



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

17-11-577
AUG 31 1993

Mr. Mario Ochoa
Executive Vice President
Adventist Development and Relief
Agency International
12501 Old Columbia Fike
Silver Spring, MD 20904

Subject: Cooperative Agreement No. FAO-0801-A-00-3049-00

Dear Mr. Ochoa:

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

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

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

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

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

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

Sincerely yours,

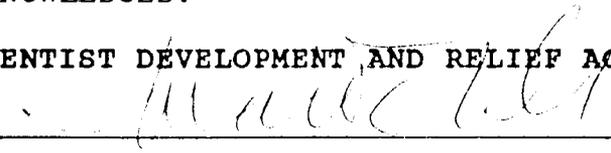

James A. Jeckell
Agreement Officer
Chief, FAO Branch
Office of Procurement

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Special Provision entitled "Restrictions on Lobbying"
5. A.I.D. Eligibility Rules (total procurement value > \$250K)

ACKNOWLEDGED:

ADVENTIST DEVELOPMENT AND RELIEF AGENCY INTERNATIONAL

BY: 

TYPED NAME: Mario H. Ochoa

TITLE: Executive Vice President

DATE: September 13, 1993

FISCAL DATA

A. GENERAL

- A.1. Total Estimated A.I.D. Amount: \$3,500,000
- A.2. Total Obligated A.I.D. Amount: \$700,000
- A.3. Cost-Sharing Amount (Non-Federal): \$1,940,693
- A.4. Other Contributions (Federal): \$-0-
- A.5. Project No.: 938-0801
- A.6. A.I.D. Project Office: FHA/FFP, Jaime Correa
- A.7. Funding Source: A.I.D./W
- A.8. Tax I.D. No.: 52-0643036
- A.9. CEC No.: 00-792-983K
- A.10. LOC No.: 72-00-1353

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B. SPECIFIC

- B.1.(a) PIO/T No.: 938-0801-3687410
- B.1.(b) Project No.: 938-0801
- B.1.(c) Appropriation: 72-1131021.1
- B.1.(d) Allotment: 341-38-099-00-20-31
- B.1.(e) BPC: EDVA-93-16840-KG11
- B.1.(f) Amount: \$700,000

SCHEDULE

1A. PURPOSE OF COOPERATIVE AGREEMENT

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

1B. PERIOD OF COOPERATIVE AGREEMENT

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

1B.2. However, because this Cooperative Agreement is incrementally funded (see Section 1C.4. below), funds obligated hereunder are only anticipated to be sufficient for program expenditures through 30 August 1994.

1C. AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1C.1. The total estimated amount of this Cooperative Agreement for its full period, as set forth in Section 1B.1. above, is \$3,500,000.

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

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

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

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

1C.5. The total estimated amount of the program described in Attachment 2 of this Cooperative Agreement is \$5,440,693, of which A.I.D. may provide the amount specified in Section 1C.1. above, and the Recipient will provide \$1,940,693 in accordance with Section 1M. below.

1D. COOPERATIVE AGREEMENT BUDGET

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

1D.2. Budget

<u>Cost Element</u>	<u>A.I.D.</u>	<u>Grantee/ Others (Non-Fed)</u>	<u>Grantee/ Others (Federal)</u>	<u>Total</u>
Personnel	\$2,328,873			
Consultants	145,600			
Training	91,389			
Travel	129,025			
Procurement	61,714			
Other Directs	222,265			
Evaluation	12,634			
Indirect Costs	508,500			
Total	\$3,500,000	\$1,940,693	\$ -0-	\$5,440,693

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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 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/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 Grant, 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 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 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., POL/CDIE/DI, Washington, DC 20523-1802. These reports shall be submitted within 30 days following the end of the reporting period, and shall briefly present the following information:

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

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

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

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 Officer as soon as the following types of conditions become known:

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

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

1E.2.(b)(3) If any performance review conducted by the 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.(c) Environmental Impact

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

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1E.2.(d) Training Reports

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

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

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

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

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

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

1E.2.(f) Final Report

Within 90 days following the estimated completion date of this Grant (see Section 1B. above), the Grantee shall submit two (2) 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., POL/CDIE/DI, Washington, DC 20523-1802. It will cover the entire period of the Grant and include all information shown in Sections 1E.2., specifically including, but not limited to : (1) a summarization of the program's accomplishments or failings; (2) an overall description of the activities under the program during the period of this Grant; (3) a description of the methods of work used; (4) comments and recommendations regarding unfinished work and/or program/continuation and direction; and (5) a fiscal report that describes in detail how the Grant (and any matching) funds were used.

1E.2.(g) Annual Progress Report

Annual Progress Reports will be required on grant activities and should reflect progress made in achieving goals and objectives as specified in the Program Description and Benchmarks described in the Grantee's proposal. Reports will also include a detailed pipeline analysis of financial expenditures for the agreement period which identifies disbursements by expense category. Further guidance on the dates of submission, number of copies, content and preparation of these reports will be provided by the A.I.D. Project Officer.

1E.3. Evaluation

For all multi-year grants, an external final evaluation will be submitted six months prior to the expiration of the grant. For five-year grants, an internal evaluation will be submitted two and a half years into the grant period.

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. DETAILED IMPLEMENTATION PLAN

The Project Officer will review and must approve a detailed implementation plan which will be prepared by ADRA within one month after the program begins to reflect the approved budget level. This implementation plan will identify each task and address how the activity will be carried out. It will also identify a time period for accomplishing the activity and benchmark or indicator of progress by which to measure the success of the activity.

1F.2. QUARTERLY MEETINGS

Quarterly meetings will be held between ADRA and the Project Officer, or other designated FFP staff, to review progress on the Agreement, and to discuss upcoming activities.

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

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

1G.2.(a) Source, Origin, and Componentry of Goods and Commodities/Nationality of Suppliers of Goods or Services/Eligibility of Commodity-Related Services

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

Except as specified in Section 1G.2.(b) below, all goods/commodities shall have their source and origin in the United States (Geographic Code 000), and shall meet A.I.D.'s componentry requirements, except as the Agreement Officer may otherwise agree in writing.

1G.2.(a)(2) Nationality of Suppliers

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

Except as specified in Section 1G.2.(b) below, the suppliers of goods and commodities shall have their nationality in the United States (Geographic Code 000), except as the Agreement Officer may otherwise agree in writing.

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

Except as specified in Section 1G.2.(b) below, the suppliers of services (other than commodity-related services, as described in Section 1G.2.[a][3] below) shall have their nationality in the United States (Geographic Code 000), except as the Agreement Officer may otherwise agree in writing.

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

Notwithstanding any other provision of this Cooperative Agreement, 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 or services, except as the Agreement Officer may otherwise agree in writing.

1G.2. (a) (3) Eligibility of Commodity-Related Services

The eligibility of the various types of commodity-related services is described in Attachment 5 of this Cooperative Agreement. Further thereto:

1G.2. (a) (3) (A) Ocean Transportation

Notwithstanding the Standard Provision of this Cooperative Agreement entitled "Ocean Shipment of Goods," ocean shipping financed hereunder shall, except as the Agreement Officer may otherwise agree in writing, be financed only on flag vessels of the United States (A.I.D. Geographic Code 000). If the Agreement Officer approves the use of non-U.S. flag vessels, the Standard Provision of this Cooperative Agreement entitled "Ocean Shipment of Goods" will apply. See also paragraphs A.4. and B.1. of Attachment 5 of this Cooperative Agreement.

1G.2. (a) (3) (B) Marine Insurance

The Authorized Geographic Code for marine insurance is the same as is set forth in Section 1G.2.(a)(2)(B) above. Paragraph (c) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services" applies. See also paragraph B.5. of Attachment 5 of this Cooperative Agreement.

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1G.2. (b) Exceptions

1G.2. (b) (1) Construction and Engineering Services

Notwithstanding Section 1G.2.(a)(2)(B) above, unless otherwise approved in advance and in writing by the Agreement Officer:

1G.2. (b) (1) (A) Construction services estimated to be in excess of \$5,000,000 shall be limited to firms whose nationality is in the United States (Geographic Code 000), except as specified in Section 1G.2.(b)(5)(C) below;

1G.2. (b) (1) (B) Construction implemented by U.S. firms, regardless of dollar value, will require 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. (b) (1) (C) Engineering services, regardless of dollar value, shall be limited to the United States (Geographic Code 000).

1G.2. (b) (2) 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 Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services" shall apply in lieu of Sections 1G.2.(a)(1) and 1G.2.(a)(2) above, except as specified in Section 1G.2.(b)(3) below.

1G.2. (b) (3) Restricted Goods

Notwithstanding Sections 1G.2.(a)(1), and 1G.2.(b)(2) above, the restricted goods listed in paragraph (a)(3) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services" must be specifically approved by the Agreement Officer regardless of dollar value and source, origin, and componentry, except to the extent that such approval may be provided in Section 1I.4. below.

1G.2. (b) (4) Development Fund for Africa (DFA)

Notwithstanding Sections 1G.2.(a)(1) and 1G.2.(a)(2) above, and unless otherwise specified in a Project Agreement between A.I.D. and the host government, commodities and services financed under the Development Fund for Africa (DFA) shall be in accordance with paragraph (b)(1) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services," except that if the total amount of non-U.S. procurement exceeds

\$5,000,000, such procurement must be approved in advance and in writing by the Agreement Officer. However, U.S. procurement is still to be maximized to the maximum extent practicable, and, except in emergencies, timing shall not be deemed a factor to justify non-U.S. procurement.

1G.2.(b)(5) Local Procurement

Notwithstanding Sections 1G.2.(a)(1) and 1G.2.(a)(2) above, local procurement of goods and services, as described in paragraph (b) of the Standard Provision of this Cooperative Agreement entitled "Local Cost Financing" is authorized. However, if required by the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget" or the applicable federal cost principles as described in the Standard Provision of this Grant entitled "Allowable Costs," the Recipient must still obtain the approval of the A.I.D. Agreement Officer for procurement/(sub)contracts and subagreements, regardless of dollar value or the source, origin, componentry, or supplier nationality.

1G.2.(c) Definitions

1G.2.(c)(1) 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 Cooperative Agreement).

1G.2.(c)(2) 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 Cooperative Agreement by reference (see also Attachment 5 of this Cooperative Agreement which reflects the substance of Appendix D of A.I.D. Handbook 18 as of the effective date of this Cooperative Agreement).

1G.3. Approvals

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

other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 1I.2. below.

1G.4. Title to Property

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

1H. INDIRECT COST RATES

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

<u>Type</u>	<u>Rate</u>	<u>Base</u>
Home Office/On-Site	17.00%	<u>1/</u>

1/ Base of Application: Total direct costs excluding donated commodities and ocean freight

1I. SPECIAL PROVISIONS

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

1I.1.(a) Employee Salaries

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

1I.1.(b) Consultant Fees

Compensation for consultants retained by the Recipient hereunder shall not exceed, without specific approval of the rate by the

Agreement Officer: either the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years; or the maximum rate of a Foreign Service Officer, Class 1 (FS-1) (as periodically amended), whichever is less. A daily rate is derived by dividing the annual compensation by 2,087 and multiplying the result by 8.

1I.2. Publications

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

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

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

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

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

1I.3. Equipment Purchases

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

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

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

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

1I.3.(b) Approvals

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

N/A

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

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

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

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

1I.4. Restricted Goods

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

1I.4.(a) Agricultural Commodities

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

1I.4.(b) Motor Vehicles

Motor vehicles, if approved for purchase under Section 1I.4.(b) above or subsequently approved by the Agreement Officer, must be of U.S. manufacture and must be of at least 51% U.S. componentry. The source of the motor vehicles, and the nationality of the supplier of the vehicles, must be in accordance with Section 1G.2. above. Motor vehicles are defined as self-propelled vehicles with passenger

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

1I.4.(c) Pharmaceuticals

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

1I.4.(d) Pesticides

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

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

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

1I.4.(f) Used Equipment

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

1I.4.(g) Fertilizer

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

1I.5. Limitation on Use of Funds

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

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

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

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

1J. Closeout Procedures

1J.1.

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

1.J.2.

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

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

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

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

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

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

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

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

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

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

1.J.3.(f) In the event a final audit has not been performed prior to the closeout of the grant or cooperative agreement, A.I.D. shall

retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

1K. RESOLUTION OF CONFLICTS

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

- Attachment 1 - Schedule
- Attachment 3 - Standard Provisions
- Attachment 4 - Special Provision entitled "Restrictions on Lobbying"
- Attachment 5 - A.I.D. Eligibility Rules
- Attachment 2 - Program Description

1L. STANDARD PROVISIONS

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

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

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

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

- (X) OMB Approval Under the Paperwork Reduction Act (August 1992)
- (X) Payment - Letter of Credit (August 1992)

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- () Payment - Periodic Advance (January 1988)
- () Payment - Cost Reimbursement (August 1992)
- (X) Air Travel and Transportation (August 1992)
- () Ocean Shipment of Goods (August 1992)
- (X) Procurement of Goods and Services (November 1985)
- (X) AID Eligibility Rules for Goods and Services (June 1993)
- () Subagreements (August 1992)
- (X) Local Cost Financing (June 1993)
- () Patent Rights (August 1992)
- (X) Publications (August 1992)
- () Negotiated Indirect Cost Rates - Predetermined (August 1992)
- (X) Negotiated Indirect Cost Rates - Provisional (Nonprofits) (August 1992)
- () Negotiated Indirect Cost Rates - Provisional (For-Profits) (August 1992)
- (X) Regulations Governing Employees (August 1992)
- (X) Participant Training (August 1992)
- () 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.

BEST AVAILABLE DOCUMENT

PROGRAM DESCRIPTION

The Recipient's proposal dated 18 December 1992, as amended, is incorporated herein by reference. Excerpts therefrom are set forth below as the Program Description (Attachment 2) and is made a part of this Grant.

A. PROGRAM GOAL

The overall goal of the project is to improve the food security of vulnerable groups located within selected marginal countries of the world through a more effective use of Title II agricultural commodities and local currency.

B. PURPOSE

The purpose of this Cooperative Agreement is to expand ADRA's capacity to design, implement, manage, and evaluate a variety of sustainable, community-based Title II programs by strengthening ADRA headquarters' human resources through team building and increased expertise in Title II commodity-supported programming, management, and accountability.

C. OBJECTIVE

In support of the above goal the following objectives will be reached:

1. To expand ADRA's capacity to provide effective technical support to increasingly complex and sophisticated Title II programming;
2. To remedy ADRA's organizational structure weaknesses; and,
3. To achieve a higher level of Title II accountability, both financial and programmatic.

D. PRINCIPAL ACTIVITIES

The Recipient's proposal is to be incorporated as an integral part of the Agreement document, with benchmarks for approved activities to be accomplished. Those to be accomplished annually are summarized as follows:

1. In-service training of 20 Title II program staff during 2nd, 3rd, and 4th year of the Agreement, in a 5-10 day workshop;

2. Implementation of continuing education programs in accountability and management, and integrated community development beginning in August 1994;
3. Recruitment and training of 2 management trainees per year;
4. Establishment of the Senior Professional Volunteer Corps;
5. Establishment of ADRA Young Professionals Volunteer Corps;
6. Further standardization and strengthening of all Title II financial and commodity management systems;
7. Phase over/down/out of current Title II programs and conduct five feasibility studies for expansion of Title II programs (eg. in current "emergency" countries); and,
8. Expansion of ADRA's pool of Academic Service Providers.

E. PROGRAM MANAGEMENT

The responsible officer for this Agreement is Mario H. Ochoa, Executive Vice President. All activities will be managed by the director of ADRA headquarters Office of Food-Supported Development (OFSD). He will be backstopped by one Senior Advisor, three Assistant Directors with their respective support staff, an Emergency Relief and Disaster Preparedness Specialist, four Accountants, and personnel from the Offices of Planning, Evaluation, and Human Resource Development.

BEST AVAILABLE DOCUMENT