

September 28, 1990

Mr. Atanraoi Baiteke
 Secretary General
 South Pacific Commission
 B.P. D5
 Noumea Cedex
 New Caledonia

Dear Mr. Baiteke:

Grant No. 879-0009-G-SS-0202

I have the honor to refer to the Commission's proposal handed to me at the 1988 CRGA Meeting, proposing funding for the Tuna and Billfish Assessment Program of the South Pacific Commission.

I am pleased to inform you that, pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as the Grantor or A.I.D.) hereby grants to the South Pacific Commission (hereinafter referred to as the Grantee or SPC) the sum of Three Hundred and Nineteen Thousand (\$319,000), to be used for support of the SPC Tuna and Billfish Assessment Program (TBAP) as more fully described in ATTACHMENT 2, Program Description.

This Grant is effective as of the date of this letter, and is applicable to commitments made by the Grantee in support of the project through September 30, 1992.

This grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions as set forth on Attachment 1 (the Schedule); Attachment 2 (the Program Description) and Attachment 3 (the Standard Provisions); all of which have been agreed to by your organization.

Please indicate your acceptance of this Grant by signing the original and two copies of this letter in the space provided below and returning one copy to the Grant Officer.

THE UNITED STATES OF AMERICA

By: John B. Woods
John B. Woods

Title: Regional Director
USAID/RDO/SP

Date: 9/28/90

ACCEPTED:

SOUTH PACIFIC COMMISSION

By: Atanraoi Baiteke

Title: Secretary-General, South Pacific Commission

Date: 28 September 1990

ATTACHMENTS:

1. Schedule
2. Program Description
3. Standard Provisions

INPUT VOUCHER	DATE	BY
PAYTRACK LOG	8/31/90	JW
FUNDS VERIFIED		
MACS TRNDAT	09/28	JW
MACS PSTDAT		
MACS TRNTYP	06/18	JW

MRA:RU:ms 9/12/90 (draft)

Clearance:

FA:EPITA
 ADO:ENWITT
 PROG:KMDahlgren *(with changes as noted)*
 CONT:1BPeterson
 RLA (Sept 21, 1990 fax)

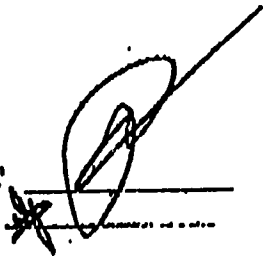
Chron: Reading File

file: AGR7/SPC/3; 0009/REG/B2

FISCAL DATA

Appropriation No : 72-1101021
 Budget Plan Code : QDNA9027879KG13
 RESERVATION CONTROL NO. : 8990436
 Project Number : 879-0009
 Total Estimated Amount : \$319,000
 Total Obligated Amount : \$319,000
 Funding Source : USAID

Clearance: CONT
 GJC



A handwritten signature in black ink is written over a horizontal line. Below the line, there is a small rectangular stamp with a star-like symbol on the left and some illegible text on the right.

SCHEDULE

A. Purpose of Grant

The purpose of this grant is to provide support for the SPC Tuna and Billfish Assessment Program (TBAP) as more specifically described in Attachment 2 (the Program Description) of this Grant.

B. Period of Grant

1. The effective date of this grant is the date of the grant letter to which this schedule is attached. The expiration date of this grant is September 30, 1992.

2. Funds obligated hereunder are available for program expenditures for the period from October 1, 1989 to September 30, 1992 as shown in the grant budget below.

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of \$319,000 for purposes of this grant.

2. Payment shall be made to the grantee in accordance with procedures set forth in Attachment 3 (the Standard Provisions).

D. Grant Budget

The following is the Grant Budget. Revisions to this Budget shall be made in accordance with the Standard Provision of this Grant entitled "Revision of Grant Budget".

cost element	Total Estimated from Oct. 1, 1989 to Sept. 31, 1992 US\$
(1) Regional Tuna Bulletin	200,000
(2) TBAP response to industry information requests	74,000
(3) TBAP assistance to vessel operators	40,000
(4) evaluation	5,000

	319,000

E. Source and Origin of Goods/Nationality of Services

Since the A.I.D. grant funds will be pooled with funds from other donors for the TBAP program, it is not necessary to identify A.I.D. funds with specific goods and services procured for the TBAP. Therefore, the grantee may use the A.I.D. grant funds to procure goods and services from any country which is included in A.I.D. Geographic Code 935.

F. Procurement Procedures

The Grantee may use its established procedures for the procurement of goods and services financed under the grant.

G. Reporting

1. In addition to the financial reporting requirements outlined in the Payment (Periodic Advances) provision of ATTACHMENT 3, the Grantee will provide to RDO/SP within 30 days after the end of each quarter a quarterly performance indicator report on all activities supported under the grant. The format for this report is provided in Annex 1 of this Attachment.

2. The function of this performance indicator report is to provide documentation on support and results of support provided by TBAP to private sector development and rational management of oceanic fish stocks.

3. This report will be one of the bases by which the effectiveness of this grant will be measured during planned project evaluations.

4. The grantee shall prepare and submit 2 copies of each report required by this grant to the Regional Development Office/South Pacific (RDO/SP) to the following address.

USAID/RDO/SP
P.O. Box 218
Suva, Fiji

5. The title of all reports forwarded shall include a descriptive title, the author's name(s), grant number, the project number and title, name of the A.I.D. office to which submitted, and the publication or issuance date of the report.

H. Evaluation

The progress of activities supported by the grant shall be reviewed in early CY 1991. The evaluation will be carried out by the Grantee and RDO/SP.

Criteria for review will include, but not be limited to the following:

1. the level of support provided to private sector fishing industry development in the region;
2. the impact of support provided to the private sector;
3. the impact of information provided to Pacific island countries in the management of their oceanic fish stocks.

The review will be charged to the Project at not more than \$5,000.

I. Unallowable Costs

Notwithstanding Standard Provision 1 in Attachment 3, the following costs are not allowable and reimbursable under this grant: overhead or general administrative (G&A) costs attributable or allocable to activities financed under the grant; and any other costs incurred by the Grantee which while partially allocable to grant activities, were not incurred solely for the purposes of the grant.

J. Special Payment Procedures

Standard Provision 12, PAYMENT (PERIODIC ADVANCES), is modified by deleting subparagraph (b) thereof, substituting therefor the following:

- "(b) To request an advance, SPC will submit a certified consolidated projected cash flow statement (Attachment 3, Annex 1) to the Regional Development Office/South Pacific in Suva, Fiji (RDO/SP). The advance to be requested, initial or otherwise, must be for not more than a 90-day cash requirement, unless there are compelling reasons that can be fully justified.

Each advance payment, whether initial or otherwise, must be accounted for at least quarterly in order for any subsequent advance payment to be made. If a request for

ATTACHMENT 1

an additional advance is desired, then it should be accompanied by a certified consolidated expenditure report (Attachment 3, Annex 2), as well as the project cash flow statement (Attachment 3, Annex 1).

RDO/SP, upon receipt of the above mentioned documents, will review them and if they are in order, will process the next advance and/or liquidation of the outstanding advance."

K. Additional and Continuing Costs

The Grantee agrees to finance or cause to be financed any additional or continuing costs for the program or its discrete components from sources other than A.I.D.

L. Assistance to Certain Countries

No funds provided under the grant will be used for activities directly benefiting any South Pacific area that is under the administration of another government or that is not fully independent.

M. Training

Any training financed with funding provided under the grant will be conducted in accordance with the local training rules set forth in A.I.D. Handbook 10, except as A.I.D. may otherwise agree in writing.

QUARTERLY PERFORMANCE INDICATOR REPORT
(Quarter from 1 January to 31 March 1991*)

General Activities

[list and summarize general TBAP activities in support of private sector and governments]

Specific Activities In Support of Private Sector

[list and summarize specific requests from and responses to private sector inquires for assistance]

Specific Activities in Support of National/Regional Stock Management

[list and summarize specific requests from and responses to national/regional inquires for assistance on stock management issues]

Success Story

[provide documentation on how TBAP actions resulted in positive private sector fishing industry development this quarter]

*note: Period indicated is for illustration purposes only.

PROGRAM DESCRIPTION

A. Goal and Purpose

The goal of this grant is to increase private sector exploitation and rational management of oceanic fisheries resources in the Pacific islands region. This objective will be achieved by providing grant support to SPC's Tuna and Billfish Assessment Program.

The purpose of SPC's Tuna and Billfish Assessment Program is to assist Pacific island countries develop, manage and rationally exploit the renewable oceanic resources of the SPC region. The overall purpose is the improvement of the quality of life of the peoples of the South Pacific.

B. Project Description

The Tuna and Billfish Assessment Program was established by the 1980 South Pacific Conference which mandated the assessment of tuna and billfish fisheries in the SPC region. In 1987, TBAP was critically reviewed. Its new emphasis is on field research activities to answer stock assessment questions at both regional and national levels, and the provision of technical and advisory services of direct assistance to private sector and individual countries.

TBAP provides direct support for fisheries private sector development in the region. Specific assistance includes the following.

1. TBAP publishes a quarterly statistical bulletin, the Regional Tuna Bulletin. This bulletin summarizes tuna catch statistics by fleet, month and species, and provides information on catch by area. About one-third of the 500 subscribers are tuna fishing companies, exporters, and processors.
2. TBAP responds to specific industry requests for information on the status of tuna stock resources. Advice is provided on the available resource base and the potential for development. This information is critical in planning private sector investments in the fishing industry.
3. TBAP provides data on tuna movements to private vessel owners. Information is based on the on-going tuna tagging program of TBAP. This information is extremely

ATTACHMENT 2

useful to private sector vessel operators in their efforts to locate and harvest tuna resources.

In order to achieve the objectives of this grant, funds from this grant will be used for the following:

1. to collect, analyze and disseminate tuna and billfish statistics to the private sector as well as Pacific island governments;
2. to provide advice and respond to requests from the private sector on fishing trends as well as opportunities for fishing industry development in the Pacific islands region; and
3. to assess tuna and billfish stocks in the region and provide advise to Pacific island countries on management of stocks to optimize long-term sustainable harvests.

C. Project Implementation

This grant and the TBAP will be implemented by SPC. The A.I.D. regional office in Suva, Fiji (RDO/SP) will monitor project progress and keep close contact and coordinate with the SPC officer responsible for the TBAP project.

STANDARD PROVISIONS FOR
GRANTS TO PUBLIC INTERNATIONAL ORGANIZATIONS

- | | |
|----------------------------------|-----------------------|
| 1. Allowable Costs | 7. Nonliability |
| 2. Refunds | 8. Amendment |
| 3. Revision of Grant Budget | 9. Notices |
| 4. Termination Procedures | 10. Publications |
| 5. Disputes | 11. Audit and Records |
| 6. U.S. Officials Not to Benefit | 12. Payment |

1. ALLOWABLE COSTS

(a) The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are reasonable, allocable, and allowable.

(1) Reasonable shall mean those costs that do not exceed those which would be incurred by an ordinarily prudent person in the conduct of normal business.

(2) Allocable shall mean those costs which are necessary to the grant.

(3) Allowable shall mean those costs which are reasonable and allocable, and which conform to any limitations set forth in this grant.

(b) Prior to incurring a questionable or unique cost, the grantee is encouraged to obtain the grant officer's written determination as to whether the costs will be allowable.

2. REFUNDS

(a) The grantee is encouraged to utilize interest bearing accounts where feasible and shall remit to A.I.D. all interest earned on funds provided by A.I.D.

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

ATTACHMENT 3

(c) If, at any time during the life of the grant, or as a result of final audit, it is determined that A.I.D. funds provided under this grant have been expended for purposes not in accordance with the terms of this grant, the grantee shall refund such amount to A.I.D.

3. REVISION OF GRANT BUDGET

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

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

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) Additional funding is needed.

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

(c) Except as required by other provisions of this grant specifically stated to be an exception from this provision, A.I.D. 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 Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the grant officer has notified the grantee in writing that such obligated amount has been increased and has specified the new grant total amount.

4. TERMINATION PROCEDURES

This agreement may be terminated, in whole or in part, by either party at any time upon 30 days written notice of termination. Upon receipt of and in accordance with a termination notice from the grant officer, the grantee shall take immediate action to cease all expenditures financed by this grant and to cancel all unliquidated obligations if possible. Further, upon receipt of notice of termination,

ATTACHMENT 3

the grantee shall not enter into any further obligations under this grant. Except as provided below, no further reimbursement shall be made after the effective date of termination. The grantee shall within 30 days of the effective date of termination repay to A.I.D. all unexpended A.I.D. funds which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by A.I.D. to the grantee prior to the effective date of termination be insufficient to cover the grantee's obligations in a legally binding transaction, the grantee may submit to A.I.D. within 90 days after the effective date of termination a written claim for such amount. The grant officer shall determine the amount(s) to be paid by A.I.D. to the grantee under such claim in accordance with the "Allowable Costs" provision of this grant.

5. DISPUTES

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

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

(c) In connection with any appeal proceeding under this provision, the grantee shall be given an opportunity to be heard and to offer evidence in support of its appeal.

(d) A decision under this provision by the Administrator or an authorized representative shall be the final decision of A.I.D.

6. U.S. OFFICIALS NOT TO BENEFIT

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.

7. NONLIABILITY

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

8. AMENDMENT

The grant may be amended upon mutual consent of the parties 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.

9. NOTICES

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

To the A.I.D. 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.

10. PUBLICATIONS

(a) If it is the Grantee's intention to identify A.I.D.'s contribution to any publication resulting from this grant, then Grantee shall consult with A.I.D. on the nature of the acknowledgement prior to publication.

(b) The Grantee shall provide the A.I.D. project officer with one copy of all published works developed under this grant and with lists of other written work produced under the grant.

(c) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but A.I.D. reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for U.S. Government purposes.

11. AUDIT AND RECORDS

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 confirms that this program will be subject to an independent audit in accordance with the grantee's usual auditing procedure, and agree to furnish copies of these audit reports to A.I.D. along with such other related information as may be requested by A.I.D. with respect to questions arising from the audit report.

12. PAYMENT (PERIODIC ADVANCES)

(a) Periodic advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the Grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the Grantee to secondary recipient organizations or the Grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by A.I.D. to the Grantee.

(b) Grantees shall submit requests for advances (SF-270) at least monthly to the paying office specified in the grant letter. Requests for advances shall state the estimated disbursements to be made during the period covered by the request, less the estimated balance of cash on hand at the beginning of the period and the advance amount being requested. Within 90 days following the expiration of the grant, the Grantee will submit a report (SF-269) showing total disbursements, total advances received and any cash remaining on hand, which will be refunded to A.I.D.

(c) If at any time, the A.I.D. Controller determines that the Grantee has demonstrated an unwillingness or inability to: (1) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (2) timely report cash disbursements and balances as required by the terms of the grant, and (3) impose the same standards of timing of advances and reporting on any subrecipient or any of the Grantee's overseas field organizations; the A.I.D. Controller shall advise the grant officer who may suspend or revoke the advance payment procedure.

SPC TBAP GRANT

Consolidated Project Cash Flow Statement
(Quarter from 1 January to 31 March 1991*)
 (in U.S. Dollars)

Project Element No. SPC: 87

A.	Cash advances received to date from inception of grant	\$ xxxxxx
B.	Less cash disbursements (expenditures) to date (from inception of grant)	\$ xxxxxx -----
C.	Cash advances outstanding to date (A minus B)	\$ xxxxxx
D.	Projected disbursements (expenditures) next quarter	\$ xxxxxx
E.	Cash advance required for next quarter (D minus C)	\$ xxxxxx =====

The undersigned hereby certifies: (1) that the above represents the best estimate of funds needed for expenditures to be incurred over the period described; (2) that appropriate refund or credit to the grant will be made in the event funds are not expended; (3) that appropriate refund will be made in the event of disallowance in accordance with the terms of this grant; and (4) that any interest accrued on the funds made available herein will be refunded to AID.

BY: _____

TITLE: _____

DATE: _____

*note: Period indicated is for illustrative purposes only.

SPC TBAP GRANT

CONSOLIDATED QUARTERLY EXPENDITURE REPORT
 (Quarter from 1 January to 31 March 1991*)
 in U.S. Dollars

Project Element No. SPC: 87

<u>Budget Line Items</u>	<u>Budget Amount</u>	<u>Expenditures</u>		
		<u>Cumulative through Previous Quarter</u>	<u>This Quarter</u>	<u>Total to Date</u>
1 Regional Tuna Bull	200,000	XXXXX		
2 response to industry information requests	74,000	XXXXX	XXXXX	XXXXX
3 assistance to vessel operators	40,000	XXXXX	XXXXX	XXXXX
4 evaluation	5,000	XXXXX	XXXXX	XXXXX
Total ...	\$319,000	\$XXXXXX	\$XXXXXX	\$XXXXXX

I, the undersigned, hereby certify that: (1) the expenditures claimed under the cited agreement are proper and due and that appropriate refund to AID will be made promptly upon request of AID in the event of non-performance in whole or in part under the terms of the agreement or for breach of the terms of the agreement; (2) the information on the fiscal report is correct and such detailed supporting information as AID may require will be furnished, as appropriate; and (3) all requirements called for by the agreement to date of this certification have been met.

BY: _____

TITLE: _____

DATE: _____

*note: Period indicated is for illustrative purposes only.