



United States Agency for  
International Development

Contract Information Management System  
(CIMS)

DIRECT ACTION DATA FORM  
FOR GRANTS & COOPERATIVE AGREEMENTS

ABK-243  
94347

1. Basic Award Number 656-0217-G-00-3048-00

2. Recipient Name Action Internationale Contre la Faim

3. Award Description (This description will be seen by high level Agency officials, as well as members of Congress.)  
The recipient shall... provide technical assistance in basis humanitarian assistance to persons affected by insurgency, and to facilitate the transition from emergency to rehabilitation under Project No. 656-0217.

4. Principal Place of Performance

\*

5. Benefiting Country

Mozambique

6. Project Officer

Office Symbol

Name (Last, First)

PDO

Bliss Sidney

7. Grant Agreement Type

- A. Disaster Assistance
- B. American Schools & Hospitals Abroad (ASHA)
- C. Other Than Those Listed Above
- D. Title XII Authority

8. Basic Purpose

- A. Tech. Services to Host Country
- B. Commodities
- C. Train. Services to Host Country
- D. Research
- E. Arch. & Engineering Services
- F. Construction

7a. Extent Competed

- E. Competed by the Technical Office
- F. Competed by the Contracting Office
- G. Not competed (unsolicited proposal)
- H. Not competed (predominant capability, etc.)

9. Taxpayer Identification Number

10. Business Organization Type

- A. Corporation
- B. Individual
- C. University or College
- D. Historically Black College or University
- E. Educational Organization (other than University or College)
- F. International Center
- G. Research Organization (other than International Center)
- H. Voluntary Organization
- I. Foundation
- J. Hospital
- N. Hispanic American College or University
- Z. Other

11. If U.S. University, Host Country Institution

12. If obligated amount is in local currency, provide U.S. Dollar amount

13.a. Negotiator (Last, First, MI)

Marilyn B. Buchan

13.b. Signature

*Cassie L. Macbler*

14.a. Contract Officer (Last, First, MI)

Marilyn B. Buchan

14.b. Signature

*Cassie L. Macbler*

**COPY OF AWARD DOCUMENT MUST BE ATTACHED TO THIS FORM**

1.



UNITED STATES  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
USAID MISSION TO MOZAMBIQUE

U. S. POSTAL ADDRESS  
MAPUTO  
DEPARTMENT OF STATE  
WASHINGTON, D. C. 20521 2330

RUA FARIA DE SOUSA, 107  
MAPUTO, MOÇAMBIQUE  
CAIXA POSTAL, 783  
TELEX : 6-180 USAID MO  
TELEPHONE : 490728, 491689, 744484  
FAX : 492098

- 5 OCT 1993

Mr. Hugues Burrows  
Coordinator  
Action Internationale Contre  
la Faim  
Maputo, Mozambique

Subject: Grant No. 656-0217-G-00-3048

Dear Mr. Hugues:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID" or "Grantor") hereby grants to Action Internationale Contre la Faim (hereinafter referred to as "AICF" or "Grantee"), the sum of \$312,820 to perform a program in humanitarian assistance, as described in Attachment I, the Schedule of this Grant, and Attachment II, entitled "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 October 1, 1993 and ending September 30, 1994.

This Grant is made to AICF, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment I, entitled the "Schedule", Attachment II entitled "Program Description", and Attachment VII, entitled "Standard Provisions", which have been agreed to by your organization.

2

Please sign the original and five (5) copies of this letter to acknowledge your acceptance of the Grant, and return the original and four (4) copies to the USAID Office in Mozambique.

Sincerely,

  
  
USAID  
Roger D. Carlson  
Mission Director

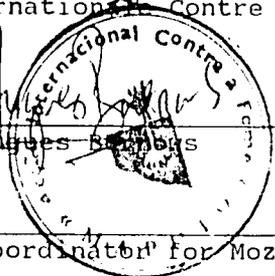
Attachments:

- I. Grant Schedule
- II. Program Description
- III. Certification Regarding Debarment
- IV. Restrictions on Lobbying
- V. Mandatory Standard Provisions for Non-U.S., Non-Governmental Grantees, dated August 1993
- VI. Optional Standard Provisions for Non-U.S., Non-Governmental Grantees (Pre-X'd Provisions apply)

ACKNOWLEDGED:

Action International Contre la Faim

BY:

  
  
Hugues Dubois

TITLE:

Coordinator for Mozambique

DATE:

Oct, 15 1993

FISCAL DATA

Appropriation No.: 72-113/41014

Budget Plan Code: GSS3-93-21656-KG13 + GSS3-93-21656-CG13

PIO/T No.: 656-0217-3- 30026

Project No.: 656-0217

Total Estimated Amount: \$312,820

Total Obligated Amount: \$312,820

RCN:	P930036
ECN:	R930134
USD:	205,588.00
RCN:	P930037
ECN:	R930138
USD:	107,232.00

*J. 9/24/13*



Attachment I

SCHEDULE

A. Purpose of Grant

The purpose of this Grant is to improve the health status of a selected rural population in Sofala Province, as more specifically described in Attachment II to this Grant entitled "Program Description".

B. Period of Grant

The effective date of this Grant is October 1, 1993. The expiration date of this Grant is September 30, 1994.

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of \$312,820 for purposes of this Grant. The Grantee shall be paid in United States Dollars in accordance with the financial plan below.
2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment VI - Optional Standard Provision 1, entitled "Periodic Advance".

D. Financial Plan

1. The following is the Grant Budget. Revisions to this budget shall be made in accordance with Standard Provision 4 of this agreement, entitled "Revision of Grant Budget".

Cost Element	Total U.S. Dollars
1. Personnel	154,480
2. Travel/Transportation	36,000
3. Equipment & Supplies	17,500
4. Other Direct Costs	60,100
5. General & Administrative	15,000
6. Indirect Costs	<u>29,740</u>
Total Estimated Cost	312,820

E. Monitoring, Reporting and Evaluation

All of the activities will be implemented, as well as monitored, by AICF. AICF's Country Office in Maputo will ensure monitoring and reporting on the progress of all activities under the Grant. Additional support will be forthcoming from the AICF Head Office in Paris, France.

The AICF water technician, with input from PRONAR (National Rural Water Supply Program) and EPAR (Provincial Rural Water Supply Workshop), will have overall responsibility for monitoring ongoing well construction progress. Samples of water from wells will be tested by the Food and Water Laboratory of Beira to evaluate water quality. Selected and trained community members, together with Agua Rural, will have the continued responsibility to monitor water quality and general well condition after project completion.

The AICF construction technician, with input from the DPS (Provincial Department of Health), has the overall responsibility for ongoing monitoring of the health center rehabilitation. Selected and trained members of the community, together with the DPS and the MOH (Ministry of Health) will have the continued responsibility to monitor the health center construction status after project completion.

AICF will keep detailed records on the number of beneficiaries assisted, water points and latrines constructed, and villagers trained, according to their respective activities and the tables in Attachment II, Section V.

AICF will collect gender- and age-disaggregated data (children under 5) for all baseline surveys, studies, monitoring and evaluations. All reports and analyses will include discussions of the gender- and age-disaggregated data.

AICF will track dollar expenditures for commodity procurement and activity personnel which they will include in their quarterly reports to USAID/Mozambique.

The AICF Office in Maputo will be responsible for keeping track of overall activity expenditures and maintaining timely, accurate accounting records.

AICF will update records on a monthly basis and will submit monthly and quarterly progress reports, as specified in the Grant, to the USAID Project Development Officer of the PVO Support Project for administrative approval.

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1. Reports

a. Workplan

AICF will prepare detailed quarterly workplans for USAID approval. These will be submitted to the Project Development Officer of the PVO Support Project, USAID/Mozambique, at least one month in advance of the proposed implementation date for each quarterly workplan. The first workplan will be submitted within 30 days of the signing of the Grant.

b. Baseline Information

AICF will prepare the outline of a baseline survey for USAID approval on the number and types of beneficiaries and services existing at the start of the Grant. The baseline survey will be submitted to the Project Development Officer of the PVO Support Project, USAID/Mozambique within 1 month of the start of the Grant. Upon USAID approval, AICF will implement the approved baseline survey and submit the results of the baseline information within 4 months of the start of the Grant. This information will be provided in table and narrative form as suggested in Attachment II, Section V. This baseline information will serve as the basis for the final evaluation which will assess activity impact according to each objective as listed in Attachment II, Section E., Activity Outputs.

c. Progress Reports

AICF will submit two copies of monthly and quarterly reports to the Project Development Officer of the PVO Support Project, USAID/Mozambique. Monthly reports will contain the statistical information required in Attachment II, Section V. Quarterly reports will contain the statistical information as required in Attachment II, Section V and narrative information, as well as a schedule of activities undertaken during the quarter and activities to be undertaken in the next quarter. Such progress reports will be submitted to USAID/Mozambique not later than 30 days after the end of the reporting period.

Statistical information on project activities and beneficiaries will be provided in the monthly and quarterly reports in table format as indicated in Attachment II, Section V. This statistical information will be disaggregated by gender and by age (children under 5 years of age).

Between the required performance reporting dates, events may occur that have significant impact upon the activity. In such instances, AICF will inform USAID/Mozambique as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions that will materially affect the ability to attain activity objectives, prevent the meeting of time schedules and targets, or preclude the attainment of work units within projected time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any USAID assistance needed to resolve the situation.

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.

d. Financial Reports

The AICF Office in Maputo will submit for administrative approval two copies of quarterly financial reports which complement the quarterly progress reports to the Project Development Officer of the PVO Support Project, USAID/Mozambique, not later than 30 days after the end of the reporting period. (Such financial reports will be in accordance with the requirements of Additional Standard Provision No. 1, entitled "Periodic Advance" as shown in Attachment VI to the Grant, Optional Standard Provisions.)

e. Technical Reports

In addition to the reports discussed above, the AICF Office in Maputo will also submit to the Project Development Officer of the PVO Support Project, USAID/Mozambique, a copy of each report produced as a result of technical assistance funded under this Grant. This will include nutritional and baseline surveys. Such reports will be used by USAID/Mozambique to determine possible future funding of additional activities.

2. Evaluation

a. Baseline Survey

As indicated above in E.1.b, Baseline Information, AICF will provide baseline information at the start of the Grant on the number and type of

beneficiaries and services available. AICF will provide this information, on a geographic, gender and age level (children under 5) basis, for each activity to be undertaken under this Grant. The AICF Office in Maputo will transmit this data to the Project Development Officer of the PVO Support Project, USAID/Mozambique. This baseline information will be the basis to measure activity progress and achievement of objectives.

b. Final Evaluation

A final evaluation will be held before the end the Grant. This evaluation will include an external consultant. The scope of work and specific terms for the evaluation will be developed by AICF and submitted to the USAID Project Development Officer for the PVO Support Project for approval. The final evaluation will focus on the achievement of outputs as listed in Attachment B, Section III.E., Activity Outputs, and as related to the baseline data.

As part of the final evaluation an impact assessment will include:

- assessment of the benefits provided by AICF's new and rehabilitated water points to the targeted beneficiaries;
- assessment of any improvements in the quality of health care provided by the DPS in Caia District resulting from AICF's assistance;
- assessment of the extent to which AICF's assistance resulted in better health of the beneficiaries in Murraca and Sena;
- assessment of the activity's impact relative to the needs of the total population of Murraca and Sena;
- assessment of the activity's cost-effectiveness;
- assessment of the chances for sustainability of AICF's MCH health activities without continued international assistance and/or funding;
- assessment of the impact of grant-funded activities on children under 5 and women;
- assessment of the environmental impact of grant-funded activities as detailed below in E.2.c.

c. Environmental Impact

For evaluation of environmental impact each well will be subject to PRONAR approval and evaluation. Each reconstructed health center will be subject to MOH approval and evaluation.

During the life of the activity, and as long thereafter as USAID continues to fund Grant activities conducted by AICF, USAID PVO Support Project management staff and AICF field staff will review any data collected by AICF and the concerned government department, and assess it for possible changes in the characteristics of the water supply.

In accordance with the PVO Support Project Evaluation Plan, environmental issues will be one of the key items addressed during monitoring and evaluation. The monitoring and evaluation process will also identify and recommend actions to mitigate any negative environmental impacts identified. The appropriate GRM agency and AICF will implement mitigating measures.

F. Authorized Source and Origin Codes and Procurement Reporting

1. The following source and nationality codes shall apply to this assistance instrument.

- 000 - United States
- 656 - Mozambique
- 935 - Special Free World (Developed countries other than U.S. not receiving A.I.D. assistance).
- 941 - Selected Free World (Developing countries other than local country that do receive A.I.D. assistance (includes South Africa).

2. The definitions of source and nationality are to be found within the terms of the Optional Standard Provision 8, A.I.D. Eligibility Rules for Goods and Services (August 1992) and A.I.D. Handbook 1, Supplement B, Chapter 5.

3. In order to facilitate USAID/Mozambique's reporting on the Development Fund for Africa (DFA) funds, the Grantee shall maintain records and report on the sources and origin of procurements. The below listed report formats are to be followed, and should be with the financial report.

a. All disbursements during the reporting period, aggregated by services (technical assistance), commodities or training.

SOURCE                      ORIGIN                      USE                      DISBURSEMENT VALUE

b. All disbursements during the reporting period, by source and origin codes:

<u>Source Code</u>	<u>Origin Code</u>	<u>Value in U.S.\$</u>
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c. Any questions concerning this requirement should be directed to the Controller, USAID/Mozambique.

G. Special Provisions

1. Close-out Procedures

This section prescribes uniform closeout procedures.

a. The following definitions shall apply for the purpose of this section.

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

(2) Date of Completion: The date of completion is the date on which all work under grants and agreements is completed or the date on the award documents, or any supplement or amendment thereto, on which A.I.D. sponsorship ends.

(3) Disallowed Costs: Disallowed costs are those charges to a grant or agreement that A.I.D. or its representative determines to be unallowable in accordance with the applicable Federal cost principles or other conditions contained in the grant or agreement.

b. A.I.D. closeout procedures include the following requirements:

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

(2) The recipient shall immediately refund any balance or 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 agreements.

(3) A.I.D. shall obtain from the recipient within 90 calendar days after the agreement all financial, performance, and other reports required as a

condition of the grant or agreement. A.I.D. may grant extensions when requested by the recipient.

(4) The recipient shall account for any property acquired with A.I.D. funds or received from the Government in accordance with Attachment N of OMB Circular A-110 entitled "Property Management Standards" (available upon written request from the Contracting Office).

(5) In the event a final audit has not been performed prior to the closeout of the grant or 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.

2. Restrictions on Lobbying and Certification Regarding Lobbying

The Grantee must comply with the Restrictions on Lobbying which are incorporated at Attachment IV of this Grant. Grantee has completed and returned to the Grant Officer the Certification regarding Lobbying form.

3. Certification Regarding Drug-Free Workplace Requirements

By accepting this Grant the Grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing a drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement;  
and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place of Performance:  
34 Avenue Reille  
75014 Paris, France  
and  
Rua Caetano Viegas No. 42  
Maputo, Mozambique

4. Grantee Acknowledgement of A.I.D Funding

In all publicity releases and public notices, the Grantee will acknowledge A.I.D. funding for this Grant which contributes to the Grantee's overall program.

5. Nondiscrimination in Federally Assisted Programs

a. All U.S. organizations or institutions which are recipients of A.I.D assistance are subject to the following laws and A.I.D. regulations. Non-U.S. organizations or institutions are subject to these requirements if any part of the program supported by an A.I.D. grant or cooperative agreement will be undertaken in the United States.

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d) which prohibits discrimination on the basis of race, color, or national origin, in programs and activities receiving Federal financial assistance,

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance,

(3) The Age Discrimination Act of 1975, as amended (Pub. Law 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds,

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et. seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) 22 CFR 209, 217 and 218 implementing these are set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(6) Applicants of A.I.D. grants and cooperative agreements must execute the "Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs" if they are U.S. organizations or institutions. If applicants are non-U.S. organizations or institutions, they must execute the Assurance if any part of the program supported by the grant of cooperative agreement is to be undertaken in the United States. Grant officers must obtain one copy

of the Assurance from assistance applicants PRIOR to grant officer signature on the grant of cooperative agreement.

(7) If an applicant refuses or fails to execute the Assurance, the Grant Officer will notify the Project Officer, who is responsible for seeking an exception to the requirement for the Assurance from the Administrator before the grant officer may execute the grant or cooperative agreement.

6. Certification Regarding Debarment

The certification is included as Attachment III to this Grant. By acknowledging receipt of this Grant, the Grantee makes the certification(s) delineated therein.

7. Security Situation

In the event the security situation in any area in which AICF is engaged in activities under this Grant deteriorates to the point at which A.I.D., after consultation with the U.S. Embassy, AICF, the GRM and/or any others deemed appropriate, has determined that AICF's personnel are in personal danger or the objectives of the Grant are in jeopardy because of such security situation, then upon reasonable notice to AICF, the Director, USAID/Mozambique may either (1) instruct AICF to discontinue Grant program activities in such areas, and suspend disbursements under the Grant for such activities, or (2) agree with AICF that AICF will redirect its Grant program efforts to more secure areas. If necessary, the Grant will be formally amended to reflect such changes. If such changed circumstances continue for more than six months, and A.I.D. and AICF have not agreed that AICF's activity efforts will be redirected to more secure areas, then the procedures in the Mandatory Standard Provision concerning "Terminations and Suspensions" shall be followed.

8. Costs Sharing and Matching (Source: OMB Circular A-110, Attachment E)

a. This paragraph sets forth criteria and procedures for the allowability of cash and in-kind contributions made by the recipients or subrecipients, or third parties satisfying USAID cost-sharing and matching requirements. This paragraph also establishes criteria for the evaluation of in-kind contributions made by third parties.

b. The following definitions apply for the purpose of this paragraph:

(1) Project Costs. - Project costs are allowable costs (as set forth in the applicable Federal cost

principles) incurred by a recipient or subrecipient, or third parties in accomplishing the objectives of the grant or cooperative agreement during the project or program period.

(2) Cost sharing and matching. - In general, cost sharing and matching represent that portion of project or program costs not borne by the Federal Government.

(3) Cash contributions. - Cash contributions represent the recipient's cash outlay, including the outlay of money contributed to the recipient by non-Federal third parties.

(4) In-kind contributions. - In-kind contributions represent the value of noncash contributions provided by the recipient, subrecipient, and non-Federal third parties. Only when authorized by Federal legislation, may property purchased with Federal funds be considered as the recipient's in-kind charges for real property and nonexpendable personal property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.

3. General guidelines for computing cost sharing or matching are reflected in Optional Standard Provision No. 21, entitled "Cost Sharing (Matching)".

#### H. Grantee Procurement and A.I.D. Approvals

The Grant Officer must approve in advance in writing the procurement of all program commodities listed as "Restricted Goods" in the Mandatory Standard Provisions concerning "A.I.D. Eligibility Rules for Goods and Services". To the extent possible, AICF shall forward a comprehensive procurement plan with proposed sources and price to the Project Development Officer of the PVO Support Project, USAID/Mozambique for approval.

The Grantee shall also obtain the prior written concurrence of the Project Development Officer of the PVO Support Project, USAID/Mozambique, for any staffing changes and for the selection of short-term consultants or regular employees providing technical assistance hereunder.

#### I. Title to Property

Title to all property purchased under this Grant shall vest in the Grantee in accordance with the terms of Attachment VII, Optional Standard Provision 18, entitled "Title to and Use of Property (Grantee Title)."

J. Logistic Support

The Grantee shall provide all logistic support.

K. Cost Sharing

AICF is providing approximately \$537,945 in cash and kind to support the program described by this Grant.

L. Indirect Cost Rates

The following provisional indirect cost rates shall be in effect during the life of this grant, until amended.

<u>Category</u>	<u>Rate</u>	<u>Base</u>
Indirect Costs	11.2%	Total Direct Costs

M. Pre-Award Expenses

The expenses incurred after October 1, 1993, but prior to the award date of this Grant, which relate to the furtherance of objectives of the Program Description, shall be reimbursed to the Grantee, if otherwise allowable, allocable and reasonable under the terms and conditions of the Grant.

Attachment II

Program Description

I. Background

A. The PVO Support Project

The PVO Support Project was designed in response to the emergency appeals made by the Government of the Republic of Mozambique (GRM). It is intended to finance the efforts of selected PVOs registered with A.I.D. and working in Mozambique to assist Mozambicans to develop their capacity to manage and provide basic humanitarian assistance to persons most seriously affected by the insurgency, and to facilitate the transition from emergency to rehabilitation.

Three main categories of activities are defined as eligible for funding under the project. These are a) those which provide basic humanitarian assistance to those persons most seriously affected by the insurgency and drought; b) those which address the social welfare needs of displaced and returning persons; c) those which address the economic needs of targeted groups most vulnerable to absolute poverty. Selection of target populations and design of specific activities are the responsibility of PVOs, which are also responsible for obtaining the concurrence of the GRM.

B. The Activity

Funds are provided under this Grant to Action Internationale Contre la Faim (AICF) in partial support of an integrated health, water and sanitation activity in Sofala Province, as described in Section III, Activity Description. Funds are specifically provided for technical assistance, commodities and support costs for well construction and the rehabilitation of health centers.

II. Problem and Rationale

Sofala Province was one of the Provinces hardest hit by the 16-year civil war and by the 1992 drought. Massive population movements within the Province occurred as people left Sofala for Zimbabwe or Malawi or moved towards the relative safety and security of the protected Beira Corridor. According to the Sofala Province Post-War Plan for Reconstruction, as of November 1992, 59% of the population (860,000 out of 1,453,668) was either affected

by the drought or displaced from their homes. As of April 1993, 63,000 families (315,000 persons) were still living in accommodation centers in Sofala Province and 61,940 were in refugee camps outside of Mozambique.

Caia District in Sofala Province was one of the areas directly affected by the insurgency. The three main towns, Caia, Sena and Murraca were isolated outposts, frequently attacked by RENAMO and cut off from overland transportation because of the RENAMO presence and the mining of roads. During the late 1980s, 34,000 residents of the District fled to Malawi and another unknown number fled to displaced persons camps within Mozambique.

Since the signing of the October 1992 Peace Accord, residents have begun to return to Caia District. However, reintegration is difficult due to the destruction of the infrastructure and lack of basic health and water services. The District expects an influx of returning refugees which will push the District population up to 104,000 with another 38,000 returnees expected to transit the District on their return home. In addition, there will be an unknown number of demobilized soldiers, displaced persons living in other provinces and persons now living in RENAMO zones who will return to their original home areas in Caia District.

In addition to the problems caused by the destruction and deterioration of infrastructure and the influx of returning populations, Caia faces the same difficulties in the provision of basic services as the rest of Mozambique. There is a shortage of qualified technical and management personnel throughout the water, sanitation and health sectors. WHO and UNICEF report that priority problems are the weak management, operational and maintenance capacity of the water authorities at the provincial and district levels; the low level of understanding of the benefits of water and sanitation programs among the population and the lack of motivation for them to participate in such programs. The weak capacity of local authorities and the lack of funding emphasizes the need for decentralization of programs and the empowerment of communities to enable them to recognize and solve their own health problems.

AICF's health, water and sanitation activity is designed to address these problems of inadequate water supply, poor sanitation and related health problems in Caia District, Sofala Province.

### III. Activity Description

#### A. Background

The emergency conditions which necessitated the PVO Support Project in 1990 have not been alleviated. In fact, conditions deteriorated due to two consecutive years of drought. The Project Paper Supplement (Amendment No. 2) recognized this deterioration and responded by expanding the existing categories of possible intervention for A.I.D. funding to include greater attention to the drought-affected population's need for water and related sanitation.

In addition, according to the July 1993 UNOHAC Mozambique Report, over 1.5 million refugees are expected to return to Mozambique with another 4.1 million internally displaced and 200,000 of the approximately 320,000 demobilized soldiers and their dependents expected to return to their homes of origin. The Project Paper Supplement (Amendment No. 3) addressed this massive resettlement and reintegration process by expanding the activities for A.I.D. funding to include greater attention to the returning populations needs for basic inputs, services and assistance.

The health centers in Murraca and Sena were destroyed during the insurgency. In Sena, the DPS (Provincial Department of Health) operates its health center activities out of a merchant's shop and in Murraca, the DPS operates out of an improvised structure located by the airport.

In addition to the problems caused by the insurgency, Sofala Province was also one of the areas most affected by the 1992 drought. A lack of functional wells with water has resulted in residents obtaining their water directly from the Zambezi River. Intestinal diseases are a problem, as well as the danger of crocodile attacks. In July 1993, cholera was already being reported in Sena.

According to the MOH and UNICEF, faecal-borne intestinal diseases, such as diarrhea, are the single greatest cause of infant (141/1000) and child mortality (261/1000) in Mozambique. Other water-borne diseases, such as hookworm and schistosomiasis, cause chronic debilitating conditions that impair the quality of life and increase susceptibility to other diseases and health related problems.

**B. Activity Purpose**

The purpose of this activity is to improve the health status of a selected rural population in Caia District, Sofala Province, through the provision of MCH services (maternal and child health) and the reduction and control of water-borne and other diarrheal diseases. This will be done by the rehabilitation of health centers, provision of potable water and the instituting of a MCH system. AICF will construct hand-dug wells, rehabilitate rural health centers and implement a MCH and nutrition program.

**C. Grant Activities**

The activities listed in this Grant will be undertaken in conjunction with AICF and other donor funding. These activities are as follows:

**1. Provision of Potable Water**

a. 30 boreholes will be hand-dug (10 in Sena and 20 in Murraca). Each well will be equipped with a cement apron, drain and hand pump installed on a sealed well head.

b. In the course of activity implementation, AICF will work with PRONAR's established technical standards and specifications for the construction of hand-dug wells and boreholes, and those for hand pump installation, operation and maintenance.

c. All planned water supply activities will be preceded by a community participation and education program, coordinated by AICF's technician and nurses, and based on research and experience of the PRONAR/UNICEF PEC (Community Participation and Hygiene Education) Program. A decentralized approach will be taken to ensure community participation and knowledge transference at all stages of well construction/rehabilitation.

d. The AICF water technician will have overall responsibility for the siting of wells and their construction. The activity at all times will be planned and implemented in agreement with PRONAR.

e. A decentralized approach to operation and maintenance of the VLOM (village level

operated and maintained) hand pump will be adopted with community water source caretakers trained and equipped for pump repair and water point maintenance. For each borehole, a village water pump caretaker will be assigned for daily pump operation and maintenance and a village water team will be established to oversee well operation and maintenance in order to ensure the sustained delivery of services.

f. The AICF water technician and/or nurse, with cooperation from the PEC Program, will train community volunteers in the correct utilization of the well and pump and the proper use and treatment of water (including the transport and storage of water), and the general relationship of water to health.

g. AICF will complete a survey of existing water points in Murraca and Sena and will identify priority sites for rehabilitation/construction.

## 2. Rehabilitation of Health Centers

a. AICF will rehabilitate/reconstruct two health centers in Caia District. One will be located in Murraca and one will be located in Sena.

b. The AICF construction technician, in coordination with the DPS and the MOH, will have overall responsibility for the rehabilitation of the health centers. Health center reconstruction will be done, to the extent possible using local materials and village volunteer labor. Construction will be supervised by the AICF construction technician and/or nurses.

c. AICF will work with the DPS to equip and institute the regular provision of the 2 health centers with drugs and supplies provided by MOH/UNICEF.

d. AICF will ensure that a functioning well with potable water and an improved latrine is constructed and/or rehabilitated at each health center.

## 3. Reestablishment of MCH Activities

a. AICF will reestablish a MCH activity at

Sena and Murraca health centers. This activity will include vaccinations, training mothers on the importance of vaccinations and use of ORT, nutritional education and prenatal consultations.

b. AICF will design and institute a health education program for mothers related to water, sanitation and disease prevention.

c. AICF will train traditional birth attendants (TBA) in delivery procedures.

d. The purpose of the health education program is to seek behavioral changes such as better hygiene and the use of ORT (oral rehydration therapy) which will result in improved health and reduced malnutrition of the targeted populations.

e. The purpose of the MCH program is to reduce mother and child mortality and morbidity of the targeted populations.

#### 4. Nutritional Monitoring

a. AICF will institute nutritional monitoring of children under 5 who participate in the MCH activity in Sena and Murraca and in outlying areas identified by AICF as needing nutritional monitoring.

b. AICF will undertake nutritional surveys to determine the number and location of malnourished children under 5.

c. AICF, with other donor funding, will organize supplemental feeding programs as required. All severely malnourished children requiring therapeutic feeding will be referred immediately to the existing therapeutic feeding centers in Caia District.

d. AICF will train mothers in nutrition, including the identification of malnutrition and its treatment with locally available products.

e. The nutritional activities will be integrated into the MCH activities once the objectives listed above in 4.a-c have been met and once the MCH program is fully established.

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D. Duration and Location of Activity

The activity is designed to be implemented over a one year period. All activities will take place in Caia District, Sofala Province.

E. Activity Outputs

1. A survey of existing wells in Sena and Murraca completed by AICF and Agua Rural by Month 3. Analysis of the survey included a determination of wells which required rehabilitation and priority sites for new wells completed by Month 9.
2. A water needs assessment completed at each potential water point site prior to well construction/rehabilitation.
3. 20 boreholes hand-dug in Murraca and 10 boreholes hand-dug in Sena fitted with operating hand pumps providing potable water. Each well has a cement apron and drain and the hand pump is mounted on a sealed well head.
4. 60 community volunteers trained for hand pump use and water point maintenance (2 per well).
5. 30 water committees created and functioning. Each committee received water and hygiene education which included information on the safe transport and storage of water; the connection between clean water, good hygiene and good health; and the reasons for and the correct use of pumps and wells.
6. 40,000 beneficiaries received at least 20 liters a day of potable water from AICF wells.
7. 2 rural health centers rehabilitated, equipped, staffed and operating in Caia District (equipped and provisioned through MOH/UNICEF). Each health center has a well fitted with a hand pump on a sealed well head with concrete apron and drain, providing potable water. Each health center has a clean and functioning latrine.
8. 2 nurses and 4 first aid workers recruited, trained and used by AICF for nutritional surveillance.
9. 70% of the mothers with children under 5 in Sena and Murraca participated in the MCH activities on a regular basis.

10. 95% of the participating mothers in the MCH program received health education including the benefits of clean water, use of ORT and disease prevention.
11. 95% of children under 5 participating in MCH program received required vaccinations.
12. 95% of mothers participating in MCH program use ORT in diarrhea management.
13. Diarrheal diseases in children under 3 is decreased by 80%.
14. Child mortality reduced by 80%.
15. Mother mortality during childbirth assisted by TBAs reduced by 80%.
16. Nutritional screenings completed at 8 locations and resulted in the identification and treatment of malnourished children.
17. 95% of the mothers participating in the MCH program received nutritional education including the identification of malnutrition and its treatment with locally available products.
18. Global malnutrition for children under 5 in Murraca and Sena under 8%.
19. 35 health assistants and 2 nurses recruited, trained and used by AICF in the MCH program.

F. Activity Implementation

1. Implementation Agent

AICF will be responsible for the implementation of the health, water and reconstruction activities and will work in conjunction with Agua Rural (AR), the DPS, and other appropriate government entities, non-governmental organizations, local associations and community groups to ensure successful implementation of activities. It will coordinate closely with the ongoing health and nutrition activities of World Vision and Medecins Sans Frontiers/France in Caia District to assure coordination of activities and to avoid duplication of efforts.

AICF will provide a hydrologist technician, a construction technician, a midwife and a nurse. This staff will be based in Caia District. They will be supported by an administrator and a logistics purchaser based in Beira and by the AICF Coordinator based in Maputo.

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Both of the health centers of Sena and Murraca are currently staffed by a trained government health worker. In addition, AICF has concluded an agreement with the DPS in Beira which assures the transfer of two newly trained nurses to the activity for its twelve-month duration. Over the course of implementation, AICF will work with the DPS to ensure appropriate and sufficient longer-term staffing of the health facilities rehabilitated under this Grant.

For the construction/rehabilitation of hand-dug wells AICF will coordinate closely with Agua Rural; with DPS and the MOH for the rehabilitation of the health centers; and with DPS for the health education component.

The MCH health education activities will be held in conjunction with the DPS.

## 2. Workplan

The workplan is for indicative purposes. AICF will submit detailed quarterly workplans to USAID for approval as detailed in Attachment I, Schedule.

<u>Action</u>	<u>Action Agent/s</u>	<u>Timeframe</u> (Month)
a. <u>Planning and Start Up</u>		
Activity set-up in Caia District	AICF	1
Hire staff	AICF	1
Purchase project equipment	AICF	1-2
b. <u>Implementation</u>		
<u>Provision of Potable Water</u>		
Training for staff	AICF,AR	1-3
Survey well sites	AICF, AR	1-2
Procure construction materials	AICF	1-6
Construct boreholes (M)	AICF,AR	3-5
Construct boreholes (S)	AICF,AR	5-7
Test water quality	AICF,FWL	3-12
Train volunteers for maintenance	AICF,AR,C	3-7

Community water education	AICF,AR,C	3-7
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Rehabilitation of Health Centers

Construction cholera isolation house	AICF	1
Construction latrines	AICF	1-2
Rehabilitation health center	AICF	2-5
Construction well	AICF,AR	3

Reestablishment of MCH Activities

Vaccinations	AICF,MSF,DPS, WV, MSF	3
Train MCH staff	AICF,DPS	4
Community education	AICF,DPS,C	4
MCH consultations	AICF,DPS	5
MCH nutritional interventions	AICF,DPS	6-12
Reintroduction DPS MCH statistical recordkeeping	AICF,DPS	6
Needs assessment for TBA	AICF,DPS	7
Training for TBA teams	AICF	8
MCH responsibilities turned over to DPS	AICF,DPS	11

Nutritional Monitoring

Nutritional Surveys	AICF	1,6
Identification of intervention sites	AICF	2
Nutritional Surveys in outlying areas	AICF	2
Training of home visit staff	AICF	2
Supplemental Feeding centers operational	AICF	3-6

Supplemental Feeding  
transferred to MCH                      AICF                      6

c. Monitoring and Evaluations

Baseline survey                      AICF,USAID                      1-2  
Assessment community  
education                      AICF,C                      7  
Assessment of TBA                      AICF,DPS                      9,10  
Assessment of DPS  
statistic system                      AICF,DPS                      9,10  
Assessment vaccination  
program                      AICF,MSF,DPS                      10  
Final Evaluation                      AICF,USAID,TA                      10

d. Administration & Finance:

Workplan Submission                      AICF,USAID                      Quarterly  
Monthly Reports                      AICF                      Monthly  
Quarterly Reports                      AICF                      Quarterly  
Audit                      AICF,A                      12  
Final Report                      AICF                      12  
End Project                      12

Key to acronyms used in workplan:

A: Independent Auditor  
AICF: Action Internationale Contre la Faim  
AR: Agua Rural  
C: Community  
CVM: Mozambican Red Cross  
DPS: Provincial Health Department  
FWL: Food & Water Lab of Beira  
MOH: Ministry of Health  
MSF: Medecins Sans Frontiers/France  
TA: Technical Assistance  
TBA: Traditional Birth Attendants  
WV: World Vision

IV. Environmental Impact and Mitigation

AICF will address the following environmental issues as a part of the USAID Grant:

A. Hand-dug wells

1. The extraction of groundwater from wells can cause well and aquifer pollution unless correct siting, construction, and usage procedures are adhered to. Consequently:

a. All well siting will be the ultimate responsibility of the AICF water and sanitation technician. All wells will meet the siting requirements in terms of acceptable distance from latrine installations, and other sources of possible groundwater contamination.

b. All wells shall be constructed and/or rehabilitated based on PRONAR's established technical standards and specifications for siting, construction and usage. This will include proper sampling and analysis of water to ensure safety of water supply (i.e., levels of boron, nitrate, conductivity, chloride, pH, etc.) and a determination of the maximum number of wells that a given aquifer can sustain based upon yield estimates. Where the rehabilitation process may require abandonment of the existing wells, abandonment shall be done in a manner that ensures non-pollution of the aquifer (i.e., sealing the well).

c. All wells will be lined with concrete well rings to prevent possible contamination by parasites and disease-causing bacteria.

d. All wells will be sealed and a VLOM (AFRIDEV) hand pump mounted to prevent contamination entering into the well shaft. A concrete apron will be constructed to ensure correct drainage of waste water away from the well head. The well head will incorporate an access lid, which will be secured with a padlock.

e. All wells will be thoroughly disinfected with chlorine after construction. Disinfection of wells shall be done in a manner that ensures no increase in pollutant concentration following the disinfection process.

f. All well interventions will be accompanied by a community participation water and health education program.

2. Constructing new water sources can encourage migration of the population and the expansion of displaced person camps. To avoid this possible effect, AICF will ensure that wells will be constructed, to the extent possible, in locations where the population currently live or traditionally lived and are returning.

B. Health Center rehabilitation

1. Although the reconstruction of health centers is expected to be minor, adverse environmental effects from construction and construction material can occur. Consequently:

a. The majority of materials used will be of local origin and will not contain any hazardous materials (i.e., asbestos). Excess construction material will be recycled wherever possible and disposal of unusable material will be done in an environmentally sound manner (i.e., buried).

b. Construction will not require the use of any heavy equipment.

c. If paint is used, empty cans will be disposed of in a environmentally safe manner away from areas where it can contaminate water sources.

d. Areas of rehabilitation will not be excavated or opened so no erosion is anticipated. Any runoff from the construction site which may be high in suspended solids or which may cause disruption to local drainage patterns will be monitored closely by AICF and will be immediately addressed.

e. During the construction, measures will be taken to minimize standing water. If suppression of mosquitos is found to be needed in standing water, soap will be added to the water to kill the larvae. No synthetic chemical pesticides will be used.

f. During the construction, measures will be taken to minimize dust and noise. Village laborers are expected to walk to the construction site and to use latrines already in the vicinity.

g. Care will be taken to improve the surroundings of the health centers so that whenever possible trees and grass will be planted and any other measures taken that will add aesthetically to the renovation site while minimizing opportunities for destructive runoff and erosion.

V. Reporting Tables

The Grantee will use the following tables for the submission of the statistical information as described in Attachment I (Schedule), Section E.1-2.

AICF

Monthly Report for Month of \_\_\_\_\_, 199

Date: \_\_\_\_\_

Table I: Water Supply and Sanitation Construction Activities during Month:

Activity	Sena Area			Murraca Area			Total This Month	Total Last Report	Total To Date
	Location	Location	Location	Location	Location	Location			
Well Surveyed									
# Water Needs Assessments									
# Wells Dug									
# Pumps Installed									
# Water Committees Created									
# Water Committees Trained									
# of Families in Water Committees									
# Beneficiaries per Well									
Average # Liters Water per Day per Beneficiary (per Well)									
# Latrines Dug									
Environmental Problems Encountered*									

\* Explain in narrative. Beneficiaries should be broken down by age (children under 5) and by gender.

Table II: Health and Nutrition Activities during Month:

Activity	Sena Area			Murraca Area			Total This Month	Total Last Report	Total To Date
	Location	Location	Location	Location	Location	Location			
Health Center Reconstruction: a. Building Re/Construction b. # Cholera Wards Constructed c. # Wells Constructed d. # Latrines Dug									
Technical Training:* a. DPS b. CVM Volunteers c. Community Volunteers d. TBAs e. AICF Health Assistants e. Others									
Community Training:* a. Training in... # of participants b. Training in... # of participants									
Nutrition Program: a. # of Nutritional Surveys** b. # of Children in Feedings c. # Children Referred to Therapeutic Feedings									
MCH Program a. # of Mothers Attending b. # of Children Registered c. # Mothers Trained in....*									
Health Information: a. # vaccinations done b. # cases cholera c. # cases malaria d. # cases diarrhea  e. Other Public Health Problems Encountered During Month**									

\*List number of trainees and type of training.

\*\* Explain in narrative.

Beneficiaries should be broken down by age (children under 5) and by gender.

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AICF

BASELINE DATA

Date: \_\_\_\_\_

Description	Sena Area			Murraca Area			Totals
	Location	Location	Location	Location	Location	Location	
# Community Members							
# Potable Water Points							
Average # Liters Water per Person/Day							
# Latrines							
% Latrine Usage							
% Villagers with Understanding of Basic Hygiene/Safe Water Use							
#/Type Health Facilities Available							
# Cholera Cases/Month							
# Diarrhea Cases/Month							
% ORT use by Mothers							
%/Type Malnutrition							
# Malaria Cases/Month							
% Immunization Coverage							
# TBAs							
Average # years this Location							
% Subsistence Farmers							
% Returnees							
# People In Transit*							
Average Income/Month							

Beneficiaries should be broken down by gender and by age (children under 5).

\*State if persons in transit counted as community members.

Attachment III

**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters--Primary Covered Transactions  
Instructions for Certification**

1. By signing this grant and/or submitting this application, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, or Other Responsibility Matters--Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise

criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**  
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that list certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this

transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment IV

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. 450B). 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, cooperation, 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.

(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).

(ii) Professional and technical services 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 or an extension, continuation, 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 (1) 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 by 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 contracts 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 officer 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 to 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 non-appropriated 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) 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 Office of Management and Budget (OMB) Circular a-122, "Cost Principles for Non-Profit organizations" or if the Grantee or Recipient is a university or other educational institution, OMB Circular A-121 "Cost Principles for Educational Institutions." Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provision of the applicable OMB Circulars.

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\*

APPENDIX 4D  
MANDATORY STANDARD PROVISIONS FOR  
NON-U.S., NONGOVERNMENTAL GRANTEE<sup>2</sup>

- |                                   |  |
|-----------------------------------|--|
| 1. Allowable Costs                | 7. Ineligible Countries                                    |
| 2. Accounting, Audit, and Records | 8. Debarment, Suspension, and Other Responsibility Matters |
| 3. Refunds                        | 9. U.S. Officials Not to Benefit                           |
| 4. Revision of Grant Budget       | 10. Nonliability   |
| 5. Termination and Suspension     | 11. Amendment  |
| 6. Disputes                       | 12. Notices  |
|                                   | 13. Metric System of Measurement                           |

1. ALLOWABLE COSTS (JUNE 1993)

(a) The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the grant officer to be reasonable, allocable, and allowable in accordance with the terms of this grant and the applicable\* cost principles in effect on the date of this grant, which are attached.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the grant.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the grant.

\*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and AID Acquisition Regulation 731.2.

<sup>2</sup>When these Standard Provisions are used for cooperative agreements, the following terms apply: "Grantee" means "Recipient" "Grant" means "Cooperative Agreement," and "AID Grant Officer" means "AID Agreement Officer."

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(4) Unallowable costs, direct or indirect, include but are not limited to the following examples: Advertising, bad debts, contingencies, entertainment, fines and penalties, interest, fund raising, investment management costs, losses on other awards, first class air fare unless specifically approved. Public information service costs are unallowable as indirect costs.

(b) Prior to incurring a questionable or unique cost, the grantee should obtain the grant officer's written determination on whether the cost will be allowable.

\*

2. ACCOUNTING, AUDIT, AND RECORDS (OCT 1992)

(a) The grantee shall maintain books, records, documents, and other evidence relating to the AID-sponsored project or program in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantive charges to this grant. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the grant, receipt and use of goods and services acquired under the grant, the costs of the program supplied from other sources, and the overall progress of the program. The grantee records and subgrantee records which pertain to this grant shall be retained for a period of three years from the date of expiration of this grants and may be audited by AID and/or its representatives. The grantee shall insert this paragraph (a) in all subgrants valued in excess of \$10,000.

(b) If the grantee receives \$25,000 per year or more under this grant, the grantee agrees that it shall have an audit made of the funds provided under this grant and of the financial statements of the organization as a whole. The grantee shall select an independent auditor in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the AID Inspector General. The audit shall be a financial audit performed in accordance with such guidelines and in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States, and shall determine whether the grant funds have been used in accordance with this agreement. Audits shall be performed annually. \*

(c) The audit report shall be submitted to AID within 30 days after completion of the audit, but the audit shall be completed and the report submitted not later that 13 months after the close of the grantee's fiscal year. The AID Inspector General will review this report to determine whether it complies with the audit requirements of this grant. No audit costs may be charged to this grant if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, AID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

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- \* (d) The grantee shall ensure that funds made available to subgrantees that receive \$25,000 or more per year under this grant are audited in accordance with this agreement. Such audit responsibilities with respect to subrecipients may be satisfied appropriate procedures performed by the internal audit or program staff of the grantee, by expanding the scope of the independent financial audit of the grantee to encompass testing of subgrantees' records, or by a combination of these procedures. The grantees shall ensure that appropriate corrective actions are reports; consider whether subgrantees' audits necessitate adjustment of its own records; and require each subgrantee to permit independent auditors to have access to records and financial statements as necessary.

3. REFUNDS (JUNE 1993)

(a) Interest earned on advances will be remitted to AID. However, the grantee may retain up to \$250 of interest earnings per year for administrative expenses.

(b) At the time the grant expires or is terminated, funds shall revert to AID if :

(1) AID has obligated funds to the grant, but has not disbursed them to the grantee; or

(2) AID has advanced funds to the grantee, but the grantee has not expended them.

Notwithstanding (1) and (2) above, funds which the grantee has obligated in legally binding transactions applicable to this grant will not revert to AID.

(c) AID reserves the right to require refund by the grantee of any amount which the grantee did not spend in accordance with the terms and conditions of this grant. In the event that a final audit has not been performed prior to the closeout of this grant, AID retains the right to a refund until all claims which may result from the final audit have been resolved between AID and the grantee.

4. REVISION OF GRANT BUDGET (JUNE 1993)

\*

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

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

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) Additional funding is needed.

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

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

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

\* (c) AID shall not be required to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant, except to the extent that another provision of the grant specifically states that it is an exception to this provision.

(d) The grantee shall not be required to continue performance under the grant (including action under the "Termination and Suspension" provision) or otherwise to incur costs in excess of the amount obligated under the grant. If the total obligated amount under the grant has been increased, the grant officer will notify the grantee in writing of the increase and specify the new obligated grant total amount.

5. TERMINATION AND SUSPENSION (JUNE 1993)

(a) For Cause. The grant officer may terminate this grant for cause at any time, in whole or in part, upon written notice to the grantee, whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant.

(b) For Convenience. This grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the grant officer to the grantee.

(c) Suspension or Termination for Changed Circumstances. If at any time AID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then AID may, following notice to the grantee, suspend or terminate this grant in whole or part and prohibit the grantee from incurring additional obligations chargeable to this grant other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then AID may terminate this grant on written notice to the grantee and cancel that portion of this grant which has not been disbursed or irrevocably committed to third parties.

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

\* 6. DISPUTES (JUNE 1993)

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

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

(c) In order to facilitate review on the record by the Deputy Associate Administrator for Finance and Administration, the grantee shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Deputy Associate Administrator for Finance and Administration shall be final.

7. INELIGIBLE COUNTRIES (MAY 1986) \*

Unless otherwise approved by the AID grant officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

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8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(MARCH 1989)

(1) The grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) The grantee agrees that, unless authorized by the Grant Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The grantee further agrees to include the following provision in any subagreements or contracts entered into under this grant:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION  
(MARCH 1989)

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) The policies and procedures applicable to debarment, suspension and ineligibility under AID-financed transactions are set forth in 22 CFR Part 208.

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9. U.S. OFFICIALS NOT TO BENEFIT (NOVEMBER 1985)

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

10. NONLIABILITY (NOVEMBER 1985)

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

11. AMENDMENT (NOVEMBER 1985)

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

12. NOTICES (NOVEMBER 1985)

Any notice given by AID or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the AID grant officer, at the address specified in the grant.

To grantee, at grantee's address shown in the grant or to such other address designated within the grant.

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

\* 13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the grant officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

\*

(END OF MANDATORY STANDARD PROVISIONS)

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REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR  
NON-U.S., NONGOVERNMENTAL GRANTEES

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with Paragraph 1E of Chapter 1 of this Handbook. Each grant is required to have a payment provision. Check off the provisions which are to be included in the grant. Only those standard provisions which have been checked off are included within the grant.

		<u>Page No.</u>
* 1.	Payment - Periodic Advance <u>      X      </u>	4D-9
2.	Payment - Cost Reimbursement <u>_____</u>	4D-12
3.	Air Travel and Transportation <u>      X      </u>	4D-13
4.	Ocean Shipment of Goods <u>      X      </u>	4D-17
5.	Procurement of Goods and Services <u>      X      </u>	4D-18
6.	AID Eligibility Rules for Goods and Services <u>      X      </u>	4D-22
7.	Subagreements <u>      X      </u>	4D-26
8.	Local Cost Financing <u>_____</u>	4D-27
9.	Patent Rights <u>_____</u>	4D-30
10.	Publications and Media Releases <u>_____</u>	4D-36
11.	Nondiscrimination in Federally Assisted Programs <u>      X      </u>	4D-37
12.	Regulations Governing Employees <u>      X      </u>	4D-38
13.	Participant Training <u>_____</u>	4D-39
14.	Voluntary Population Planning <u>_____</u>	4D-40
15.	Protection of the Individual as a Research Subject <u>_____</u>	4D-42
16.	Negotiated Overhead Rates - Provisional <u>      X      </u>	4D-44
17.	Title To and Use of Property (Grantee Title) <u>      X      </u>	4D-45
18.	Title To and Care of Property (U.S. Government Title) <u>_____</u>	4D-46
19.	Title To and Care of Property (Cooperating Country Title) <u>_____</u>	4D-51
20.	Cost Sharing (Matching) <u>      X      </u>	4D-52
21.	Public Notices <u>_____</u>	4D-56

(INCLUDE THIS PAGE IN THE GRANT)

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\* 1. PAYMENT - PERIODIC ADVANCE (JUNE 1993)

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

- (a) Period advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the grantee to secondary grantee organizations or the grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by AID to the grantee.
- (b) AID funds shall not be commingled with other grantee owned or controlled funds. The grantee shall deposit all AID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.
- (c) Each quarter, after the initial cash advance, the grantee shall submit to the AID Controller, identified in the schedule, voucher SF 1034 (original) and SF 1034-A (three copies), entitled "Public Voucher for Purchases and Services Other Than Personal", copies of which are attached.
- (d) Each voucher shall be identified by the appropriate grant number and shall be accompanied by an original and three copies of a report in the following format:

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

A. Period covered by this report:

FROM (Month, day, year) \_\_\_\_\_  
TO (Month, day, year) \_\_\_\_\_

Period covered by the next report:

FROM (Month, day, year) \_\_\_\_\_  
TO (Month, day, year) \_\_\_\_\_

B. Cash Advance Use and Needs:

1. Cash advance on hand at the beginning of this reporting period ..... \$ \_\_\_\_\_

2. U.S. Treasury check advance(s) received during this reporting period ..... \$ \_\_\_\_\_

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3. Interest earned on cash advance during this reporting period ..... \$ \_\_\_\_\_
4. GROSS cash advance available during this reporting period (Lines 1, 2, & 3) ..... \$ \_\_\_\_\_
5. LESS, interest remitted to AID during this reporting period ..... \$ \_\_\_\_\_
6. NET cash advance available during this reporting period (Line 4 minus Line 5) ..... \$ \_\_\_\_\_
7. Total disbursements during this reporting period, including subadvances (see footnote 1) ..... \$ \_\_\_\_\_
8. Amount of cash advances available at the end of this reporting period (Line 6 minus Line 7) ..... \$ \_\_\_\_\_
9. Projected disbursements, including subadvances, for the next reporting period (see footnote 2) ..... \$ \_\_\_\_\_
10. Additional cash advance requested for the next reporting period (Line 9 minus Line 8)..... \$ \_\_\_\_\_
11. Total interest earned on cash advance from the start of the grant to the end of this reporting period, but not remitted to AID ..... \$ \_\_\_\_\_
12. Total cash advances to subgrantees, if any, as of the end of this reporting period ..... \$ \_\_\_\_\_

FOOTNOTES:

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

C. Certification:

The undersigned hereby certifies: (1) that the amount in paragraph B.9 above represents the best estimate of funds needed for the disbursements to be incurred over the period described, (2) that appropriate refund or credit to the grant will be made in the event of disallowance in accordance with the terms of the grant, (3) that appropriate refund or

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- credit to the grant will be made in the event funds are not expended, and (4) that any interest accrued on the funds made available herein will be refunded to AID.

BY \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

(END OF STANDARD PROVISION)

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2. • PAYMENT - COST REIMBURSEMENT (MAY 1986)

(This provision is applicable to grants for construction or to grants where the grantee does not meet the conditions for periodic advance payment.)

- (a) The grantee shall submit to the AID Controller an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher shall be identified by the grant number and shall state the total costs for which reimbursement is being requested.
- (b) Copies of SF 1034 and 1034A are attached.

(END OF STANDARD PROVISION)

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\* 3. AIR TRAVEL AND TRANSPORTATION (JUNE 1993)

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

- (a) The grantee is required to notify the project officer of the proposed itinerary for each planned international trip financed by this grant, by providing the name of the traveller, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but at least three weeks before travel is planned to commence. International travel, as provided for in the grant, is authorized unless otherwise disapproved by the project officer in writing prior to the commencement of travel. At least one week prior to departure, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer of planned travel, identifying the travellers and dates and times of arrival. \*
- (b) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, AID will, after receipt of advice of intent to travel required above, either issue a SF 1169, Government Transportation Request (GTR), which the grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.
- (c) All air travel and shipments under this grant are required to be made on U.S. flag air carriers to the extent service by such carrier is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the U.S. and/or its territories and one or more foreign countries.
- (d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.
- (e) U.S. flag air carrier service is considered available even though:
  - (1) Comparable or a different kind of service can be provided at less cost by a foreign air carrier;
  - (2) Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

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- (3) Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.
- (f) Except as provided in paragraph (b) of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the U.S. being performed by a foreign air carrier:
- (1) U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;
  - (2) Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or
  - (3) Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.
- (g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks enroute to the U.S. or at which the traveler first debarks incident to travel from the U.S.) passenger service by U.S. flag air carrier will not be considered available:
- (1) Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier;
  - (2) Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the U.S. would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

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- (h) For travel between two points outside the U.S. the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:
- (1) If travel by foreign air carrier would eliminate two or more aircraft changes enroute;
  - (2) Where one of the two points abroad is the gateway airport (as defined paragraph (g) of this section) enroute to or from the U.S., if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or
  - (3) Where the travel is not part of a trip to or from the U.S.; if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.
- (i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.
- (j) Nothing in the above guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.
- (k) Where U.S. Government funds are used to reimburse the grantee's use of other than U.S. air flag carriers for international transportation, the grantee will include a certification on vouchers involving such transportation which is essentially as follows:

"CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS"

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

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(1) International Travel

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

(2) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance in the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the grant officer.

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

(END OF STANDARD PROVISION)

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\* 4. OCEAN SHIPMENT OF GOODS (JUNE 1993)

(This provision is applicable when goods purchased with funds provided under this grant are transported to cooperating countries on ocean vessels whether or not grant funds are used for the transportation.)

- (a) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.
- (b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- (c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the AID Transportation Support Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- (c) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows:  
  
"I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, D.C. 20590, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement."
- (e) Shipments financed under this grant must meet applicable eligibility requirements set out in Handbook 1, Supplement B, Chapter 7.
- (f) This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.



(END OF STANDARD PROVISION)

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\* 5. • PROCUREMENT OF GOODS AND SERVICES (JUNE 1993)

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

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

(a) General Requirements:

(1) The grantee shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using AID funds. Conflicts of interests situations involving employees, officers or agents or their immediate families shall be avoided. The grantees officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractor or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the grantees' officers, employees or agents.

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

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

(i) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary items.

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(ii) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurements, contain features which unduly restrict competition.

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(iii) Positive efforts shall be made by the grantees to utilize U.S. small business and minority owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing AID funds. The grantee shall to the maximum extent possible provide the following information to the Office of Small Disadvantaged Business Utilization, AID, Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of and granted by the Office of Small and Disadvantaged Business Utilization) to placing any order or contract in excess of \$25,000:

(A) Brief general description and quantity of goods or services;

(B) Closing date for receiving quotations or proposals; and

(C) Address where solicitations and specifications can be obtained.

(iv) The type of procurement instruments used, e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the grantee but must be appropriate for the particular procurement and for promoting the best interest of the program involved. In those instances where a cost type contract authorizes a fee, a fixed amount will be used in lieu of a percentage of cost.

(v) Contracts shall be made only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed contract. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. Contracts shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." AID will provide the grantee with copy of this list upon request. \*

(vi) All proposed sole source contracts or where only one proposal is received in which the aggregate expenditure is expected to exceed \$10,000 shall be subject to prior approval by an appropriate official within the grantee's organization.

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

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

- (A) Basis for contractor selection;
- (B) Justification for lack of competition when competitive offers are not obtained;
- (C) Basis for award: cost or price.

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

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

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

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

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

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\* (4) In all contracts for construction or facility improvement awarded for more than \$100,000, the grantee shall observe generally accepted bonding requirements.

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

(END OF STANDARD PROVISION)

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\* 6. \* AID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 1993)

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

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

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

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this grant shall not be used to procure any goods or services furnished by any firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." AID will provide the grantee with this list upon request. \*

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

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,

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- (v) Rubber compounding chemicals and plasticizers,
- (vi) Used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) Fertilizer.

\* (b) Source, Origin, and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the grant is over \$250,000 and the other applies when the total procurement element during the life of the grant is not over \$250,000. The total procurement element includes procurement of all goods (e.g. equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the grant officer. AID policies and definitions on source (including origin and componentry) and nationality are contained in Chapter 5 of AID Handbook 1, Supplement B, entitled "Procurement Policies."

(1) For DFA funded grants or when the total procurement element during the life of this grant is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the grant is AID Geographic Code 935, "Special Free World," and such goods and services must meet the source (including origin and componentry) and nationality requirements set forth in Handbook 1, Supp. B, Chapter 5 in accordance with the following order of preference: \*

- (A) The United States (AID Geographic Code 000),
- (B) The Cooperating Country,
- (C) Selected Free World countries (AID Geographic Code 941),
- (D) Special Free World countries (AID Geographic Code 935).

(ii) Application of Order of Preference: When the grantee procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(ii) above, the grantee shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

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(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

\* (C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources, or

(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the grant.

(2) When the total procurement element exceeds \$250,000, (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the grant officer, all goods and services financed with U.S. dollars, which will be reimbursed under this grant must meet the source (including origin and componentry) and nationality requirements set forth in Handbook 1, Supp B, Chapter 5 for the authorized geographic code specified in the schedule of this grant. If none is specified, the authorized source is Code 000, the United States. \*

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

(d) Ocean and air transportation shall be in accordance with the applicable provisions contained within this grant.

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

(1) The United States (AID Geographic Code 000),

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- (2) the Cooperating Country,
- (3) Selected Free World countries (AID Geographic Code 941),
- (4) Free World countries (AID Geographic Code 899).

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

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(g) This provision will be included in all subagreements which include procurement of goods or services over \$5,000.

(END OF STANDARD PROVISION)

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7. SUBAGREEMENTS (MAY 1986)

(This provision is applicable when subgrants or cooperative agreements are financed under the grant.)

- \* (a) Awards shall be made only with responsible grantees who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." AID will provide the grantee with a copy of this list upon request.
- (b) All subagreements shall as a minimum contain in addition to provisions to define a sound and complete agreement, the following provisions as well as any that are specifically required by any other provision in this grant. Whenever a provision within this grant is required to be inserted in a subagreement, the grantee shall insert a statement in the subagreement that in all instances where AID is mentioned, the grantee's name will be substituted.
  - (1) Subagreements in excess of \$10,000 shall contain provisions or conditions that will allow for administrative or legal remedies in instances where subgrantees violate subagreement terms and provide for such remedial action as may be appropriate.
  - (2) All subagreements in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which termination will be effected and the basis for settlement. In addition, such subagreements shall describe conditions under which the subagreement may be terminated for default as well as conditions where the subagreement may be terminated because of circumstances beyond the control of the subgrantee.
  - (3) All subagreements over \$10,000 issued by grantees shall include a provision to the effect that the grantee, AID, or their duly authorized representatives, shall have access to any books, documents, papers and records of the subgrantee which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions. \*
  - (4) Subagreements, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or subagreements in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the subagreement are subject to the regulations contained in the provisions of this grant. The subgrantee shall be advised as to the source of additional information regarding these matters.

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\* 8. LOCAL COST FINANCING (JUNE 1993)

(This provision is applicable when the total estimated procurement element for the life of the grant is valued over \$250,000 and the grant is not funded under DFA.)

(a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) All locally financed procurements must be covered by source and nationality waivers as set forth in AID Handbook 1, Supplement B, Chapter 5 with the following exceptions:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional services contracts estimated not to exceed \$250,000.

(4) Construction services contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

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\* (c). All procurements under grants financed with DFA funds and grants with procurement elements of \$250,000 or less are subject to the guidance provided under standard provision "AID Eligibility Rules for Goods and Services."

(d) Ineligible Goods and Services: Under no circumstances shall the grantee procure any of the following under this grant:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police or other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(e) Ineligible Suppliers: Funds provided under this grant shall not be used to procure any goods or services furnished by any firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." AID will provide the grantee with this list upon request.

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals,
- (4) Pesticides,
- (5) Rubber compounding chemicals and plasticizers,
- (6) Used equipment,
- (7) U.S. Government-owned excess property, or
- (8) Fertilizer.

(g) If AID determines that the grantee has procured any of the restricted or ineligible goods and services specified in subparagraphs (c) through (f) above, or has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to AID the entire amount of the reimbursement. \*

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\* (h) The provision will be included in all subagreements where local procurement of goods or services will be required.

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(END OF STANDARD PROVISION)

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\* 9. PATENT RIGHTS (JUNE 1993)

(This provision is applicable whenever patentable processes or practices are financed by the grant.)

(a) Definitions:

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) Subject invention means any invention of the grantee conceived or first actually reduced to practice in the performance of work under this agreement.

(3) Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small business firm means a small business concern which meets the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively.

(6) Nonprofit organization means a university or other institution of higher education or an organization which is not organized for profit as described in the laws of the country in which it was organized.

(b) Allocation of Principal Rights: The grantee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the grantee retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world.

(c) Invention Disclosure, Election of Title, and Filing of Patent Applications by Grantee:

(1) The grantee shall disclose each subject invention to AID within two months after the inventor discloses it in writing to grantee personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical

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\* characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID the grantee shall promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the grantee.

(2) The grantee shall elect in writing whether or not to retain title to any such invention by notifying AID within two years of disclosure to AID. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by AID to a date that is no more than 60 days prior to the end of the statutory period.

(3) The grantee shall file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The grantee shall file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID, be granted.

(d) Conditions When the Government May Obtain Title: The grantee shall convey to AID upon written request, title to any subject invention:

(1) If the grantee fails to disclose or elect the subject invention within the times specified in (c) above, or elects not to retain title, AID may only request title within sixty days after learning of the grantee's failure to report or elect within the specified times.

(2) In those countries in which the grantee fails to file patent applications within the times specified in (c) above; provided, however, that if the grantee has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of AID the grantee shall continue to retain title in that country.

(3) In any country in which the grantee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

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\* (e) Minimum Rights to Grantee:

(1) The grantee shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the grantee fails to disclose the subject invention within the times specified in (c) above. The grantee's license extends to its subsidiaries and affiliates, if any, within the corporate structure of which the grantee is a party and includes the right to grant sublicenses of the same scope to the extent the grantee was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of AID except when transferred to the successor of that party of the grantee's business to which the invention pertains.

(2) The grantee's license may be revoked or modified by AID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the 37 CFR Part 4 and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the grantee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of AID to the extent the grantee, its licensees, or its subsidiaries or affiliates have failed to achieve practical application.

(3) Before revocation or modification of the license, AID will furnish the grantee written notice of its intention to revoke or modify the license, and the grantee shall be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the grantee) after the notice to show cause why the license should not be revoked or modified. The grantee has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Grantee Action to Protect the Government's Interest:

(1) The grantee agrees to execute or to have executed and promptly deliver to AID all instruments necessary to (i) establish or conform the rights the Government has throughout the world in those subject inventions to which the grantee elects to retain title, and (ii) convey title to AID when requested under paragraph (d) above, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The grantee agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under agreement in order that the grantee can comply with the disclosure provisions of paragraph (c) above, and to execute all \*

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\* papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1) above. The grantee shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The grantee shall notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The grantee agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the agreement awarded by AID). The Government has certain rights in this invention."

(g) Subagreements and Contracts: The grantee shall include this standard provision suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subgrantee or contractor shall retain all rights provided for the grantee in this standard provision, and the grantee shall not, as part of the consideration for awarding the contract or subagreement, obtain rights in the contractor's or subgrantee's subject inventions.

(h) Reporting Utilization of Subject Inventions: The grantee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as AID may reasonably specify. The grantee also agrees to provide additional reports as may be requested by AID in connection with any march-in proceedings undertaken by AID in accordance with paragraph (j) of this provision. As required by 35 USC 202(c)(5), AID agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States Industry: Notwithstanding any other provision of this clause, the grantee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the grantee or its assignee that reasonable but unsuccessful efforts

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have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances manufacture in the United States is not commercially feasible.

\* (j) March-in Rights: The grantee agrees that with respect to any subject invention in which it has acquired title, AID has the right, in accordance with the procedures in 37 CFR 401.6 and any supplemental Agency regulations, to require the grantee, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the grantee, assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that:

(1) Such action is necessary because the grantee or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the grantee, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the grantee, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Grants with Nonprofit Organizations: If the grantee is a nonprofit organization, it agrees that:

(1) Rights to a subject invention may not be assigned without the approval of AID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided that such assignee shall be subject to the same provisions as the grantee.

(2) The grantee shall share royalties collected on a subject invention with the inventor including Federal Employee coinventors, when AID deems it appropriate when the subject invention is assigned in accordance with 35 USC 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the grantee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education.

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\* (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and it will give preference to a small business firm when licensing a subject invention if the grantee determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the grantee is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the grantee. However, the grantee agrees that the Secretary of Commerce may review the grantee's licensing program and decisions regarding small business applicants, and the grantee shall negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the grantee could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4). \*

(1) Communications: Communications concerning this provision shall be addressed to the grant officer at the address shown in this agreement.

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\* 10. PUBLICATIONS AND MEDIA RELEASES (JUNE 1993)

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

- (a) AID shall be prominently acknowledged in all publications, videos or other information/media product funded or partially funded through this grant, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of AID. Acknowledgements should identify the sponsoring AID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of \_\_\_\_\_, Bureau for \_\_\_\_\_, U.S. Agency for International Development, under the terms of Grant No. \_\_\_\_\_. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

- (b) Unless the grantee is instructed otherwise by the cognizant technical office, publications, videos or other information/media products funded under this grant and intended for general readership or other general use will be marked with the AID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size an appearance.
- (c) The grantee shall provide the AID project officer and POL/COIE, Room 215, SA-18, Washington, DC 20523-1802, with one copy each of all published works developed under the grant and with lists of other written work produced under the grant. \*
- (d) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the grant unless the schedule of the grant has identified the profits or royalties as program income.
- (e) Except as otherwise provided in the terms and conditions of the grant, the author or the grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but AID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

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11. . NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986)

(This provision is applicable when work under the grant is performed in the United States or when employees are recruited in the United States.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this grant on the basis of race, color, national origin, age, handicap, or sex.

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\* 12. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

(The following applies to the grantee's employees who are not citizens of the cooperating country.)

- (a) The grantee's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations. \*
- (c) Other than work to be performed under this grant for which an employee is assigned by the grantee, no employee of the grantee shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned.
- (d) The grantee's employees, while in a foreign country, are expected to show respect for its convention, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any grantee employee is not in accordance with the preceding paragraphs, the grantee's chief of party shall consult with the AID Mission Director and the employee involved and shall recommend to the grantee a course of action with regard to such employee.
- (f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- (g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

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13. PARTICIPANT TRAINING (JUNE 1993)

(This provision is applicable when any participant training is financed under the grant).

- (a) Definitions: A participant is any non-U.S. individual being trained under this grant outside of that individual's home country.
- (b) Application of Handbook 10: Participant training under this grant shall comply with the policies established in AID Handbook 10, Participant Training, except to the extent that specific exceptions to Handbook 10 have been provided in this grant with the concurrence of the Office of International Training. (Handbook 10 may be obtained by submitting a request to the grant officer.)
- (c) Orientation: In addition to the above mandatory requirements in Handbook 10, grantees are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation (see Chapter 13 of Handbook 10) and orientation in Washington at the Washington International Center (see Chapter 18D of Handbook 10). The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the U.S. through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the grant officer, who will transmit the request to NCIV through S&T/IT.

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\* 14. VOLUNTARY POPULATION PLANNING (JUNE 1993) \*

(This provision is applicable to all grants involving any aspect of voluntary population planning activities.)

(a) Voluntary Participation:

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

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Voluntary Participation Requirements For Sterilization Programs:

(1) Non of the funds made available under this grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization.

(2) The grantee shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this grant are performed only after the individual has voluntarily gone to the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

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

(c) Prohibition on Abortion-Related Activities:

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

(2) No funds made available under this grant will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or in performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

\* (d) The grantee shall insert this provision in all subsequent subgrants and contracts involving family planning or population activities which will be supported in whole or part from funds under this grant.

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\* 15. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT  
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(This provision is applicable when human subjects are involved in research financed by the grant.)

- (a) Safeguarding the rights and welfare of human subjects involved in research supported by AID is the responsibility of the grantee. It is one policy of AID that no work shall be initiated under any grant for the support of research involving human subjects unless the research is given initial and continuing review and approval by an appropriate committee of the grantee. This review shall assure that (1) the rights and welfare of the individuals involved are adequately protected, (2) the methods used to obtain informed consent are adequate and appropriate, and (3) the risks and potential medical benefits of the investigation are assessed.
- (b) The grantee must provide written assurance to AID that it will abide by this policy for all research involving human subjects supported by AID. This assurance shall consist of a written statement of compliance with the requirements regarding initial and continuing review of research involving human subjects and a description of the grantee's review committee structure, its review procedures, and the facilities and personnel available to protect the health and safety of human subjects. In addition to providing the assurance, the grantee must also certify to AID for each proposal involving human subjects that its committee has reviewed and approved the proposed research before any work may be initiated.
- (c) Since the welfare of the subject individual is a matter of concern to AID as well as to the grantee; AID advisory groups, consultants, and staff may independently review all research involving human subjects, and prohibit research which presents unacceptable hazards. This provision, however, shall not derogate in any manner from the responsibility of the grantee set forth herein. \*
- (d) All of the above provisions apply to any research involving human subjects conducted outside of the United States and, in addition, such overseas research will conform to legal and other requirements governing human research in the country where they are conducted.
- (e) In addition to the procedures set forth above, studies with unmarketed drugs will be carried out in accordance with provisions applicable in the country where the study is conducted.

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- \* (f) Guidance on procedures to safeguard human subjects involved in research is found in 45 CFR Part 46 as well as the AID-specific regulations in 22 CFR Part 225. Compliance with these procedures, except as modified above, is required. \*

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\* 16. NEGOTIATED OVERHEAD RATES - PROVISIONAL (JUNE 1993)

(This provision is applicable to all grantees who have an established provisional overhead rate.)

- (a) An overhead rate shall be established for each of the grantee's accounting periods during the term of this grant. Pending establishment of a final rate, provisional overhead payments shall be at the rate(s), on the base(s), and for the period(s) shown in the Schedule of this grant.
- (b) The grantee, not later than 13 months after the close of each of its accounting periods during the term of this grant, shall submit to the grant officer a proposed final rate(s) for the period, together with supporting cost data. Negotiation of final overhead rate(s) by the grantee and the grant officer shall be undertaken as promptly as practicable after receipt of the grantee's proposal. \*
- (c) The results of each negotiation shall be set forth in an amendment to the grant and shall specify (1) the agreed upon final rate(s), (2) the base(s) to which the rate(s) apply, and (3) the period for which the rates apply. The overhead rate amendment shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.
- (d) To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates provided in this provision shall be set forth in an amendment to this grant.
- (e) Any failure by the parties to agree on any final rate(s) under this provision shall be considered a dispute within the meaning of the standard provision of the grant, entitled "Disputes".

(END OF STANDARD PROVISION)

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17. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE) (MAY 1986)

(This provision is applicable only when the Government vests title to property in the grantee.)

- (a) Title to all property financed under this grant shall vest in the grantee.
- (b) The grantee agrees to use and maintain the property for the purpose of the grant.
- (c) With respect to property having an acquired value of \$1,000 or more, the grantee agrees to report such items to the grant officer as they are acquired and to maintain a control system which will permit their ready identification and location.
- (d) Within thirty calendar days after the end of the grant, the grantee will provide a list to the grant officer of each item that has an appraised value of \$1,000 or more with a detailed proposal of what the grantee intends to do with that property. If the grant officer does not respond within 120 calendar days, the grantee may proceed with the disposition of the property. However, if the grantee uses the property for purposes other than those of the grant or sells or leases the property, AID shall be reimbursed of its share of the property unless the grant officer authorizes AID's share of the income from selling or leasing the property to be used as program income. This share is based upon the percentage of AID's contribution to the grantee's program. If AID paid 100% of the grantee's costs, then AID would receive 100% of the selling cost less a nominal selling fee of \$100.

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18. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (MAY 1986)

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

- (a) Property, title to which vests in the Government under this grant, whether furnished by the Government or acquired by the grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.
- (b) Use of Government Property: Government property shall, unless otherwise provided herein or approved by the grant officer, be used only for the performance of this grant.
- (c) Control, Maintenance and Repair of Government Property:
- (1) The grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the grant officer may prescribe as reasonably necessary for the protection of the Government property.
- (2) The grantee shall submit, for review and written approval of the grant officer, a records system for property control and a program for orderly maintenance of Government property; however, if the grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110, the grantee shall furnish the grant officer proof of such approval in lieu of another approval submission.
- (?) Property Control: The property control system shall include but not be limited to the following:
- (i) Identification of each item of Government property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

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(ii) The price of each item of property acquired or furnished under this grant.

(iii) The location of each item of property acquired or furnished under this grant.

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

(v) A record of disposition of each item acquired or furnished under the grant.

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

(4) Maintenance Program: The grantee's maintenance program shall be consistent with sound business practice, the terms of the grant, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program.

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

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

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

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(d) Risk of Loss:

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

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

(ii) Which results from a failure on the part of the grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above, or

(B) to take all reasonable steps to comply with any appropriate written directions of the grant officer under (c) above;

(iii) For which the grantee is otherwise responsible under the express terms designated in the schedule of this grant;

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

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

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

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

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

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The grantee shall make repairs and renovations of the damaged Government property or take such other action as the grant officer directs.

(5) In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the Government, as directed by the grant officer. The grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the grant officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

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

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