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UNITED STATES OF AMERICA

AGENCY FOR INTERNATIONAL DEVELOPMENT

REGIONAL ECONOMIC DEVELOPMENT SERVICES OFFICE  
FOR EAST AND SOUTHERN AFRICA (REDSO/ESA)

Regional Office  
USAID/REDSO/ESA  
1117 14th St  
Washington, D.C. 20547

ENTERED

NOV 29 1993

Section

December 2, 1992

Mr. Len Le Roux, Deputy Director  
The Rossing Foundation  
P.O. Box 20746  
Windhoek 9000, Namibia

Subject: Cooperative Agreement No. 623-0004-A-00-3016-00

Namibia - Reaching Out With Education To Adults in  
Development (READ) Project No. 673-0004

Dear Mr. Le Roux:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to The Rossing Foundation, (hereinafter referred to as "Rossing" or "Recipient") the sum set forth in Section 1C.2 of Attachment 1 of this Cooperative Agreement. This sum is to provide support for Rossing's program of Rural Community-Based Non-Formal Environmental Education For Namibia. This program is fully described in Attachment 1 of this Cooperative Agreement with Rossing entitled "Schedule" and Attachment 2 entitled "Program Description."

This Cooperative Agreement is effective and obligation is made as of the date set forth in Section 1B of this Cooperative Agreement and shall apply to commitments made by the Recipient in furtherance of program objectives for the indicated period set forth in Section 1B of Attachment 1 of this Cooperative Agreement. Commitments made by the Recipient shall not extend beyond the indicated period.

This Cooperative Agreement is made between USAID and Rossing on condition that the funds will be administered in accordance with the terms and conditions as set forth in this Cover Letter, Attachment 1 entitled "Schedule", Attachment 2 entitled "Program Description", and Attachment 3 entitled "Standard Provisions", which together constitute the complete Cooperative Agreement document and have been agreed to by your organization.

11/11/92

Please sign the original and six (6) copies of this letter to acknowledge your acceptance of this Cooperative Agreement, retain one copy for your records, and return the original and five (5) copies to the undersigned.

Sincerely yours,



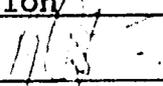
Kimberley M. Kester  
Regional Agreement Officer  
REDSO/ESA

**Attachments:**

1. Schedule
2. Program Description
- ~~3. Standard Provisions~~
4. Certifications
5. Budget

**ACKNOWLEDGED:**

The Rossing Foundation

BY: 

TYPED NAME: Mr. Len Le Roux JUNCIA B. ADON

TITLE: Deputy Director, The Rossing Foundation

DATE: 22nd December, 1992

FISCAL DATA

A. General

A.1. Total Estimated Amount: \$1,500,000  
A.2. Total Obligated Amount: \$ 800,000  
  
A.3. Project No. : 673-0004  
A.4. Project Office : USAID/Namibia  
A.5. Funding Source : USAID/Namibia, DFA  
A.6. Paying Office : USAID/Namibia, Controller  
A.7. DUNS Number : N/A  
A.8. Tax I.D. Number : N/A  
A.9. Letter of Credit No. : N/A

B. Specific

B.1.(a) PIO/T No. : 673-0004-3-20009 - \$800,000  
B.1.(b) Appropriation : 72-112/31014  
B.1.(c) BPC : GSS2-92-21673-KG13  
B.1.(d) RCN : N200401  
B.1.(e) ECN : N920490 Element 04

SCHEDULE

**1A. PURPOSE OF COOPERATIVE AGREEMENT**

The purpose of this Cooperative Agreement with Rossing is to provide support for Fossing's Rural Community-Based Non-Formal Environmental Education Program in Namibia. This program is more fully described in Attachment 2 of this Cooperative Agreement entitled "Program Description".

**1B. PERIOD OF COOPERATIVE AGREEMENT**

The effective date of this Cooperative Agreement is October 1, 1992 and the estimated completion date is December 31, 1998. Funds obligated hereunder are authorized for program expenditures beginning October 1, 1992 and are anticipated to be sufficient through September 30, 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 above, is \$1,500,000.

**1C.2.** A.I.D. hereby obligates the amount of \$800,000 for program expenditures during the indicated period set forth in Section 1B. above. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

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

**1C.4.** Documentation required by the payment provision noted above shall be submitted to:

USAID/Namibia  
Controller  
Private Bag 12028  
Ausspannplatz  
Windhoek 9000  
Namibia

1D. COOPERATIVE AGREEMENT BUDGET

1D.1. The following is the Budget for this Cooperative Agreement. The Recipient may not exceed the total estimated amount or the obligated amount, whichever is less (see Section 1C. above). Except as specified in the Standard Provision of this Agreement entitled "Revision of Grant Budget", as shown in Attachment 3, the Recipient may adjust costs among line items by +/- 10% as may be reasonably necessary for the attainment of program objectives. Any adjustment greater than this requires the prior approval of the Agreement Officer. In no case shall the total obligated amount shown in 1C.2. above be exceeded. Revisions to the budget shall be in accordance with Section 1C. above and the Standard Provision entitled "Revision of Grant Budget". For expanded (yearly) budget, see Attachment 5, "Budget".

1D.2. Budget 10/01/92 - 12/31/98 (In U.S. Dollars)

<u>Cost Element</u>	<u>Total</u>
Delivery and Capacity Building	910,000
Capacity Building	235,000
Networking	125,000
Evaluation	25,000
Administrative Support	<u>205,000</u>
Grand Total	1,500,000

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 Agreement set forth in Attachment 3 entitled "Allowable Costs") and other terms and conditions of this Agreement unless specifically stated in Section 1I. below.

1D.4. In accordance with the Standard Provision of this Agreement entitled "Local Cost Financing", local cost financing is hereby authorized.

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 - Cost Reimbursement", as shown in Attachment 3.

1E.1.(b) All financial reports shall be submitted to Controller, USAID/Namibia, Private Bag 12028, Ausspannplatz, Windhoek 9000, Namibia. In addition, two copies of all financial reports shall be submitted to the A.I.D. Project Office specified in the Cover Letter of this Cooperative Agreement.

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

1E.2. Technical Reporting

1E.2.(a) Semi-Annual Reports

The Recipient shall submit two copies of semi-annual program performance (progress) reports. The first progress of each year shall be due six months after the approval of the annual workplan. The second progress report of each year is due in December, as a companion document to the annual workplan. These reports shall be submitted to the A.I.D. Project Office specified in the Cover Letter of this Cooperative Agreement. These reports 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;

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 A.I.D. 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 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 Agreement.

1E.2.(c) Final Report

A final report covering an evaluation of all activities will be presented no later than the estimated completion date shown in 1.B. above. The Recipient shall submit two copies of the final report to the A.I.D. Project Office specified in the Cover Letter of this Cooperative Agreement. It will cover the entire period of the Cooperative Agreement and include all information shown in Sections 1E.2.(a)(1) through 1E.2.(a)(3) above.

1E.2.(d) Annual Workplans

Rossing will submit to USAID/Namibia and the Government of Namibia, for review and concurrence annual workplans. The initial annual workplan will be due within one month of the signing of this Cooperative Agreement. This will be reviewed and approved by the Environmental Education Steering Committee in the next month of the Agreement. Subsequent annual workplans will be due in December of each year with the review and approval occurring in January.

1E.3. Participant Training

If the Standard Provision entitled "Participant Training" applies to this Agreement (see Section 1K. below), the Recipient shall comply with reporting and information requirements of said Standard Provision, as well as Chapter 5 of A.I.D. Handbook 10.

1F. TITLE TO PROPERTY

Title to property acquired hereunder shall vest in the Recipient in accordance with the Standard Provision of this Agreement entitled "Title To and Care of Property (Grantee Title)".

1G. AUTHORIZED GEOGRAPHIC CODE

In addition to other applicable provisions of this Cooperative Agreement, the Recipient shall comply with paragraph (b)(2) of the Standard Provision of this Agreement entitled "AID Eligibility Rules for Goods and Services", concerning total procurement value of more than \$250,000 under this Agreement, except that said paragraph does not apply to the restricted goods listed in paragraph (a)(3) of said Standard Provision, which must be specifically approved by the Agreement Officer in all cases. Paragraph (b)(1) of said Standard Provision does not apply. The Authorized Geographic Code for this Cooperative Agreement is the Special Free World (935) and the Cooperating Country (673 - Namibia). **Note: All vehicles procured with funds obligated hereunder must meet the requirements for United States source, origin, nationality of supplier, and componentry.**

## 1H. INDIRECT COST RATES

1H.1. Overhead expenditures (indirect costs) may be reimbursed to the Recipient up to a maximum of \$26,500 per full year, or prorated for any partial year, for a total not to exceed \$165,000. The Recipient must provide financial statements supporting all overhead expenditures to the Controller along with each invoice for payment of such expenses. Overhead costs determined not to be allowable, allocable, and reasonable shall not be reimbursed. The Recipient is responsible for maintaining an accounting system sufficient to document and segregate indirect costs (overhead expenses) from direct costs.

## 1I. SPECIAL PROVISIONS

### 1I.1. Cost Principles

For the purposes of this Cooperative Agreement, references to the cost principles of OMB Circular A-110, OMB Circular A-21, or OMB Circular A-122 include the A.I.D. implementation of such cost principles, as set forth in Subparts 731.3 or 731.7, respectively, of the A.I.D. Acquisition Regulation (48 CFR Chapter 7).

### 1I.2. Equipment and Other Capital Expenditures

Pursuant to Section 1D.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 to OMB Circular A-122, whereby the Recipient must obtain A.I.D. Agreement Officer approval for the purchase of general purpose equipment (i.e., 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); purchase of special purpose equipment (i.e., 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), the Agreement Officer does hereby provide no such approval.

Approval must be sought from the Agreement Officer for any purchase exceeding \$500 per unit.

This does not obviate the requirements of the Standard Provisions of this Agreement entitled "Procurement of Goods and Services", "AID Eligibility Rules for Goods and Services", "Local Cost Financing", and any other provisions, rules, regulations, and policies which may apply.

### 1.1.3. Closeout Procedures

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

- a. Closeout. The closeout of a Cooperative Agreement is the process by which AID determines that all applicable administrative actions and all required work of the Cooperative Agreement have been completed by the Recipient and AID.
- b. Date of Completion. The date of completion is the date on which the work under the Agreement is completed or the date on the award document, or any supplement or amendment thereto, on which AID sponsorship ends.
- c. Disallowed Costs. Disallowed costs are those charges to a Cooperative Agreement that AID or its representative determines to be unallowable in accordance with the applicable Federal cost principles or other conditions contained in the Agreement.

2. AID closeout procedures include the following requirements:

- a. Upon request, AID shall make prompt payments to a Recipient for allowable reimbursable costs under the Cooperative Agreement being closed out.
- b. The Recipient shall immediately refund any balance or unobligated (unencumbered) cash that AID has advanced or paid and that is not authorized to be retained by the Recipient for use in other grants or agreements.
- c. AID shall obtain from the Recipient within 90 calendar days after the date of completion of the Recipient all financial, performance, and other reports required as a condition of the Agreement. AID may grant extensions when requested by the Recipient.
- d. When authorized by the Cooperative Agreement, AID shall make a settlement for any upward or downward adjustments to AID's share of costs after these reports are received.
- e. The Recipient shall account for any property acquired with AID funds, or received from the Government, in accordance with the provisions of of Chapter 1, paragraph T, of AID Handbook 13.
- f. In the event a final audit has not been performed prior to the closeout of the Cooperative Agreement, AID shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

**1J. RESOLUTION OF CONFLICTS**

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

Attachment 1 - Schedule  
Attachment 3 - Standard Provisions  
Attachment 2 - Program Description

**1K. STANDARD PROVISIONS**

The Standard Provisions set forth as Attachment 3 of this Cooperative Agreement consist of the Mandatory Standard Provisions, and the Optional Standard Provisions, denoted by an "X" if applicable, which are attached hereto and made a part of this Cooperative Agreement.

**1L. COST SHARING**

1L.1. The Recipient is exempt from any cost sharing under this Cooperative Agreement.

1L.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 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 Agreement during the program period.

**1M. SUBSTANTIAL INVOLVEMENT UNDERSTANDING**

Under this Cooperative Agreement, the Rossing Foundation is entrusted to carry out the implementation of the proposed program (Attachment 2, Program Description) in environmental education with minimum oversight from USAID/Namibia and the Government of Namibia. However, given the considerable interest which USAID/Namibia and the Government of Namibia have in environmental education, substantial involvement will take place through a Steering Committee which the Rossing Foundation will constitute to advise it on the development and implementation of the program. The Steering Committee will review and approve Rossing's annual workplans and its progress in meeting objectives embodied in the workplans. Both USAID/Namibia and the Government of Namibia Ministries will be active participants in national and regional environmental education workshops financed through this Cooperative Agreement.

ATTACHMENT 2

PROGRAM DESCRIPTION

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AMMA	ADMINISTRATIVE MANAGERIAL DESIGN GAME MANAGEMENT AREAS
CITES	CONVENTION FOR INTERNATIONAL TRADE IN ENDANGERED SPECIES
DANFE	DEPARTMENT OF ADULT AND NON-FORMAL EDUCATION MINISTRY OF EDUCATION
DERU	DESERT ECOLOGICAL RESEARCH UNIT
EE	ENVIRONMENTAL EDUCATION
EEC	EUROPEAN ECONOMIC COMMUNITY
GMA'S	GAME MANAGEMENT AREAS, ZAMBIA
IRDNC	INTEGRATED RURAL DEVELOPMENT AND NATURE CONSERVATION
LIFE	LIVING IN A FINITE ENVIRONMENT
MEC	MINISTRY OF EDUCATION
MWCT	MINISTRY OF WILDLIFE, CONSERVATION AND TOURISM
NARREC	NAMIBIAN ANIMAL REHABILITATION RESEARCH AND EDUCATION CENTER
NGO	NON-GOVERNMENTAL ORGANIZATION
NNDF	NYAE NYAE DEVELOPMENT FOUNDATION
NNFC	NYAE NYAE FARMERS COOPERATIVE
RCT	ROSSING CONSERVATION TRAILS
READ	REACHING OUT WITH EDUCATION FOR ADULTS IN DEVELOPMENT

## USAID/DCCA COMMUNITY-BASED NON-FORMAL ENVIRONMENTAL EDUCATION IN NAMIBIA

The goal of this project is to develop a rural community-based non-formal environmental education program supported at national level for adults and children which builds on their already existing indigenous knowledge base and which combines this with modern day ecological and management concepts which not only enhances their ability to sustainably use these resources for subsistence purposes, but more importantly, for economic purposes to support rural development and an improved quality of life in the community.

The purpose is to test this concept in four rural areas of the country with plans for eventual expansion into a nationwide program which could link non-formal education to formal education. This will enhance the capabilities of disadvantaged rural communities living on marginal land in the four pilot areas to not only meet their basic human needs by improved management of their natural resources, but will help them escape the endless cycle of poverty, the root cause for environmental degradation in rural Namibia, by entering into a monetized economy through the development of improved management and marketing skills. This will be closely linked to the USAID sponsored LIFE project.

Most importantly, by the time the rural youth of today are ready to enter into the work force, many of the values and principles, that their parents struggle to grasp, will be a part of their everyday vocabulary and way of life. As adults, they would be ready to step into their parent's shoes and negotiate hunting leases, manage their timber, undertake wildlife censuses to determine offtake rates, market handicrafts, and determine how to best spend net profits either by reinvesting them back into their business, the management of their resource(s), or for community development. In essence, their formal education would teach them not only reading, writing and arithmetic, but how to turn these subjects into practical skills needed to sustainably "Farm Their Natural Resources" as stewards of these lands.

### 2.0 PROBLEM STATEMENT

Two major problems exist with regard to rural environmental education in Namibia: 1) The lack of a program which is responsive to the communities' needs, and 2) And because there has been a failure to develop a practical "utilitarian" program, which teaches people how to cope with their environment and manage their resources for sustainability, a degradation of key resources in rural communal areas such as soil, vegetation, range, wildlife, water, etc., has resulted in a degradation of the environment at an alarming rate that is linked to the exponential

limited livestock and wildlife resources of the communal areas.

Pre-independence educational systems in the communal areas of Namibia were of inferior quality compared to the rest of the country. This included not only materials but teachers, many of whom were not fully qualified. Compared to post-independence education was not promoted in communal areas, and with the inability to move or to enter into the formal job sector, education was not seen as a necessity in the communal land societies which remained primarily agrarian and subsistence in nature.

Formal education in Namibia's primary and secondary schools had a western bias coming out of South Africa. For the few children from communal areas who had the opportunity, it was highly theoretical, consisting of basic skills in the areas of reading, writing and arithmetic. There was little training in traditional culture or in resource management that would help rural children become better stewards of and increase benefits from important resources within their environment. By being pulled into a classroom setting, many children, in one generation lost much of the bush skills that had been handed down through the generations, passed on through oral history and in various rituals which brought old and young together to exchange this knowledge. Until independence, apartheid kept young educated people from emigrating to the capital or to many major cities. This forced many young educated youth from the communal areas to seek refugee status overseas in order to further their education.

Because of antiquated policies which cut communal land residents off from the most important resources in these marginal areas (e.g., wildlife and forests), most people continued raising livestock and pursuing marginal dryland agriculture. Most of the marginal communal areas are found within the Veterinary "Red Zone," that is used to assure foot and mouth the "Free Zone for commercial farmers in order to meet EEC export requirements for beef. As a result, cattle in most of the communal areas had limited access to modern veterinary services, were considered inferior genetically and in quality, had little commercial value and thus had limited market potential and limited potential to benefit from an offtake program.

Those school leavers, who decided to stay "on the farm," failed to benefit from their "classical education," continuing to eke out an existence with their uneducated cousins, overgrazing pasture lands with large extensively managed cattle herds, and depleting soil productivity from inappropriate farming practices on the marginal communal lands to which they had been relegated.

...to science, therefore a curriculum developed for urban schools which is relevant to everyday life, attitudes, values and environmental education curriculum are being undertaken by the Ministry of Education. Funding from the Danish and Germans. Currently, there is limited attention paid to adult non-formal environmental education, or informal education of children (either linked to the schools or community, especially in rural areas). In many of the communal areas of the country where major conservation and development efforts are underway, most adults are illiterate, while their children have an increased opportunity to attend school.

However, currently there are few methodologies, curricula or organizations/clubs to deal with educating adults and children outside the halls of formal education; or giving those children obtaining a classical education, an opportunity to apply this classical education in a practical or "utilitarian" sense, making better use of the traditional knowledge of their parents overlain with modern natural resource management concepts. It is in the area of national support for "Rural Based Non-Formal Utilitarian Environmental Education" where this proposal will strive to have an impact. Eventually, it is hoped that the methodologies and the materials developed out of this program can be integrated with curriculum development and teaching methodologies coming out of the formal environmental education sector, reaching a common ground in both subject matter and approaches.

There is also a lack of a body, at the national level, which can promote networking amongst rural based and other environmental education (EE) programs and organizations. Such a national body would also facilitate the provision of workshops and other training opportunities for those implementing environmental education programs, as well as, for rural based participants.

There needs to be a clear link between the rural-based environmental education activities and the development of a national strategy. The rural-based activities will only be partially effective if they operate in a vacuum.

### 3.0 PROBLEMS AND CONSTRAINTS

Much of Namibia's natural science education currently tends to have an urban slant and is thus dysfunctional for rural communities, alienating rather than opening up a better appreciation for how they can combine traditional knowledge with modern scientific principles to better manage the resources available to them given current demographic and political trends: 1) Increasing populations of man (e.g., in Bushmanland, the human population increased from 150 in 1960 to about 1,500 in 1992) and domestic stock, and

3.1 With the breakdown of apartheid, increasing political pressures to relieve over-populated areas of the country by allowing movement into less populated areas.

3.2 A properly designed rural based non-formal environmental educational program as a component of the READ Project closely linked to the USAID sponsored LIFE project, whose goal is to empower local people to sustainably manage and to economically benefit from their natural resources, will have a major impact on how people perceive wildlife and other natural resources.

The following are some of the problems which this project will attempt to overcome in developing a "Rural Based Non-Formal Utilitarian Environmental Education Program" for Namibia:

3.1 Environmental Education Is A New Concept for most people, especially those living in marginal areas.

3.2 No Strategy For Environmental Education In Namibia exists to provide overall framework and perspective, with a community focus. However, the recent formation of the Bushmanland Environmental Planning Committee which brings together the community, NGO's, mainline government agencies (e.g., MWCT, Directorates of Agriculture and Forestry, and the Ministry Of Lands and Resettlement), and the private sector, may serve as a model for such a strategy in the future.

3.3 Lack Of Rural Environmental Education Funds affecting, for example, staffing within Ministries and NGOs, access to technology for developing resource material, and development of environmental education programs.

3.4 Other Priorities For The MEC. The Ministry of Education and Culture has many problems which take priority over the introduction of rural non-formal environmental education (e.g., the existence of an inherited formal curriculum-including environmental- that has no relevance to Namibia, lack of adequate materials and resources, shortage of adequate classroom space and schools, under qualified teachers, schools without water, electricity etc).

3.5 No Supporting Infrastructure For Environmental Education initiatives (e.g., a national environmental education association, directory of people involved in environmental education, newsletters, and regular workshops and meetings).

3.6 Lack Of Appropriate Rural Environmental Education Resource Material (e.g., material that is Namibian in perspective and relevant to users)

3.7 Lack Of Qualified And Experienced Environmental Educators. Currently, there is an effort underway to import a university environmental education program from South Africa to Namibia so that qualified teachers can be trained with specialties in this area.

3.8 Antiquated Environmental/Natural Resource Laws and Policies which fail to give stewardship to rural communities over their resources, fail to recognize the importance of landuse planning, and thus fail to recognize the comparative economic advantage of natural resources such as wildlife and forests over agriculture and livestock in many arid marginal areas of Africa, including Namibia (Note:USAID sponsored LIFE Project will address).

In much of rural Africa, the last 25 years has been spent promoting agriculture and farming on marginal lands by both governments and donors, with virtually no success stories to be found. The reality is that most good agricultural land was under production during the colonial days. Most African countries have less than 20% of their land which is arable (1% in Namibia). This agricultural bias has much to do with the agrarian society from which most colonial powers and donors originate and the antiquated policy of "Food Self-Sufficiency," or a subsistence lifestyle over the more modern idea of "Food Security," or entry into a monied economy.

Likewise, livestock has been promoted at the expense of wildlife and natural forest management, once again because both colonialists and donors could easily identify with domestic animals and many of the African cultures were deeply rooted in herding cattle, goats and sheep. However, the introduction of modern day medicine and veterinary care has resulted in an explosion in the human and domestic livestock populations over much of Africa, including many of Namibia's communal areas, to the point where over most of Africa's traditional nomadic pastoral systems can no longer function, forcing herders to become more and more sedentary. This has been further compounded by governments and donors, lacking institutional memories or experience in dryland ecology, naively placing boreholes in extensive livestock systems without instituting an active pasture and water management plan, or livestock offtake program. In most cases this has resulted in increased sedentarism among herders, over-grazing and as a result, increased desertification.

Today governments and donors beginning to realize that in many of these dryland marginal

areas, wildlife and forests may have a comparative economic advantage over traditional agriculture and livestock. While white commercial ranches in Namibia have developed an economically and ecologically viable mixed game/livestock system along with natural forest management for charcoal production as the basis of their economy, antiquated government policies have not permitted residents of communal areas such advantages. However, MWCT has plans to allow these areas, as commercial farms, to form "Conservancies" and to have legal access to their wildlife for economic purposes.

Similar policy changes are needed for forests and other veld resources.

3.9 Other Problems hindering the development of a Rural Environmental Education Program include:

- \* Variety Of Ecosystems with different management requirements
- \* Scattered And Isolated Populations separated by vast distances.
- \* Many Languages spoken and few people speak English in the communal areas, the new official language.
- \* Cultural and Ethnic Differences In Attitudinal, Knowledge And Practices with regard to the natural resource base and its use.
- \* Lack Of Focus Enabling Women, who are end users of natural resources, to participate in management and decision-making about how natural resources are to be used, where culturally acceptable.

#### 4.0 KEY OBJECTIVES IN OVERCOMING PROBLEMS AND CONSTRAINTS TO DEVELOPING A RURAL BASED NON-FORMAL ENVIRONMENTAL EDUCATION PROGRAM

In view of the above-noted problems and constraints, any long term conservation and/or rural development program must be linked to the socio-economic upliftment of the local people if it is to meet with any form of success. Thus the following objectives are crucial in the development of the planned rural based non-formal environmental education program:

\*Rural communities must be educated and sensitized to the fact that they must

become partners with wildlife management agencies in sharing the responsibilities of sustainably utilizing and benefiting from the natural resource base.

The environmental education program must include training not only in how to manage wildlife but also forests, veld, wild plants, soils and water, etc., taking an integrated approach to rural development with decisions being made on appropriate uses of resources and land allocations based upon establishing a land use planning process.

**\*The environmental education program must educate the communities to the economic value of sustainably used natural resources (e.g., Ruppels parrots, currently killed indiscriminantly by rural residents for the pot, have a value of \$US 300/pair if marketed according to CITES stipulations) in helping them develop a utilitarian based conservation ethic.**

**\*The environmental education program must focus on environmental problems relevant to the context of each community, with the emphasis placed on problem identification and solving.**

**\*The environmental education program must give local communities the technical skills and administrative ability to manage and market natural resources on a sustainable basis, and the basic knowledge and skills needed to assure an equitable share of the profits from joint ventures that are likely to take place with the private sector in sustainably exploiting the communities natural resource base for economic purposes.**

**\*The communities must be exposed to potential markets, marketing procedures (e.g., handicrafts made from veld products must be specially treated prior to acceptance by the United States Customs. There is already an example of an entire shipment of Bushman handicrafts being dumped overboard because it was not properly treated) and make contacts with the private sector in order to undertake joint ventures.**

**\*The rural based non-formal environmental education program must help school children apply classical "Reading, Writing and Arithmetic" learned in the classroom to what is relevant in their everyday lives, given the rural setting in which they live and the resources available to them to improve their lives (e.g., how to inventory and select timber for harvest, how to use wildlife counts to determine cftake rates, how to establish livestock/pasture rotation programs, through opening**

## 1.0 RURAL COMMUNITY-BASED NON-FORMAL UTILITARIAN ENVIRONMENTAL EDUCATION

1.1 What is environmental education? Environmental education is the process of recognizing values and clarifying concepts in order to develop skills and attitudes necessary to understand and appreciate the inter-relatedness among man, his culture and his biophysical surroundings. Environmental education also entails practice in decision making and self-formulation of a code of behavior about issues concerning environmental quality."<sup>1</sup>

"Environmental education includes a variety of processes (e.g. public relations, environmental interpretation, extension services, development planning, formal and non-formal education) which facilitate greater environmental awareness, and change towards a sustainable and just society. Environmental education is the process that can enable people to understand the environment in which they live, to identify and analyze environmental problems facing their community and to find the solutions which will enable them to continue to meet their basic needs,"<sup>2</sup> or to go beyond a subsistence lifestyle, entering into a cash economy from sustainable management of the natural resource base.

Education in general and environmental education more specifically, normally involves five major objectives:

- \*Awareness
- \*Knowledge
- \*Attitudes
- \*Skills
- \*Participation

In the context of "Rural Community-Based Non-Formal Utilitarian Environmental Education", unlike urban populations, most rural people including children, already have "Awareness" and "Knowledge" about their resources. One of the first steps, in the rural-based subgrants which this project will fund, will be to tap into the "Awareness" and "Traditional Knowledge" that the rural community has about the exploitation and use of its natural resource base. With this information in hand, the major emphasis of the "Rural

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<sup>1</sup> IECN, 1971. Quoted in Irwin, P. 1990. The concept of environmental education and development of environmental education in South Africa. Southern Africa Journal of Environmental Education. 11:3-7

<sup>2</sup> Irwin, P. 1990. Environmental education and development in South Africa. Report prepared for the USAID/Namibia Environmental Education Project.



... (1990) ... Education in Namibia ...  
... colonial rule, of more than 150 years, Namibia became a sovereign state  
in March 1990. In the wake of colonialism, Apartheid and a long liberation war, socio-  
economic conditions for Namibians remain starkly unequal. There is a white, prosperous  
Namibia, and a black, impoverished Namibia.

The disparity began with the arrival of European settlers. The colonial regimes brought with  
them the concept of "King's Game", meaning that wildlife once belonging to local people  
became the property of the King, and eventually the State. Under colonial rule, the legal use  
of Namibia's natural resources was the exclusive privilege of white colonialists.

For black communal land inhabitants, wildlife was no longer seen as a resource. Under the  
Apartheid system, racially motivated hunting laws and government policies concerning  
conservation of wildlife and other natural resources made national parks basically off limits  
to black Namibians, effectively denying them access to the country's resources and economic  
opportunities. Government representatives enforced white ownership laws and, in the  
process, created hostile relationships with local black residents, not only towards the  
Government, but towards the natural resources which they were legally denied.

In addition The Odendaal Commission and other Apartheid legislation relegated black  
Namibians to marginal areas where concentrations of people in hostile and artificial  
environments led to a loss of traditional ways and means of utilizing natural resources. A  
further consequence of these policies increased people's vulnerability to drought and led to  
the poaching of wildlife.

In an effort to redress the discrimination of the past, the Government of Independent  
Namibia, supported by a number of private institutions and non-governmental  
organizations, is now focusing a large percentage of its resources on developing the  
communal areas. The key to a more meaningful future depends on a community capable of  
making appropriate decisions regarding the re-establishment of sound environmental  
practices, and here a non-formal rural based utilitarian environmental education is seen as  
an important component leading to the empowerment of marginalised communities.

To demonstrate that the Government takes its environmental responsibility very seriously,  
two articles relating to the protection and sustainable utilization of the environment were

... (1990) ... states: *The functions of the*

...the over-utilization of living natural resources, the irrational exploitation of non-renewable resources, the degradation and destruction of ecosystems and failure to protect the beauty and character of Namibia"

**Article 95 (i) read as follows:**

**"The State shall actively promote and maintain the welfare of the people by adopting, inter alia, policies aimed at the following:**

- (1) maintenance of ecosystems, essential ecological processes and biological diversity of Namibia and utilization of living natural resources on a sustainable basis for the benefit of all Namibians, both present and future; in particular, the Government shall provide measures against the dumping or recycling of foreign nuclear and toxic waste on Namibian territory."**

Also during the recent Earth Summit in Rio de Janeiro the President, His Excellency Dr Sam Nujoma presented Namibia's Green Plan (Environment and Development), which describes in detail the steps to be taken by the Government to secure for present and future generations a safe and healthy environment and a prosperous economy.

#### **5.5 Rural Community-Based Non-Formal Environmental Education In Independent Namibia.**

A Non-Formal Rural Based Environmental Education Program will establish a process to enable people in the communities affected by the project to understand the environment in which they live, to identify and analyze environmental problems facing their communities and to find the solutions which will enable them to sustainably utilize and benefit from natural resources.

Sustainable management of Namibia's unique and ecologically diverse natural resources, including wildlife, will require the understanding and active involvement of Namibians, particularly those residing in the marginal communal areas, reserves and buffer zones involved in this project. People must become more aware of how rapidly Namibia's natural resources of agriculture, water and wildlife are diminishing, as well as the potential economic value of these resources. These people need to understand that it is within their ability to manage and improve their economic position.

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Government officials and citizens are becoming more aware of the need for community-level environmental education and have begun to consider ways to incorporate environmental education activities in their programs. The MEC has appointed an environmental education coordinator in the curriculum planning unit and the subjects of Environmental Studies, Life Science and Natural Economy have already been added to the curriculum at the primary, secondary and senior levels, respectively.

The MWCT also has an Environmental Education coordinator based in Windhoek who is part of the Environmental Education and Extension Section. The primary aim of this section is to develop a national awareness of the diversity within, and fragile nature of, the Namibian environment, and to encourage and promote the sustainable utilization of Namibia's natural resources. The objectives of the section are to develop a national, interactive communications network, and to facilitate natural environmental experiences and learning opportunities.

The MWCT has taken the initiative to draft an environmental education policy and views environmental education as an important part of its work. The development of an Environmental Education Center in the Etosha National Park at Namutoni is an important part of the MWCT's 1992 program and will be done in collaboration with the Rössing Foundation through a grant financed under the READ project. The primary objective of the centre is have rural communities provide existing awareness and knowledge about their natural resources, followed by development of an environmental education program that builds on these two objectives to improve attitudes, skills and participation of the community in the development of a practical "utilitarian" program of conservation and sustainable natural resources utilization, and local environmental problem solving.

The MWCT is developing an extension program that will increase the people's understanding of the benefits that conservation and tourism bring to the nation.

#### 5.6 Non-Governmental Organizations And Rural Environmental Education In Namibia.

A number of non-governmental organizations e.g. Desert Ecological Research Unit (DERU), Integrated Rural Development and Nature Conservation (IRDNC), Namibia Animal Rehabilitation Research and Education Center (NARREC), Rössing Conservation Trails (RCT), Wildlife Society of Namibia (WLS), NYAE-NYAE Development Foundation (NYAE-NYAE) and Save the Rhino Trust (SRT) are involved in environmental education activities. (Include the four nature examples)

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Okakarara who visit both schools and communities.

The appointment of an environmental education and extension coordinator, whose primary function is to develop the Ministry's environmental education centres and establish cooperation and networking with other ministries, as well as, NGO's and communities.

**5.8 Ministry of Education and Culture And Environmental Education.** The MEC is currently involved in developing formal curriculum for environmental education:

The introduction of environmental education components into several subjects in the formal curriculum. These subjects include Environmental Science (primary phase), Life Science and Geography (junior secondary phase), and Conservation, Biology and Natural Economy (senior secondary phase). In addition the following appears in the aims of the Basic Education reform document:

*3.10.1. To develop understanding of the interdependence of all living things, and our responsibility to establish and maintain an ecological balance.*

*3.10.2. To encourage active involvement in practical measures to preserve and sustain the natural environment.*

The introduction of environmental education components into the pre-service teacher education programme, as reflected in the aims of the broad curriculum:

*2.2.8 enable the teacher to promote environmental awareness and sustainable management of natural resources in the school and community.*

The introduction of a pilot project, Enviroteach, at junior secondary level to develop content and material for the incorporation of environmental education into other subject areas.

The establishing of a subject group on environmental education for the curriculum panels.

- The inclusion of environmental education as a component within the Conservation Diploma offered at the Technicon of Namibia.
- The appointment of an environmental education coordinator in the curriculum planning unit.

Although faced by many other urgent issues (shortage of schools and qualified teachers, lack of funds and equipment etc.) at the moment, the Ministry of Education and Culture has **nevertheless expressed its willingness to promote environmental education, and participate in environmental education activities whenever possible.**

5.9 Private Sector. Several private companies are involved in promoting environmental awareness. These include: Goldfields, Shell (Namibia), Namibia Breweries, Namibia Beverages, Rössing Uranium Limited.

## 6.0 OPPORTUNITIES FOR DEVELOPING A RURAL BASED ENVIRONMENTAL EDUCATION IN NAMIBIA

Notwithstanding the problems associated with the introduction and growth of **environmental education** in Namibia, several structures and/or opportunities exist which could be developed and/or exploited:

6.1 Revised Environmental Natural Resource Policies. As a newly independent country, many Ministries (eg Ministry of Wildlife, Conservation and Tourism, Ministry of Education and Culture) and institutions (University of Namibia) are revising their policies (e.g., natural resource user rights by rural communities). This is an opportunity for environmental education to influence the process of revision. The Ministry of Education and Culture has included in its new formal education syllabi, areas for **potential environmental education.**

6.2 The Ministry Of Wildlife, Conservation And Tourism Has A Draft Policy For Environmental Education and views environmental education as a significant part of its work.

6.3 Environmental Education Initiatives By NGO's. The NGO community within Namibia has **developed numerous environmental education initiatives, often against daunting odds (eg NARREC, WLS, RF, IRDNC, DERU, NYAE-NYAE, Earthlife, SRT).** These initiatives have been:

driven by a core of motivated and concerned people who have shown commitment to environmental education.

6.4 Non-formal Rural Based Environmental Education As A Vehicle For Learning. Non-formal education in Namibia (e.g., development of practical skills, literacy, English learning) is an opportunity to use the environment as a vehicle for learning, especially how to combine traditional knowledge of the natural resources with modern day management principles.

## 7.0 THE RÖSSING FOUNDATION AND ENVIRONMENTAL EDUCATION

The Rössing Conservation Trails began in 1984 at Swakopmund, run on an ad hoc basis by several interested and concerned employees. Initially, school children were taken out on weekend trips to the desert and along the coast. Later on, groups of teachers were also taken out, since it was realized that the multiplier effect with teachers is so much greater.

During 1988, Rössing Uranium employed a person to run both the Rössing Conservation Trails and the Namibia Youth Award on a regular basis. This program is now under the Rössing Foundation. Since that time regular trails have been undertaken for school children, teachers, and community leaders. The stated objectives of the conservation trails are to help create and promote environmental awareness amongst:

- (1) community leaders (opinion formers) right up to cabinet level.
- (2) teachers
- (3) school children

The Rössing Foundation has also supported other conservation projects in Namibia such as:

- (1) The community game guards project in Damaraland, Kaokoland and now Caprivi as well.
- (2) The building of an environmental centre at Wereldsend in Damaraland, in cooperation with the Ministry of Wildlife, Conservation and Tourism, the Endangered Wildlife Trust and Save the Rhino Trust.

Further objectives are to let the above mentioned people realize that because everybody is

dependent upon the earth for all our resources. everybody can make a very valuable contribution towards restoring our damaged environment and that everybody can limit their impact on the environment in the future, to a minimum.

## 8.0 KEY ISSUES ASSOCIATED WITH A RURAL COMMUNITY-BASED NON-FORMAL UTILITARIAN ENVIRONMENTAL EDUCATION PROGRAM

**8.1 Wildlife And Rural Environmental Education.** It is common knowledge that cattle are selective grazers, consuming, on the average, only about 10% of the grasses. A well balanced population of wildlife has evolved to make a more complete utilization of the bush, grazing on a more diverse set of grasses, as well as various levels of browse depending on the natural height of the game. Livestock also tend to move in tightly packed groups trampling the grasses and compacting the ground. It is also said that the dung of livestock being very hot and moist, when deposited in large herds can smother and kill grasses, whereas wildlife tends, as the result of having evolved a system which physiologically conserves water, to deposit a very dry and compact dung that is not so destructive. As a result of these and other factors, East African grasslands, for instance, can support 2-8 times the biomass in wildlife over cattle without being ecologically destructive.

Since wildlife has evolved to be in balance with nature, its populations are more adapted to increase/decrease depending on climatic conditions and thus availability of water and browse. Livestock on the other hand continue to breed regardless of climate, having evolved to depend on man to artificially provide the conditions to support its basic needs. Under extreme conditions such as droughts, common over much of Africa, livestock populations have more of a tendency to crash compared to wildlife, and do not recover as quickly without major and expensive inputs. Wildlife also tend to be disease resistant and do not require the regular and expensive dipping for tick control, nor mineral supplements often required of livestock.

The science of managing African ungulates is also well developed in Southern Africa. It is accepted that from 2-5% of most ungulate populations can be harvested each year by trophy hunting while maintaining trophy quality. Depending on the species, an additional 10-25 % of the population can be selectively culled by age and sex for meat and other wildlife products without adversely impacting the herd's ability to breed back annually to original population sizes.

In the Zimbabwe, the WWF Multi-Species Program has studied the economics of cattle and

wildlife. The most economical situation appears to be a mixed system of wildlife and cattle in most marginal areas. However, with the extreme drought of 1992 in which livestock herds are either dying or to be culled before they die, many people are beginning to rethink the value and importance of wildlife in marginal areas, as they are withstanding the drought much better than cattle. As an example in the Rutengor/Mwenezi region of Zimbabwe the carrying capacity on commercial farms is expected to go from 50,000 to 5,000 head of cattle. While wildlife are being impacted, they are faring much better than livestock and for many of the ranchers may provide the only real income and only hope for economic survival in the near future. On the 120,000 hectare Namibrand Ranch of southwestern Namibia, ranch, because of extreme climatic conditions, is moving away from cattle into wildlife.

As MWCT policies change, the above issues and the economics of wildlife over livestock must be carefully studied as a part of the integrated landuse planning process in Namibia's communal land areas.

Local communities must be educated to the above issues and to the economics of wildlife since this is a new concept for most of them. Likewise, rural environmental education, as well as, development programs must incorporate the traditional knowledge and socio-cultural values of rural communities with regard to wildlife, its management and use if communities are expected to become active players in such programs.

For instance, in a paper presented on the Bushman it is emphasized that, "...one explanation for the spectacular failure of the educational system available to Ju/'Hoansi can be found primarily in the complete neglect of Ju/'hoansi culture and language." It should be clearly understood that the use of natural resources by traditional societies has as much a socio-cultural basis as a survival basis. Once again the failure to recognize this need in the development of environmental education programs could result in a high risk of failure and rejection by the rural community.

Hunting in many parts of Africa (e.g. in Bushmanland) is an important socio-cultural element closely tied to religion, story telling around the campfire and manhood rights. Environmental education or development programs which attempt to prevent or dissuade this important activity from being carried out risk having the program rejected by much of the society, forcing traditional hunters into poaching to continue with this heritage.

For instance, among the Bushmen, the organized hunting parties and the sharing of meat based upon the owner of the arrow and ones place within the family, has definite social significance and is symbolic of social relations among the Ju/'hoan living groups

During the 1990-1991 DMA, qualitative intensive interviews were held with traditional hunters at Okavango, Erubwa and Inga-Euswini DMA's. Regardless of who was interviewed, the following general issues were raised:

\*They have a "disease" passed on to them from their fathers: they like to hunt.

\*In every family of a hunter there will be at least one who is born with natural hunting instincts and the desire to hunt. Do not forget the famous quote from the author Robert Ruark, "The Horn Of The Hunter Sounds Within Us All!!!" (Note in many of the communal areas of Namibia wildlife populations have been greatly reduced from over-harvesting.)

\*Most Traditional Hunters felt "stabbed and sick" that they could no longer pursue their calling while the wealthy white man can come from afar and legally shoot their game. In one of the Community Development Officer's reports, this has allegedly led to indiscriminate killing of wildlife by traditional hunters purely out of frustration.

\*Traditional Hunters distinguished themselves from poachers by the fact that they mainly take off just enough game to supply meat to the villages, while commercial meat poachers come from and hunt to sell huge quantities of meat to urban areas for money.

This was also repeated by communities in Kaokoland of Namibia. (Note: In Namibia commercial poaching for rhino horn and elephant tusk appears to be a much greater problem than commercial meat poaching.)

While many urban Europeans and Americans may forget, this hunting tradition is not so different from our own rural societies, even today. At the end of the crop harvest in much of rural America, many of the farmers go off to hunting camps to "get away." In many areas in the United States (e.g., northern Maryland and Pennsylvania), men will grow a beard at the beginning of the hunting season and shave it off at the end. The entire Cajun culture of southern Louisiana revolves around hunting, fishing and trapping both socially and professionally. In many of the western United States and in rural areas of Pennsylvania, schools are closed for the opening day of deer and elk seasons both because of cultural (hunting as a way of life) and subsistence (the importance as food) reasons.

Wildlife for many Africans is also a major source of protein. For instance in East and

1997

### Wild Game

It must be clearly understood that the average person living in the African bush has grown up with a completely different perception of wildlife than most westerners.

Traditionally, for rural Africans wildlife has meant food, especially in areas where livestock can not survive because of sleeping sickness carried by the tsetse fly. The average rural African's perception of wildlife is that it is something God gave the rural African to eat.

Associated with this is a strong respect and mystic belief in the importance of wildlife to the everyday life of the rural communities. Unfortunately, colonialization and modern day society have tended to disregard and to even discourage these beliefs, failing to recognize their potential importance in conservation (e.g., sacred forests that can not be touched, family totems that require protection of certain species, etc.).

For instance, for the Bushman, there is an "intimate identification between hunter and prey and a belief that is traceable in part to the period of hunting during which a man can actively do no more, but wait for the arrow poison to do its work."<sup>1</sup> This traditional hunting ethic helps to control excessive killing, as often has been the case with "Western hunting ethics" (e.g., slaughtering of huge numbers of game to near extinction by colonial settlers in Africa) prior to the adoption of game laws to control harvest. This traditional "mystical" tie between hunter and prey can be reinforced and be incorporated into modern day management practices to control wildlife offtake.

It is also possible that the Bushman system of N!Ore's or traditional hunting and gathering sites whose exploitation were controlled by clans, could be taken advantage of and be integrated into an overall wildlife management plan (Personal Communication, Megan Biesele, Nyae Nyae Development Foundation Of Namibia).

While two or three generations ago, consumptive use of wildlife and other natural resources did not pose a major problem, human population pressures over much of Africa today, will

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<sup>1</sup> Biesele, M. 1997. Women, the meat, and the Bushmen: folklore and foraging ideology. In *Water and the Bushman*. University Press, 207p.

... of only if these ... are taken into account ... that the natural resources be harvested under a controlled and managed system ... environmental education programs must begin by teaching about rights and duties to enhance them ... concept.

In addition to a source of meat, for many rural Africans, wildlife is currently seen only as a human, animal and crop pest of little or no economic value. For instance in 1991:

\*15 lives have been lost along the Munyamadzi River, and

\*20 lives lost along the Luangwe River

from crocodile attacks within the Munyamadzi game management area (GMA) of Zambia.

Buffalo, baboons, elephant, bushpig and antelope raid the sorghum, millet and maize fields of villages, while lion and leopard prey upon the livestock and people over much of rural Africa. This latter problem is especially true in Bushmanland.

There is the example of one small rancher in Laikipia, Kenya who built a stone wall around his 9,000 acre ranch and shot out all wildlife. This resulted in a decreased need to dip his livestock from once a week to once a month, as wildlife are major reservoirs for ticks and tick related diseases. He also greatly increased the carrying capacity of the range by eliminating all African ungulates such as zebra which compete with cattle and being hind gut feeders, rather than more efficient ruminants, consume three times the grass compared to a cow. His attitude, like many African small holders, was if it is of no economic value to me why should I have it on my land.

As government policies change (e.g., MWCT's plan to formalize the creation of conservancies in communal areas), wildlife and other natural resources will belong to the community). There is an important need for rural based environmental education programs to begin sensitizing the community to the long term economic value of wildlife and other natural resources if they are sustainably managed and properly marketed.

It is easy to see how the urban westerner and now more and more the increasingly urban population of Africans might view wildlife completely differently from someone whose life is integrally linked to and has traditionally depended on wildlife as a protein source and who has only ever seen it as a pest.

Unless these principles are clearly understood and rural environmental education programs

...to be developed in Africa. The new neo-cultural values and survival needs into the curriculum. The program is also more western conceived and developed programs in Africa. While doing so, it is culture.

### 5.2. Issues With Rural Environmental Education in Forested Areas.

The USAID/WWF evaluation of the Andonahela Lemur Reserve Project in southern Madagascar found that the educational curriculum being developed for the school children was completely contradictory to what they were learning from the non-formal sector. While the children were learning from their parents how to survive from the forests in a very harsh environment (e.g., What trees/bushes provided tubers in times of drought, fruits, firewood, medicine or handicraft materials, etc.), in the classroom, the children were being taught to not touch the forest but to plant trees on their farm. The reality is that indigenous people living near natural forests will ultimately reject the planting of trees, other than fruit, on their farms while continuing to use the natural forests. Ultimately, while agro-forestry may have a value in soil conservation, it will never replace the diversity that a natural forest provides the community, nor the need to work with them in the area of natural forest management.

More importantly, an ill conceived environmental education program with a western/urban bias could do more harm than good, confusing the children/adults, as it will likely be contradictory to that which they have learned through the non-formal education sector. In the long run, the risk is high that such programs will be rejected by the community as being in conflict with the basic survival needs of the community.

In Madagascar, a young school girl asked, concerning what she was being taught in school, "We're confused!! Why don't you want us to hunt and gather in the forest??"

Similar problems have existed in the Bwindi "Impenetrable Forest" of Uganda which contains half the world's mountain gorillas. This area was traditionally managed as both a forest reserve to harvest timber by ecologically sound and labor intensive pit sawing, and as a gorilla reserve. As managed, the two objectives appeared to be mutually compatible. After the international conservation community pressured the President of Uganda to declare the area as a national park, without asking what this implied given the antiquated laws dating back to the colonial era which still regard parks as exclusion zones, ardent environmentalists/scientists quickly acted to close the doors on all logging activities through heavy handed and repressive neo-colonial actions. Having cut the community off from a major source of revenue, 32% of the peripheral communities interviewed in early

1992 were against the creation of the national park, mainly because of being cut off from accessing important subsistence and economic resources.

Decision making in both cases was top-down, with virtually no discussion or negotiation with the affected communities. In both cases, these projects are having to rethink their approaches, and are beginning to consider the idea of creating multiple use areas which will serve as interactive "buffer zones" between protected core areas and farmland communities. Consideration is now being given in both of these areas to exploiting both minor and major forest products, both for subsistence and economic purposes to the advantage of the rural communities.

In Bushmanland of Namibia, 66% of the land is considered a forest reserve by the Directorate of Forestry. There is currently one concession let to an outsider to selectively harvest Rhodesian Teak that brings approximately R 100,000 year into the coffers of the Namibian Government. The Bushman community is not employed in nor does it receive benefits from harvesting these resources. The Bushmanland Environmental Planning Committee in their July 1992 meeting requested policy reforms that would return the right to them to sustainably manage and economically benefit from forests found within their geographical area. If this takes place, they will need training in timber cruising, timber falling, transport, sawmill operation and maintenance, and marketing.

8.3 The Importance of Rural Environmental Education For Women In The Handicraft Industry and In Veld Product Management. In much of rural Africa, women are the major exploiters of veld products, both for food and handicrafts (e.g. grasses and reeds to weave mats and baskets, wood for household implements, etc.). As populations increase (e.g., Bushmanland from a 1960 population of 650 and 8 N!Ore's to 4,500 people and about 40 N!Ore's. As with wildlife exploitation, this can not help but have a major impact on the availability of veld food and products. The possible problem of over-exploitation will be further compounded as attempts are made to develop handicraft markets as a means of helping rural communities enter into a monetized economy. It will be critical for the rural based environmental education program to work with women and men to obtain a better understanding of what they know about these resources and how they can be sustainably managed, or how these resources can be actively managed to increase their production.

8.4 Rural Energy Needs And Environmental Education In Namibia. In rural Namibia, as is most of Africa, firewood will continue, well into the 21st century, to be the main source of energy. In many of the more populated communal areas of Namibia (e.g., Owamboland and

Hereroland) over-exploitation of trees, resulting in ecological degradation and a severe energy shortage. In other areas, such as low populated Bushmanland, the bush is still plentiful. Firewood is also an important source of energy for the urban poor who are increasingly emigrating from the communal lands to the cities with the breakdown of apartheid.

On commercial ranches, who have had better access to their resources, charcoal production is a major income generator, destined for a lucrative overseas European market. Approximately 50% of the charcoal production from commercial farms is exported.<sup>1</sup>

In communal areas which still have adequate bush, it is very possible that properly designed natural forest management programs, for the purpose of firewood and charcoal production, could be of great important economic and subsistence value. Experience has shown that agro-forestry programs for the production of firewood and charcoal will be unacceptable to most rural residents unless population pressures have destroyed the bush and people (most often the Women) are required to walk extreme distances (e.g. 10-12 km) in order to meet their energy needs.

Likewise, it is common knowledge that as urban areas increase in size, agro-forestry alone will never meet the demand nor replace the quantity of wood/charcoal from natural forests which must be actively managed. Fortunately for Namibia, most of the acacia, mopane and miombo woodlands coppice so that if technically designed management plans are developed, the potential exists for rural communities to develop rural enterprises linked to natural forest management that can still be compatible with an overall goal of maintaining biodiversity and wildlife as part of an integrated approach to landuse planning and natural resource management, while generating more wealth than the same piece of land being destroyed in the name of agriculture.

The rural communities will need to be exposed to these concepts, trained in how to set up appropriate management plans based on forest type, and educated in how to establish rural enterprises to market these products.

**8.5 Rural Environmental Education And Water Management In Namibia.** The management of water and water points in many of the communal areas will be critical to the development of integrated landuse plans, the future of wildlife and even to the feasibility of dryland agriculture.

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<sup>1</sup> Personal Communication Roland Gilbert, Directorate of Forestry.

In Bushmanland, for instance, the failure to have an integrated landuse plan, has resulted in people being settled around critical watering points (boreholes) specifically installed for wildlife by DWCT. This is believed to be the major reason why wildlife populations are so low in Bushmanland. This problem was discussed at the July 1992 Bushmanland Environmental Planning Committee and has been recognized as a major issue. It is likely that as development takes place in other communal areas, people will have to be sensitized to the importance of integrating plans for the location and uses/purposes of boreholes into an overall landuse plan in order to avoid resource conflicts.

As noted earlier, the installation of boreholes for livestock in arid areas, as managed on commercial farms, are only ecologically sound if they are actively opened and closed based upon range quality and if livestock populations are controlled through active offtake programs. The Bushmanland "Nyae Nyae Farmer's Cooperative" appears very sensitive to this issue.<sup>1</sup>

In many dryland areas of Africa, insensitive decision-makers and planners have jumped full bore into irrigation schemes without addressing water quality or quantity. For instance, many NGO's working in Mozambique have run into major salinity problems completely ruining their hopes for this technology as a source of increased crop production. Between Zeerust and Rustenberg, in the Transvaal of South Africa, huge areas of formerly irrigated lands have been abandoned due to a combination of soil salinization and depletion of the groundwater table.

In most cases this results from the failure to have accurate agronomic advice prior to entering into such endeavors. In the case of water quality it will be important to have all waters being considered for irrigation tested for magnesium, sodium and potassium. These parameters should be input into the Sodium Adsorption Ratio developed by the U.S. Soil Conservation Service, as an indicator to what degree salinization might become a problem, and given the degree of the potential problem, the cost effectiveness of mitigative measures. Likewise, soils will need testing for both chemical and physical traits (e.g. Quality of drainage) and quantitative estimates of water supplies must be determined to assure sustainability.

It is believed that bodies such as the Bushmanland Environmental Planning Committee will have an important role to play in linking technicians and managers to developers in order to discuss and resolve the above water management issues.

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<sup>1</sup> S. NFO, June 1992, Progress report 1991-1992, Nyae Nyae Development Foundation of Namibia and the Nyae Nyae Farmer's Cooperative, p.40.

8.6 Rural Environmental Education And Soil Conservation. Soil erosion, mismanagement of soils resulting in decreased soil fertility, and failure to use landuse planning in order to determine whether crop production is the most appropriate land use in marginal areas is a major problem in Namibia, as over most of Africa.

In many of the flat open areas of Namibia, the use of trees as windbreaks may have an important role to play in decreasing wind erosion of soils, or as living fences to keep out wildlife and livestock. Care must be given in believing that agro-forestry is a "cure all." As discussed, it will not replace the diverse products yielded by a natural forest to the community, nor the need to introduce the concept of natural forest management, where such resources still exist. It can also be confusing and misleading to small farmers, who are often told that leguminous nitrogen fixing trees such as Acacia albida will result in significant increases in crop production. Unless there is chemical testing of soils, such statements should not be made as there is a strong risk that if nitrogen is not the limiting factor, while agro-forestry as a soil conservation measure may prevent soil loss and decreased crop production, it may not necessarily result in significant increases in crop yields (e.g., In Malawi, the World Bank discovered that zinc and boron were the limiting nutrients not nitrogen). Ill designed environmental programs with the wrong educational message, no matter how good the intention, could backfire and result in the farmers' rejecting an otherwise useful program. Once again, organizations like the Bushmanland Environmental Planning Committee, which have access to agricultural extension expertise and soils labs, should help to avoid such pitfalls in the development of environmental education programs in these areas.

8.7 Basic Hygiene, Topical Diseases And Family Planning As Part Of Rural Environmental Education. Diarrheal diseases from contaminated water supplies and poorly cleaned eating utensils are one of the biggest killers of children in Africa. In Bushmanland, poor hygiene and poor housing result in a high incidence of tuberculosis among children.<sup>1</sup> The location of pit latrines with regard to water supplies can also be critical in assuring safe drinking water.

On the other hand improved medical care and hygiene can be catastrophic to the resources on marginal land, if along with such support, family planning is not initiated.

This may be one of the most critical issues to be dealt with, both in regard to an improved quality for people living in rural areas and for the sustainability of the natural resource

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<sup>1</sup> Personal communication, Reino Meyer, headteacher, Aasvoeines Primary School, Bushmanland.

case. In many instances, cultural taboos against addressing such issues may have to be openly discussed and an attempt made to overcome them (e.g., Traditionally, Bushmen do not eat elephant. Since 6 elephants are harvested each year in Bushmanland, and as a result they provide a major source of protein, much discussion has had to take place in order for them to overcome this taboo).

## 9.0 PROJECT COMPONENTS

The Rössing Foundation "Rural Community-Based Non-Formal Utilitarian Environmental Education For Namibia Project" will specify a number of activities which are current priorities for environmental education in Namibia.

The broad aim of the this component of the READ project will be to support the aims and goals of the L.I.F.E. project, with special emphasis on rural communities, by encouraging the expansion, improvement and coordination of environmental education programs in Namibia.

The key role of the Rössing Foundation will be to act as a catalyst and facilitator in developing a partnership with the other NGO's/CBO's, the Ministry Of Education, the extension services of the mainline management agencies and the private sector to plan, develop and implement rural based non-formal environmental education in Namibia and to facilitate linkages to a National Environmental Education Association." This will be done at both the community and national level.

These groups through the proposed steering committee will advise and guide Rössing in managing the environmental education fund and in selecting proposals for subgrant funding.

Seven major project components will be supported in order to meet the above-mentioned goals and objectives.

The proposal will make major in-roads in Rural Community-Based Non-Formal Utilitarian Environmental Education As Opposed To Formal Education as the Danes and SIDA are already developing environmental curricula for formal education. This proposal will support:

9.1 Community Based Environmental Education initially by subgrants to NGO's/CBO's already working in environmental education:

9.1.1 Nyae Nyae Development Foundation Of Namibia(NNDFN)/Nyae Nyae Farmers

Cooperative (NNFC) Of Bushmanland. NDNFN's environmental education plans include a contribution to Namibia's heritage by the Ju/'hoan-speaking community; incorporation of evolving national environmental curriculum materials into local education; and preparation of both adults and children in Nyae Nyae for both informed participation in environmental planning in their area and practical success in environmental-related areas of their mixed economy.

Environmental education is envisaged as a two-way process of mutual communication between evolving national curriculum and local knowledge as enshrined in the Ju/'hoan language curriculum. An important thrust of NDNFN's educational approach is the linking of people's own valued knowledge and new-self awareness to the print medium through working with community leaders and teacher-trainees. In effect what NDNFN and NNFC advocate is "self-literacy" in which Ju/'hoan contributors decide what they wish the curriculum to become for themselves and their children.

As the Nyae Nyae community is concurrently embarking on a major landuse planning exercise under the newly created "Environmental Planning Committee," the time is right for community-directed environmental education materials to be created as an out-come of this process. This committee has already identified wildlife management, veld product management, fire/range management, livestock management, water point management and dryland farming as key areas where they wish to combine modern day management principles with their traditional knowledge in developing training and management programs. The creation of community-directed environmental education materials and management/landuse plans would be based upon extensive environmental knowledge which has been the basis of economic viability of the people of Nyae Nyae for many thousands of years. This information would be developed as local environmental curriculum in the Ju/'hoansi language, but could also feed into development of the national formal English curriculum as it pertains to the Namibian/Kalahari environment.

NDNFN has in place specialist consultants and staff to mediate and facilitate the process of curriculum-generation from oral medium. It is committed to the idea that the Ju/'hoan people are not only the best educators of their own people (hence the local teacher trainees) but also the best sifters of their own tradition for what will be useful for future generations.

NDNFN is committed to the idea that a combination of local and "scientific" ecological knowledge is going to be the best way for the people to use their own extensive knowledge, yet be part of the environmental planning which will affect them.

The Nyae Naye planning process has been made a pilot project of the Ministry of Lands, Resettlement and Rehabilitation. It will be carried out over the next two years under the auspices of the Nyae Nyae Environmental Planning Committee, one of the first in the country. The community consulting process used by this committee has been endorsed by the Ministry of Agriculture as a model for community participation in other parts of Namibia.

9.1.2 Integrated Rural Development & Nature Conservation (IRDNC) in Damaraland/Kaokoland. Currently, through the Wereldsend Environmental Center, local people are given the opportunity to learn about wildlife in their area, exposed to general environmental issues and specific information on the local environment and conservation, complementary to Namibia's formal education system from primary through to tertiary levels. The program is aimed at empowering teachers to better understand the various aspects of nature conservation and therefore to help them teach and integrate conservation into the classroom. Teaching methods used during the courses are participatory, with emphasis on discussions, debates, role-playing and active problem-solving. It also introduces appropriate technology to communities such as solar power, solar hot water systems, and solar cookers.

Of critical importance has been the training and establishment of a Community Game Guard System whose role is not only anti-poaching, but to mobilize the knowledge and skills of the local population, creating a structure where local communities can actively participate in the conservation of their own natural resources. It is believed that active participation by the community has been responsible for the remarkable recovery of wildlife populations since the establishment of this system in 1983.

In the long term it is hoped that the centre will provide a forum for the integration of local rural knowledge systems with modern ecological principles.

This centre has also helped establish a joint venture between the local community and tourism operators in southwestern Kaokoland, known as the PURROS Project. This includes: 1) A levy paid directly to the community by tour operators, 2) A craft market for tourists and 3) An ad hoc employment for local community members in conservation-related tasks (e.g., Monitoring utilization of tree species exploited for crafts; monitoring the local rhino population, etc.).

The Purros Conservation Committee has been created by the local community to make business and management decisions related to tourism.

The IRDNC conducted a socio-ecological survey in the Etosha National Park survey carried out by the Ministry of Wildlife, Conservation and Tourism and IRDNC in the Kwando River area of East Caprivi. The local people expressed a clear need for environmental education.

This interest ranged from visits to local game reserves to view wildlife which had disappeared from their land, to information on natural resource management and environmental problem solving.

The IRDNC environmental education program in East Caprivi will be carried out in close cooperation with MWCT. It will include the development of a small environmental education centre, the use of an extension or outreach officer, and the development of appropriate materials in cooperation with the MWCT centre at Namatoni in the Etosha National Park. The centre will be used to hold workshops for community leaders to discuss natural resource management issues. The program will be based on an integration of local knowledge about the environment and scientific expertise.

Few specific environmental education needs were identified by a similar survey in West Caprivi, and further work needs to be carried out with this community before environmental education activities are developed. The two-way learning process initiated by the socio-ecological survey will continue along with institution-building and the development of a game guard system funded by the LIFE project.

Specific environmental education activities will be identified with the local community in West Caprivi during the READ project period and will be implemented.

**9.1.4 Desert Ecological Research Unit in the Kuiseb (Namib Desert).** This group is working closely with the Topnaar people of the Namib Desert. These people live in the Namib-Naukluft Park along narrow stretches of ephemeral rivers, such as the Kuiseb, eking out an existence raising goats and collecting edible wild "Nara Seeds" for export to South Africa.

Plans exist to record traditional knowledge of these people about their survival in and management of the desert environment; to develop a sustainable livestock program working with the Topnaar to develop smaller more productive herds based upon an offtake program in order to improve range quality and to help these subsistence people enter into a monetized economy; to improve water management and to develop "Alternative Supply Driven Tourism" such as foot safaris into the desert, donkey cart rides, development of a visitor's centre, etc.

clubs will be formed in the above noted areas and will be able to work with people from the Namaiaid communal area. Because of similar environments, close coordination and exchange will take place with work being undertaken by IRDNC in Damaraland and Karakoland.

There is potential to gradually expand into other areas (e.g., southern Owambo and Kavango) once the appropriate analyses and detailed development of community based activities are undertaken.

**9.1.5 Wildlife/Natural Resource Clubs in rural schools, within the above noted target areas, that would be practically oriented (e.g., both theory and practice such as forestry or wildlife management projects), where adults from the community might be involved to assure that traditional knowledge, critical to the sustainable management of the resource, is not lost. They would be funded through the above noted subgrants. Use of traditional drama, music and song would be strongly considered in getting the message across with annual festivals and competitions between clubs to be held each year in a different communal area so that students can see and share experiences with how they are dealing with common resource problems.**

The ultimate goal of these clubs will be to take the classical "Reading, Writing and Arithmetic" learned in the classroom and provide curriculum and club/community projects which will train students in how to apply this formal education in their everyday lives, given a rural setting (e.g., how to inventory and select timber for harvest, how to use wildlife counts to determine offtake rates, how to establish fenced/unfenced areas to rotate livestock as part of a range management strategy, and how to identify and solve localized problems such as erosion, deforestation, etc.). The clubs will establish links with regional environmental education centres and build on similar initiatives such as the EarthCare clubs started by IRDNC and teachers in Damaraland which will provide materials and other support.

**9.2 Creation Of Rural Based Non-Formal Environmental Education Steering Committee. Key persons from the above-mentioned NGO's/CBO's would be selected to be on an advisory Rural Based Non-formal Environmental Education Steering Committee, to review and to determine the acceptability of all sub-grant proposals. The Department of Adult and Non-formal Education (DANFE), from the Ministry of Education and Culture (MEC), the extension services from the Directorates of Forestry and Agriculture, and MWCT would also be on the committee. MWCT sees itself as joining in partnership with the above government agencies to draw upon their vast expertise in developing curricula to address the vast array of**

natural resource issues in rural Namibia.

This group should also be seen as important in helping to organize community and regional affiliates to the proposed National Environmental Education Association.

The Rural Based Non-Formal Environmental Steering Committee is considered critical as it will bring together the "key players" working in conservation and development in Namibia and begin getting them to function as a team in developing policies and approaches for appropriate rural based environmental education. It is hoped that what they develop in the way of non-formal education curriculum will eventually be integrated into the development of formal curriculum.

**9.3 Regional Environmental Education Centers:** This project will support the upgrading of two regional Environmental Education Centers:

**\*Namutoni, in Etosha Park**

**\*Desert Ecological Research Center (Gobabeb), Namib Naukluft National Park**

The Namutoni centre will be staffed by personnel from the Ministry Of Wildlife Conservation and Tourism and from the Ministry Of Education, and the DERU centre by staff appointed by DERU.

These centres will work in collaboration with the above-mentioned NGO's/CBO's to: 1) Provide extension services to develop both adult, and primary/secondary school level non-formal environmental education programs, going out to the areas in question to work with parents, teachers, students, NGO's and government technicians to develop appropriate curricula, 2) Train teachers, NGO/CBO staff and key community members, 3) Hold workshops, 4) Develop exchange programs between communities so that they may share experiences in helping to solve each other's common problems, 5) Work with the National Environmental Education Association to network with pilot target areas in the eventual development of a national program for "Rural Environmental Education" in Namibia, and 6) Develop Environmental Awareness Programs for government policy makers (e.g, the limited carrying capacity of many of Namibia's fragile lands areas given appropriate landuse potentials). There is also an opportunity that they may link to formal education centres such as offering field courses or research opportunities for students from the Academy, from other SADCC countries, or from elsewhere in the world.

establish community assessment location. It will be one of the target areas to select a suitable community environmental education center" at an existing and appropriate site which would serve as a focal point to bring together the community, NGO/CBO's of the area and government technicians who would work as a team and collaborate with the "Regional Environmental Education Center" to develop curriculum and to implement such programs. These community centres may also serve as "Tourist Visitation Centers" in which all tourists visiting the area will be encouraged to use in order to be sensitized about local customs and environmental issues, to obtain community guide services, and to be directed to designated camp sites.

As an example, MWCT's Klein Dobe facility would appear to be the natural location for a satellite environmental education facility for Bushmanland linked to the Regional Environmental Center at Namutoni.

This latter idea makes sense since all key players from the technical ministries (MWCT, Ag, Forestry, Ed.), along with the relevant Nyae Nyae Development Foundation and Nyae Nyae Farmer's Coop are in place and are already beginning to cooperate and negotiate through the local Environmental Planning Committee of Bushmanland. They would be the natural group to begin on-site development of the non-formal education program for Bushmanland.

9.4 Development And Refinement Of Rural Based Non-Formal Environmental Education Curriculum. This will be undertaken within each target area in collaboration with a regional environmental education centre, the NGO receiving the subgrant, extension services from the mainline management agencies, local teachers and, above all, the local communities. It will likely require the following steps:

- \*Synthesizing the existing indigenous knowledge about natural resources and their management within a given community.

- \*Involvement of the local communities, especially the elders, chiefs, wise men and wise women, etc. from the community to determine what aspirations they might have for the education of their children and the community in the area of the environment.

- The above curriculum areas would be discussed with the community in order to assess and to meet their felt need for the development of this curriculum.

- As the curriculum is developed, the community would be involved in providing inputs into its review and refinement.

Built into the curriculum would be traditional knowledge, modern scientific principles, and any religious, or other beliefs that are important to the community and the roles of adult women, men and female and male children in resource management.

-Where traditional folk tales exist to get the message across, this would be built into the curriculum.

-An end product would be a syllabus and course training outline that focuses on the learner and teacher.

There might be special environmental education components oriented to help form and to educate various user groups which might be formed in these areas by the USAID sponsored LIFE project such as traditional hunters associations, logging/pit sawyer/charcoal maker cooperatives and women's handicraft societies.

**9.4.1 Curriculum Presentation Methodology.** Of key importance will be to develop various methods of organizing and presenting the environmental curriculum to the particular target group in a manner that will hold its attention, draw it into the discussion, bringing out what it already knows of the resource and its management, and most importantly make the group a participant learner. These methods alone or in combination may include but should not be limited to:

\*Formal Lectures (e.g., classroom setting)

\*Group Discussions

\*Reconstruction, Inquiry And Problem Identification in which questions are asked to draw out traditional knowledge

\*Explain, Demonstrate And Do with a heavy practical field emphasis. For many hunter gather societies education through example may be the most traditional and thus appropriate means of learning.<sup>1</sup> This could include school or community pilot projects (e.g. Establishing a management plan for a community natural forest,

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<sup>1</sup> Beesele, H., Lambert, J. and Dickens, P. 1990. Educational policy affecting Ju/'Hoansi in independent Namibia: Minority needs in nation building context. Paper presented at the Sixth International Conference on Hunting and Gathering Societies, University of Alaska, Fairbanks. 18p.

undertaking a community wildlife management plan, community controlled early season burning for pasture management

\*Traditional Song, Dance Or Story Telling

\*Independent Assignment for innovative and motivated students, local entrepreneurs or resource user groups.

**9.4.2 Staff Needed To Develop A Rural Based Environmental Education Curriculum.** A team approach will be used to develop appropriate curriculum. Based upon traditional knowledge and areas where there is a felt need for training (e.g., at the recent Bushmanland Environmental Planning Committee meeting in Klien Dobe, requests were made by the community to be educated in the areas of wildlife management, range/livestock management including fire management, forestry management, appropriate dryland farming. There was even a proposal to train selected traditional hunters to become professional hunting guides for overseas sportshunters<sup>1</sup>), a multi-disciplined team will be established to undertake curriculum development:

\*Elders, Wise men and women, traditional hunters, healers or handicraft specialists from the community whose knowledge will be built into the curriculum,

\*Extension Agents from the mainline management agencies working in the area (e.g., Directorate of Agriculture, Forestry, MWCT),

\*Headteachers, school teachers and missionaries who are working with school children and/or adults,

\*Members of the NGO receiving environmental education funds within the target area.

\*School children who are leaders of the local "Wildlife Natural Resource Clubs,

\*Staff members of the Regional Environmental Centers who specialize in curriculum development.

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<sup>1</sup> Grellmann, V. July 1984. 2000. Proceedings of the environmental planning committee. Klein Dobe, Bushmanland. ANVO Hunting Safaris. +b.

\*Private Sector in the areas of tourism and professional hunting, or the marketing of veld products.

Socio-economists and natural resource management specialists will first go into the field and gather traditional knowledge, attitudes and practices about the environment and natural resources management from the community for whom the curriculum is to be developed.

The natural resource managers (wildlife, range, forestry and fishery) will then overlay modern scientific principles and practices with what is already known by the local people.

The curriculum development specialists from the regional environmental education centres will then take this information and determine how to best package it for various audiences from rural school children, to resource user groups, to the general community at large.

Feedback loops would exist for these materials to be reviewed by the communities, local teachers, and the team specialists until the curriculum development is acceptable to this wide audience and is ready to be distributed for application and testing in the field.

9.4.3 Utilitarian Curriculum Development. Areas in which the environmental education program might consider developing curriculum for formal and non-formal education in the rural areas includes but is not limited to:

\*Basic Ecology of the area in which the people live:

-Natural History of Mopane, Acacia and Miombo Woodlands,

-Natural History of Wildlife And Fish found in their area.

\*Natural Resource Economics. Basic economics and the principle of food security using the natural resources to generate wealth that can be used to buy food rather than destroying that wealth in trying to grow food. This should be considered key in helping local communities become better entrepreneurs and in helping them negotiate for an equitable share of profits with the private sector who might joint venture with them in developing and marketing their natural resources.

\*Small Business Development And Marketing. This can include how establish handicraft cooperatives, establish guide services, logging/charcoal enterprises, etc.

\*Training To Link Natural Resource Management To The Establishment Of Rural Enterprises such as using forestry management to sustainably log Rhodesian teak or make charcoal; formal training of traditional hunters to become licensed professional hunting guides combining traditional skills with modern skills in client rapport, trophy handling, camp operation, etc.

\*Landuse Planning as a key concept in selecting the most appropriate development schemes for an area. As noted, the Bushmanland Environmental Planning Committee in collaboration with the Ministry of Lands and Resettlement is in the process of undertaking a pilot grass roots landuse planning exercise. This process will likely serve as a model for other communal areas.

\*Sustainable Natural Resources Management.

-The principle of sustainable natural resource management,

-Basic wildlife management principles such as carrying capacity, offtake rates, basic census techniques,

-Range Management Principles such as range carrying capacity and wildlife/livestock farming options, fire management, etc.,

-Pit Sawing, and principles such as Diameter Breast Height (DBH) by key commercial species,

-Energy Conservation including natural forest management for the production of charcoal and firewood, improved charcoal makers and improved cook stoves,

-Natural resource management for sustainable handicraft production,

-Nutritional value of wildlife, forests and fish to the community,

-Basic wildlife, forestry and fishery laws, including basic principles such as seasons, not harvesting pregnant females or females with young, limitations on harvesting methods such as mesh size or snaring.

-Water Management (e.g., opening and closing bore holes for pasture/range

management, irrigation water quality, water point management for wildlife),

\*Appropriate Farming and Soil Conservation in an arid area.

\*Basic Hygiene such as clean water supplies, the principles of constructing pit latrines away from water supplies.

\*Tropical Diseases And Other Hazards and how to avoid them such as bed nets against malaria, not swimming in stagnant pools to avoid bilharzia, care against dangerous exposure to wild animals, especially hippo and crocodiles.

In essence, the children/adults in these rural areas would be exposed to a utilitarian environmental education program that builds on the already existing indigenous knowledge base and which combines this knowledge with modern day ecological and management concepts. This would enhance their ability to sustainably use these resources for subsistence purposes, but more importantly, for economic purposes to support rural development and an improved quality of life in the community.

9.5 Community-Based Scholarships In Natural Resources Management. Funds will be set aside for at least 2 scholarships/year, based upon merit, for students from the target areas to be selected by the community to be sent off for a higher education with the plan that they would return eventually to the community to act as their managers and advisors, and go-betweens to the government in community based natural resources/development projects.

Two programs should exist: 1) One for senior secondary students, and 2) The other for college/university undergraduates. An attempt should be made to establish an endowment fund for this purpose sponsored by private sector, and possibly from a portion of the net profits derived from natural resource management in communal areas.

As an example, they might be sent off to secondary school and then to the Academy, Windhoek for a 3 year diploma course in wildlife management, to Ogongo Agricultural College for a 2 year forestry certificate or Saarsveld Technicon for advanced forestry training, or to Rhodes University for environmental education.

9.6 Establishment Of A National Environmental Education Association. This proposal will help establish a National Environmental Education Association. In turn it will, working through the Regional Environmental Education Centers to help organize:

\*Biennial National Environmental Education Conference

\*An Annual Rural Based Non-Formal Education Environmental Conference/Workshop, to be held right before and to be linked in to the National environmental education Conference.

\*An Annual Wildlife/Natural Resource Club Jamboree to be held each year in a different target area so that children can exchange ideas and share experiences in how they are addressing natural resource management and marketing problems within their areas, and see first hand the similarities and differences in their cultures and resources.

Its role will be to bring together key players in both formal and non-formal environmental education to share their experiences in these areas and eventually to help develop a national program for the country as a whole. While this proposal will support only non-formal rural based environmental education, it is hoped that the other donors working in establishing formal environmental education programs will work through this organization to hold similar activities in the area of formal education.

9.7 Establishment Of A Resource Desk Top Production Unit. A void that exists is the need to develop a cost recovery production service to replicate and distribute environmental education materials that will be developed over the next few years by the above-mentioned subgrants. A "Resource Desk Top Production Unit" will be created at the Rössing Foundation that will reproduce such materials, at cost, for distribution within and between the pilot target areas, or even to other areas within or outside Namibia who might begin the development of such innovative programs over the next few years. Also, consideration will be given to providing the regional environmental education centres and pilot target areas basic reproduction capabilities, through the establishment of "Satellite Support Nodes" associated with these groups.

Rather than attempt to determine exactly what is needed at this time, it is suggested that a workshop be held with all concerned parties to discuss the options for a centralized cost reimbursement "Resource Desk Top Curriculum Unit" linked to "Satellite Support Nodes." A resource person would be brought in to discuss the latest technological options and their costs. Based upon this information and identified needs by the various stakeholders, a procurement plan would be drawn up and equipment purchased.

## 10.0 SUB-GRANT CRITERIA

Within the first three months of awarding this grant the Rural Based Non-Formal Environmental Education Steering Committee will establish criteria which will serve as the basis for the preparation and awarding of subgrants in environmental education.

Illustrative criteria which would be used to judge the subgrant proposals include but should not be limited to:

- 1) Demonstration of a Grass Roots Approach-with the basis being collection of indigenous knowledge about the natural resource base (e.g., Wildlife, forests, range, fish, etc.-example bushmen are able to provide basic wildlife census data by reading spoor, being able to identify species and numbers by age and sex-critical to setting sporthunting and traditional hunting quotas; knowledge of women that would lead to veld product management for handicrafts),
- 2) Letting communities determine what critical areas they need training in (e.g., at the Klein Dobe meeting Bushman asked for training and technical advise in wildlife management, fire management, livestock management, forestry management and dryland agriculture, veld product management),
- 3) Demonstration that there is a process/mechanism for bringing together key parties needed to plan and implement the environmental education program (e.g., In Bushmanland, an Environmental Planning Committee has been formed to bring together all stakeholders).
- 4) Each proposal should contain the following sections:
  - \*Problem Statement
  - \*Purpose Of Environmental Education Program
  - \*Statement Of Objectives
  - \*Methodology
  - \*Curriculum To Be Developed
  - \*Materials To Be Used
  - \*Target Groups

## 11.0 SUSTAINABLE

One of the main goals of the Community Environmental Education Centers will be to train local communities in how to economically benefit from the sustainable use of their natural resources. This may include but not be limited to:

- \*Ecotourism
- \*Sport Hunting
- \*Live animal sale
- \*Handicraft Marketing
- \*Logging or the sale of charcoal/firewood

It will then be in the vested interest of the community to put back into these centres a portion of their annual earnings from sustainable use of their natural resources so that continued training can be undertaken through both adult education and through the youth Wildlife/Natural Resources Clubs.

The Community Environmental Education Centers can also serve as a focal point for "Supply Driven Tourism" (Community driven), generating revenue from activities such as:

- \*Fees from designated campsites or village based tourism facilities,
- \*Providing local and trained tour guides,
- \*Sale of handicrafts,
- \*Centers where tourists can come to enjoy traditional music, song and dance,
- \*Foot and Ornithological Safaris

The above activities will help contribute to the sustainability of the community centres as the communities begin to see their importance, not only in training the community, but in acting as a catalyst for natural resource based tourism income generation.

and local people will be the development of a national area will depend on cultural and environmental factors.

Regional Environmental Education Centers will likely receive some support from government. Likewise, as they are located in national parks, funds may be raised by eventually using these areas as centres where researchers and students can come to undertake both applied and pure research. Park-based centres will consider a fee tariff for visitors, which will be used to subsidize the needy who may need support to visit these centres for training and educational purposes.

## **12.0 INVOLVEMENT OF US PEACE CORPS OR OTHER VOLUNTARY SERVICE ORGANIZATIONS**

The U.S. Peace Corps has shown some interest in this area. The possibility exists for Peace Corps Volunteer (PCV) teachers, already in country and living within the area, to get involved with the Environmental Education Clubs" if they are so inclined (eg, there are two PCV's at Tsumkwe, Bushmanland). By the end of 1993, there is a possibility that PCV's with a specialty in environmental education or a related natural resource field could be recruited to work with the NGO's/CBO's or in the schools. U.S. Peace Corps should be approached to discuss this issue, if such a need is identified by the organizations implementing environmental education programs.

This must be discussed with the Peace Corps Director, as it takes approximately one year from the time of request to the placement of a PCV on the job.

There are other voluntary organizations who might also be considered including but not limited to: U.N. Volunteers, British VSO's, the Japanese and French volunteer services, etc.

The most important thing is to be very specific in clearly defining the skills and training of the volunteer required, to give adequate leeway so that the time lag between request and recruitment is factored into programming the volunteer, and to assure that the volunteer is put into a structured situation with some guidance and funding to allow he/she to carry out their work.

13.0 FINANCIAL APPLICATIONS

including but not limited to: capacity building, implementation and networking. Expressed in \$US

	<u>\$US</u>
<b>13.1 Delivery And Capacity Building.</b>	
13.1.1 Four subgrants to NGO's in rural based non-formal environmental education; \$US 5,000 each/yr.	140,000
<b>13.1.2 Support To two Regional Environmental Education Centers For Development Of Rural Based Non-Formal Environmental Education.</b>	
-Upgrading of Facilities	50,000
-Curriculum Development including materials training, and workshops	320,000
-Vehicles	60,000
-EE Officers	280,000
<b>13.1.3 Establishment Of a "Resource Desk Top Production Unit" (Note:Rössing Foundation Supplies Facility)</b>	
-Workshop and Training	10,000
-Satellite Support Nodes, Equipment	20,000
-Centralized Resource Desk Top Production Unit	30,000
<b>13.2 Capacity Building</b>	
13.2.1 Support to Rural based Non-Formal Environmental Education Steering Committee, organization and administration	35,000
13.2.2 Community Based Scholarships: Ten 3-4 Year Scholarships @ \$US 5,000/yr	200,000
<b>13.3 Networking</b>	
13.3.1 Biennial National Environmental Ed. Conference	50,000
13.3.1 Annual Rural Community-Based centre Workshop/s	50,000
13.3.3 Annual Wildlife/Nat. Res. Club Jamboree to be held each year in a different communal area	25,000
13.4 <u>Independent <del>Assess</del> Evaluation</u>	25,000
13.5 <u>Administrative Support</u>	
13.4.1 Vehicle	40,000
13.4.2 Overhead (12.5% of Direct Costs)	<u>165,000</u>

GRAND TOTAL: 1,500,000

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## PROJECT MANAGEMENT

The Project will be managed by the Rössing Foundation. Overall responsibility for the management of this project will rest with the Project Manager (June Horwitz) of Rössing Foundation (See appendix A). Management committees will be established to co-ordinate activities that involve other partners (e.g., other NGOs and Government Ministries).

Financial management is a service provided by the Rössing Foundation, and all accounts are audited annually. The Rössing Foundation would chose to operate on a monthly cost reimbursement basis.

In addition the Rössing Foundation brings to the Project access to its 13 training Centers as possible venues for workshops and training activities, the services of current staff members appointed to environmental education activities (one Project Officer and a secretary), a vehicle and skilled management staff.

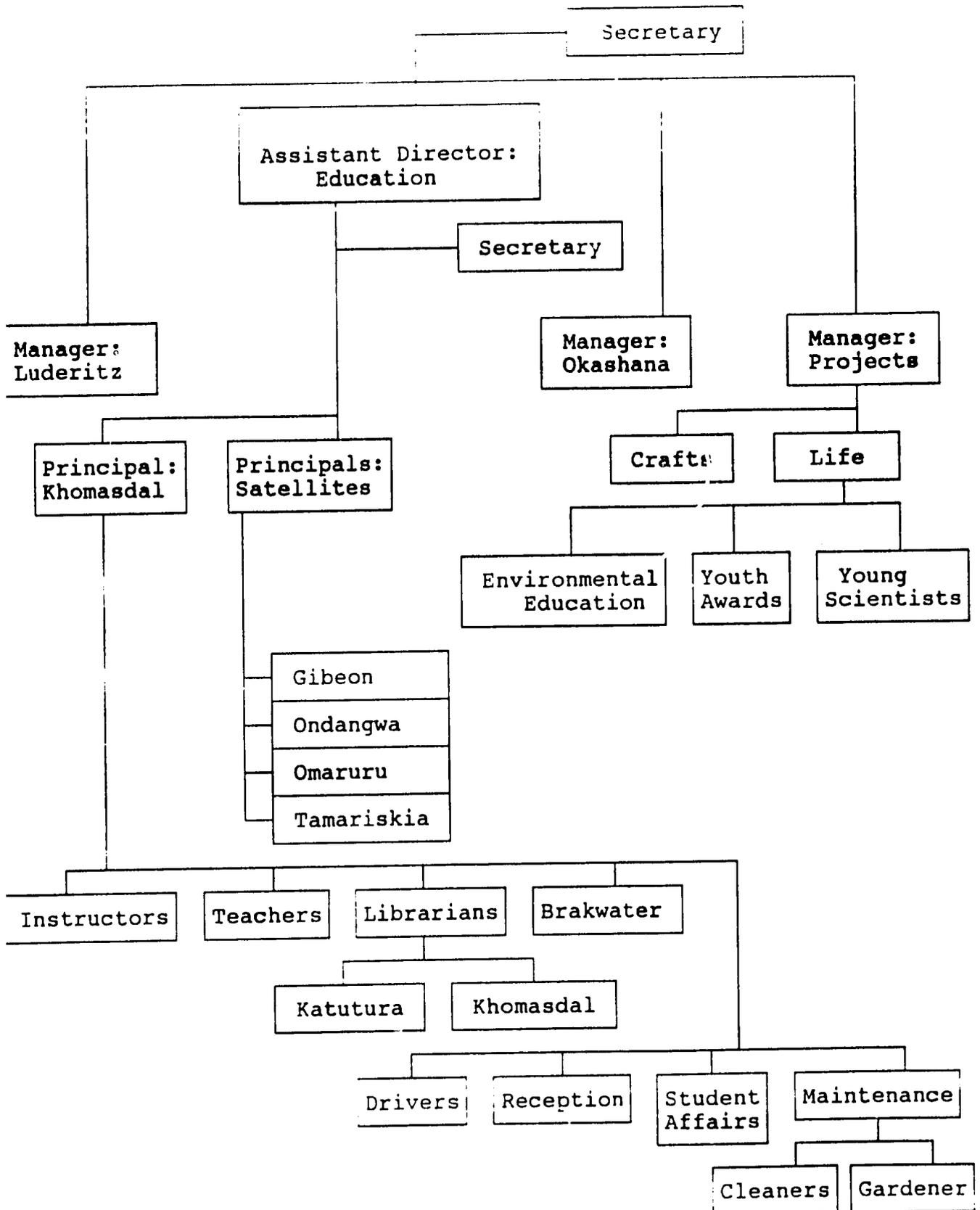
## 15.0 EVALUATION

The project will be subjected to an independent evaluation by a competent authority during 1995 which is midway through the project. An independent annual audit will be carried out by a firm to be nominated by USAID.

## 16.0 CONCLUSION

The proposal, as submitted above, expands on the current activities of the Rössing Foundation. It is designed to develop the capacity of rural based non-formal environmental education programs in Namibia through support in the areas of outreach, networking, training and the expansion of some physical facilities. In this manner it will provide a necessary and vital component to the overall expansion of environmental education in Namibia.

DEPUTY DIRECTOR:  
Education



**ATTACHMENT 3**

**STANDARD PROVISIONS**

MANDATORY STANDARD PROVISIONS  
FOR  
NON-U.S., NON-GOVERNMENTAL GRANTEES/1

0.0 TERMS

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."

1.0 ALLOWABLE COSTS (MAY 1986)

- (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 that do not exceed those which would be incurred by an ordinarily prudent person in the conduct of normal business.
  - (2) Allocable Costs. Shall mean those costs which are necessary to the grant.
  - (3) Allowable Costs. Shall mean those costs which must conform to any limitations set forth in this grant.
  - (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, taxes, first class air fare unless specifically approved. Additionally, 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 as to whether the cost will be allowable.

\*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.

/1 Includes revisions through TM 13:59 (11/06/91)

2.0 ACCOUNTING, AUDIT, AND RECORDS (MAY 1991)

- (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 substantiate 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 grant 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 Conducted 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. 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 no later than 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 to or unwillingness to have an audit performed in accordance with the 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.

- (d) The grantee shall require subgrantees that receive \$25,000 or more per year under this grant to have audits performed in accordance with the requirements of this provision. The subgrantee's audit report shall be submitted to the grantee within 30 days after completion of the audit, but the audit shall be completed and the report submitted not later than 13 months after the close of the subgrantees' fiscal year. The grantee shall ensure that appropriate corrective actions are taken on the recommendations contained in subgrantees' audit reports; consider whether subgrantees' audit reports necessitate adjustments of its own records; and require each subgrantee to permit independent auditors to have access to records and financial statements as necessary.

### 3.0 REFUNDS (SEPTEMBER 1990)

- (a) The grantee shall remit to AID all interest earned on funds provided by AID.
- (b) Funds obligated by AID but not disbursed to the grantee at the time the grant expires or is terminated shall revert to AID, except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant. Any funds advanced to but not expended by the grantee at the time of expiration or termination of the grant shall be refunded to AID except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant.
- (c) AID reserves the right to require refund by the grantee of any amount which AID determines to have been expended for purposes not in accordance with the terms and conditions of this grant, including but not limited to costs which are not allowable in accordance with the applicable Federal cost principles or other terms and conditions of this grant. In the event that a final audit has not been performed prior to closeout of this grant, AID retains the refund right until all claims which may result from the final audit have been resolved between AID and the grantee.

### 4.0 REVISION OF GRANT BUDGET (MAY 1986)

- (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.
  - (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) Except as required by other provisions of this grant specifically stated to be an exception from this provision, the Government shall not be obligated to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant. The grantee shall not be obligated to continue performance under the grant (including actions under the "Termination and Suspension" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the grant officer has notified the grantee in writing that such obligated amount has been increased and has specified the new grant total amount.

#### 5.0 TERMINATION AND SUSPENSION (MAY 1986)

- (a) For Cause. This grant may be terminated for cause at any time, in whole or in part, by the grant officer upon written notice to the grantee, whenever it is determined that the grantee has failed to comply with the 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: Termination for Changed Circumstances.** If at any time AID determines that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States or that it would be in violation of an applicable law, then AID may, following notice to the grantee, suspend this grant and prohibit the grantee from incurring additional obligations chargeable to this grant other than necessary and proper costs in accordance with the terms of this grant 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.
- (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.

#### 6.0 DISPUTES (NOVEMBER 1989)

- (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 Assistant to the Administrator for Management Services. Any appeal made under this provision shall be in writing and addressed to the Deputy Assistant to the Administrator for Management Services, 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 Assistant to the Administrator for Management Services, 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 Assistant to the Administrator for Management Services will be final.

#### 7.0 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.

#### 8.0 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 judgement 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 government entity (Federal, State or local) with commission or 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.

9.0 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.

10.0 NONLIABILITY (NOVEMBER 1985)

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

11.0 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.

12.0 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 the effective date of the notice, whichever is later.

(END OF MANDATORY STANDARD PROVISIONS)

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 applicable.

1. Payment - Periodic Advance ..... \_\_\_\_\_
2. Payment - Cost Reimbursement .....  X
3. Air Travel and Transportation .....  X
4. Ocean Shipment of Goods .....  X
5. Procurement of Goods and Services .....  X
6. AID Eligibility Rules for Goods and Services .....  X
7. Subagreements .....  X
8. Local Cost Financing.....  X
9. Patents Rights ..... \_\_\_\_\_
10. Publications .....  X
11. Nondiscrimination.....  X
12. Regulations Governing Employees.....  X
13. Participant Training.....  X
14. Voluntary Population Planning ..... \_\_\_\_\_
15. Protection of the Individual as a Research Subject.. \_\_\_\_\_
16. Negotiated Overhead Rates - Provisional ..... \_\_\_\_\_
17. Government Furnished Excess Personal Property ..... \_\_\_\_\_
18. Title To and Use of Property (Grantee Title) .....  X
19. Title To and Care of Property (US Government Title) .. \_\_\_\_\_
20. Title To and Care of Property (Coop.Country Title).. \_\_\_\_\_
21. Cost Sharing (Matching)..... \_\_\_\_\_

(INCLUDE THIS PAGE IN THE GRANT)

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

01.0 PAYMENT - PERIODIC ADVANCE (NOVEMBER 1985)

(This provision is applicable when (1) the grantee has an acceptable accounting system (2) the grantee has the ability to maintain procedures that 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) 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.
- (b) 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.
- (c) 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 ..... \$ \_\_\_\_\_
- 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 \$ \_\_\_\_\_

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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.

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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 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 \_\_\_\_\_

02.0 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.

03.0 AIR TRAVEL AND TRANSPORTATION (MAY 1986)

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

- (a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. At least one week prior to commencement of approved international travel, the grantee shall notify the cognizant mission, with a copy to the project officer, of planned travel, identifying the travelers and the 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 carriers 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.

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- (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
  - (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.
- (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 in 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)."

(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 grantee.
- (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 is 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.

04.0 OCEAN SHIPMENT OF GOODS (MAY 1986)

(This provision is applicable when goods purchased with funds provided under the grant are transported to cooperating countries on ocean vessels).

- (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.

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- (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.
- (d) 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."

05.0 PROCUREMENT OF GOODS AND SERVICES (MAY 1986)

(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".

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(a) General Requirements:

- (1) The recipient 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. Conflict of interest situations involving employees, officers or agents or their immediate families shall be avoided. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the recipients' 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 recipient 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 recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the offeror must fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient'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.
  - (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.

- (iii) Positive efforts shall be made by the recipients 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 procuring instruments used, e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the recipient 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 AID Consolidated List of Debarred, Suspended, and Ineligible Awardees. AID will provide the grantee with a 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 recipient 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 recipients shall include a provision to the effect that the recipient, 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.
- (4) In all contracts for construction or facility improvement awarded for more than \$100,000, recipients 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.

06.0 AID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAY 1986)

( 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 AID's Consolidated List of Debarred, Suspended or Ineligible Awardees (AID Regulation 8 (22 CFR 208)). 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,
  - (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 are based on source, origin, and nationality and are divided into the two categories. One applies when the total procurement 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 on source, origin, and nationality are contained in Chapters 4 and 5 of AID Handbook 1, Supplement B, (Procurement Policies).

- (1) When the total procurement element during the life of this grant is valued at \$250,000 or less, the following rules apply:
- (i) All goods and services, the costs of which are to be reimbursed under this grant and which will be financed with U.S. dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) 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:

- (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) Impelling 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, the following rule applies: Except as may be specifically approved or directed in advance by the grant officer, all goods and services, which will be reimbursed under this grant and financed with U.S. dollars, shall be procured in and shipped from the U.S. (Code 000) and from any other countries within the authorized geographic code as specified in the schedule of this grant.

(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 recipient 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),
  - (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.

#### 07.0 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 recipients 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 AID Consolidated List of Debarred, Suspended, and Ineligible Awardees. 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 subrecipients 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 recipient 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 subrecipient.
  - (3) All subagreements over \$10,000 issued by recipients shall include a provision to the effect that the recipient, AID, or their duly authorized representatives, shall have access to any books, documents, papers and records of the subrecipient 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 subrecipient shall be advised as to the source of additional information regarding these matters.

08.0 LOCAL COST FINANCING (NOVEMBER 1988)

(This provision applies only when local costs are authorized by the grant, and must be used with the standard provision entitled "Procurement of Goods and Services.")

- (a) Costs qualifying as local costs are eligible for financing under the grant in accordance with the terms of this standard provision. Local costs are defined as (1) indigenous goods, (2) imported shelf items, and (3) services provided by suppliers meeting the requirements contained in subparagraph (b). Indigenous goods are those that have been mined, grown or produced in the cooperating country through manufacture, processing or assembly. In the case of produced goods containing imported components, to qualify as indigenous a commercially recognized new commodity must result that is substantially different in basic characteristics or in purpose or utility from its components. Imported items are eligible for financing under the following situations: (1) Imported items available in the cooperating country which otherwise meet the source/origin requirements of the grant may be financed in unlimited quantities, regardless of dollar value, up to the total amount available for local procurement under the terms of the grant agreement. (2) Imported items from Geographic Code 941 countries which are available in the cooperating country can be funded in unlimited quantities, regardless of dollar value, up to the total amount available for local procurement under the terms of the grant agreement. (3) Imported items from any Free World country which are available locally, or imported specifically for the grant, may be financed if the cost of the transaction, excluding the cost of the transportation, does not exceed the local currency equivalent of \$5,000.
- (b) To qualify as local costs, goods and services must also meet the following additional requirements:
- (1) They must be paid for in local currency.
  - (2) The supplier must be located in the cooperating country and must be of cooperating country nationality as defined in AID Handbook 1B, Chapter 5.
  - (3) Any component from a country not included in AID geographic code 935 renders a commodity ineligible for financing.

- (c) 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.
  
- (d) 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 AID's Consolidated List of Debarred, Suspended, or Ineligible Awardees (AID Regulation 8, [22 CFR 208]). AID will provide the grantee with this list upon request.
  
- (e) 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.
  
- (f) IF AID determines that the grantee has procured any of the restricted or ineligible goods and services specified in subparagraphs (c) through (e) 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.

09.0 PATENT RIGHTS (MAY 1986)

(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 recipient 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 recipient 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 recipient 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 Recipient:

- (1) The recipient shall disclose each subject invention to AID within two months after the inventor discloses it in writing to recipient 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 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 recipient 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 recipient.
- (2) The recipient shall elect in writing whether or not to retain title to any such invention by notifying AID within twelve months of disclosure to the recipient, provided that 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 recipient shall file its initial patent application on an elected invention within two years after election 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 recipient 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 recipient shall convey to AID upon written request, title to any subject invention:

- (1) If the recipient 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 recipient's failure to report or elect within the specified times.
- (2) In those countries in which the recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the recipient 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 recipient shall continue to retain title in that country.
- (3) In any country in which the recipient 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.

(e) **Minimum Rights to Recipient:**

- (1) The recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the recipient fails to disclose the subject invention within the times specified in (c) above. The recipient's license extends to its subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient 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 recipient's business to which the invention pertains.

- (2) The recipient'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 Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the recipient 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 recipient, its licensees, or its subsidiaries or affiliates have failed to achieve practical application.
  - (3) Before revocation or modification of the license, AID shall furnish the recipient written notice of its intention to revoke or modify the license, and the recipient shall be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable agency licensing regulations (if any) and the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.
- (f) Recipient Action to Protect the Government's Interest:
- (1) The recipient 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 recipient 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 recipient 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 recipient each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph (c) above, and to execute all 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 recipient 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 recipient 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 recipient 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 recipient 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 subrecipient or contractor shall retain all rights provided for the recipient in this standard provision, and the recipient shall not, as part of the consideration for awarding the contract or subagreement, obtain rights in the contractor's or subrecipient's subject inventions.

- (h) **Reporting Utilization of Subject Inventions:** The recipient 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 recipient 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 recipient, and such other data and information as AID may reasonably specify. The recipient 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. To the extent data or information supplied under this section is considered by the recipient, its licensee or assignee to be privileged and confidential and is so marked, 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 recipient 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 recipient or its assignee that reasonable but unsuccessful efforts 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 recipient agrees that with respect to any subject invention in which it has acquired title, AID has the right to require the recipient, 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 recipient, 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 recipient 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 recipient, 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 recipient, 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 Agreements with Nonprofit Organizations: If the recipient 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 and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention provided that such assignee shall be subject to the same provisions as the recipient.
  - (2) The recipient may not grant exclusive licenses under the United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:
    - (i) Five years from first commercial sale or use of the invention; or
    - (ii) Eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, AID approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use shall not be deemed commercial sale or use as to other fields of use and a first commercial sale or use with respect to a product of the invention shall not be deemed to end the exclusive period to different subsequent products covered by the invention.

- (3) The recipient shall share royalties collected on a subject invention with the inventor; and
  - (4) The balance of any royalties or income earned by the recipient 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.
- (1) **Communications:** Communications concerning this provision shall be addressed to the grant officer at the address shown in this agreement.

010.0 PUBLICATIONS (MAY 1986)

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

- (a) If it is the grantee's intention to identify AID's contribution to any publication resulting from this grant, the grantee shall consult with AID on the nature of the acknowledgement prior to publication.
- (b) The grantee shall provide the AID project officer with one copy of all published works developed under this grant and with lists of other written work produced under the grant.
- (c) 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.
- (d) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient 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.

011.0 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.

012.0 REGULATIONS GOVERNING EMPLOYEES (MAY 1986)

(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 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, nor shall the individual make loans or investments to or 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 conventions, 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.

#### 013.0 PARTICIPANT TRAINING (MAY 1986)

(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 is to be conducted according to 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.) Except for paragraph (h) on orientation, the following paragraphs in this standard provision are not subject to waiver except as specifically stated.
- (c) **Participant Training Information System:** All grantees shall ensure that participants trained in the United States or in a third country are included in the Agency's Participant Training Information System.

The grantee shall fill out form AID 1381-4 entitled "Participant Data" and send it to the addresses indicated on the back of the form. The grantee can obtain a supply of these forms and additional instructions for completing them from the grant officer. Data should be submitted prior to the initiation of participant travel. If this is not possible, the forms should be prepared and submitted immediately after arrival of the participant(s). The grantee shall also submit to the grant officer a blue copy of the form when subsequent changes in the participant's training program are made and at termination of the participant's training program, ensuring that the original participant number (pre-printed on the form) is used.

- d) **Visa Requirements For Training Within The United States:**
- (1) AID-sponsored participants are admitted to the United States under the Department of State/USIA Exchange Visitor Program and are issued J-1 visas. The program identification number is G-2-0263.
  - (2) J-1 visas are issued by the U.S. Embassy or Consulate for AID-sponsored participants upon submission by the participant of Form IAP-66A which may be obtained only from the AID Mission. The Mission retains one copy of the IAP-66A and forwards one copy to AID/S&T/IT.
  - (3) Holders of J-1 visas are subject to the Immigration and Nationality Act, as amended, and may not apply for an immigrant or an H or L nonimmigrant visa until 2 years' residency is completed in their home country, after completion of training.
  - (4) Participant passports and visas should normally be valid for six months beyond the duration of the proposed program to allow for program readjustments if necessary. This may not be regarded as an opportunity to encourage program extensions.
- (e) **Maintenance and Other Allowances:** Grantees must observe the maintenance and other allowances for AID-sponsored participants in the United States and third countries as set forth in Handbook 10. No exceptions or variations are permissible except with the advance concurrence of the Office of International Training.
- (f) **Health and Accident Coverage (HAC) Program For Training Within The United States:** The grantee shall enroll all participants training in the U.S. in AID's HAC Program. HAC Program coverage for an enrolled participant begins at the moment of departure from the host country to the U.S. until the moment of return to the host country providing, however, that there is not substantial unapproved delay between completion of training under this grant and their return, and that there is no layover at any point to or from the U.S. except the minimal amount necessary for plane connections.
- (1) The HAC Program enables the participant, or the provider of medical services, to submit bills for medical costs resulting from illness and accident to the HAC Claims Office which pays all reasonable and necessary medical charges for covered services not otherwise covered by other insurance programs (see paragraph 6 below), in accordance with the standard coverage established by AID under the HAC Program.

- (2) The grantee shall, as early as possible and no later than the initiation of travel to the United States by each participant financed by AID under this grant, fill out AID Form 1381-4 entitled "Participant Data Form" and mail it to the grant officer, who shall transmit it to the addressees indicated on the back of the form. The grantee can obtain a supply of these forms and instructions for completing them from the grant officer.
- (3) Enrollment fees shall be submitted, thirty days prior to the beginning of each new enrollment period. The current enrollment fee amount shall be obtained from the grant officer. Payments will be made via check made payable to AID and submitted to:

Agency for International Development  
Office of Financial Development  
Central Accounting Division-Cashier (FM/CAD)  
Washington, D.C. 20523

- (i) The enrollment fee shall be accompanied by a letter which lists the names of the enrollees (identical to that on the Participant Data Form) period of coverage, fee amount paid, grant number, and the U.S. Government appropriation number as shown on the grant cover letter.
  - (ii) The enrollment fees shall be calculated on the basis of fixed rates per participant per each 30 day period. The enrollment fees may not be prorated for fractional periods of less than 30 days and should cover the current training period for which funds are obligated under the grant.
- (4) The grantee shall assure that enrollment begins immediately upon the participant's departure for the U.S. for the purpose of participating in a training program financed or sponsored by AID, and that enrollment continues in full force and effect until the participant returns to his or her country of origin or is released from AID's responsibility, whichever occurs first.
- (5) The grantee shall provide each participant with a copy of the HAC brochure, copies of which are available from the grant officer.

- (6) If the grantee has a mandatory, nonwaivable health and accident insurance program for participants, the costs of such insurance will be allowable under this grant. Any claims eligible under such insurance will not be payable under AID's HAC plan or under this grant. However, even though the participant is covered by the grantee's mandatory, nonwaivable health and accident insurance program, the participant must be enrolled in AID's HAC Program. In addition, a copy of the mandatory insurance policy must be forwarded to the grant officer, who will forward it to the HAC Claims Office.
- (7) Medical costs not covered by the grantee's health service program or mandatory, nonwaivable health and accident insurance program, or AID's HAC Program shall not be reimbursable under this grant unless specific written approval from the grant officer has been obtained.
- (g) **Participant Counseling For Training Within The U.S.:** Problems involving participants such as serious physical or emotional illness, accident or injury, arrest, death, the voluntary or involuntary early termination of a program, and the refusal of a participant to return to the home country upon completion of the program should be referred to the AID Participant Counselor at the Office of Int'l Training. The Counselor can be reached by calling the Office of International Training during workdays and the AID Duty Officer (202-647-1512) at other times. In referring cases, give the Counselor the name, country, and current location of the participant as well as a brief description of the problem with names and telephone numbers of hospitals, physicians, attorneys, etc. Following verbal referral, the participant's name, home address, and next of kin, and location of training should be sent to the grant officer, who will transmit the information to the S&T/IT Counselor.
- (h) **Orientation:** In addition to the above mandatory requirements for all participants, 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 HB 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.

O14.0 VOLUNTARY POPULATION PLANNING (AUGUST 1986)

(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) None 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.

- (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.

- (4) Copies of informed consent forms and certification documents for each voluntary sterilization procedures must be retained by the grantee for a period of three years after performance of the sterilization procedure.

(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 the 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) **Ineligibility of Foreign Nongovernmental Organizations That Perform or Actively Promote Abortion As a Method of Family Planning:**

- (1) The recipient certifies that it does not now and will not during the term of this grant perform or actively promote abortion as a method of family planning in AID-recipient countries or provide financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (d), a foreign nongovernmental organization is a nongovernmental organization which is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.
- (2) The recipient agrees that the authorized representatives of AID may, at any reasonable time, (i) inspect the documents and materials maintained or prepared by the recipient in the usual course of its operations that describe the family planning activities of the recipient, including reports, brochures and service statistics; (ii) observe the family planning activity conducted by the recipient; (iii) consult with family planning personnel of the recipient; and (iv) obtain a copy of the audited financial statement or report of the recipient, if there is one.
- (3) In the event AID has reasonable cause to believe that the recipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall make available to AID such books and records and other information as AID may reasonably request in order to determine whether a violation of the undertaking has occurred.
- (4) The recipient shall refund to AID the entire amount of assistance for family planning furnished under this grant in the event it is determined that the certification provided by the recipient under subparagraph (1), above, is false.
- (5) Assistance for family planning to the recipient under this grant shall be terminated if the recipient violates any undertaking required by this paragraph (d), and the recipient shall refund to AID the value of any assistance furnished under this grant that is used to perform or actively promote abortion as a method of family planning.

- (6) The recipient may not furnish assistance for family planning under this grant to a foreign nongovernmental organization (the subrecipient) unless (i) the subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in AID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities and (ii) the recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (7), below.
- (7) Prior to furnishing assistance for family planning under this grant to a subrecipient, the subrecipient must agree in writing that:
- (i) The subrecipient will not, while receiving assistance under this grant, perform or actively promote abortion as a method of family planning in AID-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities.
  - (ii) The recipient and authorized representatives of AID may, at any reasonable time, (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one.
  - (iii) In the event the recipient or AID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. AID may also review the family planning program of the subrecipient under these circumstances, and AID shall have access to such books and records and information for inspection upon request.

- (iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this grant in the event it is determined that the certification provided by the subrecipient under subparagraph (6), above, is false.
  - (v) Assistance for family planning to the subrecipient under this grant shall be terminated if the subrecipient violates any undertaking required by this paragraph (d), and the subrecipient shall refund to the recipient the value of any assistance furnished under this grant that is used to perform or actively promote abortion as a method of family planning.
  - (vi) The subrecipient may furnish assistance for family planning under this grant to another foreign nongovernmental organization (the sub-subrecipient) only if (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in AID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (7)(i)-(v), above.
- (8) Agreements with subrecipients and sub-subrecipients required under subparagraphs (6) and (7) shall contain the definitions set forth in subparagraph (13) of this paragraph (d).

- (9) The recipient shall be liable to AID for a refund for a violation by a subrecipient relating to its certification required under subparagraph (6) or by a subrecipient or sub-subrecipient relating to its undertakings in the agreement required under subparagraphs (6) and (7) only if (i) the recipient knowingly furnishes assistance for family planning to a subrecipient which performs or actively promotes abortion as a method of family planning, or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient, or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this grant, that a subrecipient has violated any of the undertakings required under subparagraph (7) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate assistance to a sub-subrecipient which violates any undertaking of the agreement required under subparagraph (7)(vi), above. If the recipient finds, in exercising its monitoring responsibility under this grant, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (13)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (13)(iii)(A)(II) and shall describe to AID the reasons for reaching its conclusion.
- (10) In submitting a request to AID for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. AID may request the recipient to make additional efforts to verify the validity of the certification. AID will inform the recipient in writing when AID is satisfied that reasonable efforts have been made. If AID concludes that these efforts are reasonable within the meaning of subparagraph (9) above, the recipient shall not be liable to AID for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to AID the efforts made by the recipient to verify the validity of the certification.
- (11) It is understood that AID also may make inquiries, in the community served by a subrecipient or sub-subrecipient re: whether it performs or actively promotes abortion as a method of family planning.

(12) A subrecipient must provide the certification required under subparagraph (6) and a sub-subrecipient must provide the certification required under subparagraph (7)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient furnishing assistance for family planning under this grant.

(13) The following definitions apply for purposes of this paragraph (d):

(i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).

(ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals which do not include abortion in their family planning programs.

(iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.

(A) This includes, but is not limited to, the following:

(I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;

(II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counsellor reasonably believes that the ethics of the medical profession in the country requires a response regarding where it may be obtained safely);

(III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning;

(IV) Conducting a public information campaign in AID-recipient countries regarding the benefits and/or availability of abortion as a method of family planning.

(B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape, incest or if the life of the mother would be endangered if the fetus were carried to term.

(C) Action by an individual acting in the individual's own capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that the individual is acting on behalf of the organization.

(iv) To furnish assistance for family planning to a foreign nongovernmental organization means to provide financial support under this grant to the family planning program of the organization, and includes the transfer of funds made available under this grant or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or sub-subrecipient.

(v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.

- (14) In determining whether a foreign nongovernmental organization is eligible to be a recipient, subrecipient or sub-subrecipient of assistance for family planning under this grant, the action of separate nongovernmental organizations shall not be imputed to the recipient, subrecipient or sub-subrecipient, unless, in the judgment of AID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (d). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other.

The recipient may request AID's approval to treat as separate the family planning activities of two or more organizations, which would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to AID therefor, that the family planning activities of the organizations are sufficiently distinct as to warrant not imputing the activity of one to the other.

- (15) Assistance for family planning may be furnished under this grant by a recipient, subrecipient or sub-subrecipient to a foreign government even though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government.
- (e) The grantee shall insert paragraphs (a), (b), (c), and (e) of 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. Paragraph (d) shall be inserted in subagreements and sub-subagreements in accordance with the terms of paragraph (d). The term subagreement means subgrants and subcooperative agreements.

015.0 PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT  
(NOVEMBER 1984)

(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 organization to which support is awarded. It is the 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 applicant organization. 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 organization 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 organization'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 organization 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 organization; 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 organization 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.
- (f) Guidance on procedures to safeguard human subjects involved in research is found in Title 45, Part 46, of the Code of Federal Regulations. Compliance with these procedures, except as modified above, is required.

016.0 NEGOTIATED OVERHEAD RATES - PROVISIONAL (NOVEMBER 1984)

(This provision is applicable to all recipients who have 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 6 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".

017.0 GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY (NOVEMBER 1984)

(This provision applies when personal property is furnished under the grant.)

The policies and procedures of Handbook 16, "Excess Property," and the appropriate provisions of 41 CFR 101-43 apply to the Government furnished excess property under this grant.

018.0 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 purposes 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 for 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.

019.0 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.
- (3) 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."
  - (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) Date of order and receipt of any item acquired or furnished under the grant.
  - (vii) 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) Preventive 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.
- (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.
- (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.
- (f) **Final Accounting and Disposition of Government Property:** Upon completion of this grant, or at such earlier dates as may be fixed by the grant officer, the grantee shall submit, in a form acceptable to the grant officer, inventory schedules covering all items of Government property not consumed in the performance of this grant or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the grant officer.
- (g) **Communications:** All communications issued pursuant to this provision shall be in writing.

O20.0 TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)  
(NOVEMBER 1984)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.)

- (a) Except as modified by the Schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the grantee by AID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating Government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in the Schedule of this grant; but all such property shall be under the custody and control of grantee until the owner of title directs otherwise or completion of work under this grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.
- (b) The grantee shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The grantee shall be guided by the requirements of paragraph 1T of Chapter 1, Handbook 13.
- (c) Within 90 days after completion of this grant, or at such other date as may be fixed by the grant officer, the grantee shall submit an inventory schedule covering all items of equipment, materials and supplies under the grantee's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this grant. The grantee shall also indicate what disposition has been made of such property.

021.0 COST SHARING (MATCHING) (MAY 1986)

(This provision is applicable when the recipient is required to provide a matching share or to cost share.)

- (a) For each year (or funding period) under this grant, the grantee agrees to expend from non-Federal funds an amount at least equal to the percentage of the total expenditures under this grant specified in the schedule of the grant. The schedule of this grant may also contain restrictions on the application of cost sharing (matching) funds. The schedule takes precedence over the terms of this provision.
- (b) Eligibility of non-Federal funds applied to satisfy cost sharing (matching) requirements under this grant are set forth below:
  - (1) Charges incurred by the grantee as project costs. Not all charges require cash outlays by the grantee during the project period; examples are depreciation and use charges for buildings and equipment.
  - (2) Project costs financed with cash contributed or donated to the grantee by other non-Federal public agencies and institutions, and private organizations and individuals, and
  - (3) Project costs represented by services and real and personal property, or use thereof, donated by other non-Federal public agencies and institutions, and private organizations and individuals.
- (c) All contributions, both cash and in-kind, shall be accepted as part of the grantee's cost sharing (matching) when such contributions meet all of the following criteria:
  - (1) Are verifiable from the grantee's records;
  - (2) Are not included as contributions for any other Federally assisted program;
  - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;
  - (4) Are types of charges that would be allowable under the applicable Federal cost principles;
  - (5) Are not paid by the Federal Government under another grant or agreement (unless the grant or agreement is authorized by Federal law to be used for cost sharing or matching);

- (6) Are provided for in the approved budget when required by AID; and
- (7) Conform to other provisions of this paragraph.
- (d) Values for grantee in-kind contributions will be established in accordance with the applicable Federal cost principles.
- (e) Specific procedures for the grantee in establishing the value of in-kind contributions from non-Federal third parties are set forth below:
  - (1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program.
    - (i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the grantee's organization. In those instances in which the required skills are not found in the grantee's organization, rates should be consistent with those paid for similar work in the labor market in which the grantee competes for the kind of services involved.
    - (ii) Volunteers employed by other organizations: When an employer other than the grantee furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs) provided these services are of the same skill for which the employee is normally paid.
  - (2) Valuation of donated expendable personal property: Donated expendable personal property includes such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost (matching) share should be reasonable and should not exceed the market value of the property at the time of the donation.
  - (3) Valuation of donated nonexpendable personal property, buildings, and land or use thereof:
    - (i) The method used for charging cost sharing or matching for donated nonexpendable personal property, buildings and land may differ according to the purpose of the grant as follows:

- (A) If the purpose of the grant is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.
  - (B) If the purpose of the grant is to support activities that require the use of equipment, buildings, or land; depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for land may be allowed provided that AID has approved the charges.
- (ii) The value of donated property will be determined in accordance with the usual accounting policies of the grantee with the following qualifications:
- (A) Land and buildings: The value of donated land and buildings may not exceed its fair market value, at the time of donation to the grantee as established by an independent appraiser; and certified by a responsible official of the grantee.
  - (B) Nonexpendable personal property: The value of donated nonexpendable personal property shall not exceed the fair market value of equipment and property of the same age and condition at the time of donation.
  - (C) Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.
  - (D) Borrowed equipment: The value of borrowed equipment shall not exceed its fair rental value.
- (f) The following requirements pertain to the grantee's supporting records for in-kind contributions from non-Federal third parties.
- (1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee for its employees.
  - (2) The basis for determining the valuation for personal services, material, equipment, buildings and land must be documented.
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- (g) Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon percentage set forth in the schedule of the grant.
- (h) If at the end of any year (or funding period) hereunder, the grantee has expended an amount of non-Federal funds less than the agreed upon percentage of total expenditures, the difference may be applied to reduce the amount of AID funding the following year (or funding period), or, if this grant has expired or been terminated, the difference shall be refunded to AID.
- (i) Failure to meet the cost sharing (matching) requirements set forth in paragraph (a) above shall be considered sufficient reasons for termination of this grant for cause in accordance with paragraph (a) entitled "For Cause" of the standard provision of this grant entitled "Termination and Suspension".
- (j) The restrictions on the use of AID grant funds hereunder set forth in the standard provisions of this grant are applicable to expenditures incurred with AID funds provided under this grant. The grantee will account for the AID funds in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records".
- (k) Notwithstanding paragraph (b) of the standard provision of this grant entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from AID grant funds provided hereunder, the grantee may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph (b) of this provision.

(END REQUIRED AS APPLICABLE STANDARD PROVISIONS)

ATTACHMENT 5

BUDGET

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ANNEX C  
ILLUSTRATIVE ANNUAL FINANCIAL PLAN  
OCTOBER 1, 1992 TO DECEMBER 31, 1998

	1992	1993	1994	1995	1996	1997	1998	TOTAL
<b>Delivery and Capacity Building</b>								0
- Subgrant		20,000	30,000	30,000	20,000	20,000	20,000	140,000
- Support to EE Centers								
- Upgrade facilities		10,000	10,000	20,000	10,000			50,000
- Curriculum development	5,000	50,000	53,000	53,000	53,000	53,000	53,000	320,000
- Vehicles	30,000	30,000						60,000
- EE officers	4,000	46,600	46,000	46,000	46,000	46,000	46,000	280,000
- Desk Top Production Unit								10,000
- Workshop and training		10,000						30,000
- Equipment (central)		30,000						20,000
- Equipment (satellites)		20,000						
<b>SUB-TOTAL</b>	<b>39,000</b>	<b>216,000</b>	<b>139,000</b>	<b>149,000</b>	<b>129,000</b>	<b>119,000</b>	<b>119,000</b>	<b>910,000</b>
<b>Capacity Building</b>								
- EE Steering Committee	1,400	5,600	5,600	5,600	5,600	5,600	5,600	35,000
- Scholarships		20,000	30,000	40,000	40,000	40,000	30,000	200,000
<b>SUB-TOTAL</b>	<b>1,400</b>	<b>25,600</b>	<b>35,600</b>	<b>45,600</b>	<b>45,600</b>	<b>45,600</b>	<b>35,600</b>	<b>235,000</b>
<b>Networking</b>								
- EE Conference	15,000	15,000		10,000		10,000		50,000
- EE Workshops		8,000	8,400	8,400	8,400	8,400	8,400	50,000
- Club Jamborees		4,000	4,200	4,200	4,200	4,200	4,200	25,000
<b>SUB-TOTAL</b>	<b>15,000</b>	<b>27,000</b>	<b>12,600</b>	<b>22,600</b>	<b>12,600</b>	<b>22,600</b>	<b>12,600</b>	<b>125,000</b>
<b>Evaluation</b>								
- Mid term evaluation				25,000				25,000
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>
<b>Administrative Support</b>								
- Vehicle		40,000						40,000
- Overhead	6,000	26,500	26,500	26,500	26,500	26,500	26,500	165,000
<b>SUB-TOTAL</b>	<b>6,000</b>	<b>66,500</b>	<b>26,500</b>	<b>26,500</b>	<b>26,500</b>	<b>26,500</b>	<b>26,500</b>	<b>205,000</b>
<b>GRAND TOTALS</b>	<b>61,400</b>	<b>335,100</b>	<b>213,700</b>	<b>268,700</b>	<b>213,700</b>	<b>213,700</b>	<b>193,700</b>	<b>1,500,000</b>
<b>CUMULATIVE TOTALS</b>	<b>61,400</b>	<b>396,500</b>	<b>610,200</b>	<b>878,900</b>	<b>1,092,600</b>	<b>1,306,300</b>	<b>1,500,000</b>	<b>1,500,000</b>
<b>USAID Funding of Cooperative Agreement</b>	<b>800,000</b> (FY1992)	<b>0</b>	<b>0</b>	<b>700,000</b> (FY1995)	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500,000</b>

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ANNEX C  
ILLUSTRATIVE ANNUAL FINANCIAL PLAN  
OCTOBER 1, 1992 TO DECEMBER 31, 1998

	1992	1993	1994	1995	1996	1997	1998	TOTAL
<b>Delivery and Capacity Building</b>								0
- Subgrant		20,000	30,000	30,000	20,000	20,000	20,000	140,000
- Support to EE Centers								50,000
- Upgrade facilities	5,000	10,000	10,000	20,000	10,000	53,000	53,000	320,000
- Curriculum development	30,000	50,000	53,000	53,000	53,000	53,000	53,000	60,000
- Vehicles	30,000	30,000						280,000
- EE officers	4,000	46,000	46,000	46,000	46,000	46,000	46,000	
- Desk Top Production Unit								10,000
- Workshop and training		10,000						30,000
- Equipment (central)		30,000						20,000
- Equipment (satellites)		20,000						
<b>SUB-TOTAL</b>	<b>39,000</b>	<b>216,000</b>	<b>139,000</b>	<b>149,000</b>	<b>129,000</b>	<b>119,000</b>	<b>119,000</b>	<b>910,000</b>
<b>Capacity Building</b>								
- EE Steering Committee	1,400	5,600	5,600	5,600	5,600	5,600	5,600	35,000
- Scholarships		20,000	30,000	40,000	40,000	40,000	30,000	200,000
<b>SUB-TOTAL</b>	<b>1,400</b>	<b>25,600</b>	<b>35,600</b>	<b>45,600</b>	<b>45,600</b>	<b>45,600</b>	<b>35,600</b>	<b>235,000</b>
<b>Networking</b>								
- EE Conference	15,000	15,000		10,000		10,000		50,000
- EE Workshops		8,000	8,400	8,400	8,400	8,400	8,400	50,000
- Club Jamborees		4,000	4,200	4,200	4,200	4,200	4,200	25,000
<b>SUB-TOTAL</b>	<b>15,000</b>	<b>27,000</b>	<b>12,600</b>	<b>22,600</b>	<b>12,600</b>	<b>22,600</b>	<b>12,600</b>	<b>125,000</b>
<b>Evaluation</b>								
- Mid term evaluation				25,000				25,000
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>
<b>Administrative Support</b>								
- Vehicle		40,000						40,000
- Overhead	6,000	26,500	26,500	26,500	26,500	26,500	26,500	165,000
<b>SUB-TOTAL</b>	<b>6,000</b>	<b>66,500</b>	<b>26,500</b>	<b>26,500</b>	<b>26,500</b>	<b>26,500</b>	<b>26,500</b>	<b>205,000</b>
<b>GRAND TOTALS</b>	<b>61,400</b>	<b>335,100</b>	<b>213,700</b>	<b>268,700</b>	<b>213,700</b>	<b>213,700</b>	<b>193,700</b>	<b>1,500,000</b>
<b>CUMULATIVE TOTALS</b>	<b>61,400</b>	<b>396,500</b>	<b>610,200</b>	<b>878,900</b>	<b>1,092,600</b>	<b>1,306,300</b>	<b>1,500,000</b>	<b>1,500,000</b>
<b>USAID Funding of Cooperative Agreement</b>	<b>800,000</b> (FY1992)	<b>0</b>	<b>0</b>	<b>700,000</b> (FY1995)	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500,000</b>