

POCBM 225



UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

Regional Development Office/South Pacific

American Embassy
P.O. Box 218
Suva, Fiji

Telephone: 311-399
Telex: 2647 USAID FJ
Telefax: 300 075

September 11, 1991

Mr. Julio Andrews
Pacific Island Nations Representative
The Asia Foundation
P.O. Box 15980
Suva, Fiji

Dear Mr. Andrews:

Re: Grant 879-0001-C-SS-1133

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereafter referred to as "A.I.D." or "Grantor") hereby grants to the Asia Foundation the sum of \$55,636 to provide support for a judicial training and support program in Papua New Guinea as described in the schedule of this grant and the Attachment 2, entitled "Program Description."

This Grant is effective and obligation made as of the date of this letter and shall apply to commitments made by the grantee in furtherance of program objectives during the period beginning with the effective date and ending December 31, 1992.

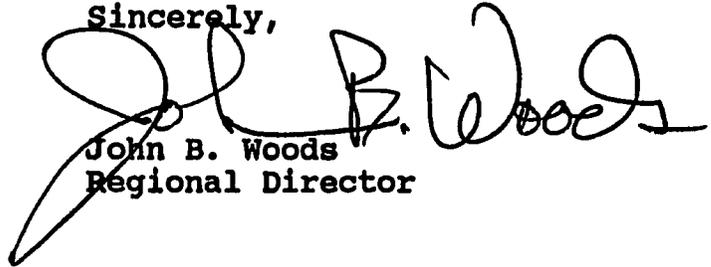
This Grant is made to the Asia Foundation, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled the Schedule, Attachment 2, entitled "Program Description," and Attachment 3 entitled "Standard Provisions", which have been agreed to by your organization.

Mr. Julio Andrews
Pacific Island Nations Representative
The Asia Foundation
Suva, Fiji

2.

Please sign the original Grant and each copy of this letter to acknowledge your receipt of the grant, and return the original and all but one copy to RDO/SP.

Sincerely,

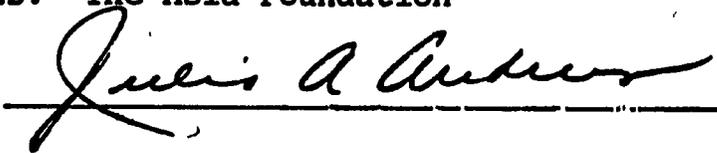


John B. Woods
Regional Director

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACCEPTED: The Asia Foundation



Name: JULIO A ANDREWS

Title: REPRESENTATIVE - PACIFIC ISLANDS

Date: September 12, 1991

ACCOUNTING CLASSIFICATION

APPN: 72-1111021
BPC: PDEA9127879JG13
RESCTLNO: S910331
OBLDOCNO: 879-0001-G-SS-1133
AMOUNT: US\$55,636.00

ACCOUNTING SECTION

FUNDS AVAILABLE: \$ 55,636.00
FUNDS VERIFIED BY: [Signature]
ON: 9/13

TRNDAT: BY:
PSTDAT: BY:
TRN TYP: Rev/acc "u"

2

Attachment 1

SCHEDULE

A. Purpose of Grant

The purpose of this Grant is to provide support to strengthen the legal system of Papua New Guinea and promote awareness of and adherence to the law in the government and society as specifically described in Attachment 2 to this Grant entitled "Program Description."

B. Period of Grant

The effective date of this Grant is the date of signature of the Grant letter. The expiration date of this Grant is December 31, 1992.

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of \$55,636 for purposes of this Grant.

2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3, Standard Provisions entitled "Payment - Letter of Credit."

D. Financial Plan

Financing under this Grant shall be in accordance with the implementation procedures found on page 4 of Attachment 2, "Program Description."

E. Reporting and Evaluation

1. The Grantee shall provide upon a six monthly basis a description of activity progress under this Grant.

2. The Grantee will submit quarterly "Financial Status Report" SF-269, on an accrual basis no later than 30 days after the end of the period, in an original and two copies to A.I.D./M/FM/PAFD, Washington, D.C. 20523. The final financial report must be submitted within 90 days after the conclusion of the grant.

3. The Grantee shall submit an original and one copy of SF272 "Federal Cash Transactions Report," within 15 working days following the end of each quarter to M/FM/PAFD, and a copy to RDO/SP.

Grant 879-0001-G-SS-1133

Attachment 1

F. Indirect Cost Rate

The Indirect Cost Rate under this grant is 25.6 percent.

G. Authorized Geographical Code

In accordance with the A.I.D. "Buy America" policy (State 410442, December 5, 1990, paragraph 12), The Grantee, in procuring goods and services, shall follow the order of preference described in the standard provision entitled "A.I.D. Eligibility Rules for Goods and Services (attachment 3). All local procurement shall be documented per paragraph (b) (I) (ii) and the additional rules of the standard provision entitled "Local Cost Financing" shall be followed also (Attachment 3).

**THE ASIA FOUNDATION
PROGRAM DESCRIPTION**

A. SUMMARY

Country:	Papua New Guinea
Activity Title:	Judicial and Legal Training Program
Total AID Request:	\$55,636
Activity Location:	Papua New Guinea
Implementing Organization:	The Asia Foundation P.O. Box 15980 Suva, Fiji

B. ACTIVITY AND PURPOSE

The overall purpose of this activity is to strengthen the legal system of Papua New Guinea and promote awareness of and adherence to the law in the government and society. To achieve this purpose, The Asia Foundation (TAF) will provide training to judges and magistrates to improve the efficiency of the judicial system. This strengthening of a major pillar supporting the institutions of democratic government is intended to promote the rule of law and the fair, consistent, and timely administration of justice by (1) increasing access to the law by private citizens, government officials, and the legal profession, and (2) improving judicial performance in key areas of the law.

The proposed activity is a 15 month program to strengthen the capacity of the judiciary of Papua New Guinea and to develop an in-country judiciary training program or institute. The program will take place in Papua New Guinea and the United States. The in-country program consists of an American consultant on judicial education and training for judges, both justices and magistrates, and focusses upon substantive as well as procedural aspects of law, the management of court, and case flow issues. The United States portion of the program will enable three judicial officials to

receive training in special areas of jurisprudence and help them to understand the importance and need for continuing judicial training. This will be done through participation in short-term judicial training programs and by visits to judicial training institutions, such as the California Center for Judicial Education and Research (CJER). In-country activities will consist of bringing the Executive Director of the CJER to Port Moresby to assist the Chief Justice and his staff develop a national judicial training program and to participate in a national judicial conference and training in October 1992.

C. RATIONALE

The development of democratic institutions is a prerequisite for a pluralistic society. The larger goal is thus to encourage the development of the democratic process by supporting the growth of a judicial system that is effective, fair and responsive to the needs of its citizens. The existence of legal procedures and established court systems is not enough to achieve this goal. Even with the best laws and the most modern court systems, the quality of justice is never better than the people who administer it. Excellence in judicial training is a basic pre-condition for the development of pluralistic societies where public participation is encouraged, human rights are protected, and democratic institutions are allowed to develop and flourish.

Papua New Guinea, the largest and most economically viable of the Pacific Island nations, faces a number of serious problems. The 600-island archipelago is beginning to develop its wealth of natural resources and pull itself out of a decade-long economic slump. However, the country's rapid economic success has exacerbated the country's political and social problems. Its rapid transition from a Stone Age land of subsistence farmers to a country dotted with high-rise buildings has only accelerated the breakdown in tribal culture. Fast money has led to an increase in crime and complicated land disputes. Unemployment is rampant with only 10,000 new jobs being created each year for 50,000 new job-seekers, and has resulted in youth with too much time and too little money roaming the streets stealing and committing random acts of violence. Corruption is wide spread.

As Papua New Guinea struggles to deal with the challenges of nation building, it must turn to its courts to further the rule of law and to help foster law and order throughout the country. Responsibility to meet this challenge falls primarily on Chief Justice Sir Buri Kidu. During his ten year tenure, the Chief Justice has been very successful in making major modifications because of his ability to work closely with the Prime Minister and the Secretary of Justice, no matter which party is in power. His personal contact and ability to present logical and meaningful improvements have resulted in PNG's success in developing the judiciary.

The Chief Justice presides over the National Court, which consists of 14 Justices, and tries the major criminal and civil cases in the first instance. The largest number of judges in the country are Magistrates who preside over District Courts. The Magistrates are divided into classes and many do not have a law degree. They are presided over by a Chief Magistrate.

There is little training of judges. Though judges attend conferences they resist the concept of training. There is no organized training for the National Court. Magistrates are trained initially at the Papua New Guinea Law School, but receive very little follow-up training once they are on the bench. The Chief Justice recognizes that judicial training is essential for a better and more effective judiciary and is moving toward the establishment of a national judicial training program or institute, much like those found in the United States and Asia.

Complementing the Chief Justice's interest in judicial training is a proposal from the Papua New Guinea Law Society. The proposal calls for the establishment of a structure to provide continuing legal education in Papua New Guinea for all legal professionals. A Steering Committee composed of judicial officials and lawyers held its first meeting on May 1, 1991. The Committee recognized that all areas of the legal profession have an interest in Continuing Legal Education (CLE), although each may have different needs. The Committee also noted that since there are limited resources for CLE there is much to be said for a joint approach to the subject. The Committee's recommendation that a National Institute for Continuing Legal Education be established is before the Chief Justice.

D. RELATED ACTIVITIES OF THE ASIA FOUNDATION

TAF has long been at the forefront of developing judicial excellence in Asia and the Pacific. Through its Pacific Island Nations Program, TAF has done extensive work in the legal and judicial areas over the past several years. TAF's efforts have been directed toward magistrate and paralegal training. TAF has provided practical training in court procedures and legal issues to personnel outside the courts, (eg. private attorneys, public solicitors, and public prosecutors) These activities impact on the ability of the courts to provide efficient and effective justice.

In addition to support to the University of Papua New Guinea Faculty of Law for a clinical legal education program (LEAP), funded partly by AID, TAF has supported long-term programs to upgrade the judiciary of the Solomon Islands through funding for ten Magistrates in a two-year Diploma in Magistrate Studies offered by the UPNG Faculty of Law.

The Foundation has also supported a number of efforts in the area of legal modifications, mostly under the auspices of the UPNG Faculty of Law, and has supported research and curriculum development on the role of customary law in the region. The Foundation has sought to strengthen the upper levels of the judiciary and Pacific Island legal systems through support for conference participation. In May 1991, it supported the participation of eight Pacific Island Chief Justices to the 9th Pacific Judicial Conference.

The Foundation's extensive programming experience in the area of law and the administration of justice has enabled it to build widespread resource contacts in the field of judicial education and training in the U.S. and the region. This current project builds upon previous AID and TAF efforts to provide resources and strengthen professional competence within the judiciaries of the region.

E. BENEFICIARIES

The immediate beneficiaries of this training will be the Justices and Magistrates who will participate in the in-country and U.S. training programs. Secondary beneficiaries will be judges and lawyers who will be trained at the proposed National Institute for Continuing Legal Education. The ultimate beneficiaries will be the thousands of people who come before the courts in civil and criminal matters.

F. ANTICIPATED ACCOMPLISHMENT

This program is expected to accomplish two objectives:

- (1) to train approximately 65 judges from 19 provinces and the National district
- (2) to further the development of a National Institute for Continuing Legal Education.

G. IMPLEMENTATION

RDO/SP will make a grant to the Fiji office of The Asia Foundation for \$55,636. TAF will coordinate the program with the Chief Justice of Papua New Guinea.

The Asia Foundation will sign separate letters of agreement (sub-grants) with the Chief Justice for the training components and the provision of a consultant on judicial training. TAF will use its established procedures for monitoring and evaluating this grant. The letters of agreement covering sub-grants will clearly state the objectives, TAF's expectation, and the sub-grantee's obligation.

The U.S. portion of the training program will be administered by TAF's Asian-American Exchange unit (AAX) in San Francisco. AAX will be responsible for arranging tailor made programs for three senior judicial officers who will travel to the U.S. for short term training and visits to judicial training institutions. The Foundation will also arrange for the consultative services of Dr. Paul Li, executive Director of the California Center for Judicial Education and Research.

The in-country portion of the program will be administered by the Chief Justice. He will be responsible for coordinating the consultancy of Dr. Li as well as the convening of a national judicial conference for Justices and Magistrates in October 1992.

H. TIME FRAME

The program will be implemented between October 1, 1991 and December 31, 1992.

I. LOCAL SUPPORT

The Asia Foundation's Representative in Suva, the Foundation's Senior consultant on Legal Systems and Judicial Administration, U.S. Federal Judge J. Clifford Wallace, and the Chief Justice have had several planning sessions regarding the program. Judge Wallace participated in the Third Papua New Guinea Judicial Conference in October 1990 where he gained insights into nation's training needs. More recently discussion on the program occurred at the 9th Pacific Judicial Conference in Tahiti in May 1991. The Foundation's Representative in Suva has since discussed the program with the Chief Justice who is enthusiastic for the program and has agreed to provide logistical and professional support for the in-country components of the program. The Chief Justice has also met Dr. Paul Li on several occasions and is anxious for his involvement.

J. EVALUATION

There are three components to the program and each will be evaluated separately. In addition TAF will provide a narrative evaluation report covering the entire program.

Component 1 - U.S. Training and Observation: Each of the three participants will prepare a written evaluation of their experience. In addition the Foundation's AAX unit will submit a substantive evaluation which will include feed-back from the training institutions and individuals with whom the participants meet during their observation program.

Component 2 - Consultant: Dr. Paul Li and the Chief Justice will submit separate written evaluations of the consultancy.

Component 3 - National Judicial conference: The Chief Justice will distribute an evaluation form at the completion of the conference. In addition he will submit a narrative evaluation report.

TAF will provide a substantive report to RDO/SP upon completion of the activities. The report will describe the sub-grants provided during the year, and review the overall project in relation to its broad objectives and goals., Rather than a strictly quantitative assessment, the report will attempt to analyze the institutional impact of the project. TAF will also provide RDO/SP with a financial report for the project.

K. BUDGET ESTIMATEExpenses

1. U.S. Training and Observation Program

International and domestic airfares ($\$2,700 \times 3$ participants)	US\$8,100	
Registration Fees ($\$800 \times 6$ courses)	\$4,800	
Per diem ($\$120 \times 22$ days $\times 3$ participants)	\$7,920	
International Travel Allowance ($\$50 \times 3$ participants)	\$ 150	US\$20,970

2. U.S. Consultant

International air fare	\$2,500	
Per Diem ($\$199 \times 10$ days)	\$1,990	
Fee ($\$250 \times 10$)	\$2,500	\$ 6,990

3. National Judicial Conference

Transportation from provinces ($\$180 \times 25$ participants)	\$4,500	
Per diem ($\$150 \times 25$)	\$3,750	
Training Materials	\$2,173	\$10,423
Sub-Total		<u>\$38,383</u>

4. TAF Program Service Costs (for monitoring and evaluation)	\$5,913	
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5. Indirect Cost (25.6%)	\$11,340	
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GRAND TOTAL		<u>US\$55,636</u> =====
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APPENDIX 4C
OMB Control No. 0412-0510
Expiration Date: 12/31/89

MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES¹

INDEX OF
MANDATORY STANDARD PROVISIONS

- | | |
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| 1. Allowable Costs | 8. Debarment, Suspension, and other
Responsibility Matters |
| 2. Accounting, Audit, and Records | 9. Nondiscrimination |
| 3. Refunds | 10. U.S. Officials Not to Benefit |
| 4. Revision of Grant Budget | 11. Nonliability |
| 5. Termination and Suspension | 12. Amendment |
| 6. Disputes | 13. Notices |
| 7. Ineligible Countries | |

1. ALLOWABLE COSTS (NOVEMBER 1985)

The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the grant officer to be reasonable, allocable, and allowable in accordance with the terms of this grant, any negotiated advance understanding on particular cost items, and the applicable* cost principles in effect on the date of this grant.

* NOTE: For Educational Institutions use OMB Circular A-21; for all other non-profits use OMB Circular A-122; and for profit making firms use FAR 31.2. and AIDAR 731.2.

* 2. ACCOUNTING, AUDIT, AND RECORDS (SEPTEMBER 1990) *

(a) The grantee shall maintain books, records, documents, and other evidence in accordance with the grantee's usual accounting procedures to sufficiently substantiate charges to the grant. The grantee's financial management system shall provide for the following:

¹When these Standard Provisions are used for cooperative agreements, the following terms apply: "Grantee" means "Recipient," "Grant" means "Cooperative Agreement," and "AID Grant Officer" means "AID Agreement Officer."

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(1) Accurate, current, and complete disclosure for each AID-sponsored project or program in accordance with the reporting requirements of this grant. While AID requires reporting on an accrual basis, the grantee shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for AID-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

(3) Effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.

(4) Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit-cost data whenever appropriate.

(5) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the recipient, whenever funds are advanced by the Federal Government.

(6) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant.

(7) Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (i) the amount and disposition by the grantee of the proceeds of such assistance, (ii) the total cost of the project or undertaking in connection with which such assistance is given or used, (iii) the amount of that portion of the cost of the project or undertaking supplied by other sources, and (iv) such other records as will facilitate an effective audit.

* (8) Audits in accordance with the requirements of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions." *

(9) A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

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(b) The grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives:

(1) until the expiration of three years from the date of termination of the grant;

(2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. AID follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit; and

(3) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

(c) The grantee shall require subrecipients to adopt the standards in paragraphs (a) and (b) above except that portion of subparagraph (a) 1 that would require specific financial reporting forms and frequencies in accordance with the payment provisions of the grant.

* 3. REFUNDS (SEPTEMBER 1990)

(a) The grantee shall remit to AID all interest earned on funds provided by AID at least quarterly, except that interest amounts up to \$100 per year may be retained by the grantee for administrative expense.

(b) Funds obligated by AID but not disbursed to the grantee at the time the grant expires or is terminated shall revert to AID, except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant. Any funds advanced to but not expended by the grantee and not encumbered by a legally binding transaction applicable to this grant at the time of expiration or termination of the grant shall be refunded to AID

(c) AID reserves the right to require refund by the grantee of any amount which AID determines to have been expended for purposes not in accordance with the terms and conditions of this grant, including but not limited to costs which are not allowable in accordance with the applicable Federal cost principles or other terms and conditions of this grant. In the event that a final audit has not been performed prior to the closeout of this grant, AID retains the refund right until all claims which may result from the final audit have been resolved between AID and the grantee. *

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4. REVISION OF GRANT BUDGET (NOVEMBER 1985)

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant award process.

(b) The grantee shall immediately request approval from the grant officer when there is reason to believe that within the next 30 calendar days a revision of the approved grant budget will be necessary for the following reasons:

(1) Changes in the scope or the objectives of the program and/or revisions in the funding allocated among program objectives.

(2) The need for additional funding.

(3) The grantee expects the amount of AID authorized funds to exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater.

(4) The grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The grantee intends to contract or subgrant any of the substantive programmatic work under this grant, and such contracts or subgrants were not included in the approved grant budget.

(6) The grantee plans to incur an expenditure which would require advance approval in accordance with the applicable Federal cost principles and was not included in the approved grant budget.

(7) The grantee plans to transfer funds allotted for training allowances to other categories of expense.

(c) When requesting approval for budget revisions, the grantee shall use the budget formats that were used in the application unless a letter request will suffice.

(d) Within 30 calendar days from the date of the receipt of the request for budget revisions, the grant officer shall review the request and notify the grantee whether the budget revisions have been approved. If the revisions are still under consideration at the end of 30 calendar days, the grant officer shall inform the grantee in writing of the date when the grantee may expect the decision. The grant officer shall obtain the project officer's clearance on all such requests prior to communication with the grantee.

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(e) If the requested budget revision requires the obligation of additional funding, and, if after notification pursuant to this standard provision, AID determines not to provide additional funds, the AID grant officer will, upon written request of the grantee, terminate this grant pursuant to the standard provision of this grant, entitled "Termination and Suspension."

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

5. TERMINATION AND SUSPENSION (MAY 1986)

(a) For Cause. This grant may be terminated for cause at any time, in whole or in part, by the grant officer upon written notice to the grantee, whenever it is determined that the grantee has failed to comply with the conditions of the grant.

(b) For Convenience. This grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the grant officer to the grantee.

(c) Suspension: Termination for Changed Circumstances. If at any time AID determines that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States or that it would be in violation of an applicable law, then AID may, following notice to the grantee, suspend this grant and prohibit the grantee from incurring additional obligations chargeable to this grant other than necessary and proper costs in accordance with the terms of this grant during the period of suspension. If the situation causing the suspension continues for 60 days or more, then AID may terminate this grant on written notice to the grantee and cancel that portion of this grant which has not been disbursed or irrevocably committed to third parties.

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(d) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the grantee shall take immediate action to minimize all expenditures and obligations financed by this grant and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination. The grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended AID funds which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the grantee prior to the effective date of the termination of this grant be insufficient to cover the grantee's obligations in the legally binding transaction, the grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the applicable cost principles.

6. DISPUTES (November 1989)

(a) Any dispute under this grant shall be decided by the AID grant officer. The grant officer shall furnish the grantee a written copy of the decision.

(b) Decisions of the AID grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeals the decision to AID's Deputy Assistant to the Administrator for Management Services. Any appeal made under this provision shall be in writing and addressed to the Deputy Assistant to the Administrator for Management Services, Agency for International Development, Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the grant officer.

(c) In order to facilitate review on the record by the Deputy Assistant to the Administrator for Management Services, the grantee shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Deputy Assistant to the Administrator for Management Services shall be final.

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the AID grant officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

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8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (MARCH 1989)

(1) The grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) The grantee agrees that, unless authorized by the Grant Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The grantee further agrees to include the following provision in any subagreements or contracts entered into under this grant:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (MARCH 1989)

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) The policies and procedures applicable to debarment, suspension and ineligibility under AID-financed transactions are set forth in 22 CFR Part 208.

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9. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this grant on the basis of race, color, national origin, age, handicap, or sex.

10. U.S OFFICIALS NOT TO BENEFIT (NOVEMBER 1985)

No member of or delegate to the U.S. Congress or resident U.S. Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

11. NONLIABILITY (NOVEMBER 1985)

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

12. AMENDMENT (NOVEMBER 1985)

The grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the grant officer and an appropriate official of the grantee.

13. NOTICES (NOVEMBER 1985)

Any notice given by AID or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the AID grant officer, at the address specified in the grant.

To grantee, at grantee's address shown in the grant or to such other address designated within the grant.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

(END OF MANDATORY STANDARD PROVISIONS)

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**OPTIONAL STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES**

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with Paragraph 1E of Chapter 1 of Handbook 13. Each grant is required to have a payment provision. Check off the optional standard provisions which are included in the grant. Only those standard provisions which have been checked off are included physically within this grant.

- | | |
|---|---------|
| 1. Payment - Letter of Credit ✓ | _____ ✓ |
| 2. Payment - Periodic Advance | _____ |
| 3. Payment - Cost Reimbursement | _____ |
| 4. Air Travel and Transportation ✓ | _____ ✓ |
| 5. Ocean Shipment of Goods | _____ |
| 6. Procurement of Goods and Services ✓ | _____ ✓ |
| 7. AID Eligibility Rules for Goods and Services | _____ ✓ |
| 8. Subagreements ✓ | _____ ✓ |
| 9. Local Cost Financing | _____ ✓ |
| 10. Patent Rights | _____ |
| 11. Publications | _____ ✓ |
| 12. Negotiated Indirect Cost Rates - Predetermined ✓ | _____ |
| 13. Negotiated Indirect Cost Rates - Provisional | _____ ✓ |
| 14. Regulations Governing Employees | _____ |
| 15. Participant Training | _____ ✓ |
| 16. Voluntary Population Planning | _____ |
| 17. Protection of the Individual as a Research Subject | _____ |
| 18. Care of Laboratory Animals | _____ |
| 19. Government Furnished Excess Personal Property | _____ |
| 20. Title to and Use of Property (Grantee Title) | _____ |
| 21. Title to and Care of Property (U.S. Government Title) | _____ |
| 22. Title to and Care of Property (Cooperating Country Title) | _____ |
| 23. Cost Sharing (Matching) | _____ |
| 24. Use of Pouch Facilities | _____ |
| 25. Conversion of United States Dollars to Local Currency | _____ |

(INCLUDE THIS PAGE IN THE GRANT)