

PD-ABI-278 499-0009

2009



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

SEP 29 1982

Dr. Lorna Youngs
Assistant Director
Oregon Department of Agriculture
635 Capitol Street NE
Salem OR 97310-0110

Subject: Grant No. AEP-0009-G-00-2065-00

Dear Dr. Youngs:

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 "AID" or "Grantor") hereby provides to the Oregon Department of Agriculture (hereinafter referred to "Grantee") the sum of \$335,000. This funding is provided as support for the Grantee's proposal for expansion of the Grantee's existing computerized international food laws and regulations database to include Singapore, Thailand, and Indonesia as more fully described in Attachment 2, "Program Description".

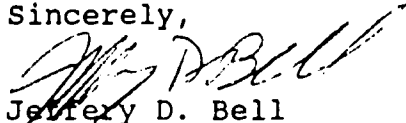
This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending 36 months after the effective date of this grant. Funds disbursed by A.I.D. but uncommitted by the Grantee at the expiration of this period shall be refunded to A.I.D.

The total estimated amount of the program is \$335,000, of which \$335,000 is hereby obligated. AID shall not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

This Grant is made with the Oregon Department of Agriculture on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled "Schedule", Attachment 2, entitled "Program Description," and Attachment 3 entitled "Standard Provisions", which have been agreed to by your organization.

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

Sincerely,



Jeffrey D. Bell
Grant Officer
B Division-AEP Branch
Office of Procurement

Attachments:

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

Acknowledged

Oregon Department of Agriculture:

BY Lorna Young

Name/Title Lorna Young / Assistant Director

Date Oct 5, 1992

FISCAL DATA

A. GENERAL

A.1. Total Estimated A.I.D. Amount: \$335,000
A.2. Total Obligated A.I.D. Amount: \$335,000
A.3. Cost-Sharing Amount (Non-Federal): \$ -0-
A.4. Other Contributions (Federal): \$ -0-
A.5. Project No.: 499-0009
A.6. A.I.D. Project Office: ASIA/DR/TR, Roger Bloom
A.7. Funding Source: A.I.D./W
A.8. Tax I.D. No.: 93-6001759
A.9. CEC No.: 15-767-045G
A.10. LOC No.: N/A

B. SPECIFIC

B.1.(a) PIO/T No.: 499-0009-3-2672551
B.1.(b) Appropriation: 72-112/31021.3
B.1.(c) BPC: HDN2-92-37499-KG12
B.1.(d) Amount: \$335,000

SCHEDULE

1A. PURPOSE OF GRANT

The purpose of the Grant is to provide support for the addition of three countries (Singapore, Thailand, and Indonesia) to the Grantee's existing computerized data base for international food laws and regulations, as more specifically described in Attachment 2 (the Program Description) of this Grant.

1B. PERIOD OF GRANT

The effective date of this Grant is the date of the Cover Letter and the expiration date is thirty-six (36) months thereafter.

Funds obligated hereunder are authorized for program expenditures beginning the date of execution of the Cover Letter and ending thirty-six (36) months thereafter.

1C. AMOUNT OF GRANT AND PAYMENT

1C.1. The total estimated amount of this Grant for the period shown in B.1 above is \$335,000.

1C.2. AID hereby obligates the amount of \$335,000 for program expenditures during the period set forth in B.2 above and as shown in the Grant Budget below.

1C.3. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3 - Additional Standard Provision Number 2, entitled "Payment-Periodic Advance".

1D. GRANT BUDGET

1D.1. The following is the Budget for this Grant. The Grantee may not exceed the total obligated amount. Except as specified in the Mandatory Standard Provision of this Grant entitled "Revision of Grant Budget", as shown in Attachment 3, and in paragraph 2 below, the Grantee may adjust the line item amounts within the Grant total as may be reasonably necessary for the attainment of program objectives.

1D.2. Budget

<u>Cost Element</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Personnel	\$ 50,687	\$ 53,273	\$ 55,810
Supplies	6,611	6,949	7,280
Travel	13,000	13,000	13,000
Translations	3,000	17,500	17,500
Training	10,000	10,000	10,000
Computer	<u>10,081</u>		
SUBTOTAL	\$ 93,379	\$100,722	\$103,590
Indirect Costs	<u>10,748</u>	<u>13,094</u>	<u>13,467</u>
TOTAL	\$104,127	\$113,816	\$117,057

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

1E. REPORTING

1E.1. Annual Work Plans:

1E.1.(a) Within two months following the effective date of this Grant, the Grantee will submit five (5) copies of a detailed work plan for the period ending September 30, 1993 and annually thereafter. The annual work plans will include:

- o progress or accomplishments made during the preceding period (does not pertain to the initial submittal) including findings and recommendations;
- o an outline of the work to be performed during the next 12 months including any proposed changes to the grant budget for the period; and
- o a description of any major problems and, if required, recommendations for action.

1E.1.(b) Deliver all five (5) copies to:

Agency for International Development
ASIA/DR/TR
(ATTN: Roger Bloom)
Room 3214, New State
Washington DC 20523-0021

1E.2. Trip reports:

1E.2.(a) Within 30 days following the completion of any international trip, the Grantee shall submit five (5) copies of a trip report. 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.(b) Deliver all five (5) copies to:

Agency for International Development
ASIA/DR/TR
(ATTN: Roger Bloom)
Room 3214, New State
Washington DC 20523-0021

1E.3. Financial Reporting:

1E.3.(a) Financial reporting requirements shall be in accordance with the Standard Provision of this Grant entitled "Payment - _____", as shown in Attachment 3. If a Standard Form 269 is required by the aforesaid Standard Provision, the "Long Form" of said form shall be used.

1E.3.(b) The frequency of financial reporting and the due dates of reports shall be as specified in the Standard Provision for this Grant referred to in paragraph 4A above.

1E.3(d) Deliver copies as determined in the Standard Provision to:

(1) A.I.D
Office of Financial Management
FA/FM/CMPD/DCB
Room 700, SA-2
Washington, DC 20523-0209

and deliver one (1) copy to:

(2) Agency for International Development
ASIA/DR/TR
(ATTN: Roger Bloom)
Room 3214, New State
Washington DC 20523-0021

1E.4. Special Reports:

1E.4.1. Between the required program performance reporting dates, events may occur that have significant impact upon the program. In such instances, the Grantee shall inform the A.I.D. Project Officer as soon as the following types of conditions are known:

1E.4.1.(a) 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.4.1.(b) 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.4.1.(c) If any performance review conducted by the Grantee discloses the need for change in the budget estimates in accordance with the criteria established in the Standard Provision of this Grant entitled "Revision of Grant Budget," the Grantee 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 Grant.

1E.5. Bi-Annual Activity Reports:

Within seven (7) months from the effective date of this Grant and every six months thereafter, the Grantee shall submit to the A.I.D. Project Office specified in the cover letter of this Grant 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 Grant. 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. An Impact Analysis Report will be appended to this report, which will be considered an instrument for Technology Transfer. The Impact Analysis Report will summarize and provide a feedback system for measurement and evaluation of the impact of the Grantee's activities in the public and private sector. The impact analysis will generally be qualitative in nature, and quantified only as appropriate. 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. and, if applicable, cost-sharing amounts by budget line item (see Section 1D.2. above) and by estimated distribution amongst project components, e.g., research, training, technical assistance, technology transfer, information dissemination, or networking.

1E.6. Technical and Research Reports and Publications:

The Grantee shall summarize technical and research activities of the project in reports, and distribute such reports to the appropriate USAID Missions, LDCs, and host country and international institutions in order to encourage use of the technology developed. Such reports will be completed within 60 days after completion of the activity. Journal articles and other publications are encouraged. See also Section 1I. of this Grant pertaining to publications.

1E.7. Care of Laboratory Animals:

If the Standard Provision entitled "Care of Laboratory Animals" applies to this Grant (see Section 1K. for applicability), the Grantee shall include the certificate required by paragraph (c) of said Standard Provision in all of its reports which pertain to the use of laboratory animals.

1E.8. Research Involving Recombinant DNA:

If any research involving recombinant DNA is being funded hereunder, the Grantee shall comply with the reporting requirements set forth in Section 1I.2.(d) of this Grant.

1E.9. Final Report:

1E.9.1. Within 90 days of completion of Grant activities, fifteen (15) copies of a final report will be submitted to AID which addresses Grant activities, successes and failures and an overall analysis of the Grant's effect in achieving desired goals.

1E.9.1.(a) Deliver fourteen (14) copies to:

- (1) Agency for International Development
ASIA/DR/TR
(ATTN: Roger Bloom)
Room 3214, New State
Washington DC 20523-0021

and one (1) copy to:

- (2) Agency for International Development
Office of Procurement
Division B, AEP Branch
RE: Grant No.: AEP-0009-G-00-2065-00
Washington, DC 20523-1429

1F. TITLE TO PROPERTY

Title to property acquired hereunder shall vest in the Grantee, subject to the requirements of the Standard Provision of this Grant 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 1I. below.

1G. PROCUREMENT AND (SUB) CONTRACTING

1G.1. Applicability

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

1G.2. Requirements

In addition to other applicable provisions of this Grant, the Grantee shall comply with paragraph (b)(1) of the Standard Provision of this Grant entitled "AID Eligibility Rules for Goods and Services," concerning total procurement value of less than \$250,000 under this Grant. If, under the order of preference set forth in paragraph (b)(1)(i) of said Standard Provision, the Grantee procures goods or services from cooperating country sources, the Standard Provision of this Grant 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 1I. 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.

1G.3. Approvals

Inclusion of costs in the budget of this Grant 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 Grant, unless specifically stated in Section 1I. below.

1G.4. Title to Property

See Section 1F. above.

1G.2. (a) (2) Eligibility of Commodity-Related Services

1G.2. (a) (2) (A) Ocean Transportation

The eligibility of ocean transportation services is determined by the flag registry of the vessel. Notwithstanding the Standard Provision of this Grant entitled "Ocean Shipment of Goods," ocean shipping financed hereunder shall, except as the Grant Officer may otherwise agree in writing, be financed only on flag vessels of the United States (A.I.D. Geographic Code 000). If the Grant Officer approves the use of non-U.S. flag vessels, the Standard Provision of this Grant entitled "Ocean Shipment of Goods" will apply. Notwithstanding any of the foregoing, commodities shipped by a transportation medium owned, operated, or under the control of any country not included in A.I.D. Geographic Code 935 (see Section 1G.2.[a][4][B] below) are ineligible for A.I.D. financing hereunder, regardless of whether such transportation costs are financed hereunder. Moreover, commodities are ineligible for A.I.D. financing hereunder if shipped on a vessel which A.I.D. has designated as ineligible, regardless of whether such transportation costs are financed hereunder. Commodities are also ineligible for A.I.D. financing hereunder if shipped under an ocean charter that has not received prior approval of the Grant Officer, regardless of whether such transportation costs are financed hereunder.

1G.2. (a) (2) (B) Dead Freight

Transportation costs attributable to dead freight are not eligible for A.I.D. financing.

1G.2. (a) (2) (C) Despatch and Demurrage

If the Grantee finances the delivery costs beyond the port of loading, the Grantee must refund to A.I.D. all despatch earned at the port of unloading. Demurrage costs are ineligible for A.I.D. financing.

1G.2. (a) (2) (D) Air Transportation

The eligibility of air travel and transportation services is determined by the flag registry of the aircraft. The Standard Provision of this Grant entitled "Air Travel and Transportation" applies. Commodities are ineligible for A.I.D. financing hereunder if shipped under an air charter that has not received prior approval of the Grant Officer, regardless of whether such transportation costs are financed hereunder.

1G.2. (a) (2) (E) Marine Insurance

The Authorized Geographic Code for marine insurance is the same as is set forth in Section 1G.2.(a)(3)(B) below. Paragraph (c) of the Standard Provision of this Grant entitled "AID Eligibility Rules for Goods and Services" applies. If the Cooperating Country is authorized for the placement of marine insurance but discriminates against any marine insurance company authorized to do business in any state of the United States, failure to insure all A.I.D.-financed commodities with U.S. insurance companies shall render the commodities ineligible for A.I.D. financing hereunder.

1G.2. (a) (2) (F) Other Delivery Services

No special eligibility requirements pertain to other delivery services (such as export packing, loading, commodity inspection services, and services of a freight forwarder) except that citizens or firms of any country not included in Geographic Code 935 (see Section 1G.2.[a][4][B] below) are ineligible as suppliers of delivery services, and non-U.S. citizens lawfully admitted for permanent residence in the U.S. are eligible regardless of their citizenship.

1G.2. (a) (2) (G) Incidental Services

Incidental services are defined as installation or erection of A.I.D.-financed equipment or the training of personnel in the maintenance, operation, and use of such equipment. No special eligibility requirements pertain to incidental services except that citizens or firms of any country not included in Geographic Code 935 (see Section 1G.2.[a][4][B] below) are ineligible as suppliers of incidental services, and non-U.S. citizens lawfully admitted for permanent residence in the U.S. are eligible regardless of their citizenship.

1G.2. (a) (2) (H) Local Cost Financing

If, pursuant to this Section 1G.2.(a)(2), the cooperating country is authorized for commodity-related services, the Standard Provision of this Grant entitled "Local Cost Financing" will apply. Pursuant to said Standard Provision, services provided by

//

local suppliers are eligible for local cost financing in quantities up to the total estimate' cost of this Grant, subject to the restrictions stated in said Standard Provision, and Chapter 18 of Supplement B to A.I.D. Handbook 1, which, as may from time to time be amended, is incorporated herein as a part of this Grant by reference.

1G.2. (a) (3) Nationality of Supplier

1G.2. (a) (3) (A) Suppliers of Goods and Commodities

Except as specified in Section 1G.2.(a)(3)(C) below, the suppliers of goods and commodities shall have their nationality in 000, except as the Grant Officer may otherwise agree in writing.

1G.2. (a) (3) (B) Suppliers of Services (Other Than Commodity-Related Services)

Except as specified in Section 1G.2.(a)(3)(C) below, the suppliers of services (other than commodity-related services, as described in Section 1G.2.[a][2] above) shall have their nationality in 000, except as the Grant Officer may otherwise agree in writing.

1G.2. (a) (3) (C) Government Owned Organizations

Notwithstanding the foregoing, a Government Owned Organization, i.e., a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible as suppliers of goods and commodities, commodity-related services, or services (other than commodity-related services), except as the Grant Officer may otherwise agree in writing.

1G.2. (a) (3) (D) Local Cost Financing

If, pursuant to this Section 1G.2.(a)(3), the cooperating country is authorized for supplier nationality purposes, the Standard Provision of this Grant entitled "Local Cost Financing" will apply. Pursuant to said Standard Provision, local suppliers are eligible for local cost financing of indigenous goods, imported shelf items, and services in quantities up to the total estimated cost of this Grant, subject to the restrictions stated in said Standard Provision, and Chapter 18 of Supplement B to A.I.D. Handbook 1, which, as may from time to time be amended, is incorporated herein as a part of this Grant by reference.

1G.2. (a) (4) Definitions

1G.2. (a) (4) (A) Source, Origin, Componentry, and Nationality of Supplier

Source, origin, componentry requirements, and supplier nationality are defined in Chapter 5 of A.I.D. Handbook 1, Supplement B, which, as may be amended from time to time, is incorporated herein as a part of this Grant by reference (see also Attachment 5 of this Grant which reflects the substance of Chapter 5 of A.I.D. Handbook 1, Supplement B as of the effective date of this Grant).

1G.2. (a) (4) (B) A.I.D. Geographic Codes

A.I.D. Geographic Codes are defined in Appendix D of A.I.D. Handbook 18, which, as may be amended from time to time, is incorporated herein as a part of this Grant by reference (see also Attachment 5 of this Grant which reflects the substance of Appendix D of A.I.D. Handbook 18 as of the effective date of this Grant).

1G.3. Approvals

Inclusion of costs in the budget of this Grant 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 Grant, unless specifically stated in Section 1I. below.

1H. INDIRECT COST RATES

1H.1. Pursuant to the Standard Provisions of this Grant entitled "Negotiated Indirect Cost Rates - Predetermined" and "Negotiated Indirect Cost Rates - Provisional," a predetermined indirect cost rate or rates shall be established for each of the Grantee's accounting periods which apply to this Grant. Payments on account of allowable indirect costs shall be made on the basis of such predetermined rates. The rate(s) for the initial period and the base(s) to which it is (they are) applied is (are) as follows:

<u>Type</u>	<u>Rate</u>	<u>Base</u>	<u>Period</u>
All locations	11.51%	<u>1/</u>	07/01/91 - 06/30/93

1/ Base of Application: Total direct costs less mass transit taxes, capital expenditures and other extraordinary or distorting expenditures, e.g. major sub-contractors.

1H.2. Rates for subsequent periods shall be established in accordance with the Standard Provision of this Grant entitled "Negotiated Indirect Cost Rates - Predetermined."

1I. SPECIAL PROVISIONS

1I.1. Limitations on Reimbursement of Costs of Compensation for Personal Services and Professional Service Costs

1I.1.(a) Employee Salaries

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

1I.1.(b) Consultant Fees

Compensation for consultants retained by the Grantee 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.

1I.2. Compliance With Federal Guidelines and Regulatory Procedures Pertaining to Recombinant DNA

1I.2.(a) The Grantee shall implement any research activities under this Grant which involve recombinant DNA in accordance with:

1I.2.(a)(1) The National Institutes of Health Guidelines for Research Involving Recombinant DNA Molecules;

1I.2.(a)(2) Procedures issued by the U.S. Department of Agriculture (USDA), the Environmental Protection Agency (EPA), or other appropriate Federal agency;

1I.2.(a)(3) A.I.D.'s environmental procedures; and

1I.2.(a)(4) Such other Federal guidelines and procedures as may apply during the course of research.

1I.2.(b) The Grantee cannot commence testing in any foreign location until written approval for such testing is obtained from the A.I.D. Project Officer and the government of the country where testing is planned. Testing shall be conducted in accordance with all applicable regulations of that country.

1I.2.(c) In addition, and prior to commencement of any such testing, the Grantee shall make a judgement and communicate same to the A.I.D. Project Officer as to whether the regulations, procedures, or facilities of the country in question are adequate to ensure testing in an environmentally sound manner. In the event such judgement is that they are not, the Grantee and the A.I.D. Project Officer will consult and agree on the conditions to be applied to the testing which will have such environmental effect.

1I.2.(d) Reports submitted to A.I.D. under this Grant will address regulatory issues as noted above related to the activity.

1I.3. Publications

1I.3.(a) The Grantee 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.

1I.3.(b) In the case of publication of any of the reports described in Section 1E.2. of this Grant, 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 Grantee 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.

1I.3.(c) If A.I.D. does not choose to disclaim endorsement or dissociate itself from sponsorship or publication, the Grantee shall, in accordance with the Standard Provision of this Grant entitled "Publications," acknowledge A.I.D. support as follows:

"This publication was made possible through support provided by the Office of development, Bureau for Asia, U.S. Agency for International Development, under Grant No. AEP-0009-G-00-2065-00."

1I.3.(d) In addition to providing one copy of all published works and lists of other written work produced under this Grant to the A.I.D. Project Officer, as required by paragraph (b) of the Standard Provision of this Grant entitled "Publications," the Grantee shall also provide two copies of such publications and lists to A.I.D., POL/CDIE/DI, Washington, D.C. 20523-1802.

1I.4. Equipment Purchases

1I.4.(a) Requirement for Prior Approval

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

1I.4.(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

1I.4.(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).

1I.4.(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 Grant, whichever is less (see Section 1C. above):

N/A

1I.4.(c) Exception for Automation Equipment

Any approval for the purchase of automation equipment which may be provided in Section 1I.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 Grantee must, under such circumstances, obtain the approval of the Grant Officer for the total planned system of any automation equipment, software, or related services.

1I.4.(d) Compliance with A.I.D. Eligibility Rules

Any approvals provided in Section 1I.4.(b) above or subsequently provided by the Grant Officer shall not serve to waive the A.I.D. eligibility rules described in Section 1G. of this Grant, unless specifically stated.

1I.5. Restricted Goods

Pursuant to Section 1G. above, paragraph (a)(3) of the Standard Provisions of this Grant 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 Grant 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 Grantee. Any approval provided below or subsequently provided by the Grant Officer shall not serve to waive any terms and conditions of this Grant unless specifically stated.

1I.5.(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.

1I.5.(b) Motor Vehicles

Motor vehicles, if approved for purchase under Section 1I.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 source of the motor vehicles, and the nationality of the supplier of the vehicles, must be in accordance with Section 1G.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.

1I.5.(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 1G. above); (3) the pharmaceuticals must be of at least 51% U.S. componentry (see Section 1G. above); (4) the pharmaceuticals must be purchased from a supplier whose nationality is in the U.S. (see Section 1G. 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 Grantee and the Standard Provision of this Grant entitled "Procurement of Goods and Services."

1I.5.(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.

1I.5.(e) Rubber Compounding Chemicals and Plasticizers

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

1I.5.(f) Used Equipment

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

1I.5.(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.

1I.6. Limitation on Use of Funds

1I.6.(a) The Grantee 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.

1I.6.(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 1I.6.(a) above.

1I.6.(c) The Grantee agrees to refund to A.I.D. upon request an amount equal to any United States funds used for the purposes prohibited by Section 1I.6.(a) above.

1I.6.(d) No funds provided by A.I.D. under this Grant 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 Grant entitled "Ineligible Countries").

1I.7. Defense Base Act (DBA) and/or Medical Evacuation Insurance

Pursuant to Section J.16. of OMB Circular A-21 (for educational institutions) or Section 18 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than educational institutions), the Grantee is authorized to purchase DBA and/or medical evacuation insurance under this Grant. If DBA insurance is purchased, it shall be purchased from the insurance company or agent with which A.I.D. has a contract to provide DBA insurance for A.I.D. contracts. The Grant Officer will provide the name, address, and telephone number of such insurance company or agent upon request.

1I.9. Care of Laboratory Animals Outside the U.S.

It is understood and agreed that the Grantee shall comply with the Standard Provision of this Grant entitled "Care of Laboratory Animals" for activities outside the U.S. to the maximum practical extent. To the extent that the Grantee is unable to comply with said Standard Provision for activities outside the U.S., it is understood and agreed that the Grantee shall comply with the following principles for the utilization, care, and transportation of vertebrate animals used in testing, research, and training:

1I.9.(a) The transportation, care, and use of animals should be in accordance with the Animal Welfare Act (7 U.S.C. 2131 et seq.) and other applicable Federal laws, guidelines, and policies (for guidance throughout these principles, the Grantee is referred to the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Research Council).

1I.9.(b) Procedures involving animals shall be designed and performed with due consideration of their relevance to human or animal health, the advancement of knowledge, or the good of society.

1I.9.(c) The animals selected for a procedure should be an appropriate species and quality and the minimum number required to obtain valid results. Methods such as mathematical models, computer simulation, and in vitro biological systems must be considered.

1I.9.(d) Proper use of animals, including the avoidance or minimization of discomfort, distress, and pain when consistent with sound scientific practices is imperative. Unless the contrary is established, investigators shall consider that procedures which cause pain or distress in human beings may cause pain and distress in other animals.

1I.9.(e) Procedures with animals that may cause more than momentary or slight pain or distress shall be performed with appropriate sedation, analgesia, or anesthesia. Surgical or other painful procedures shall not be performed on unanesthetized animals paralyzed by chemical agents.

1I.9.(f) Animals that would otherwise suffer severe or chronic pain or distress that cannot be relieved shall be painlessly killed at the end of the procedure, or, if appropriate, during the procedure.

1I.9.(g) The living conditions of animals shall be appropriate for their species and contribute to their health and comfort. Normally, the housing, feeding, and care of all animals used for biomedical purposes must be directed by a veterinarian or other scientist trained and experienced in the proper care, handling, and use of the species being maintained or studied. In any case, veterinary care shall be provided as indicated.

1I.9.(h) Investigators and other personnel shall be appropriately qualified and experienced for conducting procedures on living animals. Adequate arrangements shall be made for their in-service training, including the proper and humane care and use of laboratory animals.

1I.9.(i) Where exceptions are required from these principles, the decisions shall not rest with the investigators directly concerned, but shall be made, with due regard to Section 1I.9.(b) above, by an appropriate review group such as an institutional animal research committee. Such exception shall not be made solely for the purpose of teaching or demonstration.

1J. RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Grant 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 Grant consist of the following Standard Provisions denoted by an "X" which are attached hereto and made a part of this Grant:

1K.1. The following Mandatory Standard Provisions have been agreed to for inclusion in this grant although the recipient is a Governmental Grantee: Mandatory Standard Provisions For U.S., Nongovernmental Grantees

- (X) Allowable Costs (November 1985)
- () 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)
- (X) Payment - Periodic Advance (January 1988)
- () Payment - Cost Reimbursement (November 1985)
- (X) Air Travel and Transportation (November 1985)
- (X) Ocean Shipment of Goods (May 1986)
- (X) Procurement of Goods and Services (November 1985)
- (X) AID Eligibility Rules for Goods and Services (November 1985)
- (X) Subagreements (November 1985)
- () Local Cost Financing (November 1988)
- () Patent Rights (November 1985)
- (X) Publications (November 1985)
- (X) Negotiated Indirect Cost Rates - Predetermined (May 1986)
- () Negotiated Indirect Cost Rates - Provisional (May 1986)
- () Regulations Governing Employees (November 1985)
- () Participant Training (May 1986)
- (X) Voluntary Population Planning (August 1986)
- (X) Protection of the Individual as a Research Subject (November 1985)
- (X) Care of Laboratory Animals (November 1985)
- (X) Government Furnished Excess Personal Property (November 1985)
- (X) 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)

22

PROGRAM DESCRIPTION

The Grantee's proposal number N/A entitled "Export Service Center International Food Law Data Base" and dated September 14, 1992 (Principal Investigator: Dr. Lorna Youngs) is attached hereto as the Program Description (Attachment 2) and is made a part of this Grant.

27

PROGRAM DESCRIPTION

Agency for International Development Grant Proposal - 1992
Export Service Center International Food Law Data Base
Oregon Department of Agriculture

Grant Submitted by:

Dr. Lorna Youngs, Assistant Director
Oregon Department of Agriculture
635 Capitol NE
Salem, OR 97310-0110
(503) 378-4667
FAX (503) 378-5529

Background

The Export Service Center in the Oregon Department of Agriculture has undertaken the development of a computerized data base of international food standards. No other data base of this kind exists within the United States. The project began as part of the mission of the Export Service Center, which is to facilitate the export of high value processed food products from the United States into Asia and other areas of the world. The Center is a unique concept in the United States. It offers food product evaluation, food certification, as well as information on international food regulation.

Manufacturers and exporters need to know the food law requirements of the target foreign country to assure the successful marketing of their products. These requirements can become a trade barrier for the export industry of any country. Requirements for the use of food additives and preservatives, pesticide residues, microbiological criteria and product labeling are all components of this knowledge base. Acquiring this information is one of the critical steps in the process of determining whether a food product will be acceptable in a foreign market. This information is also very useful to foreign investors looking at agribusiness opportunities.

Since 1985, the Oregon Department of Agriculture has been providing the needed technical assistance for U.S. exporters to assure the compliance of processed foods with laws of the importing country. In 1990, the Export Service Center laboratory was built with the aid of a grant from the Cooperative State Research Service. This has allowed for the expansion of the program and the services offered. The Center currently focuses on the Asian market which is of particular interest to the food industry of Oregon. However, the Center is acquiring a library on food standards world wide. The current client list numbers 250-275 firms located throughout the United States.

The center piece of the technical assistance program is the food law data base which is in the beginning stages of computerization. The usefulness of the data base and the technical assistance program extends beyond U.S. exporters to potential U.S. investors as well as the exporting community within Asia.

24

The Export Service Center provides a single source for technical information about food additives, preservatives, allowed pesticide and heavy metal residues and microbiological criteria. Because the Center is part of the food regulatory program of the Oregon Department of Agriculture, government to government ties can be established with the food regulatory programs of foreign governments. These ties allow for easier access to food regulations and their revisions. More importantly, the intergovernmental relationship facilitates the understanding of how the regulations are interpreted and administered. The Center is also associated with the Department of Agriculture's International Agricultural Marketing Program. This provides the Center's staff with insight into the relationship between food regulation and barriers to trade. In addition, the Center is an officially approved laboratory for both Japan and Taiwan to conduct product certification for processed and high value foods. All this combines to place the Export Service Center in the unique position to not only provide information, but to research and solve problems related to the chemical and microbiological requirements for processed and high value foods.

Proposal

The Oregon Department of Agriculture is seeking funding for the expansion of the computerized food law data base. We intend to complete the development of the data base structure and enter the food laws of Japan, Taiwan and South Korea under the current program funding. We propose adding Singapore, Thailand, and Indonesia over a three year period.

The computerized data base will allow the entry and retrieval of the following information sorted by country, by commodity and by substance or compound as appropriate:

1. Food additives and preservatives.
2. Pesticide residue tolerances.
3. Heavy metal tolerances.
4. Microbiological criteria.

We plan to acquire for future consideration for incorporation into the data base the additional information:

5. Food product labeling requirements.
6. Food product standards of identity and required product testing profiles.

Objectives

1. Determine the structure of food regulation within the three targeted countries and develop contacts within the food regulatory agencies.
2. Determine from the food regulatory agencies how the laws and regulations are interpreted and administered. Determine how compliance with food laws is established and what analytical testing is required. Secure access to food law

changes and contacts for resolution of problems with food law interpretation and compliance.

3. Acquire the food laws and regulations of the targeted countries and secure their translation into English.

4. Enter the food laws and regulations of the target countries into the computerized data base. Enter updates or changes to food laws as received.

5. Develop a manual for the access of the food law for the targeted countries. Develop a training program for each of the countries in consultation with the Asia Bureau of the Agency for International Development. The training program will be designed to facilitate understanding of and access to the data base.

Work Plan

Estimated start date: October 1, 1992.

Estimated completion date: September 30, 1995

Year 1

1. Establish official contacts with Singapore food officials, maintain contacts with food officials in data base countries. Begin development of contacts with food regulatory agencies in Thailand.
2. Enter food law of Singapore into data base.
3. Translate and enter changes in food law of all data base countries.
4. Conduct training program on data base in Singapore.

Year 2

1. Establish official contacts with Thailand food officials, maintain contacts with food officials in data base countries, begin development of contacts with food regulatory agencies in Indonesia.
2. Translate and enter food law of Thailand into data base.
3. Translate and enter changes in food law of all data base countries.
4. Conduct training program on data base in Thailand.

Year 3

1. Establish official contacts with Indonesia food officials, maintain contacts with food officials in data base countries.
2. Translate and enter food law of Indonesia into data base.
3. Translate and enter changes in food law of all data base countries.
4. Conduct training program on data base in Indonesia.