

Mrs. Booker
February 28, 1977

MEMORANDUM

ORIGINAL

TO : Distribution
FROM : ^{resv.} CM/SOD, Donald B. Dickie
SUBJECT: Grant _____ No. ATD/afr-G-1227 between A.I.D
and the African-American Institute

This transmits one copy of a Negotiated Indirect Cost Rate Agreement
dated February 15, 1977. This Agreement is also Amendment No. 2
to the subject Grant

The purpose of this Amendment is to establish final and/or provisional
indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION

- CM/SD/SUP, Mrs. G. Booker
- CM/SD/SUP, Mrs. E. Amis
- CM/SD/SUP, Mr. G. Nell
- SER/FM, Mr. W. McKeel
- AG/AJD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ ROD/AFR, Mr. S. Heishman

Project Manager, AFR/ESA, Mr. S. Cole

USAID/ _____

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: February 15, 1977

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: AAI Letter Dated January 26, 1977

INSTITUTION: African-American Institute
or 833 United Nations Plaza
OTHER New York City, New York 10017

PART I - NEGOTIATED INDIRECT COST RATES (%):

<u>Type</u>	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Rate (%)</u>	<u>Designation</u>
Provisional	7-1-75	6-30-76	54	Overhead
Provisional	7-1-76	Until Amended	55	Overhead

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

Base of Application:

Modified Total Direct Costs consisting of direct salaries and wages, including overseas salary differentials, payroll taxes and benefits allocable to direct salaries and wages, program staff travel in the U.S.; long distance telephone calls, and postage; and program supplies but excluding rent and other overseas allowances.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

PART II – ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III – SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7-3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/afr-538	10	
AID/afr-C-1153	4	659-11-690-001
✓ AID/afr-G-1227	2	698-11-650-396
· AID/afr-C-1250	· 2	690-11-690-063
AID/afr-C-1292	1	698-11-660-384

ACCEPTED:

BY

A.F. Marchetti

A.F. Marchetti

PRINTED OR TYPED NAME

Treasurer

TITLE

The African-American Institute

DATE

February 22, 1977

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AFR/ESA

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SER/FM/CSD

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AFR/NARA

X

AFR/RA

DBD

MEMORANDUM

AUG 3 1976

TO : Distribution
FROM : CM/SOD, Donald B. Dickie *DBD*
SUBJECT: Contract No. AID/AFR-G-1227 between A.I.D. and
African-American Institute

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated July 14, 1976. This Agreement is also Amendment No. 1 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. G. Booker
CM/SD/SUP, Mrs. E. Amis
CM/SD/SUP, Mr. D. F. Sutton
SER/FM, Mr. W. McKeel
AG/AUD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ ROD/AFR, Mr. N. A. Caticchio

Project Manager, AFR/ESA, Mr. S. Cole

USAID/ _____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: July 14, 1976

SUBJECT : Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (A.I.D.)

REFERENCE : AG/AUD Report No. 76-365 dated June 18, 1976

INSTITUTION : African-American Institute
or
833 United Nations Plaza
OTHER : New York City, New York 10017

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Rate(%)</u>	<u>Designation</u>
	<u>From</u>	<u>Thru</u>		
Final	7-1-74	6-30-75	54.29	
Provisional	7-1-75	Until Amended	54.00	

Base of Application:

Modified Total Direct Costs consisting of direct salaries and wages, including overseas salary differentials, payroll taxes and benefits allocable to direct salaries and wages; program staff travel in the U.S.; long distance telephone calls, cables, and postage; and program supplies but excluding rent and other overseas allowances.

Unless otherwise indicated, the above rates are provisional after the latest date shown for each rate designation, until amended.

* SEE PART III FOR APPLICATION OF THESE RATES TO A.I.D. AGREEMENTS.

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to 57-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into A.I.D. agreements as follows:

<u>Contract No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/AFR-538	9	659-11-650-001
AID/AFR-C-1153	2	698-11-650-396
AID/AFR-G-1227	1	

ACCEPTED:

BY

A. F. Marchetti
A. F. Marchetti

PRINTED OR TYPED NAME

Treasurer

TITLE

July 23, 1976

DATE

Francis J. Moncada

Francis J. Moncada

CONTRACTING OFFICER

Overhead and Special Costs

Branch

Special Operations Division

Office of Contract Management

Agency for International Development

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X AFR/RA
X AFR/ESA

19 MAY 1976

*Reg Off - S. Cole, A.
Reg - S. Coleman*

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

FUNDS AVAILABLE	
Date	5/14/76
Project No.	698-11-650-396
Obligation No.	6167220
Object Class.	2590
Fotmet	425-61-698-0069-6
Amount	42,080
By (Initials)	<i>JW</i>
AID/ISER/FM/RSD	

April 26, 1976

ORIGINAL

The African-American Institute
833 United Nations Plaza
New York, New York 10017

Subject: Grant No. AID/afr-G-1227

Reference: PIO/T 698-396-3-6167220, Agricultural Education for
Secondary Schools (Tanzania, Kenya and Botswana)

Gentlemen:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID" or "Grantor") hereby grants to The African-American Institute (hereinafter referred to as "AAI" or "Grantee") the sum of \$42,080 to provide support for a program in Tanzania, Kenya and Botswana as more fully described in the attachment to this Grant entitled "Program Description".

This Grant is effective and obligation is made as of the date of your acceptance of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the term of this Grant which shall expire on December 15, 1976.

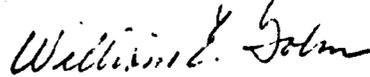
This Grant is made to AAI, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Program Description", Attachment B entitled "Standard Provisions", and Attachment C entitled "Payment Provision", which have been agreed to by your organization.

Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Please return the Statement of Assurance of Compliance and the original

and six (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,



William E. Gohn
Grant Officer
Regional Operations Division, Africa
Office of Contract Management

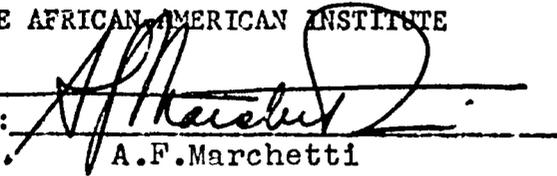
Attachments:

- A. Program Description
- B. Standard Provisions (a through x)
- C. Payment Provision

ACCEPTED:

THE AFRICAN-AMERICAN INSTITUTE

BY:


A.F. Marchetti

TITLE: Treasurer

DATE: May 7, 1976

ATTACHMENT APROGRAM DESCRIPTIONA. Purpose of Grant

The Grantee will plan and conduct a working seminar on agricultural education for secondary schools with representatives from at least two of the following three countries: Kenya, Tanzania and Botswana. The seminar will be open to other Eastern and Southern African countries that are interested. The purpose of the seminar will be to assess the status of the three host country efforts in the area of agricultural education for secondary schools and to create a dialogue in which these countries may explore possible ways for sharing in the resolution of mutual problems in this area.

The Grantee will conduct planning sessions with the host countries to determine the site, date, agenda and participants for the seminar. It is expected that the participants will include leading officials from the Ministries of Education and Agriculture from each country along with the principal agricultural education teacher and local rural development official from each of two designated pilot school areas in each country. Experts from the Grantee's professional staff will conduct a five-day seminar and may be assisted as required by other professional personnel within the host countries.

B. Reporting

At the conclusion of the seminar, the Grantee will prepare a draft report which summarizes the major activities and outcomes of the seminar. This report will be submitted to AID/W, AFR/ESA (Office of Eastern and Southern Africa Affairs) for review and approval for possible distribution as determined to be appropriate by AFR/ESA and the Grantee at that time.

C. Logistic Support

The Grantee will be provided with transportation in the Cooperating Countries by A.I.D. and the Cooperating Countries will provide the Grantee with space and facilities for the seminar.

D. Budget

1. The funds provided herein shall be used to finance the following items:
 - a. Pre-seminar preparation: travel, transportation and per diem \$ 2,250

b. Seminar costs: travel, transportation, per diem and report printing and distribution	\$ 27,830
c. Other costs: professional staff time, secretarial help, postage, supplies, overhead, telephone and telegraph	\$ 12,000
	<hr/>
Total Estimated Cost	\$ 42,080

2. The Grantee may not exceed the total amount of the Budget. Adjustments among the line items may be made as reasonably necessary.

STANDARD PROVISIONS

a. Allowable Costs and Payment (Oct, 1974)

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 allowable in accordance with the terms of this Grant and Subpart 15.2 of the Federal Procurement Regulations (FPR) (Principles and Procedures for use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations)* in effect on the date of this Grant. Payment of allowable costs shall be in accordance with Attachment C of this Grant.

[*If this Grant is made to a university, the applicable cost principles are "Federal Management Circular, 73-8 (Cost Principles for Educational Institutions)" instead of Subpart 15.2 of the FPR as cited above]

b. Accounting, Records, and Audit (Oct. 1974)

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 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 program and (2) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

c. Refunds (Oct. 1974)

(1) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

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

(3) If, at any time during the life of the Grant, it is determined by AID that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall refund such amounts to AID.

d. Equal Opportunity Employment (Oct. 1974)

With regard to the employment of persons in the U.S. under this Grant, Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, religion, sex, color or national origin of such persons and that, in accordance with Title VI of the Civil Rights Act of 1964, when work funded by this Grant is performed in the U.S. no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

e. Termination (Oct. 1974)

This Grant may be terminated at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith 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, and the Grantee shall within thirty (30) calendar days after the effective date of such termination repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Grantor to the Grantee prior to the effective date of this termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Grantor within (90) calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in the Grant, the Grant Officer shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

f. Officials Not to Benefit (Oct. 1974)

No member of or delegate to Congress or resident 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.

g. Covenant Against Contingent Fee (Oct. 1974)

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the Grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

h. Nonliability (Oct. 1974)

AID does not assume liability with respect to any claims for damages arising out of work supported by its grants.

i. Amendment (Oct. 1974)

The Grant Agreement may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the AID Grant Officer and an appropriate official of the Grantee.

j. Grant Agreement (Oct. 1974)

The letter to the Grantee signed by the Grant Officer, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant Agreement.

k. Notices (Oct. 1974)

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

To the cognizant AID Grant Officer

To Grantee - At Grantee's address shown in this Grant, or to such other address as either party shall designate by notice given as herein required. Notices hereunder, shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

i. Travel and Transportation (Oct. 1974)

(1) The Grant Officer hereby approves international travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant technical office in AID prior to sending any individual outside the United States to perform work under the Grant. For this purpose the Grantee shall advise the Project Manager at least thirty (30) days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant USAID Mission or U.S. Embassy advance notification with a copy to the project officer of the arrival date and flight identification of Grant financed travellers.

(2) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, it will so notify the Grantee after receipt of advice of intent to travel required above. AID will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(3) The Grantee agrees to travel by the most direct and expeditious route, and to use less than first class transportation unless such use will result in unreasonable delay or increased costs.

(a) All international air travel under this Grant shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Grantee certifies to the facts in the voucher or other documents retained as part of his Grant records to support his claim for reimbursement and for post audit:

1. Where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

2. Where the departure time, routing, or other features of a United States carrier would interfere with or prevent the satisfactory performance of official business;

3. Where a scheduled flight by a United States carrier is delayed because of weather, mechanical, or other conditions to such an extent that use of a non-United States carrier is in the Government's interest;

Travel and Transportation - Page 2 of 2

4. Where the appropriate class of accommodations is available on both United States and non-United States carriers, but the use of the United States carrier will result in higher total United States dollar cost to the grant due to additional per diem or other expenses; and

5. Where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related per diem on the non-U.S. carrier is less than the cost of available accommodations of another class on a United States carrier and related per diem.

(b) All international air shipments under this grant shall be made on United States flag carriers unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a United States carrier either at point of origin or transshipment, provided that the Grantee certifies to the facts in the vouchers or other documents retained as part of the Grant records to support his claim for reimbursement and for post audit.

(4) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR).

m. Regulations Governing Employees Outside the United States (Oct. 1974)

(1) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government Offices or facilities for support while so engaged.

(2) The sale of personal property or automobiles by grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the mission, except as this may conflict with host government regulations.

(3) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage, directly or indirectly, either in his own name or in the name or through an agency of another person, in any business, profession or occupation in the foreign countries to which he is assigned.

(4) The Grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(5) On the written request of the Grant Officer or of a cognizant Mission Director, the Grantee will terminate the assignment of any individual to any work under the Grant and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

(6) Allowances for employees assigned overseas shall be reimbursed in accordance with the Federal Travel Regulations (FTR).

n. Conversion of United States Dollars to Local Currency (Oct. 1974)

In countries designated "excess" or "near-excess" currency countries, Grantee agrees to convert all United States dollars to local currency through the United States Disbursing Officer, (USDO), American Embassy, unless the Disbursing Officer directs the Grantee otherwise or certifies that no local currency is available.

o. Ineligible Countries (Oct. 1974)

Unless otherwise approved by the Grant Officer, no grant funds will be expended in countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

. p. Subordinate Agreements (Oct. 1974)

The placement of subordinate agreements (e.g., leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this Grant.

q. Negotiated Overhead Rates (Oct. 1974)

Pursuant to the provisions of this clause set forth below an overhead rate shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate for the initial period beginning 7-1-75 and ending 6-30-77, provisional payments on account of allowable indirect costs shall be made at the rate or rates of 55%, applied to modified total direct costs.*

(1) The Grantee, as soon as possible but not later than ninety (90) days after the close of each of his accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Support Division, Office of Contract Management, AID, Washington, D.C. and to the Office of the Auditor General, AID, Washington, D.C., a proposed final rate or rates for the period, together with supporting cost data. Negotiation of final overhead rates by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(2) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 (Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations* as in effect on the date of this Grant.

(3) The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such agreement shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(4) Pending establishment of final overhead rates for any period, the Grantee shall be reimbursed either at negotiated provisional rates as provided above or at billing rates acceptable to the Grant Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates provided in this clause shall be set forth in a modification to this Grant.

[*If this grant is made to a university the applicable cost principles are "Federal Management Circular 73-8 (Cost Principles for Educational Institutions)"]

*Modified total direct costs consist of direct salaries and wages including overseas differentials; payroll taxes and benefits allocable to direct salaries and wages; program staff travel in the U. S.; long distance telephone calls, cables, and postage; and program supplies but excludes rent and other overseas allowances, if any.

r. Publications (Oct. 1974)

(1) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult with AID on the nature of the acknowledgement prior to publication.

(2) The Grantee shall provide the Project Manager with one copy of all published works developed under the Grant. The Grantee shall provide the Project Manager with lists of other written work produced under the Grant.

(3) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

(4) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so.

s. Patents (Oct. 1974)

(1) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy 36 FR 16887.

(2) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

e. Procurement of Equipment, Vehicles, Supplies, Materials, and Services (Oct. 1974)

(1) Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraphs (2), (3), and (4) below, all equipment, vehicles, materials, supplies and services the costs of which are to be attributed to this Grant and which will be financed with United States dollars shall be purchased in and shipped from the United States. In addition for any U.S. purchase transaction in excess of \$2,500 the Grantee shall notify the seller that the item(s) must be of U.S. source and production and comply with the componentry limitations and other requirements applicable to suppliers under AID Regulation I, and that the supplier must execute and furnish Form AID-282 "Suppliers Certificate and Agreement with the Agency for International Development".

(2) Exceptions to the foregoing are as follows (for Title X Grants only):

Grantee may permit a subgrantee (or the Grantee on his behalf) to procure commodities already in its country (with the exception of contraceptives, drug products, pharmaceuticals, and motor vehicles) in an amount not exceeding a total cost of \$5,000 per subgrantee per annum without regard to limitations, rules and procedures applicable to commodity transactions financed by AID. Such commodities shall not be considered "Already in its country" within the meaning of the aforementioned exception if the commodities have been imported or otherwise brought into the country at the request of the Grantee or subgrantee. A subgrantee's own country for this purpose shall in no event include any of the following: Australia, Austria, Belgium, Canada, Denmark, France, Germany, Spain, Italy, Japan, Luxembourg, Monaco, Netherlands, New Zealand, Norway, South Africa, Sweden, Switzerland, and United Kingdom. The Grantee shall take all reasonable precautions to ensure that the subgrantee does not procure any commodity which has as its country of origin any of the following countries: Albania, Bulgaria, China (Mainland and other Communist-controlled areas), including Manchuria, Inner Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, and former Kwantung Leased Territory, the present Port Arthur Naval base Areas, and Liaoning Province, Cuba, German Democratic Republic, Hungary, North Korea, North Vietnam, Outer Mongolia, Poland, Rumania, and the Union of Soviet Socialist Republics.

(3) Printed or audio visual teaching materials may, to the extent necessary, be purchased outside the United States when:

Best Available Document

Procurement of Equipment, Etc. - Page 2 of 3

(a) Effective use of the materials depend on their being in the local language, and

(b) Other funds including U.S. owned and controlled local currencies are not readily available for procurement of such material.

The order of preference as to countries in which such purchases outside the United States are made shall be:

1. The AID receiving country
2. Countries falling within AID Geographic Code 901
3. Other Countries falling within AID Geographic Code 899

AID Geographic Codes are defined in AIDPR 7-6.5201.1.

(4) Procurements in the country in which an activity is being undertaken and which are less than \$2,500 and are for materials (regularly available and normally sold on the local market) which are to be consumed or expended during the period of this Grant, are exempt from the conditions of Paragraph 1 above, provided that the origin of such materials and supplies and the component parts thereof is a free world country as described in AID Geographic Code 935.

(5) All international air shipments made by the Grantee, to be financed hereunder, shall be made on U.S. flag carriers unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a U.S. carrier, either at the point of origin or transshipment, provided that the Grantee certifies to the facts in the documents returned as part of air Grant records for post audit by AID. All international ocean shipments made by the Grantee, to be financed hereunder, shall be made on U.S. flag vessels, where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may obtain a waiver from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, as appropriate, giving the basis for the request.

(6) The Grantee shall, to the maximum extent possible for any procurement to be financed hereunder. Procurement by the Grantee without consideration of price and one source must be approved by the Grant Officer. In no event will one procurement or one lot plus a percentage of that basis. The Grantee shall take all reasonable steps necessary to insure that subcontracting proceeding in accordance with Paragraph (2) of this competition, to the maximum extent possible. In addition to the foregoing, for purchases made in the United States the cost of which are to be attributed to this Grant, the Grantee shall comply with the following requirements.

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Procurement of Equipment, Etc. - Page 3 of 3

To permit AID, in accordance with the Small Business Provisions of the Mutual Security Act, to give United States Small Business firms an opportunity to participate in supplying commodities and services procured under this Grant, the Grantee, shall, to the maximum extent possible, provide the following information to the Office of Small Business, AID, Washington, D.C. 20523 at least 45 days prior to placing any order or contract in excess of Five Thousand (\$5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

(a) Brief general description and quantity of commodities or services;

(b) Closing date for receiving quotations or bids;

(c) Address where invitations or specifications may be obtained.

(7) Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation B, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing", Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be attributed to this Grant. AID will provide Grantee with this list.

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u. Title to and Use of Property (Grantee) (Oct. 1974)

Title to all property financed under this Grant shall vest in the Grantee, subject to the following conditions:

(1) The Grantee shall not, under any Government contract or subcontract thereunder, or any Government grant, charge for any depreciation, amortization, or use of any property title to which remains in the Grantee under this clause.

(2) The Grantee agrees to use and maintain the property for the purpose of the grant.

(3) With respect to items having an acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

(a) to report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.

(b) to transfer title to any such items to the Government in accordance with any written request therefor issued by the Grant Officer at any time prior to final payment under the Grant.

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v. Title to and Care of Property (U.S. Government) (Oct. 1974)

Property, title to which vests in the Government under this Grant, whether furnished by the Government or acquired by the Grantee, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

(1) Use of Government Property

The Government property shall, unless otherwise provided herein or approved by the Grant Officer, be used only for the performance of this Grant.

(2) Maintenance and Repair of Government Property

The Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to insure its full availability and usefulness for the performance of this Grant. The Grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the Grant Officer may prescribe as reasonably necessary for the protection of the Government property.

The Grantee shall submit, for review and written approval of the Grant Officer, a records system for property control and a program for orderly maintenance of government property.

(3) Property Control

The property control system shall include but not be limited to the following:

(a) Identification of each item of government property acquired or furnished under the Grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(b) The price of each item of property acquired or furnished under the Grant.

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Title to and Care of Property (U.S. Government) Page 2 of 3

(c) The location of each item of property acquired or furnished under the Grant.

(d) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(e) A record of disposition of each item acquired or furnished under the Grant.

(f) Date of order and receipt of any item acquired or furnished under the Grant.

The official property control records shall be kept in such condition that at any stage of completion of the work under this Grant, the status of property acquired or furnished under this Grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the Grant shall be submitted yearly concurrently with the annual report.

(4) Maintenance Program

The Grantee's maintenance program shall be such as to provide for, consistent with sound industrial practices and the intent of the Grant: (i) disclosure of need for and the performance of preventive maintenance, (ii) disclosure and reporting of need for critical type rehabilitation, and (iii) recording of work accomplished under the program.

(a) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(b) Records of maintenance - The Grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(5) Risk of Loss

Unless otherwise provided in this Grant, the Grantee assumes the risk of, and shall be responsible for, any loss of or damage to Government property provided under this Grant upon its delivery to him or upon passage of title thereto to the U.S. Government, except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this Grant.

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Title to and Care of Property (U.S. Government) Page 3 of 3

(6) Access

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(7) Final Accounting and Disposition of Government Property

Upon completion of this Grant, or at such earlier dates as may be fixed by the Grant Officer, the Grantee shall submit, in a form acceptable to the Grant Officer, inventory schedules covering all items of Government property not consumed in the performance of this Grant or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposal of the Government property, as may be directed or authorized by the Grant Officer.

(8) Communications

All communications issued pursuant to this clause shall be in writing.

(9) Government Furnished Excess Personal Property

When Government furnished excess personal property is provided under a grant, the appropriate provisions of the Federal Property Management Regulations, Part 101-43, shall be included.

w. Prohibition on Abortion Related Activities (Oct. 1974)

No funds made available under this Grant will be used to support the following activities: 1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; 2) special fees or incentives to women to coerce or motivate them to have abortions; 3) payments to persons to perform abortions or to solicit persons to undergo abortions; 4) information, education, training, or education programs that seek to promote abortion as a method of family planning.

x. Salaries (Oct. 1974)

All salaries, wages, fees, and stipends reimbursed under this Grant shall be in accordance with the Grantee's policy and practice as reviewed and approved by the Grant Officer. In the absence of an approved policy the Grantee shall follow the regulations contained in Section 7-15.205-6 of the Agency for International Development Procurement Regulations.

PAYMENT PROVISIONPeriodic Grant Disbursement

Each month, or at less frequent intervals as agreed upon in advance, Grantee will submit to the Office of Financial Management, FM/RSD, AID, Washington, D.C. 20523 Voucher Form SF 1034 (original) and SF 1034-A, three copies, each voucher identified by the appropriate grant number, in the amount of estimated cash needs for the following month. The voucher shall be supported by an original and two copies of a report rendered as follows:

Amount of Grant	\$xxx
Expended to date	\$xxx
Expended this period (by line item as set forth in budget)	
1.	\$xxx
2.	\$xxx
3.	\$xxx
etc.	
TOTAL THIS PERIOD	\$xxx
Advances outstanding to subgrantees (if any)	\$xxx
Anticipated expenditures next month (dates)	\$xxx
Cash received to date	\$xxx
Cash required next month	\$xxx

The report shall include a certification as follows:

"The undersigned hereby certifies: (1) that the above represents the best estimates 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 _____