



U.S. AGENCY FOR  
INTERNATIONAL  
DEVELOPMENT

94931

AUG 26 1977

Mr. Christopher Dunford  
President  
Freedom from Hunger  
1644 DaVinci Court  
P.O. Box 2000  
Davis, CA 95616

Subject: Cooperative Agreement No. FAO-0158-A-00-3044-00

Dear Mr. Dunford:

Pursuant to the authority contained in the Foreign Assistance Act of 1961 and the Federal Grant and Cooperative Agreement Act of 1977, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby provides to Freedom From Hunger (hereinafter referred to as "FFH" or "Recipient") the sum set forth in Section 1C.2. of Attachment 1 of this Cooperative Agreement to provide financial support for the program described in Attachment 2 of this Cooperative Agreement entitled "Program Description."

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

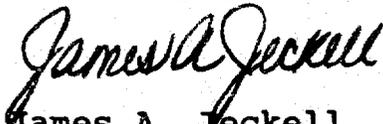
The total estimated amount of this Cooperative Agreement is the amount set forth in Section 1C.1. of Attachment 1, of which the amount set forth in Section 1C.2. is hereby obligated. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount. However, subject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

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

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

If you have any questions, please contact Ms. Sherry Harless, of my staff, at (703) 875-1170.

Sincerely yours,



James A. Jeckell  
Agreement Officer  
Chief, FAO Branch  
Office of Procurement

Attachments:

1. Schedule
2. Program Description
- ~~3. Standard Provisions~~
4. Special Provision entitled "Restrictions on Lobbying"
5. PVO Annual Reporting Guidelines

ACKNOWLEDGED:

FREEDOM FROM HUNGER

BY: Christopher Dunford

TYPED NAME: CHRISTOPHER DUNFORD

TITLE: PRESIDENT

DATE: September 7, 1993

FISCAL DATA

A. GENERAL

- A.1. Total Estimated A.I.D. Amount: \$3,000,000
- A.2. Total Obligated A.I.D. Amount: \$700,000
- A.3. Cost-Sharing Amount (Non-Federal): \$3,000,000
- A.4. Other Contributions (Federal): \$-0-
- A.5. Project No.: 938-0158
- A.6. A.I.D. Project Office: FHA/PVC, Devorah Miller
- A.7. Funding Source: A.I.D./W
- A.8. Tax I.D. No.: 95-1647835
- A.9. CEC No.: 08-350-060D
- A.10. LOC No.: 72-00-1508

B. SPECIFIC

- B.1.(a) PIO/T No.: 938-0158-3681005
- B.1.(b) Project No.: 938-0158
- B.1.(c) Appropriation: 72-1131021.1
- B.1.(d) Allotment: 341-38-099-00-76-31
- B.1.(e) BPC: EDVA-93-16850-KG11
- B.1.(f) Amount: \$700,000

SCHEDULE

**1A. PURPOSE OF COOPERATIVE AGREEMENT**

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

**1B. PERIOD OF COOPERATIVE AGREEMENT**

**1B.1.** The effective date of this Cooperative Agreement is 30 September 1993 and the estimated completion date is 29 September 1998. Funds obligated hereunder (see Section 1C.2. below) shall be used to reimburse the Recipient for allowable program expenditures incurred by the Recipient in pursuit of program objectives at any time during the period beginning on the effective date of this Cooperative Agreement and ending on the estimated completion date.

**1B.2.** However, because this Cooperative Agreement is incrementally funded (see Section 1C.4. below), funds obligated hereunder are only anticipated to be sufficient for program expenditures through 29 September 1994.

**1C. AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT**

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

**1C.2.** A.I.D. hereby obligates the amount of \$700,000 as partial funding of the total estimated amount set forth in Section 1C.1. above for program expenditures during the indicated period set forth in Section 1B. above. Notwithstanding said total estimated amount, A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount, except as specified in paragraph (f) of the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget" (see also Section 1C.4. below).

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

1C.4. As indicated in Section 1C.2. above, this Cooperative Agreement is partially funded. Until such time as the obligated amount (see Section 1C.2. above) shall equal the total estimated amount (see Section 1C.1. above) of this Cooperative Agreement, additional increments of funds may be obligated by A.I.D. under this Cooperative Agreement (by a Cooperative Agreement modification), subject to availability of funds, possible evaluation of the program, program priorities at the time, and the requirements of the Standard Provisions of this Cooperative Agreement entitled "Revision of Grant Budget" and, if applicable (see Section 1M.2. for applicability) "Cost Sharing (Matching)," as set forth in Attachment 3.

1C.5. The total estimated amount of the program described in Attachment 2 of this Cooperative Agreement is \$6,000,000, of which A.I.D. may provide the amount specified in Section 1C.1. above, and the Recipient may provide \$3,000,000 in accordance with Section 1M. below.

#### 1D. COOPERATIVE AGREEMENT BUDGET

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

#### 1D.2. Budget

<u>Cost Element</u>	<u>A.I.D.</u>	<u>Grantee/ Others (Non-Fed)</u>	<u>Grantee/ Others (Federal)</u>	<u>Total</u>
Salaries	\$1,579,000			
Fringe Benefits	211,000			
Travel	423,000			
Training	120,000			
Subcontracts	26,000			
Other Directs	551,000			
Indirect Costs	90,000			
Total	<u>\$3,000,000</u>	<u>\$3,000,000</u>	<u>\$ -0-</u>	<u>\$6,000,000</u>

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

1E. REPORTING

1E.1. Financial Reporting

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

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

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

1E.1.(d) The Recipient's financial reports shall include expenditures of A.I.D. Cooperative Agreement funds provided hereunder, as well as non-federal matching funds and any other contributions in accordance with Section 1M. below.

1E.2. Program Performance Planning and Reporting

1E.2.(a) Quarterly Reports

The Recipient shall submit two (2) copies of brief quarterly program performance reports, which coincide with the financial

reporting periods described in Section 1E.1. above, to the A.I.D. Project Office specified in the Cover Letter of this Cooperative Agreement. In addition, two copies shall be submitted to A.I.D., POL/CDIE/DI, Washington, DC 20523-1802. These reports shall be submitted within 30 days following the end of the reporting period, and shall briefly present the following information:

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

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

**1E.2.(a)(3)** Other pertinent information including the status of finances and expenditures and, when appropriate, analysis and explanation of cost overruns or high unit costs. (See Section 1I.5 of this Cooperative Agreement.)

**1E.2.(b) Special Reports**

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

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

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

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

**1E.2.(c) Environmental Impact**

If it appears that outputs of this project will result in an adverse environmental impact, the Recipient shall notify the A.I.D. Project Officer prior to implementation, in order to allow for orderly preparation of an environmental impact statement. The Recipient shall assure that appropriate U.S. Government, A.I.D., and/or host country procedures are followed.

**1E.2.(d) Training Reports**

**1E.2.(d)(1)** If the Recipient conducts participant training under this Cooperative Agreement, (see Standard Provision entitled "Participant Training" for the definition of participant training), the Recipient shall comply with reporting and information requirements of the Standard Provision entitled "Participant Training," as well as Chapters 5 and 24 of A.I.D. Handbook 10.

**1E.2.(d)(2)** The Recipient shall also provide two (2) copies of quarterly training reports to the A.I.D. Project Officer, covering this Cooperative Agreement. The report shall include the following information:

- Total number of new trainees during the period; and
- The following information for each LDC trainee:
  - name
  - citizenship
  - gender
  - training site
  - beginning and ending dates of training
  - purpose of training
  - type of training activities
  - source of funding

**1E.2.(d)(3)** The Recipient shall provide two (2) copies of all training manuals produced under this Cooperative Agreement to the A.I.D. Project Officer.

**1E.2.(e) Technical and Research Reports and Publications**

The Recipient shall summarize technical and research activities of the project in reports, and distribute such reports to the appropriate USAID Missions, developing countries, and host country and international institutions in order to encourage use of the technology developed. Such reports will be completed within 60 days after completion of the activity. Journal articles and other publications are encouraged. See also the Standard Provision of this Cooperative Agreement entitled "Publications" (if the Recipient is a U.S. organization) or "Publications and Media Releases" (if the Recipient is a non-U.S. organization).

**1E.2.(f) Annual Report**

Two copies of the Annual Report plus one copy for the A.I.D. Mission in each target country in the program will be submitted to the AID/FHA/PVC Project Officer 30 days prior to each anniversary date of the Agreement. Annual Reports will describe project activities and the Recipient's financial contribution to the project. A copy of the "PVO Annual Reporting Guidelines" is attached hereto as Attachment 5 for illustrative purposes.

The Annual Report will also include a country data sheet for each subproject activity and will be furnished in the standard format prescribed by FHA/PVC for its management information system (AID Form 1550-11, included in Attachment 5).

The last Annual Report is the Final Report. The PVO Annual Reporting Guidelines are to be used as the format for this report also. All work to be charged to this Agreement, including the preparation of the Final Report, must be completed prior to the expiration date of this Agreement.

**1E.2.(g) Trip Reports**

Within 30 days following the completion of each international trip, the Recipient shall submit 2 copies of a trip report summarizing the accomplishments of the trip to the A.I.D. Project Officer specified in the cover letter of this Cooperative Agreement. If several individuals are travelling together to one site, a single report representing the group will suffice. The

report shall include the purpose of the trip, technical observations, suggestions and recommendations, overall impressions of the site situation (if appropriate), and a list of persons visited with their title and organization affiliation.

**1E.3. Evaluation**

Self-evaluation will be conducted by the Recipient in accordance with its normal evaluation program as described in its proposal, as amended. In addition, from time-to-time A.I.D. Officers will, with prior notification to the PVO's headquarters, visit selected project sites. An independent midterm and/or final evaluation in collaboration with the Recipient will be carried out at either the midpoint of the program or not later than June of the last year of the Agreement. Special requirements for this project evaluation are delineated under "Substantial Involvement Understandings" below.

**1F. SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS**

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

**1F.1. Countries** - The following countries are approved for direct in-country program support under the Cooperative Agreement: **Bolivia, Burkina Faso, Ghana, Honduras, Mali, Nigeria, and Togo.** Other countries may be approved during the period of the grant. Such approval must be communicated by A.I.D. in writing after consultation with the relevant A.I.D. Mission.

**1F.2. Evaluation** - The scope of work for the independent midterm and/or final evaluation must be developed with and approved in writing by the A.I.D./FHA/PVC Project Officer. Selection of the evaluation team will be a joint decision of AID/FHA/PVC and the PVO. The Team Leader will be an external consultant contracted by AID/FHA/PVC. The Recipient is encouraged to provide at least one evaluator from its permanent staff for this evaluation(s). The A.I.D./FHA/PVC Project Officer is to participate in the pre- and post-evaluation briefings.

**1F.3.**        Detailed Implementation Plan: A Detailed Implementation Plan (DIP) will be required within six months of the signing of the Agreement. Specific instructions for the DIP will be communicated to the Recipient by the Project Officer.

**1F.4.**        Budget

**1F.4(a)**    Cost-Sharing Arrangement - The Recipient has agreed to expend from its non-Federal cash funds by the end of the life-of-project (LOP) period the amount of total cost-share/match expenditures specified in the Recipient Share columns of the budget. The Recipient is required to meet the requirements of the Standard Provision of this Agreement entitled "Cost Sharing (Matching)". The Recipient is required to report in its annual reports, in its incremental funding letters and the Financial Status Report Form SF 269, the total amount of cost sharing/matching to date. Although the Recipient is required to cost share/match on a life-of-project basis, it is also expected to expend those funds on a pro rata basis per year and not wait until the last year of the Agreement to expend its cost share/match.

**1F.4(b)**    Procurement - The Recipient is expected to use its own private cost-share/matching funds for all procurement of non-U.S. nonexpendable property estimated above \$500 each. This alleviates the requirement for a source/origin waiver and also places the title to property completely in the Recipient's name.

**1G.    PROCUREMENT AND (SUB)CONTRACTING**

**1G.1.**        Applicability

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

**1G.2.        Requirements**

**1G.2.(a)** In addition to other applicable provisions of this Cooperative Agreement, the Recipient shall comply with paragraph (b)(1) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services," concerning Cooperative Agreements funded under the Development Fund for Africa (DFA) and Cooperative Agreements with a total procurement value of less than \$250,000 under this Cooperative Agreement. However, paragraph (b)(1) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services" does not apply to:

**1G.2.(a)(1)**        The restricted goods listed in paragraph (a)(3) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services," which must be specifically approved by the Agreement Officer in all cases, except to the extent that such approval may be provided in Section 1I.4. below;

**1G.2.(a)(2)**        Paragraph (d) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services" pertaining to air and ocean transportation, to which the Standard Provisions entitled "Air Travel and Transportation" and "Ocean Shipment of Goods" apply, respectively;

**1G.2.(a)(3)**        Paragraph (c) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services;"

**1G.2.(a)(4)**        Construction implemented by U.S. firms, regardless of dollar value, which requires that at least 50% of the supervisors and other specified key personnel working at the project site must be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States; and

**1G.2.(a)(5)**        Engineering services, regardless of dollar value, which shall be limited to the United States (Geographic Code 000).

**1G.2.(b)** Paragraph (b)(2) of the Standard Provision entitled "AID Eligibility Rules for Goods and Services" does not apply.

**1G.3.        Approvals**

Inclusion of costs in the budget of this Cooperative Agreement for the purchase of nonexpendable equipment obviates neither the requirement of Section J.13. of OMB Circular A-21 (for educational institutions) or Section 13 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than

educational institutions) for prior approval of such purchases by the Agreement Officer, nor any other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 1I.2. below.

**1G.4. Title to Property**

Title to property acquired hereunder shall vest in the Recipient, subject to the requirements of the Standard Provisions of this Cooperative Agreement entitled "Title To and Use of Property (Grantee Title)" regarding use, accountability, and disposition of such property, except to the extent that disposition of property may be specified in Section 1I. below.

**1H. INDIRECT COST RATES**

**1H.1.** Pursuant to the Standard Provision of this Cooperative Agreement entitled "Negotiated Indirect Cost Rates - Provisional (Nonprofits)," an indirect cost rate or rates shall be established for each of the Recipient's accounting periods which apply to this Cooperative Agreement. Pending establishment of final or revised provisional indirect cost rates, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below:

<u>Type</u>	<u>Rate</u>	<u>Base</u>
On Site/Off-Site	13.00%	<u>1/</u>
<u>1/</u>	Base of Application: Total cost excluding G&A expense	

**1I. SPECIAL PROVISIONS**

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

**1I.1.(a) Employee Salaries**

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

**1I.1.(b) Consultant Fees**

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

**1I.2. Publications**

**1I.2(a)** The Recipient agrees to provide one copy of the manuscript of any proposed publication to the A.I.D. Project Officer not later than submission to the publisher, and to give serious consideration to any comments received from the A.I.D. Project Officer.

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

**1I.2(c)** If A.I.D. does not choose to disclaim endorsement or dissociate itself from sponsorship or publication, the Recipient shall, in accordance with the Standard Provision of this Cooperative Agreement entitled "Publications," acknowledge A.I.D. support as follows:

"This publication was made possible through support provided by the Office of \_\_\_\_\_, Bureau \_\_\_\_\_, U.S. Agency for International Development, under Cooperative Agreement No. FAO- -A-00- -00."

**1I.2(d)** In addition to providing one copy of all published works and lists of other written work produced under this Cooperative Agreement to the A.I.D. Project Officer, as required by paragraph (b) of the Standard Provision of this Cooperative Agreement entitled "Publications," the Recipient shall also provide two copies of such publications and lists to A.I.D., POL/CDIE/DI, Washington, D.C. 20523-1802.

**1I.3. Equipment Purchases**

**1I.3.(a) Requirement for Prior Approval**

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

**1I.3.(a)(1) General Purpose Equipment**, which is defined as an article of nonexpendable tangible personal property which is usable for other than research, medical, scientific or technical activities, whether or not special modifications are needed to make them suitable for a particular purpose (e.g., office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment), having a useful life of more than two years and an acquisition cost of \$500 or more per unit; and

**1I.3.(a)(2) Special Purpose Equipment**, which is defined as an article of nonexpendable tangible personal property, which is used only for research, medical, scientific, or technical activities (e.g., microscopes, x-ray machines, surgical instruments, and spectrometers), and which has a useful life of more than two years and an acquisition cost of \$1,000 or more per unit.

**1I.3.(b) Approvals**

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

N/A

**1I.3.(c) Exception for Automation Equipment**

Any approval for the purchase of automation equipment which may be provided in Section 1I.3.(b) above or subsequently provided by the Agreement Officer is not valid if the total cost of purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder will exceed \$100,000. The Recipient must, under such circumstances, obtain the approval of the Agreement Officer for the total planned system of any automation equipment, software, or related services.

**1I.3.(d) Compliance with A.I.D. Eligibility Rules**

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

**1I.4. Restricted Goods**

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

**1I.4.(a) Agricultural Commodities**

Agricultural commodities may be purchased provided that they are of U.S. source (generally, the country from which the commodities are shipped) and origin (generally, the country in which the commodities are mined, grown, or produced) and purchased from a U.S. supplier, except that wheat, rice, corn, soybeans, sorghums, flour, meal, beans, peas, tobacco, hides and skins, cotton, vegetable oils, and animal fats and oils cannot be purchased under any circumstances without the prior written approval of the Agreement Officer. However, if this Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), procurement of agricultural commodities from Special Free World countries (Geographic Code 935) is authorized, except that procurement of agricultural commodities outside the United States must have advance written approval of the Agreement Officer when the domestic price of the commodity is less than parity, unless the commodity cannot reasonably be procured in the U.S. in order to meet the needs of the project.

**1I.4.(b) Motor Vehicles**

Motor vehicles, if approved for purchase under Section 1I.4.(b) above or subsequently approved by the Agreement Officer, must be of U.S. manufacture and must be of at least 51% U.S. componentry.

The source of the motor vehicles, and the nationality of the supplier of the vehicles, must be in accordance with Section 1G.2. above. Motor vehicles are defined as self-propelled vehicles with passenger carriage capacity, such as highway trucks, passenger cars and busses, motorcycles, scooters, motorized bicycles, and utility vehicles. Excluded from this definition are industrial vehicles for materials handling and earthmoving, such as lift trucks, tractors, graders, scrapers, and off-the-highway trucks. However, if this Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), the procurement of non-U.S. vehicles shall be held to an absolute minimum.

#### **1I.4.(c) Pharmaceuticals**

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

#### **1I.4.(d) Pesticides**

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

#### **1I.4.(e) Rubber Compounding Chemicals and Plasticizers**

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

**1I.4.(f) Used Equipment**

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

**1I.4.(g) Fertilizer**

Fertilizer may be purchased if it is either purchased in the U.S. and used in the U.S., or if it is purchased in the cooperating country with local currency for use in the cooperating country. Any fertilizer purchases which do not comply with these limitations must be approved in advance by the Agreement Officer. However, if this Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), procurement of fertilizer from Special Free World countries (Geographic Code 935) is authorized; provided, however, that procurement of more than 5,000 tons of non-U.S. fertilizer must have the advance written approval of the Agreement Officer.

**1I.5. Limitation on Use of Funds**

**1I.5.(a)** The Recipient shall not utilize funds provided by A.I.D. for any testing or breeding feasibility study, variety improvement or introduction, consultancy, publication, conference or training in connection with the growth or production in countries other than the United States of an agricultural commodity for export which would compete with a similar commodity grown or produced in the United States.

**1I.5.(b)** The reports described in Section 1E.2. shall contain a statement indicating the projects or activities to which United States funds have been attributed, together with a brief description of the activities adequate to show that United States funds have not been used for the purpose in Section 1I.5.(a) above.

**1I.5.(c)** The Recipient agrees to refund to A.I.D. upon request an amount equal to any United States funds used for the purposes prohibited by Section 1I.5.(a) above.

**1I.5.(d)** No funds provided by A.I.D. under this Cooperative Agreement shall be used to provide assistance, either directly or indirectly, to any country ineligible to receive assistance pursuant to the Foreign Assistance Act as amended, related appropriations acts, or other statutes and Executive Orders of the United States (also see the Standard Provision of this Cooperative Agreement entitled "Ineligible Countries").

**1J. Closeout Procedures**

**1J.1.**

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

**1.J.2.**

The following definitions shall apply for the purpose of this paragraph.

**1.J.2.(a) Closeout** The closeout of a grant or cooperative agreement is the process by which A.I.D. determines that all applicable administrative actions and all required work of the grant or cooperative agreement have been completed by the recipient and A.I.D.

**1.J.2.(b) Date of completion** The date of completion is the date on which all work under grants and cooperative agreements is completed or the date on the award document, or any supplement or amendment thereto, on which A.I.D. sponsorship ends.

**1.J.2.(c) Disallowed Costs** Disallowed costs are those charges to a grant or cooperative agreement that A.I.D. or its representatives determines to be unallowable, in accordance with the applicable Federal cost principles or other conditions contained in the grant or cooperative agreement.

**1.J.3.** A.I.D. closeout procedures include the following requirements:

**1.J.3.(a)** Upon request, A.I.D. shall make prompt payments to a recipient for allowable reimbursable costs under the grant or cooperative agreement.

**1.J.3.(b)** The recipient shall immediately refund any balance of unobligated (unencumbered) cash that A.I.D. advanced or paid and that is not authorized to be retained by the recipient for use in other grants or cooperative agreements.

**1.J.3.(c)** A.I.D. shall obtain from the recipient within 90 calendar days after the date of completion of the grant or cooperative agreement all financial, performance, and other reports required as the condition of the grant or cooperative agreement. A.I.D. may grant extensions when requested by the recipient.

1.J.3.(d) When authorized by the grant or cooperative agreement, A.I.D. shall make a settlement for any upward or downward adjustments to A.I.D.'s share of costs after these reports are received.

1.J.3.(e) The recipient shall account for any property acquired with A.I.D. funds, or received from the Government in accordance with the provisions of paragraph 1T of A.I.D. Handbook 13.

1.J.3.(f) In the event a final audit has not been performed prior to the closeout of the grant or cooperative agreement, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

**1K. RESOLUTION OF CONFLICTS**

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

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

**1L. STANDARD PROVISIONS**

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

**1L.1. Mandatory Standard Provisions For U.S., Nongovernmental Recipients**

- ( X ) Allowable Costs (November 1985)
- ( X ) Accounting, Audit, and Records (August 1992)
- ( X ) Refunds (September 1990)
- ( X ) Revision of Grant Budget (November 1985)
- ( X ) Termination and Suspension (August 1992)
- ( X ) Disputes (August 1992)
- ( X ) Ineligible Countries (May 1986)
- ( X ) Debarment, Suspension, and Other Responsibility Matters (August 1992)
- ( X ) Nondiscrimination (May 1986)
- ( X ) U.S. Officials Not to Benefit (November 1985)

- ( X ) Nonliability (November 1985)
- ( X ) Amendment (November 1985)
- ( X ) Notices (November 1985)
- ( X ) Metric System of Measurement (August 1992)

**1L.2. Optional Standard Provisions For U.S., Nongovernmental Recipients**

- ( X ) OMB Approval Under the Paperwork Reduction Act (August 1992)
- ( X ) Payment - Letter of Credit (August 1992)
- ( ) Payment - Periodic Advance (January 1988)
- ( ) Payment - Cost Reimbursement (August 1992)
- ( X ) Air Travel and Transportation (August 1992)
- ( ) Ocean Shipment of Goods (August 1992)
- ( X ) Procurement of Goods and Services (November 1985)
- ( X ) AID Eligibility Rules for Goods and Services (June 1993)
- ( ) Subagreements (August 1992)
- ( X ) Local Cost Financing (June 1993)
- ( ) Patent Rights (August 1992)
- ( X ) Publications (August 1992)
- ( ) Negotiated Indirect Cost Rates - Predetermined (August 1992)
- ( X ) Negotiated Indirect Cost Rates - Provisional (Nonprofits) (August 1992)
- ( ) Negotiated Indirect Cost Rates - Provisional (For-Profits) (August 1992)
- ( X ) Regulations Governing Employees (August 1992)
- ( X ) Participant Training (August 1992)
- ( X ) Voluntary Population Planning (June 1993)
- ( X ) Protection of the Individual as a Research Subject (August 1992)
- ( ) Care of Laboratory Animals (November 1985)
- ( X ) Title To and Use of Property (Grantee Title) (November 1985)
- ( ) Title To and Care of Property (U.S. Government Title) (November 1985)
- ( ) Title To and Care of Property (Cooperating Country Title) (November 1985)
- ( X ) Cost Sharing (Matching) (August 1992)
- ( X ) Use of Pouch Facilities (August 1992)
- ( X ) Conversion of United States Dollars to Local Currency (November 1985)
- ( X ) Public Notices (August 1992)
- ( X ) Rights in Data (August 1992)

**1L.3. ALTERATION IN STANDARD PROVISION**

Optional Standard Provision No. 18 entitled "Voluntary Population Planning" is hereby amended to delete paragraph (d) entitled "Ineligibility of Foreign Nongovernmental Organizations That Perform or Actively Promote Abortion As A Method of Family Planning" in its entirety. The Mexico City Policy was repealed by Presidential directive signed on January 22, 1993.

**1M. COST SHARING AND OTHER CONTRIBUTIONS**

**1M.1.** The Recipient intends to expend an amount not less than (a) the amount shown in the budget of this Cooperative Agreement for financing by the Recipient and/or others from non-federal funds (see Sections 1D. and/or 1H.), and (b) the amount shown in the budget of this Cooperative Agreement for financing by the Recipient and/or others from other federal funds.

**1M.2.** The Standard Provision of this Cooperative Agreement entitled "Cost Sharing (Matching)" makes reference to project costs. "Project Costs" are defined in Attachment E of OMB Circular A-110 as all allowable costs (as set forth in the applicable cost principles [see the Standard Provision of this Cooperative Agreement entitled "Allowable Costs"]) incurred by a Recipient and the value of in-kind contributions made by the Recipient or third parties in accomplishing the objectives of this Cooperative Agreement during the program period.

**1M.3.** The restrictions on the use of A.I.D. funds provided hereunder, as set forth in this Cooperative Agreement, do not apply to cost-sharing (matching) or other contributions unless such restrictions are stated in the applicable federal cost principles and/or imposed by the source of such cost-sharing (matching) funds or other contributions.

PROGRAM DESCRIPTION

The Recipient's proposal entitled "Credit with Education for Women", as amended, is incorporated herein by reference. Excerpts therefrom are included herein as the Program Description (Attachment 2) and is made a part of this Cooperative Agreement. In the event of an inconsistency, the Program Description shall take precedence over the Recipient's proposal.

A. Program Goal

The goal of the proposed grant is to help the vulnerable poor to manage the immediate causes of their chronic hunger and malnutrition through the creation of income and ~~employment~~ *education* opportunities for the poor of developing nations.

B. Purpose

The purpose of the proposed Agreement is to provide support for Freedom From Hunger to motivate large numbers of very poor, rural women in seven developing countries to change their behavior to: earn and use income to gain access to adequate quality and quantity of food for themselves and their families, especially their younger children; breastfeed their infants for the first six months; practice contraception; manage diarrheal episodes; and seek the full immunization series locally available.

C. Principal Activities

To accomplish the goal and purpose, Freedom From Hunger (FFH) plans to use a unique combination of poverty lending (small-scale productive credit to the very poor) and nonformal adult education (for better maternal/child health and nutrition) - Credit with Education. The credit provides both a direct economic benefit and a vehicle for promoting behavior change for better health and nutrition among very poor, rural women and their families.

Specifically, FFH will strengthen the nonformal adult education component of the Credit with Education Strategy, especially by incorporating a new emphasis on family planning information, education and communication, and on community-based distribution of contraceptive supplies where they are not otherwise available. FFH intends to demonstrate that programs can be scaled up to "high performance" levels. This means that each program will develop the indigenous institutional capability to deliver critically important benefits to many thousands of very poor women at a cost that can be borne mostly or even fully by the revenue generated by the program itself.

*9/7/93*

FFH plans to develop these large-scale demonstration programs in seven countries: Bolivia, Burkina Faso, Ghana, Honduras, Mali, Togo and Nigeria.

D. PROGRAM MANAGEMENT

Ellen Vor Der Bruegge, Vice President for Programs, with Freedom From Hunger will be principally responsible for the overall management and implementation of the Matching Grant Program.

SPECIAL PROVISION

RESTRICTIONS ON LOBBYING

RESTRICTIONS ON LOBBYING

Subpart A - General

Sec.

- 227.100 Conditions on use of funds.
- 227.105 Definitions.
- 227.110 Certification and Disclosure.

Subpart B - Activities by Own Employees

- 227.200 Agency and legislative liaison.
- 227.205 Professional and technical services.
- 227.210 Reporting.

Subpart C - Activities by Other than Own Employees

- 227.300 Professional and technical services.

Subpart D - Penalties and Enforcement

- 227.400 Penalties.
- 227.405 Penalty procedures.
- 227.410 Enforcement.

Appendix A to Part 227 - Certification Regarding Lobbying  
Appendix B to Part 227 - Disclosure Form to Report Lobbying

Authority: Section 319, Public Law 101-121 (31 U.S.C. 1352); [citation to Agency rulemaking authority].

Cross reference: See also Office of Management and Budget notice published at 54 FR 523-6. December 20, 1989.

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(a) No appropriated funds may be expended by the recipient of a 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in Appendix A, that the person has not and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form, set forth in Appendix B, if such person has or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in Appendix A, that that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in Appendix B, if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Definitions.

Purposes of this part:

(a) 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(i).

(b) Covered Federal action means any of the following Federal actions:

- (1) The awarding of any Federal contract;
(2) The making of any Federal loan;
(3) The making of any Federal grant;
(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. Loan guarantees and loan insurance are addressed separately within this part.

(c) Federal contract means an acquisition contract awarded by an agency, including those subject to the Federal Acquisition Regulation (25 U.S.C. 4508), and any other acquisition contract for real or personal property services not subject to the FAR.

(d) Federal cooperative agreement means a cooperative agreement entered into by an agency.

(e) Federal grant means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government through direct appropriation made by law to any person. The term does not include technical assistance which provides services instead of money, other assistance in the form of revenue sharing, loans, loan guarantees, loan insurance, interest subsidies, insurance, or direct Federal cash assistance to an individual.

(f) Federal loan means a loan made by an agency. The term does not include loan guarantee or loan insurance.

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

(h) 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.

(i) Loan guarantee and loan insurance mean an agency's guarantee or insurance of a loan made by a person.

(j) Local government means a unit of government in a State and, if Federally 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 labor group representative organization, and any other instrumentality of local government.

(k) 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 under 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 5303, 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.

organization. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(m) 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.

(n) 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.

(o) Recipient includes all contractors, subcontractors at any tier, and sub grantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(p) Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement or a commitment providing for the United States to insure or guarantee a loan, 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, grant, loan, cooperative agreement, loan insurance commitment, or loan guarantee commitment. 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.

(q) 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.

5227.110 Certification and Disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) 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 paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) 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
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
(2) A subcontract, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at 1989 or the date of covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either Subpart B or C.

(a) The prohibition on the use of appropriated funds, in §227.100(a), 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, grant, loan, or cooperative agreement 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:

- (1) 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,
- (2) 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 agencies and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

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

(e) Only those activities expressly authorized by this section are allowable under this section.

7.205 Professional and technical services.

(a) The prohibition on the use of appropriated funds, in §227.100(a), 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, grant, loan, or cooperative agreement or an extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement 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, grant, loan, or cooperative agreement or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan, or cooperative agreement.

(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 award 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 this section are allowable under this section.

7.210 Reporting.

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

part C - Activities by Other than Own Employees

7.300 Professional and technical services.

(a) The prohibition on the use of appropriated funds, in §227.100(a), does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract, grant, loan, or cooperative agreement or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan, or cooperative agreement.

(b) The reporting requirements in §227.110 (a) and (b) regarding filing a disclosure form by each person, if required, shall not apply with respect to professional or technical services rendered directly in the preparation, submission, or negotiation of any commitment providing for the United States to insure or guarantee a loan.

or 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.

(d) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award 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.

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

(f) Only those services expressly authorized by this section are allowable under this section.

Subpart D - Penalties and Enforcement

§227.400 Penalties.

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

(b) Any person who fails to file or amend the disclosure form (see Appendix B) to be filed or amended if required herein, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) A filing or amended filing on or after the date on which an administrative action for the imposition of a civil penalty is commenced does not prevent the imposition of such civil penalty for a failure occurring before that date. An administrative action is commenced with respect to a failure when an investigating official determines in writing to commence an investigation of an allegation of such failure.

(d) In determining whether to impose a civil penalty, and the amount of any such penalty, by reason of a violation by any person, the agency shall consider the nature, circumstances, extent, and gravity of the violation, the effect on the ability of such person to continue in business, any prior violations by such person, the degree of culpability of such person, the ability of the person to pay the penalty, and such other matters as may be appropriate.

(e) First offenders under paragraphs (a) or (b) of this section shall be subject to a civil penalty of \$10,000, absent aggravating circumstances. Second and subsequent offenses by persons shall be subject to an appropriate civil penalty between \$10,000 and \$100,000, as determined by the agency head or his or her designee.

(f) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

§227.405 Penalty procedures.

Agencies shall impose and collect civil penalties pursuant to the provisions of the Program Fraud and Civil Remedies Act, 31 U.S.C. sections 3803 (except subsection (c)), 3804, 3805, 3806, 3807, 3808, and 3812, insofar as these provisions are not inconsistent with the requirements herein.

§227.410 Enforcement.

The head of each agency shall take such actions as are necessary to ensure that the provisions herein are vigorously implemented and enforced in that agency.

Best Available Copy

Appendix A to Part 227 - Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to 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 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix B to Part 227 - Disclosure Form to Report Lobbying.  
[See attached.]

**Best Available Copy**



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

APP. 3B, CH. 3, REG. 101.101-101.101  
**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_

of \_\_\_\_\_

**PVO ANNUAL REPORTING GUIDELINES**

Matching Grant Program

PVO ANNUAL REPORTING GUIDELINES

Specific guidelines are to be followed when submitting annual reports for grants funded by FVA/PVC. Annual report information should be written and organized in accordance with this guidance and outlined format. A Summary and a Table of Contents should introduce the annual report. Reports should cover each section and sub-section of the outline. If any portion of the outline is inapplicable, an explanation should be included. Pages should be numbered. It is understood that the suggested page number guidance will vary depending on the number of countries, etc. A completed Form 1550-11 should be submitted for each sub-project of a grant (Sample is Annex C).

Reports submitted in the first, mid-course, and final years of grants should differ in the attention devoted to the different report outline sections. First-year reports are to focus special attention on Sections II and III: are all preconditions met? are all inputs in place? are inputs functioning as planned? etc. The first year report is also to include the more finalized project implementation, monitoring and evaluation plans including detailed baseline data, critical indicators, and targets. Mid-course reports are to focus special attention on Sections IV and V: the status of outputs, critical indicators, and benchmark findings. In final year reports, greater reflection and breadth is expected in Sections I, II, III, VII and VIII: identifying lessons learned, program areas needing strengthening, targets reached, and impact measurements.

Annual reports are due to the PVO's FVA/PVC Project Officer thirty days before the anniversary date of the grant each year. Please submit 10 copies plus one for the A.I.D. mission in each primary target country in the grant. The report period to be covered is the full year. What is expected to be accomplished in the remaining month should be included.

OUTLINE FOR PVO ANNUAL REPORTS

Summary of Program, Administrative, and Financial Status  
(1 page)

Table of Contents

I. Background to Grant and Project Context (2-3 pages)

1. Describe the PVO's organizational purpose, approach, and special capability. What were the socio-economic-

political conditions and circumstances which gave rise to the project and each country program? What was the essence of the problem? What were the express needs of beneficiaries, participants, the PVO, etc. What gender concerns need attention?

2. What local or other resources were available to meet the above needs? Why was external funding necessary?

## II. Project Methodology (2-3 pages)

1. Summarize the grant project goal, purpose, objectives, approach, methodology, and strategy? What are the key inputs for achieving this strategy? Who are the target groups? What are the expected outputs and products? How does strategy involve women as both participants and beneficiaries?

2. For the project generally, provide a comparison of actual accomplishments with those originally proposed for the period of the report. Include gender accomplishments. State the reasons for any variance.

## III. Monitoring and Evaluation (1-2 pages)

1. Describe and discuss PVO refinements, changes, and additions to the following monitoring and evaluation information from that originally presented in the PVOs proposal:

- a. baseline data
- b. targets
- c. critical indicators of effectiveness
- d. benchmarks of project progress
- e. monitoring plan
- f. evaluation plan

2. Describe the status of midterm assessment and final evaluation. Specifically address gender concern status and results.

IV. Review and Analysis of Project Results by Country  
(5-10 pages)

1. Describe for each country for the report period:
  - a. the specific outputs achieved in each country
  - b. effect on target groups disaggregated by gender.
  - c. problems encountered and how they have been addressed
  - d. impact on local institutions, local policy, and people (disaggregate by gender) outside the project
  - e. unintended effects.
2. For each country, provide a comparison of actual accomplishments with those originally proposed for the period of the report. State the reasons for any variance. Discuss any anticipated problems in meeting the final project objectives and PVO's plans to deal with these.

V. Management: Review and Analysis of Headquarters/Support Functions (2-5 pages)

1. Describe for the reporting period:
  - a. project planning and management activities
  - b. staff resources (management and technical)
  - c. training (disaggregated by staff and beneficiary and gender)
  - d. logistical support
  - e. technical assistance
  - f. project fund-raising and marketing
  - g. role of the Board of Directors
  - h. development education
2. For each of the above, provide a comparison of actual accomplishments with those originally proposed for the period of the report. State reasons for any variance. Discuss problems encountered and how they have been addressed. Discuss any anticipated problems in meeting final project objectives and PVO's plans to deal with these.

VI. Financial Report (2-4 pages)

1. Provide completed, updated, Project Financial Overview and PVO Organizational Financial Overview (format charts attached as Annex A and B).

2. Compare the proposed budget with actual expenditures, both A. I. D. and PVO, for all project years to date, and, provide update estimates for remaining project years. Discuss any actual and/or anticipated variance from the proposed budget line items.

3. Discuss the status, usual timing and rate of letter-of-credit drawdowns. Provide analysis and explanation of any actual and/or anticipated changes in the rate of drawdown as well as cost overruns or unusually high expenses.

4. Provide a brief discussion of fund-raising plans and activities: main sources, status, and actual or anticipated problems, if any.

5. Provide a discussion of PVO cost-share: status; any actual or anticipated problems in meeting agreed cost-share, annual and total. Include corrective measures planned or taken.

**VII. Lessons Learned and Long-Term Project Implications**  
(4-10 pages)

1. Estimates of project costs and benefits
2. Institution building assessment
3. Estimate of sustainability
4. Benefit distribution (disaggregate by gender)
5. Local participation (disaggregate by gender)
6. Leadership development (disaggregate by gender)
7. Innovation and technology transfer
8. Policy implications
9. Collaboration/networking with other agencies
10. Replication potential of project approach and activities.

**VIII. Recommendations (2 pages)**

1. To project leadership and PVO
2. To country and local leaders
3. To donors or other organizations seeking similar impacts

**IX. Attachments to Annual Reports**

1. Country data sheets (see attached Form 1550-11)
2. Original logical framework (or other project design summary), and any modifications
3. Any detailed addenda amplifying textual material
4. Tables, lists, samples of publications, etc.

## FINANCIAL PROFILE OF THE PROJECT

### A. BUDGETED VERSUS ACTUAL EXPENDITURES

<u>Project Elements</u>	A. I. D.		(Year)*		PVO
	<u>Budget</u>	<u>Expend.</u>	<u>Budget</u>	<u>Expend.</u>	
List here the same line items that are in the summary budget of your final project proposal.	\$ XXX	\$ XXX	\$ XXX	\$ XXX	\$ XXX
	\$ XXX	\$ XXX	\$ XXX	\$ XXX	\$ XXX
	\$ XXX	\$ XXX	\$ XXX	\$ XXX	\$ XXX
<b>TOTAL PROJECT</b>	<b>\$ XXX</b>	<b>\$ XXX</b>	<b>\$ XXX</b>	<b>\$ XXX</b>	<b>\$ XXX</b>

### B. SOURCES OF PROJECT FUNDS FOR THE PVO\* (Same Year as above)

A.I.D. Matching Grant	\$ XXXXX
Private	
Cash	XXXXX
In-kind	XXXXX
Host and Other Governments	
Cash	XXXXX
In-kind	XXXXX
Other A.I.D. Grants/Contracts**	XXXXX
Other U. S. Government** (e. g., Peace Corps)	XXXXX
Other** (specify, e.g., PACT, CODEL, IDB, etc.)	XXXXX
<b>TOTAL</b>	<b>\$ XXXXXX</b>

\*Prepare this chart for each year of the grant as well as a summary table for the life of the grant.

\*\*Provide separate list by country giving grant/contract number, amount, years of funding.

FINANCIAL PROFILE OF THE PVU

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3*</u>
A. <u>Program Expenditures:</u>			
Small Project Grants	\$ XXX	\$ XXX	\$ XXX
Training	XXX	XXX	XXX
Sectoral Strategy Dev.	XXX	XXX	XXX
Disaster Relief	XXX	XXX	XXX
Evaluation	XXX	XXX	XXX
Program Management	XXX	XXX	XXX
Indirect Costs	XXX	XXX	XXX
 TOTAL WORLDWIDE PROGRAM	 \$ XXXX	 XXXX	 XXXX
 B. <u>Sources of Funds:</u>			
A.I.D. Matching Grant	\$ XXX	\$ XXX	\$ XXX
Private			
Cash	XXX	XXX	XXX
In-kind	XXX	XXX	XXX
Host/Other Governments			
Cash	XXX	XXX	XXX
In-kind	XXX	XXX	XXX
Other A.I.D. Grants or Contracts	XXX	XXX	XXX
Other U. S. Government (e. g., Peace Corps)	XXX	XXX	XXX
Other (specify) (PACT, CODEL, IDB, etc.)	XXX	XXX	XXX
 TOTAL	 \$ XXXX	 \$ XXXX	 \$ XXXX

\*continue for each year of the grant

Wang #1464P



## INSTRUCTIONS

1. For Official Use Only – To be completed by AID official **ONLY**.
2. Project Information (Primary) -- Self-explanatory. Complete all boxes.
3. AID Obligation By A.D-FY (\$000) – To be completed by AID official **ONLY**.
4. Activity Description – Provide narrative (*i.e., sectoral emphasis, description of beneficiaries, program description*). Limit to space provided.
5. Status – Provide narrative (*i.e., accomplishments to date, verifiable impact, completed or scheduled evaluations and date of writing*). Limit to space provided.
6. Country Information (Secondary) -- Self-explanatory. Complete all boxes.
7. Country Funding Information (\$000) – Include data for all fiscal years of the grant (*identify in thousands of dollars*). Dollar figures (\$000) for all completed years of the grant should indicate expenditures. Dollar figures (\$000) for all current and future years should indicate projections.

## OMB STATEMENT

The data contained in this form is being requested as an input for the Agency for International Development's (A.I.D) Private and Voluntary (PVO) Information System. The purpose of this system is to:

- Broker information between PVOs and A.I.D. through an active two-way information flow;
- Create an institutional memory which can provide information on such questions as PVO activities and A.I.D. funding levels - which PVOs are doing what and where, with what amount of A.I.D. funding;
- Improve accuracy, responsiveness, and turnaround time to inquiries about PVOs and A.I.D. - funded PVO activities; and,
- Disseminate information about A.I.D.'s PVO programs to meet Agency information and reporting requirements to the Congress and the public on PVO activities, A.I.D. funding levels and PVO capabilities.

Completion of this form is a mandatory requirement under the Conditions of Registration as outlined in Part 201, Chapter II, Title 22, Code of Federal Regulations, as amended as of November 30, 1982.

**PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES (PIO/T)\***

1. Cooperating Country <b>Centrally Funded</b>	2. PIO/T No. 938-0158-3681005	3. PIO/T Amend No. <b>Original</b>
4. Project/Activity No. and Title <b>938-0158 Matching Grant Program Freedom From Hunger (FFH)</b>	5. Appropriation Symbol(s) 72-1131021.1	6. Budget Plan Code(s) EDVA-93 16850 KG11 341-38-099-00-76-31
7. Pro Ag No. or Project Authorization Date	8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	
9. Project Assistance Completion Date (Month, Day, Year) <b>9/31/98</b>	10. Authorized Agent <b>AID/W - FA/OP</b>	

11. Type of Action and Governing A.I.D. Handbook A. A.I.D. Contract (HB14)                      C. PASA/RSSA (HB 12) B. A.I.D. Grant or Cooperative Agreement (HB 13)                      D. Other <b>[B]</b>	12. Contract/Grant/Cooperative Agreement/ Reference Number (if this PIO/T is for an order or a modification to an award) <b>New</b>
---	--

13. A.I.D. Funding (Attach a detailed budget in support of column (2) as Attachment A.

	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
A. Dollars	0	700,000	0	700,000
B. U.S.-Owned Local Currency				0

214. Mission References

15. Instructions to Authorized Agent **FA/OP** is requested execute a 5-year assistance agreement with Freedom From Hunger (FFH) effective 10/1/93 through 9/31/98. Initial funding of \$700,000 is provided for expenditures during the first 12 months. Depending on availability of funds and progress in the program satisfactory to A.I.D., additional annual increments of funding will be provided, up to a total of \$3,000,000.

Please clear assistance agreement with Devorah Miller, PVC Project Officer, before sending to PVO.

16. Address of Voucher Paying Office **FA/FM/CMP/DC, Room 700, SA-2, Washington, D.C. 20523**  
**FA/FM/A/NPA & PA**

17. Clearances - Include typed name, office symbol, and date for all clearances

A. The Project Officer certifies (1) that the specifications in the statement of work or program description are technically adequate, and (2) that (for contract actions only) all program personnel who are defined as procurement officials under 41 U.S.C 423 have signed the Procurement Integrity Certification (OF-333).

Signature *Devorah Miller* **FHA/PVC**                      Date: **4/28/93**  
ACTION: *[Signature]*  
DATE: **4/30/93**      Phone No: **(703) 351-0219**      RA

B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.  
 Signature: *Lenora Wallington* **FHA/PVC**                      Date: \_\_\_\_\_  
 Signature: *Sallie Jones* **FHA/PVC**                      Date: **4/29/93**

D. Funds for the services requested are available  
 Signature: \_\_\_\_\_                      Date: \_\_\_\_\_  
 Signature: *Emmalita Jefferson* **FHA/PPE**                      Date: **4-29-93**

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

19. For the Agency for International Development:  
 Signature: *Larry Tanner* **FHA/PPE**                      Title: **Acting Director**                      Date: **4-29-93**

**FOR CONTRACT ACTIONS ONLY: SOURCE SELECTION INFORMATION--SEE FAR 3.104. THIS DOCUMENT, OR PORTIONS THEREOF, CONTAINS PROPRIETARY OR SOURCE SELECTION INFORMATION RELATED TO THE CONDUCT OF A FEDERAL AGENCY ACQUISITION, THE DISCLOSURE OF WHICH RESTRICTED BY LAW (41 U.S.C. 423). UNAUTHORIZED DISCLOSURE OF THIS INFORMATION MAY SUBJECT BOTH THE DISCLOSER AND RECIPIENT CONTRACTUAL, CIVIL, AND/OR CRIMINAL PENALTIES AS PROVIDED BY LAW.**  
**FOR OTHER ACTIONS: UNAUTHORIZED DISCLOSURE OF PROPRIETARY OR SOURCE SELECTION INFORMATION MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.**