

received 1/11/93

PD-ABL531



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

Mr. Richard Hall
Director, Somalia Project
Adventist Development and Relief Agency (ADRA)
P. O. Box 42276
Nairobi, Kenya

March 4, 1993

SUBJECT: Grant No. 968-1032-G-00-3032-00.

Dear Mr. Hall:

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 Adventist Development and Relief Agency (ADRA), (hereinafter referred to as "ADRA" or "Grantee") the sum set forth in Section 1C.2. of Attachment 1 of this Grant to provide financial support for the program described in Attachment 2 of this Grant entitled "Program Description."

This Grant is effective as of April 1, 1993 and funds obligated hereunder shall be used to reimburse the Grantee for allowable program expenditures for the period set forth in Section 1B. of Attachment 1 of this Grant.

The total estimated amount of this Grant 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 Grantee for any costs in excess of the obligated amount.

This Grant is made to the Grantee 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 Grant document and have been agreed to by your organization.

Please acknowledge receipt and acceptance of this Grant by signing all copies of this cover letter, retaining one complete copy of the cover letter and grant for your files, and returning the remaining copies of the cover letter and grant to the undersigned.

Sincerely,


Gail H. Warshaw
Grant Officer
AID DART USAID NAIROBI

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Attachments:

- 1. Schedule
- 2. Program Description
- 3. ~~Standard Provisions~~

ACKNOWLEDGED:

ADVENTIST DEVELOPMENT AND RELIEF AGENCY

BY:

Richard C. Hall

DATE: 3/5/93

TYPED NAME:

Mr. Richard Hall
Director, Somalia

TITLE:

FISCAL DATA

A. GENERAL

- A.1. Total Estimated A.I.D. Amount: \$498,053.00
- A.2. Total Obligated A.I.D. Amount: \$498,053.00
- A.3. Cost-Sharing Amount (Non-Federal): \$ N/A
- A.4. Other Contributions (Federal): \$ N/A
- A.5. Project No.: 968-1032
- A.6. A.I.D. Project Office: DART Nairobi
- A.7. Funding Source: AID/W
- A.8. Tax I.D. No.:
- A.9. DUNS No.:
- A.10. LOC No.: 72-001353

B. SPECIFIC

- B.1.(a) PIO/T No.: OFDA Authorization
- B.1.(b) Appropriation:
- B.1.(c) Allotment: 72-11X1040
- B.1.(d) BPC: EADX-93-29649-HG41
- B.1.(e) Amount: \$498,053.00

RCN. F930032

DBDOC NO. GR 968-1032-G-00-3032-00

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DATE 3/5/93

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SCHEDULE

1A. PURPOSE OF GRANT

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

1B. PERIOD OF GRANT

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

1C. AMOUNT OF GRANT AND PAYMENT

1C.1. The total estimated amount of this Grant for its full period, as set forth in Section 1B.1. above, is \$498,053.00.

1C.2. A.I.D. hereby obligates the amount of \$498,053.00 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 Grantee for any costs in excess of the obligated amount, except as specified in paragraph (f) of the Standard Provision of this Grant entitled "Revision of Grant Budget" (see also Section 1C.4. below).

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

1D. GRANT BUDGET

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

1D.2. Budget

Cost Element	A.I.D.
Personnel	\$ 48,300.00
Transportation	38,100.00
Travel and Per Diem	3,040.00
Equipment and Supplies	307,200.00

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Other Direct Costs	11,600.00
Other Direct Costs	30,620.00
Total Direct Costs	\$ 408,240.00
Indirect costs @22%	89,813.00
Total	\$ 498,053.00

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

1E. REPORTING

1E.1. Financial Reporting

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

1E.1.(b) All financial reports shall be submitted to A.I.D., Office of Financial Management, FA/FM/CMPD/DCB, 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 (Attn: Dina Esposito) and Amanda Downing, Operations Support Division, 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 Grant referred to in Section 1E.1.(a) above.

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

1E.2. Program Performance Planning and Reporting

The grantee shall submit a mid-term and a final report. The reports should document and discuss the number and categories of beneficiaries reached by each water system. In accordance with the Standard Provision "Procurement of Goods and Services" they should also document that costs of technical services, equipment and materials are "most advantageous to the Grantee, price and other factors considered."

ADRA should also provide other reports as discussed in their proposal such as baseline surveys. They should report to OFDA any significant problems or events encountered during the grant period that impacted on their ability to implement the project activity envisioned and explain corrective measures taken. Explanation of actual unit costs versus budgeted costs also should be submitted to OFDA. The final report shall be received by

OFDA no later than 60 days after termination of the project. The grantee shall inform OFDA immediately by phone, FAX or letter of any significant events that will affect the grantee's ability to implement the project as outlined in the grantee's proposal.

1E.2.(c) Quarterly Reports

The Grantee shall submit five (5) copies of brief quarterly program performance reports, which coincide with the financial reporting periods described in Section 1E.1. above, to the A.I.D. Project Office specified in the Cover Letter of this Grant. In addition, two copies shall be submitted to A.I.D., PPC/CDIE/DI, Washington, DC 20523-1802. These reports shall be submitted within 30 days following the end of the reporting period, and shall briefly present the following information:

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

1E.2.(c)(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.(d) 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 Officer as soon as the following types of conditions become known:

1E.2.(d)(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.(d)(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.(d)(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 this Grant.

1E.2.(e) Final Report

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Within 60 days following the estimated completion date of this Grant (see

Section 1B. above), the Grantee shall submit five (5) copies of a final report to the A.I.D. Project Office specified in the cover letter of this Grant. In addition, two copies shall be submitted to A.I.D., PPC/CDIE/DI, Washington, DC 20523-1802.

1F. TITLE TO PROPERTY

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

1G. PROCUREMENT AND (SUB) CONTRACTING

1G.1. Applicability

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

1G.2. Requirements

In addition to other applicable provisions of this Grant, the Grantee shall comply with paragraph (b)(2) of the Standard Provision of this Grant entitled "AID Eligibility Rules for Goods and Services," concerning total procurement value of more than \$250,000 under this Grant. Further thereto, the following is (are) the Authorized Geographic Code(s):

1G.2.(a) Authorized Geographic Codes

Due to the emergency nature of the program and the need to respond quickly to changing circumstances and, pursuant to section 491 of the FAA, as amended, the authorized geographic code for procurement of goods and services is "935" (Special Free World), including the Host Country.

1G.2.(a)(1) Source, Origin, and Componentry of Goods and Commodities

1G.2.(a)(1)(A) Source, Origin, and Componentry

Except as specified in Sections 1G.2.(a)(1)(B) and 1G.2.(a)(1)(D) below, all goods/commodities shall have their source and origin in 935 specified countries, and shall meet A.I.D.'s componentry requirements, except as the Grant Officer may otherwise agree in writing (see also Section 1G.2.[a][4] below).

1G.2.(a)(1)(B) Exception for Purchase/Procurement Transactions not Exceeding \$5,000

If the proposed purchase/procurement transaction does not exceed \$5,000

excluding transportation costs, paragraph (b)(1) of the Standard Provision of this Grant entitled "AID Eligibility Rules for Goods and Services" shall apply in lieu of Section 1G.2.(a)(1)(A) above.

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

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

1G.2.(a)(1)(D) Restricted Goods

Notwithstanding the foregoing, the restricted goods listed in paragraph (a)(3) of the Standard Provision of this Grant entitled "AID Eligibility Rules for Goods and Services," and, if applicable (see Section 1G.2.[a][1][C] above or Section 1K. below for applicability), paragraph (e) of the Standard Provision entitled "Local Cost Financing," must be specifically approved by the Grant Officer, except to the extent that such approval may be provided in Section 1I. below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Except as specified in Section 1G.2.(a)(3)(C) below, the suppliers of goods and commodities shall have their nationality in 935 countries, except as the Grant Officer may otherwise agree in writing.

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

Except as specified in Section 1G.2.(a)(3)(C) below, the suppliers of services (other than commodity-related services, as described in Section 1G.2.[a][2] above) shall have their nationality in 935 countries, except as the Grant Officer may otherwise agree in writing.

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

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

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

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

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

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

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

effective date of this Grant).

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

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

1G.3. Approvals

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

1G.4. Title to Property
See Section 1F. above.

1H. INDIRECT COST RATES

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

Type	Rate	Base	Period
Home Office	22.0%	1/	9/29/92 - 9/30/93

1/ Base of Application: Total Direct Costs

1I. SPECIAL PROVISIONS

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

1I.1.(a) Employee Salaries

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

1I.1.(b) Consultant Fees

Compensation for consultants retained by the Grantee hereunder shall not exceed, without specific approval of the rate by the Grant Officer: either the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years; or the maximum rate of a Foreign Service Officer, Class 1 (FS-1) (as periodically amended), whichever is less. A daily rate is derived by dividing the annual compensation by 260 days, the number of work days per year.

1I.2. Publications

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

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

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

"This publication was made possible through support provided by the Office of Foreign Disaster Assistance, Bureau for Food and Humanitarian Assistance, U.S. Agency for International Development, under Grant No. 968-1032-G-00-3032-00."

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

1I.3. Approvals

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

- 4 Generators
- 2 Diesel Engines
- 3 Windmills
- 5 Submersible Pumps
- 8 Watering Troughs
- 7 Reservoir Tanks
- 1 Generator

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1I.3.(a) Exception for Automation Equipment

Any approval for the purchase of automation equipment which may be provided in Section 1I.4.(b) above or subsequently provided by the Grant Officer is not valid if the total cost of purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder will exceed \$100,000. The Grantee must, under such circumstances, obtain the approval of the Grant Officer for the total planned system of any automation equipment, software, or related services.

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

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

1I.4. Restricted Goods

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

1I.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 Grant Officer.

1I.4.(b) Motor Vehicles

Motor vehicles, if approved for purchase under Section 1I.4.(b) above or subsequently approved by the Grant Officer, must be of U.S. manufacture and must be of at least 51% U.S. componentry. The source of the motor vehicles, and the nationality of the supplier of the vehicles, must be in accordance with Section 1G.2. above. Motor vehicles are defined as self-propelled vehicles with passenger carriage capacity, such as highway trucks, passenger cars and busses, motorcycles, scooters, motorized bicycles, and utility vehicles. Excluded from this definition are industrial vehicles for materials handling and earthmoving, such as lift trucks, tractors, graders, scrapers, and off-the-highway trucks.

1I.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 Grantee and the Standard Provision of this Grant 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 dessicant.

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

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

1I.4.(f) Used Equipment

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

1I.6. Limitation on Use of Funds

1I.6.(a) The Grantee shall not utilize funds provided by A.I.D. for any testing or breeding feasibility study, variety improvement or introduction,

consultancy, publication, conference or training in connection with the growth or production in countries other than the United States of an agricultural commodity for export which would compete with a similar commodity grown or produced in the United States.

1I.6.(b) The reports described in Section 1E.2. shall contain a statement indicating the projects or activities to which United States funds have been attributed, together with a brief description of the activities adequate to show that United States funds have not been used for the purpose in Section 1I.6.(a) above.

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

1I.6.(d) No funds provided by A.I.D. under this Grant shall be used to provide assistance, either directly or indirectly, to any country ineligible to receive assistance pursuant to the Foreign Assistance Act as amended, related appropriations acts, or other statutes and Executive Orders of the United States (also see the Standard Provision of this Grant entitled "Ineligible Countries").

1J. RESOLUTION OF CONFLICTS

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

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

1K. STANDARD PROVISIONS

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

- 1K.1. Mandatory Standard Provisions For U.S., Nongovernmental Grantees
- (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 Related 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)

1K.2. Additional Standard Provisions For U.S., Nongovernmental Grantees

- (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)
- () 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 (August 1992)
- (X) Subagreements (August 1992)
- (X) Local Cost Financing (August 1992)
- () Patent Rights (August 1992)
- () Publications (August 1992)
- (X) Negotiated Indirect Cost Rates - Predetermined (August 1992)
- () Negotiated Indirect Cost Rates - Provisional (August 1992)
- (X) Regulations Governing Employees (August 1992)
- () Participant Training (August 1992)
- () Voluntary Population Planning (August 1986)
- () 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)
- () Cost Sharing (Matching) (August 1992)
- () Use of Pouch Facilities (August 1992)
- (X) Conversion of United States Dollars to Local Currency (November 1985)
- () Public Notices (August 1992)
- (X) Provision on Rights in Data (August 1992)

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ATTACHMENT 2

PROGRAM DESCRIPTION

The Grantee's proposal entitled "WATER YARDS FOR POTABLE WATER AND LIVESTOCK IN CENTRAL REGION, SOMALIA" (including the budget), is attached hereto as the Program Description (Attachment 2) and is made a part of this Grant.

PROJECT DESCRIPTION

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BACKGROUND

The Middle Shabelle and Galgadud Regions of central Somalia are among many affected areas. Their combined population of approximately 300,000 is in flux. In the Adale District which ADRA has surveyed, some villagers travel up to six hours a day to obtain water of poor quality. Two feeding centers have halted operation due to lack of water.

ADRA is currently engaged in emergency medical work, an EPI campaign and a water project in Adale District in partnership with SAACID, a private Somalian NGO well-respected in the region. ADRA and SAACID staff, and a UNICEF Water Engineer have assessed the water situation in the Adale District to identify common problems. Subsequently, the team formulated recommendations to reverse the current critical and deteriorating trend. Additional site visits to neighboring districts, plus SAACID's experience with feeding centers throughout the region, indicate that the data from Adale District is representative of the area, and is applicable to neighboring districts where ADRA proposes to extend its assistance at a later date.

ADRA proposes to rehabilitate major public water sources in the Middle Shabelle Regions, eliminating a significant source of water-borne disease. The water yards will also allow residents to care for livestock, their major food source other than relief food at the present time.

OBJECTIVES

ADRA proposes to improve the current living conditions in the Middle Shabelle; and encourage the return of displaced residents through the provision of basic water services.

SCOPE OF WORK

To provide clean water for family use and separate capacity for watering livestock at 9 major public sites in the Middle Shabelle, ADRA will:

- * drill 2 boreholes at Geel-Gub and Raage Ele.
- * construct or rehabilitate 11 wells with handpumps, and 5 wells with submersible pumps; provide 4 generators and 2 diesel engines for water lifting.
- * erect 3 windmills at coastal sites.
- * construct 7 reservoirs for water catchment; install water piping systems at nine sites; test and purify water systems at nine sites.
- * construct 2-3 troughs at 8 livestock watering sites.

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ADRA is also implementing an emergency health care program for the area. SAACID, ADRA's cooperator operates 75 ICRC supported feeding kitchens in the area (and south to Mogadishu).

SPECIAL PROVISIONS

Due to the emergency nature of the program and the need to respond quickly to changing circumstances, and, pursuant to the section 491 of the FAA, as amended, the geographic code for procurement of goods and services is authorized as "935" (Special Free World,) including the Host Country.

REPORTS REQUIRED

Financial Reports: The original and two copies of all financial reports shall be submitted to A.I.D., Office of Financial Management (FM/CMPD/DCB), Room 700, SA-2; Washington, D.C. 20523-0209. One copy should be addressed to the Project Officer (Dina Esposito) and another to Amanda Downing, Operations Support Division for the Official grant file.

Grant Performance Reporting: ADRA shall submit mid-term and final reports. The reports should document and discuss the number and categories of beneficiaries reached by each water system. In accordance with Standard Provision "Procurement of Goods and Services" they should also document that costs of technical services, equipment and materials are "most advantageous to the grantee, price and other factors considered".

ADRA should also provide other reports as discussed in their proposal such as baseline surveys. They should report to OFDA any significant problems or events encountered during the grant period that impacted on their ability to implement the project activity envisioned and explain corrective measures taken. Explanation of actual unit costs versus budgeted costs also should be submitted to OFDA. The final report shall be received by OFDA no later than 60 days after termination of the project.

The grantee shall inform OFDA immediately by phone, FAX or letter of any significant events that will affect the grantee's ability to implement the project as outlined in the grantee's proposal.

PERIOD OF ACTIVITY

The period of activity for this grant will be from April 1, 1993, until September 30, 1993.

BUDGET

The revised and amended OFDA-approved budget for this project is attached.

BUDGET (6 months)

I. PERSONNEL		
Project Director (\$4,000/mo x 6 months)		\$ 24,000
Project Director Assistant (\$500/mo x 6 months)		3,000
Accountant (25% @ \$3,400/mo x 6 months)		5,100
Casual Labor (20 days x 9 sites x 5 persons x \$6/day)		5,400
Security Guards (\$1,800/mo x 6 months)		<u>10,800</u>
Personnel Subtotal		\$ 48,300
II. TRAVEL and PER DIEM		
Nairobi/Dubai: Airfare (1 @ \$700)		\$ 700
Lodging (30 days @ \$50/day)		1,500
Taxi and Rental Fares (30 days @ \$10/day)		300
Per Diem (30 days @ \$18/day)		<u>540</u>
Travel Subtotal		\$3,040
III. TRANSPORTATION		
Vehicle Rental (1 @ \$100/day x 180 days)		\$ 18,000
Transportation of equipment and materials		<u>20,100</u>
Transportation Subtotal		\$ 38,100
IV. EQUIPMENT and SUPPLIES		
4 Generators @ \$10,000		\$ 40,000
2 Diesel Engines @ \$7,000		14,000
3 Windmills @ \$12,000		36,000
5 Submersible Pumps @ \$3,500		17,500
11 Handpumps @ \$500		5,500
Watering Troughs (7 sites @ \$5,000 & 1 site @ \$7,000)		42,000
7 Reservoir Tanks (5 @ \$4,000 & 2 @ \$2,000)		24,000
Pipes (see list)		35,000
Sand, Gravel, Stone, Cement for Wells (9 sites @ \$2,000)		18,000
Tools and Equipment		1,000
Testing Kit		500
Water Purifying Chemicals (9 sites @ \$100)		900
3 Hand Radios @ \$ #,200		3,200
Generator		6,000
Borehole Drilling (2 @ \$30,000 each)		60,000
Pump Installation (5 sites @ \$500 & 11 sites @ \$100)		3,600
Equipment and Supplies Subtotal		\$307,200
V. Other Direct Costs		
Office/Housing and Storage (6 months @ \$1,000/mo)		\$ 6,000
Office Supplies		600
Evaluation		3,000
Audit		<u>2,000</u>
Other Direct Costs Subtotal		\$ 11,600
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	TOTAL DIRECT COSTS	\$408,240
V. INDIRECT COSTS @ 22%		\$ 89,813
	GRANT TOTAL	\$498,053