PD-AAY-763
59392

ORIGINAL

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

Mr. Stanley Dreyer
President
The Cooperative League of the U.S.A.
1828 L. Street, N.W.
Washington, D.C. 20036

MAY 3 1 1973

93200028

Subject: Grant No. AID/CM/pha-G-73-11
PIO/T No.: 932-13-950-028-73-3235015
Appropriation No.: 72-1131004
Allotment No.: 354-32-099-00-76-31

Dear Mr. Dreyer:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and your proposal of April 12, 1973 The Agency for International Development (A.I.D.) hereby grants to the Cooperative League of the U.S.A. (hereafter referred to as CLUSA or Grantee) the sum of Thirty-five thousand Dollars ($35,000) to provide support for the first year of Grantee's program to survey and evaluate cooperative training materials for use in developing countries.

This grant is made on condition that the funds will be administered in accordance with the Program Description (ATTACHMENT A) and the Terms and Conditions (ATTACHMENT B), attached hereto and made a part hereof.

The funds provided herein are obligated as of the date of this letter and shall apply to costs incurred during the period June 1, 1973 through May 31, 1974.

113 1004
354-32-099-00-76-31
3235015 2590
35 000.00
932-13-950-028-73
By 5/31/73

RECEIVED JUN 6 1973

Please acknowledge this grant by signing all copies in the space provided below, and return the original and five (5) copies to this office.

Sincerely yours,

Gerald P. Gold
Grant Officer
PHA Branch
Central Operations Division
Office of Contract Management

ATTACHMENTS:
A. PROGRAM DESCRIPTION
B. TERMS AND CONDITIONS

ACKNOWLEDGED

BY: _____

TYPED NAME: Allie C. Fehler, Jr.

TITLE: Vice President & Director, Outreach Division

DATE: _____

ATTACHMENT A

PROGRAM DESCRIPTION

I. Objectives:

The long term objective of this project is to improve educational and training materials used by training officers, management, staffs and members of cooperatives in developing countries. These materials include elementary text books, teachers' manuals, management materials, "do-it-yourself" kits, radio scripts, films, photographs, posters, news bulletins and general cooperative literature.

II. Work Plan:

A. This grant shall be used by The Cooperative League of the USA (CLUSA) to establish a clearing house for the collection and exchange of information on cooperative educational and training materials, training techniques, and training programs. This work shall be undertaken in cooperation with the International Cooperative Alliance (ICA), of which CLUSA is a member. The clearing house shall be located at the ICA headquarters in London, with ICA providing the needed services, such as:

1. Recruit two professional employees for CLUSA to staff clearing house operations.
2. Make available staff time at the headquarter's office and two regional offices to assist CLUSA in gathering information, as necessary.
3. Arrange meetings as necessary with CLUSA and other organizations engaged in training, such as those listed in D below.

4. Provide translation services, as necessary.

B. The Clearing house shall compile an inventory of existing educational and training materials currently in use by cooperative organizations and agencies engaged in cooperative training and development work, and materials being planned for future developments.

C. The clearing house shall make a general survey of cooperative development projects countries to determine the level of effectiveness of existing educational and training materials. In addition, the clearing house report shall include any plans currently under way for the development of new materials.

D. In undertaking this project, the clearing house shall coordinate as necessary with other cooperative organizations, such as the International Labor Organization, the University Center for Cooperatives at the University of Wisconsin and the Organization of Cooperatives of the Americas.

E. At the end of the project, a report shall be prepared and submitted to all cooperating entities. This report shall recommend a project plan that would identify weaknesses and shortcomings in the present material and propose ways to improve their quality and quantity. Recommendations based on the adequacy of existing materials and plans for future needs will focus on the development of English language training materials and methods. Copies of this report shall be made available to AID within 45 days after the expiration of this grant.

F. In undertaking the above CLUSA may employ non-U.S. citizens.

ATTACHMENT B

TERMS AND CONDITIONS

ARTICLE I - TERM OF GRANT

This grant is effective on the date of the Cover Letter and shall expire on May 31, 1974.

ARTICLE II - ALLOWABLE COSTS

The Grantee shall be reimbursed for the costs incurred in implementing the program contained in Attachment A provided such costs are incurred in accordance with the terms and conditions of this grant and are determined to be reasonable, allowable and allocable in accordance with the principles set forth in sub-part 1-15.2 of the Federal Procurement Regulations, as in effect as of the date of this grant. Overhead is not a reimbursable cost under this grant.

ARTICLE III - SALARIES AND WAGES

All salaries and employees benefits paid from funds provided by this Grant shall be in accordance with the Grantee's usual policy and practice. Any deviation from Grantee's policy shall be documented and such documentation shall be retained as part of the grant records for audit by A.I.D. and/or the Comptroller General of the United States.

ARTICLE IV - ADVANCE PAYMENT AND DISBURSEMENT

A. Subject to the provisions hereinafter set forth, A.I.D. shall make an initial advance payment to the Grantee in the amount of $7500.

B. The Grantee will obtain an Advance Payment Bond of Indemnity in the dollar amount of the advance, the premium for which will be reimbursable under this Grant.

C. To request the initial advance payment, the Grantee will submit Voucher Form SF-1034 and three copies of Voucher Form SF-1034 (a) to the Office of Financial Management, A.I.D.

D. Until all advance payments made hereunder are liquidated, the initial advance and all other payments under the Grant shall be deposited by the Grantee in a Special Bank Account. A separate account number shall be assigned by the Grantee for operations of the Grant, and all receipts and disbursements shall be recorded thereunder by the Grantee's fiscal department in such manner that it will be possible to ascertain the balance in the advance payment account at any time. The records thereof shall be preserved and be subject to inspection and audit in accordance with Article X of these General Provisions. None of the funds in the Special Bank Account shall be mingled with other funds of the Grantee prior to their withdrawal from the Special Bank Account as provided hereinafter.

E. The funds in the Special Bank Account or Accounts may be withdrawn by the Grantee solely for the purpose of making payments for items of allowable cost as provided in this Grant, or to reimburse the Grantee for such items of allowable cost or for such other purposes as the Grant Officer may approve in writing.

F. Following the initial advance payment and until such time as total reimbursements plus the initial advance equal the total amount of this Grant, A.I.D. will disburse funds to the Grantee on a replenishment basis as provided for hereunder. Thereafter, vouchers for expenditures, which

shall be marked "NO PAY" by the Grantee before submission, will not be reimbursed, but will be applied to liquidate the remaining outstanding advance. In the event that the total amount of such subsequent vouchers is insufficient to completely liquidate the outstanding advance, the Grantee shall refund to A.I.D. all unexpended advance funds which are not obligated under this Grant at the time of submission of the Final Voucher. Any interest earned on this advance account shall accrue to and be paid to A.I.D.

G. The procedure for disbursement of funds to the Grantee will be as follows:

1. The Grantee will submit monthly to the Office of Financial Management, A.I.D., Voucher Form 1034 (original) and three copies of Voucher Form 1034(a), properly executed, totaling Grantee's expenditures during the period covered for which reimbursement hereunder is sought, together with an original and two copies of a certified fiscal report rendered by the Grantee in a form and manner substantially as follows:

Project: Grant to CLUSA - Period:

Category	Total Budgeted Amount	Expenditures To Date	Expenditures This Period
	$_____	$_____	$_____
	$_____	$_____	$_____

("Category" shall include, the heading contained in the budget).

2. Concurrently with the submission of the above documents to the Controller, the Grantee will also send a copy of each voucher form and the certified fiscal report to the A.I.D. Project Manager in the Technical Office charged with monitoring the Grant.

The above fiscal report will include a certification signed by an authorized representative of the Grantee as follows:

"The undersigned hereby certifies: (a) that payment of the sum claimed under the voucher is proper and due under the terms of the grant; and (b) that the information on the fiscal report is correct and such detailed supporting information as A.I.D. may require will be furnished by the Grantee promptly to A.I.D. upon request; and (c) that the expenditures from the Grantee's private funds are from contributions and/or income, not borrowed funds.

BY_____

TITLE_____

DATE_____"

An original and two copies of an annual or final fiscal report, as appropriate, shall be submitted to the Office of Financial Management, A.I.D. within 90 days of the end of the calendar quarter in which the grant anniversary date or expiration date falls. This annual or final fiscal report shall include the above certification and certification by an independent public accountant that the costs are all recorded and identified against the A.I.D. funds and are determined to be reasonable based on generally accepted accounting practices.

3. The final fiscal report shall be accompanied by an original and three (3) copies of SF-1034 and SF-1034(a), marked "Final Voucher". Reimbursement shall be for costs incurred in the performance of this grant as determined by the Grant Officer to be allowable in accordance with the terms and conditions of this grant, including the budget contained in Appendix B herein, and to the extent not inconsistent therewith, the principles set forth in Subpart 1-15.2 of the Federal Procurement Regulations, as in effect on the effective date of this grant.

The parties agree that, if after reviewing the fiscal reports or other cost data, it is determined by the Grant Officer that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee will refund such amounts as directed by the Grant Officer.

4. At any time or time prior to final payment under this grant, the Grant Officer may have the vouchers and statements of cost audited.

Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Grant Officer, on the basis of such audit, not to constitute allowable costs. Any payment made may be reduced for overpayments made on preceding invoices or vouchers.

5. The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee or any assignee under this grant shall be paid by the Grantee to the Government, to the extent that they may have been reimbursed under this grant. Reasonable expenses incurred by the Grantee for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Grant Officer. Prior to final payment under this Grant, the Grantee and such assignee under this grant whose assignment is in effect at the time of final payment under this grant shall execute and deliver---

(a) an assignment to the Government, in form and substance satisfactory to the Grant Officer, of refunds, rebates, credits, or other Amounts (including any interest thereon) properly allocable to costs for which the Grantee has been reimbursed by the Government under this grant; and

(b) a release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this grant, subject only to the following exceptions---

(1) specified claims in stated amounts or in estimated

amounts where the amounts are not susceptible of exact statement by the Grantee;

(2) claims, together with reasonable expenses incidental thereto, based upon liabilities of the Grantee to third parties arising out of the performance of this grant; provided, that such claims are not known to the Grantee on the date of the execution of the release; and provided, further, that the Grantee gives notice of such claims in writing to the Grant Officer not more than six (6) years after the date of the release or the date of any notice to the Government is prepared to make final payment, whichever is earlier.

ARTICLE V - EQUAL OPPORTUNITY EMPLOYMENT

With regard to the employment of persons in the U.S. under this Grant, Grantee agrees to take all reasonable steps to insure equality of opportunity in its employment practices without regard to race, religion, sex, color or national origin of such persons and that, 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, religion, sex, 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".

ARTICLE VI - PROCUREMENT

A. No motor vehicle shall be procured with A.I.D. funds. Except as may be specifically approved or directed in advance by the Grant Officer, the source of any procurement financed hereunder shall be the United States and any equipment, materials or supplies procured under this Grant shall have been mined, grown, or, through manufacturing, processing, or assembly, produced in the United States. In addition, a produced commodity procured in any transaction will not be eligible for financing if (i) it contains components from countries other than Free World Countries and (ii) the percentage of permissable componentry exceeds 50% of the commodity price.

B. Procurements outside of the United States which are less than $2500, and are for materials, regularly available and normally sold on the local market, which are to be consumed or expended in the performance of this grant, are exempt from A. above. (except the vehicle provision).

ARTICLE VII - SUBORDINATE AGREEMENTS

The placement of subordinate agreements, grants or contracts with other organizations, firms or institutions is subject to the prior written consent of the Grant Officer. 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. The term "Subordinate Agreement" excludes purchase orders not exceeding $2500 for purposes of the requirement of prior written approval.

ARTICLE VIII - TRAVEL AND TRANSPORTATION EXPENSES

Within the limits of the funds provided by this Grant, the Grantee agrees to utilize less than first class transportation accommodations unless the use of such accommodations will result in unreasonable delay or increased costs. In addition, Grantee agrees to perform all travel by the most direct and expeditious route.

ARTICLE IX - LIMITATION ON TRANSPORTATION

A. All international air travel performed under this Grant shall be made on U.S. flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Grantee certifies to the facts in the documents retained as part of his records:

1. where a flight by a U.S. flag carrier is not scheduled to arrive in time for the conduct of official business;

2. where a flight by a U.S. flag carrier is scheduled but does not have accommodations available when reservations are sought;

3. where the departure time, routing, or other features of a U.S. flag carrier would interfere with or prevent the satisfactory performance of official business;

4. [illegible]

delay of based on weather, mechanical or other factors to such an extent that use of a non-U.S. flag carrier is in the Government's interest;

5. [illegible] the appropriate class of accommodation is available on both U.S. flag carrier and non-U.S. flag carriers, but the use of U.S. flag carriers will result in higher total U.S. dollar costs to the Grantee due to additional subsistence or other expenses; and

6. where the appropriate class of accommodations is available only on a non-U.S. flag carrier and the cost of transportation and related subsistence is less than the cost of available accommodations of another class on a U.S. flag carrier and related subsistence expense.

B. All international air shipments made hereunder shall be made on U.S. flag carriers unless shipment would, in the Grantee's judgment, be delayed an unreasonable time awaiting a U.S. flag carrier either at point of origin or transshipment; provided, however, that Grantee certifies to the facts and such certification is retained as part of the Grant records for audit by A.I.D. and/or the Comptroller General of the United States.

C. All international ocean transportation of persons and goods which is to be reimbursed in U.S. dollars under this Grant shall be by U.S. flag vessels to the extent that they are available. With respect

Best Available Document

to the [illegible] of [illegible], where U.S. flag vessels are not available, or if [illegible] would result in a significant delay, the Grantee may [illegible] in writing, from this requirement from the Resources Transportation [illegible], Agency for International Development, Washington, D.C. [illegible] the basis for the request.

ARTICLE [illegible] RECORDS

A. The Grantee shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this grant. The foregoing constitute "records" for the purpose of this article.

B. The Grantee agrees that the Auditor General, A.I.D., and the Comptroller General of the United States or any of their duly authorized representatives shall, until expiration of 3 years after final payment under this grant, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this grant.

C. The Grantee further agrees to include in all its subordinate agreements hereunder a provision to the effect that the subordinate

Declassified Documents

21

[illegible] the Auditor General, A.I.D., and the Comptroller [illegible] or any of their duly authorized representatives [illegible] of 3 years after final payment under the subordinate [illegible] of the time specified in Part 1-20 (41 CFR Part 1-20), [illegible] shall, have access to and the right to examine any [illegible], documents, papers, and records of such [illegible], involving transactions related to the [illegible] agreement. The term "subordinate agreement" as used in this clause [illegible] (1) purchase orders not exceeding $2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

[illegible]

This grant may be terminated at any time, in whole or in part, by the [illegible] Officer upon written notice to the Grantee, whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith take appropriate action to minimize all expenditures and obligations financed by this Grant, and shall cancel such obligations whenever possible. Except as provided below, no reimbursement will be made to the Grantee for costs incurred after receipt of such notice.

[illegible] ninety (90) days after the effective date of such notice of termination, the Grantee shall submit his final claim for reimbursement of costs incurred and obligations which were in effect but could not be cancelled as of the effective date of such termination. Subject to the

Best Available Document

limitations contained in the grant, the A.I.D. Grant Officer shall determine the amount or amounts to be paid by A.I.D. to the Grantee for such claim.

ARTICLE XII - OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress or resident Commissioner shall be admitted to any share or part of the grant or to any benefit that may arise therefrom.

ARTICLE XIII - 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, A.I.D. 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.

ARTICLE XIV - 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, or mail as follows:

Best Available Document

To Grantee:

The Cooperative League of the U.S.A.
1828 L. Street, N.W.
Washington, D.C. 20036

To A.I.D.:

Gerald L. Gold
Grant Officer
Office of Contract Management
Agency for International Development
Washington, D.C. 20523

Best Available Copy

ATTACHMENT C

ESTIMATED BUDGET

1.	Salaries & Wages	$17,375
2.	Fringe Benefits	3,375
3.	Travel & Transportation	9,660
4.	Other Direct Costs	4,590
	TOTAL	$35,000

The Grantee may adjust individual line items as is reasonably necessary to accomplish the purposes of the grant.

Any consultant employed must have prior written approval of the Grant Officer.

Available Document