5. Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (1) the amount and disposition by the grantee of the proceeds of such assistance, (2) the total cost of the project or undertaking in connection with which such assistance is given or used; (3) the amount of that portion of the cost the project or undertaking supplied by other sources, and (4) such other records as will facilitate an effective audit.

(b) 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 (1) until the expiration of three years from the date of termination of the grant, and (2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. AID follows generally accepted accounting principles and auditing standards in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit.

(c) The grantee shall require subgrantees to adopt the standards in paragraph (b) above.

3. REFUNDS (NOVEMBER 1984)

(a) If use of the AID funds results in accrual of interest to the grantee or to any other person to whom the grantee makes AID funds available, the grantee shall refund to AID the amount of interest accrued.

(b) Funds obligated by AID but not disbursed to the grantee at the time the grant expires or is terminated shall revert to AID, except for such 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, or as a result of final audit, it is determined by AID that funds it provided under this grant have been expended for purposes not in accordance with the terms of this grant, the grantee shall refund such amount to AID.

4. REVISION OF GRANT BUDGET (NOVEMBER 1984)

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant award process.

(b) The grantee shall immediately request approval from the grant officer when there is reason to believe that within the next 30 calendar days a revision of the approved grant budget will be necessary for any of the following reasons:

1. To change the scope or the objectives of the project and/or revise the funding allocated amount project objectives.

2. Additional funding is needed.

3. The grantee expects the amount of AID authorized funds to exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater.

4. The grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

5. The grantee intends to contract or subgrant any of the work under this grant, and such contracts or subgrants were not included in the approved grant budget.

(c) Except as required by other provisions of this grant specifically 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. 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 the new grant total amount.

5. TERMINATION AND SUSPENSION (NOVEMBER 1984)

(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 it is determined that the grantee has failed to comply with the conditions of the grant.

(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 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. The grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended AID funds 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 in the 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. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the applicable cost principles.

(d) Suspension: Termination for Changed Circumstances. If at any time AID determine that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States or that it would be in violation of an applicable law, then AID may, following notice to the grantee, suspend this grant and prohibit the grantee from incurring additional obligations chargeable to this grant other than necessary and proper costs in accordance with the terms of this grant during the period of suspension. If the situation causing the suspension continues for 60 days or more, then AID may terminate this grant on written notice to the grantee and cancel that portion of this grant which has not been disbursed or irrevocably committed to third parties. Financial settlement of this grant shall be governed by the termination procedures specified in paragraph (c) above.

6. DISPUTES (NOVEMBER 1964)

(a) Any dispute under this grant shall be decided by the AID grant officer. The grant officer shall furnish the grantee a written copy of the decision.

(b) Decision of the AID grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeal the decision to the Administrator of AID. Any appeal made under this provision shall be in writing and addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the grant officer.

(c) In connection with any appeal proceeding under this provision, the grantee shall be given an opportunity to be heard and to offer evidence in support of its appeal.

(d) A decision under this provision by the Administrator or his authorized representative shall be final unless overruled by a court of competent jurisdiction.

7. INELIGIBLE COUNTRIES (NOVEMBER 1984)

Unless otherwise approved by the AID grant officer, no funds will be expended for costs incurred in countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

8. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (NOVEMBER 1984)

No person in the United States, consistent with the laws of the United States, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this grant on the basis of race, color, national origin, age, handicap, or sex.

9. US OFFICIALS NOT TO BENEFIT (NOVEMBER 1984)

No member of or delegate to the US Congress or resident US 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.

10. COVENANT AGAINST CONTINGENT FEES (NOVEMBER 1984)

The grantee certifies 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 certification, AID shall have the right to cancel this grant without liability or, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

11. NONLIABILITY (NOVEMBER 1984)

AID does not assume liability for any third party claims for damages arising out of this grant.

12. AMENDMENT (NOVEMBER 1984)

The grant may be amended by formal modification to the basic grant document or by means of an exchange of letters between the grant officer and an appropriate official of the grantee.

13. NOTICES (NOVEMBER 1984) --

Any notice given by AID or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled 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 designated within the grant.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

14. PAYMENT - PERIODIC ADVANCE (NOVEMBER 1984)

(This provision is applicable when (1) the grantee has an acceptable accounting system, (2) the grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof, and (3) the grantee's financial management system meets the standards for fund control and accountability required under the standard provision of this agreement entitled "Accounting, Audit and Records").

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

(b) Each quarter, after initial cash advance, the grantee shall submit to the AID Controller, identified in the schedule, voucher form SF 1034 (original) and SF 1034-A (three copies), entitled "Public Voucher for Purchases and Services Other Than Personal", copies of which are attached.

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

FEDERAL CASH ADVANCE STATUS REPORT
(Report Control No. W-245)

A. Period covered by this report:

FROM (Month, day, year) _____
TO (Month, day, year) _____

Period covered by the next report

FROM (Month, day, year) _____
TO (Month, day, year) _____

B. Cash Advance Use and Needs:

1. Cash advance on hand at the beginning of this reporting period.....Baht _____
2. US Treasury check advance(s) received during this reporting period.....Baht _____
3. Interest earned on cash advance during this reporting period.....Baht _____
4. GROSS cash advance available during this reporting period (Lines 1, 2, and 3).....Baht _____
5. LESS, interest remitted to AID during this reporting periodBaht _____
6. NET cash advance available during this reporting period (Line 4 minus Line 5).....Baht _____
7. Total disbursements during this reporting period, including subadvances (see footnote 1).. ...Baht _____
8. Amount of cash advances available at the end of this reporting period (Line 6 minus Line 7).....Baht _____
9. Projected disbursements, including subadvances, for the next reporting period (see footnote 2).....Baht _____
10. Additional cash advance requested for the next reporting period (Line 9 minus Line 8).....Baht _____
11. Total interest earned on cash advance from the start of the grant to the end of this reporting period, but not remitted to AID.....Baht _____
12. Total cash advances to subgrantees, if any, as of the end of this reporting period.....Baht _____

FOOTNOTES:

1. The grantee shall submit a cumulative detailed report of disbursements by BUDGET line item quarterly.
2. The grantee shall attach a Summary, by BUDGET line item, of projected disbursements for the next reporting period.

C. Certification:

The undersigned hereby certifies: (1) that the amount in paragraph 8.9 above represents the best estimates of funds needed for the disbursements to be incurred over the period described, (2) that appropriate refund or credit to the grant will be made in the event of disallowance in accordance with the terms of the grant, (3) that appropriate refund or credit to the grant will be made in the event funds are not expended, and (4) that any interest accrued on the funds made available herein will be refunded to AID.

BY _____

DATE: _____

TITLE _____

15. AIR TRAVEL AND TRANSPORTATION (NOVEMBER 1984)

(This provision is applicable when any costs for air travel or transportation are included in the budget).

(a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. At least, one week prior to commencement of approved international travel, the grantee shall notify the cognizant mission, with a copy to the project officer, of planned travel, identifying the travelers and the dates and times of arrival.

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

(c) All air travel and shipments under this grant are required to be made on United States flag air carriers to the extent service by such carriers is available. A US flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the US Civil Aeronautics Board authorizing operations between the United States and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a US flag air carrier cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) US flag air carrier service is considered available even though:

1. Comparable or a different kind of service can be provided at less cost by a foreign air carrier;

2. Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

3. Service by a foreign air carrier can be paid for in excess foreign currency, unless US flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

(f) Except as provided in paragraph (b) of this section, US flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a US flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the United States being performed by a foreign air carrier:

1. US flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;

2. Where an origin or interchange point is not served by US flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with US flag air carrier service; or

3. Where a US flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative US flag air carrier service.

(g) For travel between a gateway airport in the United States (the last US airport from which the traveler's flight departs or the first US airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks enroute to the US or at which he first debarks incident to travel from the US), passenger service by US flag air carrier will not be considered available:

1. Where the gateway airport abroad is the traveler's origin or destination airport, and the use of US flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier.

2. Where the gateway airport abroad is an interchange point, and the use of US flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the United States would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the United States the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by US flag air carrier will not be considered to be reasonably available:

1. if travel by foreign air carrier would eliminate two or more aircraft changes enroute;

2. Where one of the two points abroad is the gateway airport (as defined in paragraph (g) of this section) enroute to or from the United States, if the use of a US flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

3. Where the travel is not part of a trip to or from the United States, if the use of a US flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.

(i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, US flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transportation agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 USC 1502(b) and provide reciprocal rights and benefits.

(k) Where US Government funds are used to reimburse the grantee's use of other than US 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 US FLAG AIR CARRIERS

I hereby certify that the transportation service for personnel (and their personal effects) to property by certificated air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth above).

(1) International Travel

(i) As used herein, the term "international travel" includes travel to all countries other than those within the home country of the grantee.

(ii) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance is the Standardized Regulations (Government Civilians, Foreign

Best Available Document

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Areas), published by the US Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the grant officer.

(iii) This provision will be included in all subagreements and contracts which require air travel and transportation under this grant.

16. OCEAN SHIPMENT OF GOODS (NOVEMBER 1984)

(This provision is applicable when goods purchased with funds provided under this grant are transported to cooperating countries on ocean vessels).

(a) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the cooperating countries shall be made on privately owned US flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned US flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(c) When US flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the AID Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use US flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows:

"I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the US Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, D.C. 20590, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement."

17. PROCUREMENT OF GOODS AND SERVICES (NOVEMBER 1984)

(This provision is applicable when goods or services are procured under the grant).

The grantee may use its own procurement policies and practices for the procurement of goods and services under this grant, provided they conform to all of AID's requirements listed below and the standard provision entitled "Ineligible and Restricted Goods and Services":

(a) General Requirements:

1. The recipient shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using AID funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which AID funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partners has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the recipients' officers, employees or agents.

2. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free completion. The recipient should be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or craft specifications, requirements, statements of work, invitations for bids and/or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the bidder/offeror whose bid/offer is responsive/responsible to the solicitation and is most advantageous to the recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order to be evaluated by the recipient. Any and all bids/offers may be rejected when it is in the recipient's interest to do so.

3. All grantees shall establish procurement procedures that provide for, at a minimum, the following procedural requirements:

(i) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical practical procurement. Such an analysis shall not be required for motor vehicles.

(ii) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand-name or equal" descriptions may be used as a means to define the performance of other salient requirements of a procurement and when so used the specific features of the named brand which must be met by bidders/offerors shall be clearly specified.

(iii) Positive efforts shall be made by the recipients to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing AID funds. 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 Office of Small Disadvantaged Business Utilization, AID/Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of and granted by the Office of Small and Disadvantaged Business Utilization) 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.

(iv) The type of procuring instruments used, e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the recipient but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(v) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

(vi) All proposed sole source contracts or where only one bid or proposal is received in which the aggregate expenditure is expected to exceed \$5,000 shall be subject to prior approval by an appropriate official within the grantee's organization.

(vii) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

(viii) Procurement records and files for purchases in excess of \$10,000 shall include the following:

1. basis for contractor selection;
2. justification for lack of competition when competitive bids or offers are not obtained;
3. basis for award cost or price.

A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions and specifications of the contract, and to ensure adequate and timely followup of all purchases.

(b) Each contract shall contain the following contract provisions as well as any provision within this grant which requires such inclusion of that provision. Whenever a provision is required to be inserted in a contract under this grant, the grantee shall insert a statement in the contract that in all instances where the US Government is mentioned the grantee's name shall be substituted.

1. Contracts in excess of \$10,000 shall contain contractual provisions or conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach contract terms, and provide for such remedial actions as may be appropriate.

2. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

3. In all contracts for construction or facility improvement awarded for more than \$100,000, recipients shall observe generally accepted bonding requirements.

4. Contracts, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

5. All negotiated contracts over \$10,000 awarded by recipients shall include a provision to the effect that the recipient, AID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

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18. INELIGIBLE AND RESTRICTED GOODS, AND SERVICES (NOVEMBER 1984)

(This provision is applicable when goods or services are procured under the grant).

a. Ineligible and Restricted Goods and Services: If AID determines that the grantee has procured any of the restricted or ineligible goods and services specified below, or has procured goods and services from unauthorized sources, and has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to AID the entire amount of the reimbursement.

1. Ineligible Goods and Services. Under no circumstances shall the grantee procure any of the following under this grant:

- (a) military equipment;
- (b) surveillance equipment;
- (c) commodities and services for support of police or other law enforcement activities;
- (d) abortion equipment and services;
- (e) luxury goods and gambling equipment; or
- (f) weather modification equipment.

2. 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 203). The grantee agrees to review said list prior to undertaking any procurement under this grant. AID will provide the grantee with this list.

3. Restricted Goods. The grantee shall not procure any of the following goods and services without the prior written authorization of the grant officer:

- (a) agricultural commodities;
- (b) motor vehicles;
- (c) pharmaceuticals;
- (d) pesticides;

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- (e) rubber-compounding chemicals and plasticizers;
- (f) used equipment;
- (g) US Government-owned excess property; or
- (h) fertilizer.

b. Source, Origin, and Nationality: The eligibility of the source, origin, and nationality of the goods and services is divided into the following categories of under and over \$250,000 for the total procurement element during the life of the grant. The total procurement element includes procurement of all goods (e.g. equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the grant officer. AID policies on source, origin, and nationality are contained in Chapters 4 and 5 of AID Handbook 1, Supplement 3, (Procurement Policies).

1. When the total procurement element during the life of this grant is valued at \$250,000 or less, the following rules apply:

(a) All goods and services, the costs of which are to be reimbursed 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) The Cooperating Country,
- (3) "Selected Free World" countries (AID Geographic Code 941),
- (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 US sources, under the order of preference in paragraph b(1) above, the grantee 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 US sources,
- (2) The price differential for procurement from US sources exceeded by 50% or more the delivered price from the non-US source,

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(3) Impelling local political considerations precluded consideration of US sources,

(4) The goods or services were not available from US sources, or

(5) Procurement of locally available goods and services, as opposed to procurement of US goods and services, would best promote the objective of the Foreign Assistance program under the grant.

2. When the total procurement element exceeds \$250,000, the following rule applies: Except as may be specifically approved or directed in advance by the grant officer, all goods and services, which will be reimbursed under this grant and financed with United States dollars, shall be procured in and shipped from the United States (Code 000) and from any other countries within the authorized geographic code as specified in the schedule of this grant.

c. Marine Insurance: The eligibility of marine insurance is determined by the country in which it is placed. Insurance is placed in a country if payment of the insurance policy is issued by an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the Cooperating Country is also eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to AID-financed procurement against any marine insurance company authorized to do business in the United States, then any AID-financed commodity shipped to that country shall be insured against marine risk and the insurance shall be placed in the United States with a company or companies authorized to do marine insurance business in the United States.

d. Ocean and Air Transportation shall be in accordance with the applicable provisions contained within this grant.

e. Printed or Audio-Visual Teaching Materials. If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by AID in whole or in part and if other funds including US-owned or US-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

1. Code 000, United States.
2. The Cooperating Country.
3. Code 941, Selected Free World.
4. Code 899, Free World.

f. Special Restrictions on the Procurement of Construction or Engineering Services: Section 604(g) of the Foreign Assistance Act provides that AID funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under Geographic Code 941, which have attained a competitive capability in international markets for construction services or engineering services." In order to insure eligibility of a Code 941 contractor for construction or engineering services, the grantee shall obtain the grant officer's prior approval for any such contract.

19. LOCAL COST FINANCING WITH U.S. DOLLARS (NOVEMBER 1984)

(This Provision is applicable when local financing is authorized under the grant and must be used in conjunction with the provisions entitled "Procurement of Goods and Services" and "Ineligible and Restricted Goods and Services".)

(a) Local cost financing is the use of appropriated US dollars to finance the procurement of goods and services paid for with local currency in the cooperating country for furtherance of grant purposes. Local cost financing must be specifically authorized in the schedule of the grant. The amount of US dollars which may be used must be specified in the authorization, together with any special restrictions on their use.

(b) Procurement of goods and services under local cost financing is subject to the restrictions listed in the grant provisions entitled "Procurement of Goods and Services" and "Ineligible and Restricted Goods and Services".

(c) Authorization of local cost financing makes the cooperating country, in addition to the United States and any other country included in the authorized geographic code for the project, an eligible source for the purchase of goods or services in the cooperating country. Goods or services purchased under local cost financing must be located in the cooperating country at the time they are purchased; they cannot be imported specifically for the project being implemented by this grant. The supplier from which goods or services are purchased under local cost financing must also be in the cooperating country. Suppliers of goods or services under local cost financing must meet the nationality eligibility tests prescribed in Chapter 5 of AID Handbook 1, Supplement B.

(d) Unless otherwise specifically authorized, the policies in Chapter 18 of AID Handbook 1, Supplement B are applicable to all local cost financing.

20. PUBLICATIONS (NOVEMBER 1984)

(This provision is applicable when publications are financed under the grant).

(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 AID project officer with one copy of all published works developed under this grant and 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) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but AID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

21. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (NOVEMBER 1984)

(This provision is applicable when human subjects are involved in research financed by the grant).

(a) Safeguarding the rights and welfare of human subjects involved in research supported by AID is the responsibility of the organization to which support is awarded. It is the policy of AID that no work shall be initiated under any grant 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 organization. This review shall assure that (1) the rights and welfare of the individuals involved are adequately protected, (2) the methods used to obtain informed consent are adequate and appropriate, and (3) the risks and potential medical benefits of the investigation are assessed.

(b) The organization must provide written assurance to AID that it will abide by this policy for all research involving human subjects supported by AID. 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 organization'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 organization 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.

(c) Since the welfare of the subject individual is a matter of concern to AID as well as to the organization; AID 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 organization set forth herein.

(d) 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.

(e) In addition to the procedures set forth above, studies with unmarketed drugs will be carried out in accordance with provisions applicable in the country where the study is conducted.

(f) Guidance on procedures to safeguard human subjects involved in research is found in Title 45, Part 46, of the Code of Federal Regulations. Compliance with these procedures, except as modified above, is required.

22. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE) (NOVEMBER 1984)

(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 US Government grant, subagreement, contract, or subcontract.

(b) The grantee agrees to use and maintain the property for the purposes of the grant in accordance with the requirements of paragraph 17 of Chapter 1 of 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 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.

23. COST SHARING (NONMATCHING)(NOVEMBER 1984)

(This provision is applicable when AID is one of a number of donors).

(a) The funds provided by this grant represent partial support of the program/project as described in the Schedule of this grant, and may be used to support the costs of the program/project as specified in the Budget included in the Schedule.

(b) The restriction on the use of AID grant funds set forth in the standard provisions of this grant are applicable only to expenditures incurred with AID funds provided under this grant. The standard provisions are not applicable to expenditures incurred with funds provided from non-Federal sources. The grantee will account for the AID funds in accordance with the standard provision of this grant entitled "Accounting, Audit and Records."

(c) Notwithstanding paragraph (b) of the standard provision of this grant entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from AID grant funds provided hereunder, the grantee may substitute for such disallowance expenditures made with funds provided from non-Federal sources provided they are otherwise incurred for the purpose of this grant. At the expiration or termination of this grant, amounts of disallowance of expenditures from AID grant funds for which a substitution with expenditures from non-Federal funds cannot be made will be refunded to AID.

STATUS OF FUNDS FOR THE PERIOD ENDING: _____
 AND REQUEST FOR FUNDS FOR PERIOD ENDING: _____

Budget (by line item)	(1) Total Project Budget		(2) Funds Received To Date	(3) Expenditures This Period	(4) Total Expenditures To Date	(5) Advances Required Next Period
	U.S.\$	Baht	Baht	Baht	Baht	
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

Total advances requirement for the next period Baht _____

LESS

Unexpended (2) minus (4) Baht _____

Net request for the next period Baht _____
 =====

Prepared by: _____ Certified Correct: _____ USAID, O/S&T: _____
 Additional cash advance requested _____

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