

Agency for International Development
Washington, D.C. 20523

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PD - ABF - 276

AUG 30 1991

Mr. F. Clifton White
International Foundation for Electoral Systems
1620 I Street, NW Suite 611
Washington, DC 20006

Subject: Cooperative Agreement No. PDC-0023-A-00-1089-00

Dear Mr. White:

Pursuant to the authority contained in the Foreign Assistance Act of 1961 and the Federal Grant and Cooperative Agreement Act of 1982, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby provides to International Foundation for Electoral Systems (hereinafter referred to as "IFES" or "Recipient") the sum set forth in Section 1C.2. of Attachment 1 of this Cooperative Agreement to provide financial support for the program described in Attachment 2 of this Cooperative Agreement entitled "Program Description."

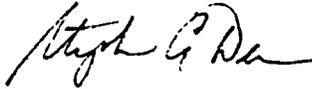
This Cooperative Agreement is effective as of the date of this letter and funds obligated hereunder shall be used to reimburse the Recipient for allowable program expenditures for the period set forth in Section 1B. of Attachment 1 of this Cooperative Agreement.

The total estimated amount of this Cooperative Agreement is the amount set forth in Section 1C.1. of Attachment 1, of which the amount set forth in Section 1C.2. is hereby obligated. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount. However, subject to Section 1C.4. of Attachment 1, additional funds may be obligated by A.I.D. until such time as the obligated amount may equal the total estimated amount of this Cooperative Agreement.

This Cooperative Agreement is made to the Recipient on the condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire Cooperative Agreement document and have been agreed to by your organization.

Please acknowledge receipt and acceptance of this Cooperative Agreement by signing all copies of this Cover Letter, retaining one copy for your files, and returning the remaining copies to the undersigned.

Sincerely yours,



Stephen A. Dean
Grant Officer
Office of Procurement

Attachments:

1. Schedule
2. Program Description
3. Standard Provision
4. Special Provision (entitled "Restrictions on Lobbying")
5. A.I.D. Eligibility Rules (total procurement value > \$250K)

ACKNOWLEDGED for International Foundation for Electoral Systems:

NAME: F. Clifton White
TYPED NAME: F. Clifton White
TITLE: Chairman of the Board
DATE: 9/6/91

FISCAL DATA

A. GENERAL

- A.1. Total Estimated A.I.D. Amount: \$3,850,000
- A.2. Total Obligated A.I.D. Amount: \$1,600,000
- A.3. N/A
- A.4. N/A
- A.5. Project No.: 930-0023
- A.6. A.I.D. Project Office: PPC/PDPR, T. Horel
- A.7. Funding Source: A.I.D./W
- A.8. Tax I.D. No.: 52-1527835
- A.9. DUNS No.: 175379569
- A.10. LOC No.: 72-00-1610

B. SPECIFIC

- B.1.(a) PID/T No.: 930-0023- 1306453
- B.1.(b) Appropriation: 72-1111021.6
- B.1.(c) Allotment: 146-30-099-00-20-01
- B.1.(d) BPC: FDSA-91-13010-KG11
- B.1.(e) Amount: \$300,000

- B.2.(a) PID/T No.: 499-0002-3-1672186
- B.2.(b) Appropriation: 72-1111021.5
- B.2.(c) Allotment: 145-67-499-00-69-01
- B.2.(d) BPC: PDEA-91-37499-KG12
- B.2.(e) Amount: \$200,000

- B.3.(a) PID/T No.: 930-0200-1306331
- B.3.(b) Appropriation: 72-1111021.6
- B.3.(c) Allotment: 146-30-099-00-20-01
- B.3.(d) BPC: FDSA-91-13004-KG11
- B.3.(e) Amount: \$73,337

- B.4.(a) PID/T No.: 930-0200-1305334
- B.4.(b) Appropriation: 72-1111021.5
- B.4.(c) Allotment: 145-30-099-00-20-01
- B.4.(d) BPC: FDEA-91-13004-KG11
- B.4.(e) Amount: \$26,663

- B.5.(a) PID/T No.: 698-0541-3-1611051
- B.5.(b) Appropriation: 72-1111021.5
- B.5.(c) Allotment: 145-61-698-00-69-11
- B.5.(d) BPC: GDEA-91-31698-KG12
- B.5.(e) Amount: \$500,000

- B.6.(a) PID/T No.: 698-0541-3-1611050
- B.6.(b) Appropriation: 72-111/21014
- B.6.(c) Allotment: 181-61-698-00-69-11
- B.6.(d) BPC: GSSI-91-31698-KG12
- B.6.(e) Amount: \$500,000

ATTACHMENT 1

SCHEDULE

1A. PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide financial support for the program described in Attachment 2 of this Cooperative Agreement entitled "Program Description."

1B. PERIOD OF COOPERATIVE AGREEMENT

1B.1. The effective date of this Cooperative Agreement is the date of the Cover Letter and the estimated completion date is August 14, 1976. Funds obligated hereunder shall be used to reimburse the Recipient for allowable program expenditures incurred by the Recipient in pursuit of program objectives at any time during the period beginning August 15, 1991 (see Section 1D.4. below) and ending on the estimated completion date.

1B.2. However, because this Cooperative Agreement is incrementally funded (see Section 1C.4. below), funds obligated hereunder are only anticipated to be sufficient for program expenditures through August 14, 1992.

1C. AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1C.1. The total estimated amount of this Cooperative Agreement for its full period, as set forth in Section 1B.1. above, is \$3,850,000.

1C.2. A.I.D. hereby obligates the amount of \$1,600,000 as partial funding of the total estimated amount set forth in Section 1C.1. above for program expenditures during the indicated period set forth in Section 1B. above. Notwithstanding said total estimated amount, A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount, except as specified in paragraph (f) of the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget" (see also Section 1C.4. below).

1C.3. Payment shall be made to the Recipient in accordance with procedures set forth in the Standard Provision of this Cooperative Agreement entitled "Payment - Letter of Credit," as shown in Attachment 3.

1C.4. As indicated in Section 1C.2. above, this Cooperative Agreement is partially funded. Until such time as the obligated amount (see Section 1C.2. above) shall equal the

total estimated amount (see Section 1C.1. above) of this Cooperative Agreement, additional increments of funds may be obligated by A.I.D. under this Cooperative Agreement (by a Cooperative Agreement modification), subject to availability of funds, possible evaluation of the program, program priorities at the time, and the requirements of the Standard Provisions of this Cooperative Agreement entitled "Revision of Grant Budget" and, if applicable (see Section 1K.2. for applicability) "Cost Sharing (Matching)," as set forth in Attachment 3.

1C.5 A.I.D. hereby reserves the right to provide additional program support in an amount not to exceed the amount set forth in Section 1C.1 above. Such additional program support must be within the context of the the program description contained in Attachment 2 hereto. Amendments for additional program support require a specific program description and a detailed budget. The program description and budget for the additional program support will be incorporated by an amendment to this agreement. Additional program support will have detailed budgets which will not be commingled with the funds set forth in the budget indentified as Attachment 1a, dated August 24, 1991.

1D. COOPERATIVE AGREEMENT BUDGET

1D.1. The following is the Budget for the total estimated amount of this Cooperative Agreement (see Section 1C.1. above) for its full period (see Section 1B. above). The Recipient may not exceed the total estimated amount or the obligated amount of this Cooperative Agreement, whichever is less (see Sections 1C.1. and 1C.2., respectively, above). Except as specified in the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget," as shown in Attachment 3, the Recipient may adjust line item amounts as may be reasonably necessary for the attainment of program objectives.

1D.2. Budget

The budget is set forth in Attachment 1a, dated August 24, 1991, hereto.

1D.3. Inclusion of any cost in the budget of this Cooperative Agreement does not obviate the requirement for prior approval by the Grant Officer of cost items designated as requiring prior approval by the applicable cost principles (see the Standard Provision of this Cooperative Agreement set forth in Attachment 3 entitled "Allowable Costs") and other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 1I. below.

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1D.4. Notwithstanding the effective date of this Cooperative Agreement as shown in Section 1B. above, and subject to the Standard Provision of this Cooperative Agreement entitled "Allowable Costs," costs incurred by the Recipient in pursuit of program objectives on or after the earliest date set forth in Section 1B. above shall be eligible for reimbursement hereunder. Such costs are included in the Cooperative Agreement Budget shown above.

1E. REPORTING

1E.1. Financial Reporting

1E.1.(a) Financial reporting requirements shall be in accordance with the Standard Provision of this Cooperative Agreement entitled "Payment - Letter of Credit," as shown in Attachment 3.

1E.1.(b) All financial reports shall be submitted to A.I.D., Office of Financial Management, PFM/FM/CMPD/DCB, Room 700 SA-2, Washington, D.C. 20523-0209. In addition, three copies of all financial reports shall be submitted to the A.I.D. Project Office specified in the Cover Letter of this Cooperative Agreement, concurrently with submission of the Quarterly Technical Reports (See Section 1E.2. below).

1E.1.(c) The frequency of financial reporting and the due dates of reports shall be as specified in the Standard Provision of this Cooperative Agreement referred to in Section 1E.1.(a) above.

1E.2. Program Performance Planning and Reporting

1E.2.(a) Project Implementation Plan

Not later than thirty (30) days from the effective date of this Cooperative Agreement (see Section 1B. above), the Recipient shall prepare and submit to the A.I.D. Project Officer specified in the Cover Letter of this Cooperative Agreement five (5) copies of a project implementation plan, with critical path indicators (as described in Appendix 9A of A.I.D. Handbook 3), for the full term of this Cooperative Agreement.

1E.2.(b) Annual Workplans

1E.2.(b)(1) The Recipient shall submit annual workplans for this Cooperative Agreement. Each annual workplan shall contain the following:

1E.2.(b)(1)(A) An action-oriented workplan describing planned activities during the next year, delineated by calendar quarter, and linked to the project goals and objectives, which

describes the individuals to be involved, the activities to be conducted, and where and when they will be conducted. Planned activities shall be grouped by subject category, and then related to project objectives;

1E.2.(b)(1)(B) A projected budget, utilizing the same budget line items as are set forth in the budget of this Cooperative Agreement, for each calendar quarter, corresponding to the workplan; and

1E.2.(b)(1)(C) Publications, reports, workshops, seminars, and other information dissemination activities planned, by calendar quarter.

1E.2.(b)(2) The Recipient may develop the annual workplans in consultation with the A.I.D. Project Officer for this Cooperative Agreement.

1E.2.(b)(3) Five (5) copies of each annual workplan will be submitted to the designated A.I.D. Project Officer for this Cooperative Agreement and one copy submitted to the Grant Officer. The first annual workplan covering the first year of this Cooperative Agreement shall be submitted by the Recipient not later than sixty (60) days from the effective date of this Cooperative Agreement (see Section 1B. above). Thereafter, the annual workplan for each successive year of this Cooperative Agreement shall be submitted by the Recipient not later than sixty (60) days prior to the beginning of each year.

1E.2.(c) Quarterly Reports

The Recipient shall submit five (5) copies of brief quarterly program performance reports, which coincide with the financial reporting periods described in Section 1E.1. above, to the A.I.D. Project Office specified in the Cover Letter of this Cooperative Agreement. In addition, two copies shall be submitted to A.I.D., PPC/CDIE/DI, Washington, DC 20523-1802. These reports shall be submitted within 30 days following the end of the reporting period, and shall briefly present the following information:

1E.2.(c)(1) A comparison of actual accomplishment with the goals established for the period, the findings of the investigator, or both. If the output of programs can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

1E.2.(c)(2) Reasons why established goals were not met, if applicable.

1E.2.(c)(3) Other pertinent information including the status of finances and expenditures and, when appropriate, analysis and explanation of cost overruns or high unit costs.

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1E.2.(d) Special Reports

Between the required program performance reporting dates, events may occur that have significant impact upon the program. In such instances, the Recipient shall inform the A.I.D. Project Officer as soon as the following types of conditions become known:

1E.2.(d)(1) Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any A.I.D. assistance needed to resolve the situation.

1E.2.(d)(2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.

1E.2.(d)(3) If any performance review conducted by the Recipient discloses the need for change in the budget estimates in accordance with the criteria established in the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget," the Recipient shall submit a request for budget revision to the Grant Officer and the A.I.D. Project Officer specified in the Cover Letter of this Cooperative Agreement.

1E.2.(e) Annual Activity Reports

Within thirty (30) days following the annual anniversary date of this Cooperative Agreement, the Recipient shall submit to the A.I.D. Project Office specified in the cover letter of this Cooperative Agreement five (5) copies of an annual technical progress report which will be a description of the past year's activities, including technical, scientific, managerial, and fiscal information. The report shall include, both for each field site or subcontractor/subrecipient individually and for project activities as a whole, a review of program and problems to date, and a discussion of technical and managerial issues significant to the success or failure of this Cooperative Agreement. The report will also address regulatory issues related to the project. Although principally a technical document, it nevertheless must include pertinent statistics or quantitative information regarding the project and its activities. The Annual Activity Report shall also include an annual expenditure report corresponding to each annual workplan (see Section 1E.2.[b] above). These expenditure reports will cover A.I.D. funds and, shall indicate the sources and amounts of funds and services contributed by non A.I.D. contributions.

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1E.2.(f) Trip Reports

Within 30 days following the completion of each international trip, the Recipient shall submit 3 copies of a trip report summarizing the accomplishments of the trip to the A.I.D. Project Officer specified in the cover letter of this Cooperative Agreement. If several individuals are travelling together to one site, a single report representing the group will suffice. The report shall include the purpose of the trip, technical observations, suggestions and recommendations, overall impressions of the site situation (if appropriate), and a list of persons visited with their title and organization affiliation.

1E.2.(g) Final Report

Within 90 days following the estimated completion date of this Cooperative Agreement (see Section 1B. above), the Recipient shall submit five (5) copies of a final report to the A.I.D. Project Office specified in the cover letter of this Cooperative Agreement. In addition, two copies shall be submitted to A.I.D., PPC/CDIE/DI, Washington, DC 20523-1802. It will cover the entire period of the Cooperative Agreement and include all information shown in Sections 1E.2.(b) through 1E.2.(f) above.

1F. SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

It is understood and agreed that A.I.D. will be substantially involved during performance of this Cooperative Agreement as follows:

1F.1. Annual Workplan - The A.I.D. Project Officer will be consulted during the development of the annual workplans and have the right of final approval of all areas of the workplan where A.I.D. funds are included.

1F.2. Workplan Revisions - The A.I.D. Project Officer will be consulted and have the right of approval for revisions of the annual workplan which involves the use of A.I.D. funds.

1F.3. Field Visits - Pursuant to the standard provision of this Cooperative Agreement entitled "Air Travel and Transportation," the A.I.D. Project Officer must provide advance approval of all international travel.

1F.4. Field Activities - The A.I.D. Project Officer will be involved in, and must approve, the selection of sites, methodologies and strategies to be used in field activities funded under this Cooperative Agreement.

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1F.5. Consultants - The A.I.D. Project Officer must approve, in advance, the selection of consultants retained by the Recipient.

1F.6. Director, Deputy Director, Program Manager - The A.I.D. Project Officer must approve, in advance, the selection of any individual that the Recipient proposes to make responsible for performance of each one of these positions.

1F.7. Subcontracts and Subagreements - The A.I.D. Project Officer must approve, in advance, the terms of reference or scope of work of all subcontracts and subagreements awarded by the Recipient. If required by Paragraphs (b)(5) or (b)(6) of the Standard Provision entitled "Revision of Grant Budget," or the Standard Provision entitled "A.I.D. Eligibility Rules for Goods and Services," the Grant Officer must approve subcontracts (see the Standard Provision entitled "Procurement of Goods and Services") and subagreements (see the Standard Provision entitled "Subagreements").

1G. PROCUREMENT AND (SUB)CONTRACTING

1G.1. Applicability

This Section 1G. applies to the procurement of goods and services by the Recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods and services (see the Standard Provisions of this Cooperative Agreement entitled "Procurement of Goods and Services" and "AID Eligibility Rules for Goods and Services"), and not to assistance provided by the Recipient (i.e., a [sub]grant or subagreement) to a subrecipient (see the Standard Provision of this Cooperative Agreement entitled "Subagreements").

1G.2. Requirements

In addition to other applicable provisions of this Cooperative Agreement, the Recipient shall comply with paragraph (b)(1) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services," concerning total procurement value of less than \$250,000 under this Cooperative Agreement. If, under the order of preference set forth in paragraph (b)(1)(i) of said Standard Provision, the Recipient procures goods or services from cooperating country sources, the Standard Provision of this Cooperative Agreement entitled "Local Cost Financing" shall also apply. However, paragraph (b)(1) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services" does not apply to: the restricted goods listed in paragraph (a)(3) of said Standard Provision and paragraph (e) of the Standard Provision entitled "Local Cost Financing," which must be specifically

approved by the Grant Officer in all cases, except to the extent that such approval may be provided in Section 11. below; or to paragraph (d) of said Standard Provision pertaining to air and ocean transportation, to which the Standard Provisions entitled "Air Travel and Transportation" and "Ocean Shipment of Goods" apply, respectively. Paragraph (b)(2) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services" does not apply.

16.3. Approvals

Inclusion of costs in the budget of this Cooperative Agreement for the purchase of nonexpendable equipment obviates neither the requirement of Section J.13. of OMB Circular A-21 (for educational institutions) or Section 13 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than educational institutions) for prior approval of such purchases by the Grant Officer, nor any other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 11. below.

16.4. Title to Property

Title to property acquired hereunder shall vest in the Recipient, subject to the requirements of the Standard Provision of this Cooperative Agreement entitled "Title To and Use of Property (Grantee Title)" regarding use, accountability, and disposition of such property, except to the extent that disposition of property may be specified in Section 11. below.

1H. INDIRECT COST RATES

1H.1. Pursuant to the Standard Provision of this Cooperative Agreement entitled "Negotiated Indirect Cost Rates - Provisional" and, if applicable (see Section 1K.2. below), "Negotiated Indirect Cost Rates - Predetermined," an indirect cost rate or rates shall be established for each of the Recipient's accounting periods which apply to this Cooperative Agreement. Payments on account of allowable indirect costs shall be made on the basis of final or predetermined indirect cost rates for each accounting period which applies to this Cooperative Agreement, but not in excess of the following ceiling rate(s) applied to the base(s) which is (are) set forth below. Any indirect costs above the ceiling rate(s) shall be absorbed by the Recipient and considered cost sharing.

<u>Type</u>	<u>Rate</u>	<u>Base</u>
General & Admin Exp	42.0%	1/

1/ Base of Application: _____

11. SPECIAL PROVISIONS

11.1. Limitations on Reimbursement of Costs of Compensation for Personal Services and Professional Service Costs

11.1.(a) Employee Salaries

Except as the Grant Officer may otherwise agree in writing, A.I.D. shall not be liable for reimbursing the Recipient for any costs allocable to the salary portion of direct compensation paid by the Recipient to its employees for personal services which exceed the highest salary level for a Foreign Service Officer, Class 1 (FS-1), as periodically amended.

11.1.(b) Consultant Fees

Compensation for consultants retained by the Recipient hereunder shall not exceed, without specific approval of the rate by the Grant Officer: either the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years; or the maximum rate of a Foreign Service Officer, Class 1 (FS-1) (as periodically amended), whichever is less. A daily rate is derived by dividing the annual compensation by 2,087 and multiplying the result by 8.

11.2. Publications

11.2.(a) The Recipient agrees to provide one copy of the manuscript of any proposed publication to the A.I.D. Project Officer not later than submission to the publisher, and to give serious consideration to any comments received from the A.I.D. Project Officer.

11.2.(b) In the case of publication of any of the reports described in Section 1E.2. of this Cooperative Agreement, A.I.D. reserves the right to disclaim endorsement of the opinions expressed. For other publications, A.I.D. reserves the right to dissociate itself from sponsorship or publication. In both cases, the Recipient will consult with the A.I.D. Project Officer as to the nature and extent of any A.I.D. disclaimer of endorsement or dissociation from sponsorship or publication.

11.2.(c) If A.I.D. does not choose to disclaim endorsement or dissociate itself from sponsorship or publication, the Recipient shall, in accordance with the Standard Provision of this Cooperative Agreement entitled "Publications," acknowledge A.I.D. support as follows:

"This publication was made possible through support provided by the Office of Policy Development and Program

Review, Bureau for Program and Policy Coordination, U.S. Agency for International Development, under Cooperative Agreement No. PDC- -A-00- -00."

11.2.(d) In addition to providing one copy of all published works and lists of other written work produced under this Cooperative Agreement to the A.I.D. Project Officer, as required by paragraph (b) of the Standard Provision of this Cooperative Agreement entitled "Publications," the Recipient shall also provide two copies of such publications and lists to A.I.D., PPC/CDIE/DI, Washington, D.C. 20523-1802.

11.3. Equipment Purchases

11.3.(a) Requirement for Prior Approval

Pursuant to Sections 1D.3. and 1G.3. above and the Standard Provisions of this Cooperative Agreement entitled "Allowable Costs" and "Revision of Grant Budget," and by extension, Section 13 of Attachment B of OMB Circular A-122, the Recipient must obtain A.I.D. Grant Officer approval for purchases of the following:

11.3.(a)(1) General Purpose Equipment, which is defined as an article of nonexpendable tangible personal property which is usable for other than research, medical, scientific or technical activities, whether or not special modifications are needed to make them suitable for a particular purpose (e.g., office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment), having a useful life of more than two years and an acquisition cost of \$500 or more per unit); and

11.3.(a)(2) Special Purpose Equipment, which is defined as an article of nonexpendable tangible personal property, which is used only for research, medical, scientific, or technical activities (e.g., microscopes, x-ray machines, surgical instruments, and spectrometers), and which has a useful life of more than two years and an acquisition cost of \$1,000 or more per unit).

11.3.(b) Approvals

In furtherance of the foregoing, the Grant Officer does hereby provide approval for the following purchases, which shall not be construed as authorization to exceed the total estimated amount or the obligated amount of this Cooperative Agreement, whichever is less (see Section 1C. above):

N/A

11.3.(c) Exception for Automation Equipment

Any approval for the purchase of automation equipment which may be provided in Section 11.4.(b) above or subsequently provided by the Grant Officer is not valid if the total cost of purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder will exceed \$100,000. The Recipient must, under such circumstances, obtain the approval of the Grant Officer for the total planned system of any automation equipment, software, or related services.

11.3.(d) Compliance with A.I.D. Eligibility Rules

Any approvals provided in Section 11.4.(b) above or subsequently provided by the Grant Officer shall not serve to waive the A.I.D. eligibility rules described in Section 16. of this Cooperative Agreement, unless specifically stated.

11.4. Restricted Goods

Pursuant to Section 16. above, paragraph (a)(3) of the Standard Provisions of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services," and, if applicable (see Section 1K. below for applicability), paragraph (e) of the Standard Provision of this Cooperative Agreement entitled "Local Cost Financing," the Grant Officer's approval is required for purchase of the restricted goods described therein. In furtherance thereof, the Grant Officer does hereby provide such approval to the extent set forth below. The Grant Officer's approval is required for purchases of such restricted goods if all of the conditions set forth below are not met by the Recipient. Any approval provided below or subsequently provided by the Grant Officer shall not serve to waive any terms and conditions of this Cooperative Agreement unless specifically stated.

11.4.(a) Agricultural Commodities

Agricultural commodities may be purchased provided that they are of U.S. source (generally, the country from which the commodities are shipped) and origin (generally, the country in which the commodities are mined, grown, or produced) and purchased from a U.S. supplier, except that wheat, rice, corn, soybeans, sorghums, flour, meal, beans, peas, tobacco, hides and skins, cotton, vegetable oils, and animal fats and oils cannot be purchased under any circumstances without the prior written approval of the Grant Officer.

11.4.(b) Motor Vehicles

Motor vehicles, if approved for purchase under Section 11.4.(b) above or subsequently approved by the Grant Officer, must be of U.S. manufacture and must be of at least 51% U.S. componentry. The origin of the motor vehicles, and the nationality of the supplier of the vehicles, must be in accordance with Section 16.2. above. Motor vehicles are defined as self-propelled vehicles with passenger carriage capacity, such as highway trucks, passenger cars and busses, motorcycles, scooters, motorized bicycles, and utility vehicles. Excluded from this definition are industrial vehicles for materials handling and earthmoving, such as lift trucks, tractors, graders, scrapers, and off-the-highway trucks.

11.4.(c) Pharmaceuticals

Pharmaceuticals may be purchased provided that all of the following conditions are met: (1) the pharmaceuticals must be safe and efficacious; (2) the pharmaceuticals must be of U.S. source and origin (see Section 16. above); (3) the pharmaceuticals must be of at least 51% U.S. componentry (see Section 16. above); (4) the pharmaceuticals must be purchased from a supplier whose nationality is in the U.S. (see Section 16. above); (5) the pharmaceuticals must be in compliance with U.S. Food and Drug Administration (FDA) (or other controlling U.S. authority) regulations governing United States interstate shipment of pharmaceuticals; (6) the manufacturer of the pharmaceuticals must not infringe on U.S. patents; and (7) the pharmaceuticals must be competitively procured in accordance with the procurement policies and procedures of the Recipient and the Standard Provision of this Cooperative Agreement entitled "Procurement of Goods and Services."

11.4.(d) Pesticides

Pesticides may only be purchased if the purchase and/or use of such pesticides is for research or limited field evaluation by or under the supervision of project personnel. Pesticides are defined as substances or mixtures of substances: intended for preventing, destroying, repelling, or mitigating any unwanted insects, rodents, nematodes, fungi, weeds, and other forms of plant or animal life or viruses, bacteria, or other micro-organisms (except viruses, bacteria, or other micro-organisms on or living in man or other living animals); or intended for use as a plant regulator, defoliant, or dessicant.

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11.4.(e) Rubber Compounding Chemicals and Plasticizers

Rubber compounding chemicals and plasticizers may only be purchased with the prior written approval of the Grant Officer.

11.4.(f) Used Equipment

Used equipment may only be purchased with the prior written approval of the Grant Officer.

11.4.(g) Fertilizer

Fertilizer may be purchased if it is either purchased in the U.S. and used in the U.S., or if it is purchased in the cooperating country with local currency for use in the cooperating country. Any fertilizer purchases which do not comply with these limitations must be approved in advance by the Grant Officer.

11.5. Limitation on Use of Funds

11.5.(a) The Recipient shall not utilize funds provided by A.I.D. for any testing or breeding feasibility study, variety improvement or introduction, consultancy, publication, conference or training in connection with the growth or production in countries other than the United States of an agricultural commodity for export which would compete with a similar commodity grown or produced in the United States.

11.5.(b) The reports described in Section 1E.2. shall contain a statement indicating the projects or activities to which United States funds have been attributed, together with a brief description of the activities adequate to show that United States funds have not been used for the purpose in Section 11.6.(a) above.

11.5.(c) The Recipient agrees to refund to A.I.D. upon request an amount equal to any United States funds used for the purposes prohibited by Section 11.6.(a) above.

11.5.(d) No funds provided by A.I.D. under this Cooperative Agreement shall be used to provide assistance, either directly or indirectly, to any country ineligible to receive assistance pursuant to the Foreign Assistance Act as amended, related appropriations acts, or other statutes and Executive Orders of the United States (also see the Standard Provision of this Cooperative Agreement entitled "Ineligible Countries").

1J. RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Cooperative Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 - Schedule
- Attachment 3 - Standard Provisions
- Attachment 4 - Special Provision entitled "Restrictions on Lobbying"
- Attachment 2 - Program Description

1K. STANDARD PROVISIONS

The Standard Provisions set forth as Attachment 3 of this Cooperative Agreement consist of the following Standard Provisions denoted by an "X" which are attached hereto and made a part of this Cooperative Agreement:

1K.1. Mandatory Standard Provisions For U.S., Nongovernmental Grantees

- (X) Allowable Costs (November 1985)
- (X) Accounting, Audit, and Records (September 1990)
- (X) Refunds (September 1990)
- (X) Revision of Grant Budget (November 1985)
- (X) Termination and Suspension (May 1986)
- (X) Disputes (November 1989)
- (X) Ineligible Countries (May 1986)
- (X) Debarment, Suspension, and Other Responsibility Matters (March 1989)
- (X) Nondiscrimination (May 1986)
- (X) U.S. Officials Not to Benefit (November 1985)
- (X) Nonliability (November 1985)
- (X) Amendment (November 1985)
- (X) Notices (November 1985)

1K.2. Additional Standard Provisions For U.S., Nongovernmental Grantees

- () Payment - Letter of Credit (November 1985)
- () Payment - Periodic Advance (January 1988)
- () Payment - Cost Reimbursement (November 1985)
- () Air Travel and Transportation (November 1985)
- () Ocean Shipment of Goods (May 1986)
- () Procurement of Goods and Services (November 1985)
- () AID Eligibility Rules for Goods and Services (November 1985)
- () Subagreements (November 1985)
- () Local Cost Financing (November 1986)
- () Patent Rights (November 1985)
- () Publications (November 1985)
- () Negotiated Indirect Cost Rates - Predetermined (May 1986)

- () Negotiated Indirect Cost Rates - Provisional (May 1986)
- () Regulations Governing Employees (November 1985)
- () Participant Training (May 1986)
- () Voluntary Population Planning (August 1986)
- () Protection of the Individual as a Research Subject (November 1985)
- () Care of Laboratory Animals (November 1985)
- () Government Furnished Excess Personal Property (November 1985)
- () Title To and Use of Property (Grantee Title) (November 1985)
- () Title To and Care of Property (U.S. Government Title) (November 1985)
- () Title To and Care of Property (Cooperating Country Title) (November 1985)
- () Cost Sharing (Matching) (November 1985)
- () Use of Pouch Facilities (November 1985)
- () Conversion of United States Dollars to Local Currency (November 1985)

1L. Closeout Procedures (OMB Circular A-110, Attachment K):

This clause prescribes uniform closeout procedures for A.I.D. grants and cooperative agreements with recipients.

1L.1. The following definitions shall apply for the purpose of this clause.

a. Closeout. The closeout of a grant or cooperative agreement is the process by which A.I.D. determines that all applicable administrative actions and all required work of the grant or cooperative agreement have been completed by the Recipient and A.I.D.

b. Date of completion. The date of completion is the date on which all work under grants and cooperative agreements is completed or the date on the award document, or any supplement or amendment thereto, on which A.I.D. sponsorship ends.

c. Disallowed Costs. Disallowed costs are those charges to a grant or cooperative agreement that A.I.D. or its representative determines to be unallowable, in accordance with the applicable Federal cost principles.

1L.2. A.I.D. closeout procedures include the following requirements:

a. Upon request, A.I.D. shall make prompt payments to a recipient for allowable reimbursable costs under the grant or cooperative agreement being closed out.

b. The recipient shall immediately refund any balance of unobligated (unencumbered) cash that A.I.D. has advanced or paid and that is not authorized to be retained by the recipient for use in other grants or cooperative agreements.

c. A.I.D. shall obtain from the recipient within 90 calendar days after the date of completion of the grant or cooperative agreement all financial, performance, and other reports required as the condition of the grant or cooperative agreement. A.I.D. may grant extensions when requested by the recipient.

d. When authorized by the grant or cooperative agreement, A.I.D. shall make a settlement for any upward or downward adjustments to A.I.D.'s share of costs after these reports are received.

e. The recipient shall account for any property acquired with A.I.D. funds, or received from the Government in accordance with the provisions of OMB Circular A-110, Attachment N, entitled "Property Management Standards."

f. In the event a final audit has not been performed prior to the closeout of the grant or cooperative agreement, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

PDC-0023-A-00-1089-0
 Attachment Ia
 AUGUST 24, 1991

2

INTERNATIONAL FOUNDATION FOR ELECTORAL SYSTEMS
 FIVE YEAR BUDGET
 For the Period 8/15/91 to 8/14/96

Period - Start ----->	8/15/91	8/15/92	8/15/93	8/15/94	8/15/95	TOTAL
End ----->	8/14/92	8/14/93	8/14/94	8/14/95	8/14/96	Item Amount
<u>Cost Element</u>						
Salaries	\$ 309,052	\$ 359,037	\$ 430,692	\$ 463,278	\$ 448,495	\$ 2,010,554
Fringe Benefits	\$ 58,412	\$ 70,428	\$ 85,113	\$ 92,778	\$ 90,237	\$ 396,968
General and Admin Expense	\$ 143,326	\$ 165,315	\$ 166,375	\$ 173,477	\$ 163,188	\$ 811,681
Resource Center	\$ 81,489	\$ 57,716	\$ 39,094	\$ 45,467	\$ 48,080	\$ 271,846
Consulting	\$ 33,208	\$ 30,626	\$ 25,932	\$ 0	\$ 0	\$ 89,766
Travel	\$ 13,284	\$ 12,250	\$ 10,373	\$ 0	\$ 0	\$ 35,907
Commodities	\$ 66,416	\$ 61,252	\$ 51,863	\$ 0	\$ 0	\$ 179,531
Other Direct Costs	\$ <u>19,813</u>	\$ <u>18,376</u>	\$ <u>15,558</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>53,747</u>
TOTAL	\$ 725,000	\$ 775,000	\$ 825,000	\$ 775,000	\$ 750,000	\$ 3,850,000

Additional program support up to a total of \$3,850,000 may be requested by A.I.D. for use . Additional program support requires that a distinct program description be provided and the Recipient must provide a detailed budget. The program description must be within the context of the program description contained in the basic agreement. Each amendment incorporating additional program support will have an individual budget for the specific program being supported.

Funds available for additional program support	\$3,850,000
Additional program utilized	\$ 0
Funds available	\$3,850,000

Attachment 2

Program Description

The Grantee's proposal entitled " A Grant Proposal to the Bureau for Policy and Program Coordination Agency for International Development," dated April 17, 1991, and any revisions or updates thereto, as of the date of this agreement, is attached hereto as the Program Description and is made a part hereof.

In the event of any inconsistency between the Recipient's proposal and the Program Description described below, the latter shall take precedence.

2.A Objective

The objective of the Cooperative Agreement between A.I.D. and the International Foundation for Electoral Systems (IFES) is to support IFES in providing technical electoral assistance and other related assistance to emerging democracies and other A.I.D. assisted countries.

2.B Goals

The goals associated with A.I.D. support to IFES shall encompass but not be limited to the following tasks consistent with the objective:

- 1) Coordinating the implementation of pre-election technical assessment teams: To utilize technical electoral experts and specialists to respond to requests for assistance and training. The experts shall prepare on-site diagnostic surveys of the election system and make detailed recommendations for assistance.
- 2) Providing on-site technical election assistance: To utilize information obtained from its pre-election technical assessment teams to implement needed technical electoral assistance. To provide assistance with the procurement of election equipment and commodities, design of election documentation, logistics planning, expedition of workflow, design of civic education materials designed to encourage male and female participation, poll worker training and logistical planning for international observers.
- 3) Training: To provide design, oversight and implementation of short-term in-country poll worker training programs. The design of the basic training program and the development of training materials to take place in cooperation with the electoral council of the country requesting assistance. To provide training materials targeted to both literate and illiterate poll workers as well as to male and female voters.

- 4) Election commodities and equipment: To provide technical assistance regarding election commodities and equipment. To identify local suppliers of election commodities and investigate local technology to meet the need for election commodities and equipment. Whenever selected items cannot be purchased in country, IFES may provide assistance to election tribunals in locating, selecting, procuring and transporting election commodities and equipment.
- 5) Civic Education: To assist civic education programs by: a) locating civic education specialists; b) furnish sample civic education materials; c) organize civic education training seminars to train male and female volunteer coordinators; d) develop a core curriculum for civic education training programs that can be adapted to each country; e) send civic education specialists to assist in the design of materials appropriate to the requesting country.
- 6) Election observation teams: To undertake election observation in selected countries over the next five years. To engage in a factual assessment of the election process in other countries and produce a detailed report on the election. To provide an assessment of each country's electoral process and ability to conduct free, fair and open elections.
- 7) Symposiums, conferences and election official exchanges: To build a network of election administrators, civic education activists, and election technicians involved in promoting and preserving democratic pluralism. To promote the exchange of electoral information, data and expertise through the implementation of symposiums, conferences and exchange visits of election administrators, civic education leaders, political party representatives and election scholars.
- 8) Expansion of the election resource center database and information: To expand the resources center and database.
- 9) Publications: IFES may continue to produce its quarterly newsletter which details activities including technical assistance projects, pre-election assessment missions, election calendar and election observer missions. IFES may engage in the collaboration and production of additional election related publications.
- 10) Electoral Assistance in Africa: At the request of selected African countries, IFES will carry out its program of electoral assistance, which may encompass assistance under section 1) through 9) above as appropriate, in Sub-Saharan African countries.

2.C Evaluation

Prior to third and subsequent year funding of the cooperative agreement, A.I.D. will arrange for an independent evaluation of the cooperative agreement. This evaluation will examine the performance of IFES in managing and implementing technical electoral assistance programs and projects. Funding of the Cooperative Agreement in year three and beyond is contingent on the outcome of the evaluation.

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SPECIAL PROVISION**RESTRICTIONS ON LOBBYING**

(a) Definitions. As used in this clause,

"Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 4508). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

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(C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

- (i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

- (i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(i) Professional and technical services by Jun Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuance, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees.

No reporting is requirements with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that covered Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that covered Federal action.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a covered Federal action shall file with that agency a certification that the person has not made, and will not make, any payment prohibited by paragraph (b) of this provision.

(2) Each person who requests or receives from an agency a covered Federal action shall file with that agency a disclosure form, disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this provision if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement. In accepting any covered Federal action resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(3) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would otherwise be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provision of Part 31 of the Federal Acquisition Regulation.

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FHT 7 Aug 91

AID 1350-1 (3-87) *PIO/T AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1. Cooperating Country Africa Regional	Page 1 of 7 Pages
	2. PIO/T No. 698-0541-3-1611050	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
	4. Project/Activity No. and Title Democracy and Human Rights Fund 698-0541	

DISTRIBUTION (Initials) Date Posted: <u>8/9/91</u> PNPZ/FM/A/PNT FUNDS RESERVED BY: [Signature]	5. Appropriation Symbol 72-111/21014		6. Budget Plan Code GSSI-91-31698-KG12 (181-61-698-00-69-11)		
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.) 9/30/94		
	9. Authorized Agent MS/OP		10. This PIO/T is in full conformance with PRO/AG No. N/A Date		
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input checked="" type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other			11b. Contract/Grant/Cooperative Agreement/ PASA/RSSA Reference Number (if this is an Amendment) N/A	
12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. B .)					
Maximum AID Financing Available	A Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
	B. U.S.-Owned Local Currency		\$500,000	--	\$500,000

13. Mission Reference

14A. Instructions to Authorized Agent
 MS/OP is requested to add \$500,000 in the planned Cooperative Agreement with the International Foundation for Electoral Systems (IFES) for technical electoral assistance to African countries over the next three years. The Cooperative Agreement with IFES has been requested by PPC/PDPR. The funds in this PIO/T should be used in accordance with the Program Description shown in Attachment A. This is in conjunction with PIO/T 698-0541-3-1611051 for a total Africa bureau contribution of \$1,000,000.

14B. Address of Voucher Paying Office
 M/FM/PAFD, Rm 700, SA-2, Dept. of State, Washington, DC 20523
 Voucher Approval: PPC/PDPR, Eric Sanson

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate. AFR/PD:WHammink [Signature]	Phone No. 79060	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs AFR/PD:PGuedet [Signature]	Date 8-1-91
	Date 7/5/91		
C. AFR/DP:AWilliams (Draft)	Date	D. Funds for the services requested are available AFR/DP:GCauvin [Signature] FM/A/PPNP:LBennett	Date 8-1-91
	Date 7/5/91		

16. For the Cooperating Country, the terms and conditions set forth herein are hereby agreed to
 Signature N/A Date _____
 Title _____

17. For the Agency for International Development
 Signature [Signature] Date 8-2-91
 Title AAA/AFR/DP, Margaret I. Bonner

*See HB 3, Sup. A, App C, Att B, for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action.

OFFICE OF FINANCIAL MANAGEMENT

EHT 17 Jan 91

UNITED STATES NATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES

1. Cooperating Country: WORLDWIDE
2. PIO/T No. (See 14a below)
3. Original or Amendment No.
4. Project/Activity No. and Title: 930-0200 WOMEN IN DEVELOPMENT

Page 1 of 1 Page

DISTRIBUTION

OFFICE OF FINANCIAL MANAGEMENT
Date Posted: 6/17/91
Initials: PFM/FM/A/PNP
FUNDS RESERVED BY: [Signature]

5. Appropriation Symbol (See 14a below)
6. Amendment Symbol and Charge (See 14a below)
7. Obligation Status: Administrative Reservation, Implementing Document
8. Authorized Agent: A.I.D./W
9. Project Assurance Completion Date (Mo., Day, Yr.): 12/31/96
10. This PIO/T is in full conformance with PRO/AG
11a. Type of Action and Governing AID Handbook: AID Contract, PASA/RSEA, AID Grant, Other
11b. Contract/Grant/PASA/RSEA Reference Number (If this is an Amendment): Coop. Agreement

Table with 4 columns: (1) Previous Total, (2) Increase, (3) Decrease, (4) Total to Date. Rows for Maximum AID Financing (A. Dollars, B. U.S.-Owned Local Currency).

14a. Instructions to Authorized Agent
In conjunction with PIO/T No. 1306453 (Project No. 930-0023), OP/W is requested to prepare an amendment for incremental funding to the cooperative agreement with the International Foundation for Electoral Systems (IFES) to reflect PPC/WID's buy-in. Funds in this PIO/T will be matched with \$67,000 allocated in PIO/T No. 1306453 for this activity.

Table with 4 columns: Approp.No., Oblig.No., Allot. No., Amount. Rows for 72-1111021.6 and 72-1111021.5.

14b. Address of Voucher Paying Office
PFM/FM/CMPD
Rm. 703, SA-2

5. Clearance—Include typed name, office symbol, telephone number and date for all clearances.
The project officer certifies that the specifications in the statement of work are technically accurate.
PPC/PDPR, Travis Horel
PPC/WID, Chloe O'Garra
B. The statement of work lies within the purview of the initiating and approved agency program.
AA/PPC, Thomas O'Keefe
D. Funds for the services requested are available.
Clearance: DAA/PFC:LWBond
Date 6/11

1. For the cooperating country: The terms and conditions set forth herein are hereby agreed to.
17. For the Agency for International Development.
Signature: Reginald J. Brown
Date: 6/13/91
Title: AA/PPC, Reginald J. Brown

AID 1350-1 (3-87) *PIO/T	AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1. Cooperating Country APRE Regional	Page 1 of 1 Pages
		2. PIO/T No. 499-0002-3-1672186	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title 499-0002 Asia Democracy Program	
		(Electoral Support for Democratic Transitions)	

DISTRIBUTION Initials: <u> </u> Date Posted: <u>8/1/91</u> PFM/FM/A/PNP FUNDS RESERVED BY: <u> </u> OFFICE OF FINANCIAL MANAGEMENT	5. Appropriation Symbol 72-1111021.5	6. Budget Plan Code PDEA-91-37499-KG-12 (145-67-499-00-69-1)
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) 12/31/96
	9. Authorized Agent AID/W	10. This PIO/T is in full conformance with PRO/AG No. _____ Date _____
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input checked="" type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other	11b. Contract/Grant/Cooperative Agreement/PASA/RSSA Reference Number (if this is an Amendment)

12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. _____)					
Maximum AID Financing Available	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
			\$200,000		\$200,000
	B. U.S.-Owned Local Currency				

13. Mission References

14A. Instructions to Authorized Agent
 The contracts office is requested to supplement PPC's cooperative agreement with the International Foundation for Electoral Systems (IFES) by the above amount. Such supplemental assistance to IFES' core support will provide electoral assistance to the Asia region.

14B. Address of Voucher Paying Office
**FM/CPMD/DCB
 Room 700 SA-2
 Washington, D.C. 20523-0209**

15. Clearances - include typed name, office symbol, telephone number and date for all clearances.

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate.	Phone No. 3-2342	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.	Date
APRE/DR/TR:RWhitaker <i>RW</i>	Date 7/29/91	APRE/FPM:KSimpson <i>KS</i>	8/1/91
C. APRE/DR/PPDR:DRobertson <i>DR</i>	Date 7/29/91	D. Funds for the services requested are available	Date
E. PPC/PDPR/SP:THorel <i>TH</i>	Date 7/29/91	M/FM/PAFD:RAnderson	

16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to
 Signature _____ Date _____
 Title _____

17. For the Agency for International Development
 Signature *[Signature]* Date **8/1/91**
 Title **APRE/DR Acting Director, TNicastro**

*See HB 3, Sup. A, App. C, Att. B, for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action.

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EHT 17 May 91
Jim

AID 1350-1 (3-87) *PIO/T AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1. Cooperating Country Worldwide	Page 1 of 3 Pages
	2. PIO/T No. 930-0023 1306453	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
	4. Project/Activity No. and Title 930-0023 International Foundation for Electoral Systems (IFES)	

DISTRIBUTION FUNDS RESERVED BY: JAF 5/16/91 PFM/EM/A/PNP	5. Appropriation Symbol 72-1111021.6	6. Budget Plan Code FDSA-91-13010-KG-11(146-30-099-00-20-01)
	7. Obligation Status <input type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) 12-31-96
	9. Authorized Agent AID/W	10. This PIO/T is in full conformance with PRO/AG No. _____ Date _____
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input checked="" type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other	11b. Contract/Grant/Cooperative Agreement/ PASA/RSSA Reference Number (if this is an Amendment)
	12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. _____)	

Maximum AID Financing Available	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
				\$300,000	
	B. U.S.-Owned Local Currency				

13. Mission References

14A. Instructions to Authorized Agent
 Please negotiate a 5 year Cooperative Agreement with the International Foundation for Electoral Systems (IFES) for a core function of \$3.85 million with a provision to include an additional \$3.85 million in add-on capability for A.I.D. geographic bureaus. The Program Description is shown in Attachment A.
 AID/AFR is submitting a separate PIO/T totalling \$1,000,000 for FY 1991 towards the IFES core function.

14B. Address of Voucher Paying Office
FM/A/PNP, Room 700 SA-2

15. Clearances - Include typed name, office symbol, telephone number and date for all clearances.

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate.	Phone No. 7-8149	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.	Date 5/15
PPC/PDPR/SP: THorel JAF	Date 5/13	SA/PPC: TO'keefe	
AFR/PD: BHamink JAF	Date 5/13	D. Funds for the services requested are available	Date 5/13/91
PPC/WID: COgara JAF	Date 5/13/91	PPC/PDPR/SI: AToure-Sy	
DAAA/PPC/PDPR: JChampagne	Date 5/14/91		
E. AAA/PPC/PDPR: RWReilly			

16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to

Signature _____ Date _____

17. For the Agency for International Development

Signature **Reginald J. Brown** Date **5/15/91**

Title **AA/PPC, Reginald J. Brown**

*See HB 3, Sup. A, App. C, Att B, for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action.

PIR 0023-A-91-1089-00

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