



U.S. AGENCY FOR  
INTERNATIONAL  
DEVELOPMENT

Dr. Helen K. Kerschner  
American Association for  
International Aging  
1133 - 20th Street, N.W.  
Suite 330  
Washington, D.C. 20036

Subject: Cooperative Agreement No. FAO-0230-A-00-3073-00

Dear Dr. Kerschner:

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

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

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

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

Please acknowledge receipt and acceptance of this Cooperative Agreement by signing all copies of this Agreement, retaining one copy for your files, and returning the remaining copies to the attention of Ms. Loretta King of my staff.

If you have any questions, please contact Ms. King at (703) 875-1170.

Sincerely yours,



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

Attachments:

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

ACKNOWLEDGED:

American Association for International Aging

BY: Helen Kerschner

TYPED NAME: HELEN KERSCANER

TITLE: PRESIDENT

DATE: 10-7-93

FISCAL DATA

A. GENERAL

- A.1. Total Estimated A.I.D. Amount: \$601,664
- A.2. Total Obligated A.I.D. Amount: \$209,984
- A.3. Cost-Sharing Amount (Non-Federal): \$567,324
- A.4. Other Contributions (Federal): \$-0-
- A.5. Project No.: 930-0230
- A.6. A.I.D. Project Office: FHA/David Watson
- A.7. Funding Source: A.I.D./W
- A.8. Tax I.D. No.: 52-1296801
- A.9. CEC No.: 15-485--192H
- A.10. LOC No.: N/A

B. SPECIFIC

- B.1.(a) PIO/T No.: 938-0230-3681403
- B.1.(b) Project No.: 938-0230
- B.1.(c) Appropriation: 72-1131021.1
- B.1.(d) Allotment: 341-38-099-00-76-31
- B.1.(e) BPC: EDVA-93-16850-KG11
- B.1.(f) Amount: \$209,984

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2

SCHEDULE

**1A. PURPOSE OF COOPERATIVE AGREEMENT**

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

**1B. PERIOD OF COOPERATIVE AGREEMENT**

**1B.1.** The effective date of this Cooperative Agreement is September 29, 1993 and the estimated completion date is September 28, 1996. Funds obligated hereunder (see Section 1C.2. below) shall be used to reimburse the Recipient for allowable program expenditures incurred by the Recipient in pursuit of program objectives at any time during the period beginning on the effective date of this Cooperative Agreement and ending on the estimated completion date.

**1B.2.** However, because this Cooperative Agreement is incrementally funded (see Section 1C.4. below), funds obligated hereunder are only anticipated to be sufficient for program expenditures through September 28, 1994.

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

**1C.1.** The total estimated amount of this Cooperative Agreement for its full period, as set forth in Section 1B.1. above, is \$601,664.

**1C.2.** A.I.D. hereby obligates the amount of \$209,984 as partial funding of the total estimated amount set forth in Section 1C.1. above for program expenditures during the indicated period set forth in Section 1B. above. Notwithstanding said total estimated amount, A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount, except as specified in paragraph (f) of the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget" (see also Section 1C.4. below).

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

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

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

**1C.5.** The total estimated amount of the program described in Attachment 2 of this Cooperative Agreement is \$1,168,988, of which A.I.D. may provide the amount specified in Section 1C.1. above, and the Recipient will provide \$567,324 in accordance with Section 1M. below.

**1D. COOPERATIVE AGREEMENT BUDGET**

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

Revisions to the budget shall be in accordance with Section 1C. above and the Standard Provisions entitled "Revision of Grant Budget" and, if applicable, "Cost Sharing (Matching)."

**1D.2. Budget**

Salaries	\$	305,992
Fringe Benefits		66,275
Travel		40,150
Other Direct Costs		<u>29,983</u>
Total Direct Costs		442,400
Indirect Costs		<u>159,264</u>
<b>TOTAL A.I.D. FUNDING</b>	\$	601,664
Recipient & NonFederal Funding	\$	<u>567,324</u>
<b>TOTAL PROJECT FUNDING</b>	\$	1,168,988

**1D.3.** Inclusion of any cost in the budget of this Cooperative Agreement does not obviate the requirement for prior approval by the Agreement Officer of cost items designated as requiring prior approval by the applicable cost principles (see the Standard

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

**1E.            REPORTING**

**1E.1.        Financial Reporting**

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

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

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

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

**1E.2.        Program Performance Planning and Reporting**

**1E.2.(a) Quarterly Reports**

The Grantee shall submit two (2) copies of brief quarterly program performance reports, which coincide with the quarterly financial reporting periods, to the A.I.D. Project Office specified in the cover letter of the Grant. In addition, two (2) copies shall be submitted to A.I.D., PPC/CDIE/DI, Washington, D.C. 20523-1802. These reports shall be submitted within 30 days following the end of the reporting period, and shall briefly present the following information:

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

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

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

**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 Grantee shall inform the A.I.D. Project Office 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 Grantee discloses the need for change in the budget estimates in accordance with the criteria established in the Standard Provision of this Grant, entitled "Revision of Grant Budget," the Grantee shall submit a request for budget revision to the Grant Officer and the A.I.D. Project Officer specified in the cover letter of the Grant.

**1E.2.(c)** Annual Activity Report

No later than ninety (90) days prior to the annual anniversary date of this Grant, the Grantee shall submit to the A.I.D. Project Office specific in the cover letter of the Grant three (3) copies of an annual activity report which will be a description of the past year's activities, including technical, scientific, managerial, and fiscal information. The report shall include, both for each field site or subcontractor/subrecipient individually and for project activities as a whole, a review of program and problems to date, and a discussion of technical and managerial issues significant to the success or failure of this Grant. The report will also address regulatory issues related to the project. Although principally a technical document, it nevertheless must include pertinent statistics or quantitative information regarding the project and its activities. The Annual Report shall also include an annual expenditure report corresponding to each annual workplan. These expenditure reports will cover A.I.D. and, if applicable, cost-sharing amounts by budget line item.

**1E.2.(c)(1)** This Annual Activity Report will also include a list of the scheduled activities which have occurred or are planned in the next year of the Grant.

**1E.2.(c)(2)** Based on the managerial and technical aspects of the Annual Activity Report, a revised workplan may be submitted. This revised workplan must delineate the changes to the existing plan, the justification for the changes, and the impact thereof.

**1E.2.(c)(3)** As part of the Annual Activity Report, the Grantee shall provide to the Project Officer two (2) copies of any materials which have been produced under this grant and one (1) copy of any visual aids.

**1E.2.(d)** Final Report

Within 30 days following the estimated completion date of this Grant, the Grantee shall submit three (3) copies of a final report to the A.I.D. Project Office specified in the cover letter of this Grant. In addition, two (2) copies shall be submitted to A.I.D., PPC/CDIE/DI, Washington, DC 20523-1802. It will cover the entire period of the Grant and shall include a summary analysis of project activity and statement of lessons learned. The final report should also include an assessment of the overall impact of the project on: the target audience, the grantee's own institution and other pertinent groups.

**1F.** SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

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

**1F.1.** The A.I.D. Project Officer will review for content final drafts of all training materials, training plans, publications, and media pieces. Submission of drafts for review will occur in a timeframe which allows for adequate review prior to publication deadlines, and in no case less than ten working days.

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

**1F.3.** Consultants - The A.I.D. Project Officer must approve, in advance, the selection of consultants retained by the Recipient.

**1F.4.** Participants - Where A.I.D. funds are used, the A.I.D. Project Officer must approve, in advance, the selection of technical trainees or scientists for participation in training activities.

**1F.5.** Principal Investigator/Program Manager - The A.I.D. Project Officer must approve, in advance, the selection of the individual that the Recipient proposes to make responsible for the management and operation of the proposed project, regardless of the position title of the individual investigator and any alternate.

**1F.6.** Subcontracts and Subagreements - The A.I.D. Project Officer must approve, in advance, the terms of reference or scope of work of all subcontracts and subagreements awarded by the Recipient. If

required by Paragraphs (b)(5) or (b)(6) of the Standard Provision entitled "Revision of Grant Budget," or the Standard Provision entitled "A.I.D. Eligibility Rules for Goods and Services," the Agreement Officer must approve subcontracts (see the Standard Provision entitled "Procurement of Goods and Services") and subagreements (see the Standard Provision entitled "Subagreements").

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

**1G.1.       Applicability**

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

**1G.2.       Requirements**

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

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

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

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

**1G.2.(a)(4)**    Construction implemented by U.S. firms, regardless of dollar value, which requires that at least 50% of the supervisors

and other specified key personnel working at the project site must be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States; and

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

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

**1G.3. Approvals**

Inclusion of costs in the budget of this Cooperative Agreement for the purchase of nonexpendable equipment obviates neither the requirement of Section J.13. of OMB Circular A-21 (for educational institutions) or Section 13 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than educational institutions) for prior approval of such purchases by the Agreement Officer, nor any other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 1I.2. below.

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

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

**1H. INDIRECT COST RATES**

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

<u>Type</u>	<u>Rate</u>	<u>Base</u>
Indirect Rate	36%	a/

a/ Base of Application: Total direct costs excluding capital expenditures (buildings, individual items of equipment, alterations, and renovations, that portion of each subaward in excess of \$25,000; hospitalization and other fees associated with patient care whether the services are obtained from an owned, related or third party hospital or other medical facility; rental/maintenance of off-site

activities; student tuition remission and student support costs (e.g. student aid, stipends, dependency allowances, scholarships, fellowships.).

**1I.            SPECIAL PROVISIONS**

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

**1I.1.(a)        Employee Salaries**

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

**1I.1.(b)        Consultant Fees**

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

**1I.2.        Publications**

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

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

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

"This publication was made possible through support provided by the Office of Private and Voluntary Cooperation, Bureau for Food and Humanitarian Assistance, U.S. Agency for International Development, under Cooperative Agreement No. FAO-0230-A-00-3073-00."

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

**1I.3.** Equipment Purchases

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

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

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

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

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

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

"N/A")

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

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

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

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

**1I.4.**            Restricted Goods

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

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

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

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

Motor vehicles, if approved for purchase under Section 1I.4.(b) above or subsequently approved by the Agreement Officer, must be of U.S. manufacture and must be of at least 51% U.S. componentry. The source of the motor vehicles, and the nationality of the supplier of the vehicles, must be in accordance with Section 1G.2. above. Motor vehicles are defined as self-propelled vehicles with passenger carriage capacity, such as highway trucks, passenger cars and busses, motorcycles, scooters, motorized bicycles, and utility vehicles. Excluded from this definition are industrial vehicles for materials handling and earthmoving, such as lift trucks, tractors, graders, scrapers, and off-the-highway trucks. However, if this Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), the procurement of non-U.S. vehicles shall be held to an absolute minimum.

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

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

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

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

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

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

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

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

**1I.4.(g)**            Fertilizer

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

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

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

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

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

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

**1J. Closeout Procedures**

**1J.1.**

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

**1.J.2.**

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

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

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

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

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

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

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

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

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

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

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

**1K. RESOLUTION OF CONFLICTS**

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

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

**1L. STANDARD PROVISIONS**

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

PROGRAM DESCRIPTION

The Recipient's proposal entitled "Development Education for Retired Americans" dated March 1, 1993 is incorporated by reference. The program description is attached hereto (Attachment 2) and is made a part of this Cooperative Agreement.

BEST AVAILABLE DOCUMENT

20

## PROGRAM DESCRIPTION SUMMARY

### THE AMERICAN ASSOCIATION FOR INTERNATIONAL AGING (AAIA)

The AAIA "Development Education for Retired Americans" project is a three year effort to stimulate interest and awareness of retired Americans about the importance of international humanitarian and relief and economic development programs to developing countries and to the U.S.

Working with 17 collaborating organizations, AAIA will 1) develop "demonstration partnerships" which create innovative programs that enable retired Americans to be personally involved in international development; 2) develop "communication partnerships" which provide avenues for gathering information and ideas from the target audience of retired Americans and for disseminating education and materials to them; 3) develop "assistance partnerships" which help link organizations working in international development and development education with membership and education organizations of retired Americans; 4) update existing and to prepare new materials and information which link subject content with involvement opportunities for retired Americans in a manner that can be incorporated into education programs and also can attract media attention to the program and to the development agenda; 5) work with partners to disseminate information using methods such as educational workshops, interactive experiences, seminars, publications, media exposure, exhibits, and participation in regional and national conferences.

Expected outcomes include: the packaging of development messages in a manner which is relevant to the audience; the creation of innovative educational activities and processes which can be replicated by others; the implementation of practical and replicable methods of involving the audience in development; the participation of new organizations in the development education agenda; the formation of a variety of organizational partnerships through which the educational message can be carried; the dissemination of information to a large target audience; and the development of the capacity for continued activities after the life of the project.