

PD # 11350

ORIGINAL

FEB 27 1978

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

December 30, 1977

Mr. Joseph S. Kennedy  
Superintendent  
Cairo American College  
1, Midan Digla-Maadi  
Cairo, Egypt

Subject: Letter Amendment No. 3 to  
Grant AID/asha 88

Dear Mr. Kennedy:

This letter is to amend Grant AID/asha 88 of June 30, 1974 to extend the expiration date. The Grant is amended as follows:

Cover Page - In the second paragraph, delete the phrase ending "December 31, 1977" and substitute in its place the phrase "ending December 31, 1978."

Except as expressly herein amended, said Grant is continued in full force and effect in accordance with its terms and conditions.

Please indicate your acceptance of this amendment by signing the original and all copies and returning the original and five copies to this office.

Sincerely yours,

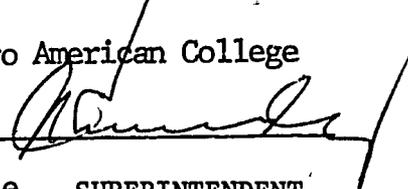


Arturo G. Costantino  
Director, Office of American  
Schools and Hospitals Abroad

FROM THE:

Cairo American College

By



Title SUPERINTENDENT

STANDARD  
COMMUNICATIONS SECTION  
U.S. DEPARTMENT OF STATE  
WASHINGTON, D.C. 20523

ORIGINAL 29 JAN 1977

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

DEC 29 1976

Mr. Joseph S. Kennedy  
Superintendent  
Cairo American College  
1, Midan Digla-Maadi  
Cairo, Egypt

Subject: Letter Amendment No. 2  
to Grant AID/asha 88

Dear Mr. Kennedy:

This letter amends Grant AID/asha 88 of June 30, 1974 to extend the expiration date. The Grant is amended as follows:

Cover Page - In the second paragraph, delete the phrase "ending December 31, 1976" and substitute in its place the phrase "ending December 31, 1977."

Except as expressly herein amended said Grant is continued in full force and effect in accordance with its terms and conditions.

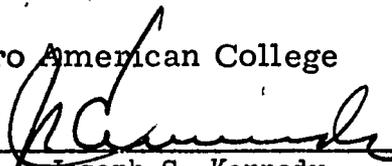
Please indicate your acceptance of this amendment by signing the original and all copies and returning the original and five copies to this office.

Sincerely yours,

  
Arturo G. Costantino  
Director, Office of American  
Schools and Hospitals Abroad

ACCEPTED

Cairo American College

By   
Joseph S. Kennedy

Title Superintendent

2

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

7 FEB 1975

Mr. Joseph S. Kennedy  
Superintendent  
Cairo American College  
1, Midan Digla-Maadi  
Cairo, Egypt

JAN 6 - 1975

Subject: Letter Amendment No. 1  
Grant AID/asha 88

Dear Mr. Kennedy:

Pursuant of the College's agreement to finance professional services with its own funds, this letter amends Grant AID/asha 88 of June 30, 1974 to reallocate LE 75, 000 originally provided for the procurement of professional services for construction, thereby providing a total of LE 694, 500 for construction. The grant is amended as follows:

Cover Page - In the first paragraph, line ten, delete the reference to appendix "1) Procurement of Professional Services."

Article II - Authorized Expenditures - Delete Item 1 in its entirety and renumber the original Items 2 and 3 as Items 1 and 2. Delete the amount "LE 619, 500" provided for new item 1, "Construction...", and insert in its place "LE 694, 500,"

General Provisions, Appendix B(1) - Delete Appendix B(1), Procurement of Professional Services, in its entirety.

Except as expressly herein amended, said Grant is continued in full force and effect in accordance with its conditions.

Please indicate your acceptance of this amendment by signing the original and all copies and returning the original and four copies to this Office.

Sincerely yours,



Arturo G. Costantino  
Director, Office of American Schools  
and Hospitals Abroad

ACCEPTED:

Cairo American College

By Dr. Carl L. Sullivan

Title Chairman, School Board, C.A.C.

GRANT

**CERTIFIED A TRUE COPY. THIS**

BY THE 12 DAY OF July 1974

BY John R. Bennett

UNITED STATES OF AMERICA

TO

12 JUL 1974

CAIRO AMERICAN COLLEGE, CAIRO, EGYPT

Pursuant to the authority contained in Section 214 of 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 "A. I. D.") hereby makes a grant of One Hundred Thousand Dollars (\$100, 000) and One Million Two Hundred Fifty Thousand Dollars equivalent in Egyptian pounds (\$E 1, 250, 000), i. e. 694, 500 Egyptian pounds to Cairo American College, Cairo, Egypt (hereinafter referred to as "Grantee") for the purposes and under the terms and conditions set forth in the Appendices hereto attached and made part of this grant as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: 1) Procurement of Professional Services, 2) Procurement of Construction Services, 3) Procurement of Commodities, 4) Travel and Per Diem, 5b) Disbursement Procedures, and 6) Administrative and Other Provisions).

This grant is to cover authorized expenditure from the date of execution of this grant and ending December 31, 1976.

Agency for International Development

By W. L. ...  
Director, Office of American  
Schools and Hospitals Abroad

Date July 30, 1974

This grant is hereby accepted under the terms and conditions and for the purposes set forth in the Appendices attached hereto.

Cairo American College  
1, Midan D1gla  
Maadi, Cairo, Egypt

By Jack W. McLeod  
Title Superintendent

Grant No. AID/asha 88  
Project No. 913-13-650-255-53-1348030

Allotment Nos. 494-13-099-00-84-41  
A42-13-099-00-87-00

Appropriation Nos. 72-1141013  
721T550

A

APPENDIX A

SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

A. Under Section 214 of the Foreign Assistance Act of 1961, as amended, assistance is authorized to schools and libraries outside the United States of America, founded or sponsored by United States citizens and serving as study and demonstration centers for ideas and practices of the United States.

B. Grantee is a non-profit association governed by a board of American citizens established for the purpose of providing in Egypt a school offering pre-kindergarten through secondary level curriculum comparable to that of schools in the United States. Grantee adopted the Articles of Administration and the By-Laws under which it presently functions on March 12, 1968. In 1970 Grantee moved to its new campus at Maadi, Cairo, Egypt.

C. Grantee's intermediate and secondary level education programs are in large part housed in temporary inadequate buildings. Grantee has requested assistance for construction of new classroom, library, and related facilities which would enable Grantee to replace the temporary buildings and up-grade its physical plant. A. I. D. has determined that such assistance should be provided.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A. I. D. in writing, the \$100,000 and 694,500 Egyptian pounds provided by this grant shall be expended only for the following:

1. Procurement in the United States and Egypt of educational consultant and architectural and engineering services to plan new classroom, library, and related facilities of approximately 5,280 gross square meters including final design, specifications, and cost estimates, all working drawings necessary for construction, assistance in issuing and reviewing bids and supervision of construction. Costs include fees for professional services, soil tests, travel and per diem and other approved reimbursables.

LE 75,000

5

2. Construction of classroom, library and related facilities of approximately 5,280 gross square meters, including necessary services, materials, site development, utilities, fixed equipment and furnishings.	LE 619,500
3. Procurement in the United States of equipment and furnishings for the new facilities.	<u>\$100,000</u>
TOTAL	LE 694,500 <u>\$100,000</u>

### ARTICLE III - OTHER SPECIAL PROVISIONS

#### A. Additional Costs

Grantee agrees that any costs in excess of the amounts provided by this grant necessary to construct, furnish, and landscape the classroom, library and related facilities will be from the account of the Grantee or other private sources.

#### B. Egyptian Taxes and Duties

No funds provided by this grant shall be used to pay any Egyptian taxes or duties on commodities imported from the United States by the Grantee.

#### C. Nonconversion of U.S. Dollars

No United States dollars herein granted may be converted into Egyptian pounds. This provisions takes precedence over any general provision of this grant.

#### D. Disbursement of Grant Funds

General Provisions Appendix B (5b), Disbursement Procedures, is applicable to disbursement of both U. S. Dollars and Egyptian pounds. Reference in Appendix B (5b) to the A. I. D. Office of the Controller pertains to the disbursement of U. S. Dollars only. Requests for disbursement of Egyptian pounds shall be made to the U. S. Disbursing Office, American Embassy, Cairo, Egypt.

## CAIRO AMERICAN COLLEGE

1, MIDAN DIGIA, MAADI, A.R.E.

Project Budget  
June 14, 1974

<u>75/76</u>	LE	\$
Upper and middle schools 3072m <sup>2</sup> x 130 =	365,500	61,000
Students' independent and enlarged study area, toilets and lockers 800m <sup>2</sup> x 130	100,800	6,000
Teachers' preparation area 150m <sup>2</sup> x 130	19,500	-
Admin./Business 300m <sup>2</sup> x 130	39,000	-
Resource Center 860m <sup>2</sup> x 130	106,250	10,000
Mechanical space 100m <sup>2</sup> x 130	12,350	1,200
Site development	<u>50,000</u>	-
Subtotal	693,400	78,200
Construction contingency	<u>28,000</u>	<u>6,000</u>
	721,400	84,200
Equipment (movable)	50,000	100,000
A/E and Consultants' Fees, soils tests, reimbursibles, etc. *	<u>75,000</u>	-
	846,400	184,200

\* Based upon construction costs only. Any additional service compensation extra.

## PROCUREMENT OF PROFESSIONAL SERVICES

### A. Definition - Place of Procurement

Professional services refer to architectural-engineering, management, and other consultant services. Appendix A, Special Provisions, will specify whether professional services are to be procured in the United States or may be procured in the country in which Grantee's institution is located.

### B. Method of Procurement

#### 1. Selection of Professional Services Firm

For procurement of services in the United States, Grantee shall obtain expressions of interest from various firms. For work estimated to cost over \$25,000, Grantee shall, as part of its effort to obtain expressions of interest, prepare a notice describing the project and services involved for submission to A. I. D. for publication in Commerce Business Daily of the United States Department of Commerce. For procurement of services in the country in which Grantee is located, Grantee shall obtain expression of interest and proposals from firms in accordance with local law and practice. Grantee shall negotiate a proposed contract with the firm Grantee determines to be best qualified.

#### 2. Qualifications and Contract

Grantee shall submit to A. I. D. the names of the firms from whom Grantee obtained proposals and the reasons for selecting the firm chosen. The qualifications of the firm selected shall be submitted to A. I. D. for

approval on form AID 1420-5, Architect-Engineer Questionnaire, or form AID 1420-6, Management Consulting Questionnaire, as appropriate. In addition, Grantee's proposed contract for services, made subject to A. I. D. approval, shall be submitted to A. I. D. for approval of the scope of work, reasonableness of price and adherence to good contracting practice. Grant funds may not be disbursed for professional services prior to written approval of the award and contract by A. I. D.

3. Procurement of Previously Employed Firm or Individual

Grantee may select a firm which Grantee has previously employed for professional services or an individual person without following the selection procedure described in paragraph 1 above. A statement setting forth Grantee's reasons for selection of an individual or previously employed firm shall be submitted to A. I. D. for approval. In addition to the above statement, A. I. D. approval of procurement of such services will be based on the qualifications of the person or firm to perform the work and the adequacy of Grantee's proposed contract as specified in paragraph 2 above.

PROCUREMENT OF CONSTRUCTION SERVICES

A. General

Construction services shall be procured competitively, in a manner to ensure award of a contract to that qualified and responsive bidder offering the lowest price. Construction services shall be procured under a fixed or unit price contract except as A. I. D. may otherwise approve in writing.

B. Place of Procurement

Construction services may be procured from a firm in the country in which Grantee's institution is located unless otherwise specified in Appendix A, Special Provisions.

C. Method of Procurement

1. Selection of Firms to Bid

Grantee shall prepare a synopsis describing its project for use in soliciting the interest of construction firms to bid in accordance with local law and practice. Grantee shall obtain qualifying information necessary to determine that interested firms have satisfactory experience on projects of similar kind and size, adequate financial capacity, necessary manpower and equipment, and any specialized qualification. Grantee shall then determine those firms it considers qualified to bid.

2. A. I. D. Approval Prior to Bidding

Prior to issuance of its Invitation for Bids (IFB), Grantee's bid package shall be submitted to A. I. D. for approval. The IFB shall include the following:

-2-

- (a) the notice and instruction to bidders (3 copies)
- (b) the bid form, including the bid-price schedule if bidding is for a unit price contract (3 copies)
- (c) the proposed contract (3 copies)
- (d) the plans, drawings and specifications (1 set)
- (e) other documents and information included in the IFB (3 copies).

### 3. A. I. D. Approval Prior to Construction

Following the bidding, the Grantee shall submit to A. I. D. three copies of (1) a tabulation and analysis of the bids received, together with the architect's recommendations and the qualifications of the bidder with whom the Grantee proposes contracting, and (2) a contract with the lowest responsible bidder, which contract shall be made subject to A. I. D. approval of the award and contract. Grantee shall not issue a notice to proceed with construction nor may grant funds be disbursed for construction, prior to written approval of the award and contract by A. I. D.

#### D. Marking Requirements

An appropriate sign, readable at a reasonable distance, shall be displayed at the construction site indicating that the facility being constructed is financed by A. I. D. Upon completion of construction, a durable metal plaque shall be affixed to the facility giving due credit to the American people for providing the resources to construct the facility. The form of and wording for the plaque shall be submitted to A. I. D. for approval.

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## PROCUREMENT OF COMMODITIES

Paragraphs A through H apply to procurement of commodities and commodity related services by the Grantee and any Grantee procurement agent. Paragraphs A and B only apply to procurement of commodities under a fixed or unit price contract of the Grantee for construction services.

### A. Place of Procurement

Commodities authorized for procurement shall be procured only in the United States or in the country in which Grantee's institution is located (except as Appendix A, Special Provisions, limits procurement to the United States only).

#### 1. Procurement in the United States

Commodities procured in the United States shall have been produced in the United States. A commodity shall not be eligible as being produced in the United States if

- (a) more than 50 percent of the total cost of its components were imported into the United States, and
- (b) it contains components from any communist country, excluding Yugoslavia.

#### 2. Procurement in the Country in which Grantee's Institution is Located

Commodities procured in the country in which Grantee's institution is located

- (a) shall not have entered the market on order from, or otherwise to satisfy a specific need of, the Grantee, and
- (b) shall not have been produced in, nor--to the best of Grantee's knowledge or the knowledge of any agent or contractor of the Grantee -- contain components from, any communist country, excluding Yugoslavia.

B. U. S. Carriers

Shipment of commodities from the United States shall be on U. S. flag carriers except as otherwise approved by A. I. D.

C. Quotations and Bids

Procurement shall be made in accordance with Grantee's regular methods of procurement, provided Grantee employs good business practices which, except as permitted by paragraph D below, shall include:

1. Obtaining quotations or bids, as appropriate, from as many alternative sources as may be feasible, and
2. Procurement at the lowest price except as extenuating circumstances or non-responsive bids otherwise dictate.

.Any decision by Grantee to procure a commodity at other than the lowest price offered shall be documented pursuant to paragraph E below.

D. Proprietary Procurement

Proprietary procurement, i. e., procurement from a single source and without obtaining quotations or bids from other manufacturers or suppliers, is hereby authorized (1) to assure compatibility or standardization with existing commodities, (2) when special design requirements are needed and available only from a single source, (3) when a specific commodity has proven to be most economical, dependable or serviceable under local conditions, and (4) when a specific commodity has a sole manufacturer or supplier. Any decision by Grantee to procure a commodity on a proprietary basis shall be documented pursuant to paragraph E below, except for procurement of spare parts and components for existing commodities which may be

undertaken on a proprietary basis without the documentation required in Paragraph E below.

E. Notification to A. I. D.

Any decision by Grantee to procure a commodity (1) at other than the lowest price offered or (2) on a proprietary basis (except for spare parts and components for existing commodities) shall be supported by a statement setting forth the reason(s) and the name(s) of the person(s) deciding that such procurement was advisable and necessary. Statements substantiating the above kinds of action shall be included in Grantee's records and furnished to A. I. D. when the procurement is undertaken.

F. A. I. D. Financed Export Opportunities Bulletin

For commodities costing \$5,000 or more to be procured from the United States, Grantee shall prepare and submit to A. I. D. notice(s) of prospective procurement for publication in the A. I. D. Export Opportunities Bulletin. Each notice shall (1) describe generically the commodities to be procured, (2) provide an address in the United States where more detailed information may be obtained by interested parties, and (3) state that procurement will begin 45 days (or such later date as Grantee may desire) after publication of notice.

G. Marking Requirements

The Grantee shall insure that all major commodities financed under this grant are marked with the official A. I. D. ("clasped hands") emblem, except as A. I. D. may otherwise approve in writing.

#### H. Procurement Documentation

Grantee's records shall include copies of all solicitations made for bids or quotations for commodities procured under this grant; all quotations or bids received; suppliers commercial invoices; and as applicable, other pertinent documents related to procurement, e. g., bills of lading or other evidence of shipment, including insurance; sales and service contracts or agreements; and Grantee's documentation for proprietary procurement and procurement at other than the lowest price pursuant to paragraph E above.

## TRAVEL EXPENSES AND PER DIEM

Any travel authorized by this grant or undertaken pursuant to a grantee contract shall be in accordance with the following requirements.

### A. American and Foreign-Flag Carriers

Travel shall be performed on American-flag carriers except when this requirement will cause unreasonable delay, expense, or inconvenience. When an American flag carrier does not provide regularly scheduled service (service that operates at least three times weekly) between points of travel, a foreign-flag carrier may be used to the nearest practicable interchange point to connect with an American-flag carrier.

### B. Mode of Travel, Interruption of Travel

Travel must be by less than first-class accommodations and the usually traveled route. Travel by a usually traveled route may be interrupted for the convenience of the traveler. However, any extra expense caused by such interruption may not be financed by the grant.

### C. Rest Stops

Any scheduled flights in excess of 14 hours on a usually traveled route, including scheduled stopovers of less than 8 hours, may be interrupted for a rest period of not to exceed 24 hours. The point of interruption should be midway in the journey or as near to it as the schedule permits. Per diem and necessary miscellaneous expenses are authorized. Rest stops are not authorized when travel is interrupted for the convenience of the traveler.

### D. Time Zone Dislocations

Travelers encountering a difference of five or more time zones from the place of departure or place of rest stop, may arrange arrival at their place of destination up to 24 hours before commencing business to permit a period of adjustment.

E. Per Diem

Per diem is authorized to meet the traveler's daily expenses. Per diem includes charges for meals and lodging and other incidental expenses such as laundry and dry cleaning, fees and tips for waiters porters, etc.

F. Per Diem Rates

The per diem rates for travel in foreign localities are those prescribed by the U. S. Government. Current information on per diem rates may be obtained from A. I. D. , A. I. D. , Missions overseas, American Embassies and Consulates. The maximum per diem rate for travel in the United States is \$25.00.

G. Computation of Per Diem Payment

While traveling, the maximum rate of per diem is a) that of the destination point when travel is for less than 6 hours, b) at the rate of \$6.00 when travel is for 6 hours or more. Stopovers of a duration longer than 6 hours (for business, rest stops, or waiting onward transportation) are covered by the rates applicable to the stopover point. For fractional parts of a day (at the beginning and end of travel or when travel is interrupted for more than 6 hours) one-fourth the rate of a day is allowed for each period of 6 hours or fraction thereof. Local times should be used for all per diem computations. One extra day's per diem is allowed for the day lost in crossing the International Date Line from west to east and deducted for the day gained in crossing from east to west.

H. Miscellaneous Expenses

In addition to fare and per diem, various miscellaneous expenses may be charged as travel expenses. These include fees and costs in connection with issuance of passports and visas, inoculations, fees for traveler's checks, transfer, storage and checking of baggage, airport limousine and taxicab fares, excess baggage related to grant (but not personal) matters, transportation between places of business and place of lodging and business and telephone and telegraph messages related to grant matters.

## DISBURSEMENT PROCEDURES

### Advance Funding and Replenishment

Except as otherwise provided in Appendix A, Special Provisions, or A. I. D. in writing, the disbursement of grant funds shall be in accordance with the following terms and procedures.

#### A. Disbursement Terms

##### 1. Advance

A. I. D. shall make an advance payment to the Grantee, subject to the conditions hereinafter set forth, in the amount of \$20,000 and LE 25,000

##### 2. Special Bank Account

Until such advance payment made hereunder is liquidated, the advance payment and all other payments under this grant shall be deposited by the Grantee in a Special Bank Account separate from the Grantee's general or other funds. A separate account number shall be assigned by the Grantee for operation of this grant, and all requests and disbursements shall be recorded thereunder by the Grantee in such manner that it will be possible to ascertain the nature of the withdrawal and the balance of the advance payment account at any time. The records thereof shall be preserved and be subject to inspection and audit in accordance with applicable provisions of this grant.

##### 3. Conversion of Dollars to Local Currency

Grantee is authorized to convert United States dollars to local currency. Such conversions shall be made by, or under arrangements and

rates approved by, a United States Disbursing Officer at the A.I.D. Mission, American Embassy, or Consulate in the country where Grantee's institution is located.

4. Restriction on Interest

Interest earned on all or any part of the funds disbursed under this grant, whether dollars or dollars converted to local currency, shall be refunded to A.I.D.

B. Method of Disbursement

1. Request for Advance

Grantee shall submit to the Office of the Controller (SER/FM/CSD), A.I.D., Washington, D. C. 20523, Voucher Form SF 1034 (original) and three copies of SF 1034 (a), properly executed, requesting the above authorized advance.

2. Replenishment of Advance

A.I.D. will reimburse the Grantee in an amount equal to reported expenditures to replenish the advance on an imprest basis. Reimbursement will be made upon submission, on a not more frequent than monthly basis, of the following documents.

- a. Voucher Form SF 1034 (original) and three copies of SF 1034 (a), properly executed, to show the amount of expenditures during the period for which reimbursement is requested.
- b. All vouchers submitted to replenish Grantee's advance shall be supported by an original and three copies of an expenditure report as follows:

Expenditure Report

<u>Authorized Expenditures</u>	<u>Authorized Amount</u>	<u>Total Expenditures</u>	
		<u>To Date</u>	<u>This Period</u>
(Describe authorized expenditures as set forth in Appendix A)	(Insert grant amount allocated for authorized expenditures)		

c. Certification

Each voucher and expenditure report submitted shall include a certification signed by an authorized representative of the Grantee as follows:

"The undersigned hereby certifies (1) that the payment of sum claimed under this voucher is proper and due under the terms of the grant, and (2) that the information contained in the expenditure report is true and correct. "

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. Final Voucher

Within ninety (90) calendar days after the earliest of (a) final disbursement of grant funds to the grantee, (b) the expiration date of the grant, (c) or termination of the grant by A. I. D., the Grantee shall submit (1) Voucher Form SF 1034 (original) and three copies of SF 1034 (a), properly executed, marked "NO PAY FINAL VOUCHER," for which no reimbursement

*Handwritten mark*

is sought, and (2) a final expenditure report. This last voucher and expenditure report shall reflect allowable expenditures made during the period since the last voucher for reimbursement submitted by the Grantee and shall be accompanied by a refund check to A. I. D. for any unexpended funds of the advance payment.

4. Additional Documentation

A. I. D. may request the submission of additional documentation to that required above to support authorized expenditures charged by the Grantee to this grant.

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports

1. Quarterly Report of Grant Expenditures

Grantee shall submit to A. I. D. a Quarterly Report of Grant Expenditures as illustrated in the attached format, Attachment A. Two copies of this report shall be submitted within 15 days following the end of each quarter until the (1) expiration date of the grant, (2) expenditure of grant funds, or (3) termination of the grant, whichever is earliest.

2. Annual Institutional Report

Grantee shall submit an Annual Institutional Report apprising A. I. D. of significant activities, accomplishments, problems, plans for the future, and the contribution this grant is making to Grantee's educational and/or medical endeavors. Three copies of Grantee's report(s) shall be submitted within each 12-month period from the date of execution of this grant, at such time as is most relevant in terms of Grantee's academic or fiscal year.

3. Report on Construction and Commodity Procurement

In addition to the above reports, quarterly reports are required when Appendix A provides funding for construction and/or commodity procurement. Consolidated progress reports on construction and commodity procurement should be submitted, as appropriate.

EL

a. Quarterly Construction Progress Report

Within 15 days from the close of each quarter following Grantee's issuance of a notice to proceed with construction, Grantee shall submit to A. I. D. two copies of construction reports, including one or more photographs, as appropriate, showing the work in progress. Each report shall show the percentage of completion of each major segment of work, e.g., excavation, structural work, mechanical work, electrical work, etc., and shall indicate how the rate of work compares with the schedule adopted at the inception of construction. A statement of utilization of grant funds, and any other funds financing the project, shall be included. The report shall also apprise A. I. D. of any current or potential problems affecting the character and progress of the work and steps taken, or which are to be taken, to resolve them. Preceding construction, Grantee agrees to keep A. I. D. informed of major developments affecting, and action taken to implement, the project.

b. Quarterly Commodity Procurement Report

Within 15 days from the close of each quarter following Grantee's undertaking of commodity procurement authorized by the grant, Grantee shall submit to A. I. D. two copies of commodity procurement reports. The reports shall cover commodity procurement undertaken during the reporting period by the Grantee or Grantee's procurement agent,

excluding procurement undertaken by a fixed or unit price construction contractor. The reports shall include the following:

<u>Amount and Kind of Commodities Procured</u>	<u>Price</u>	<u>Number of Quotations/ Bids*</u>	<u>Lowest Price (yes, no)</u>	<u>Place of Purchase (U. S., Local Country)</u>
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\*If proprietary procurement, indicate with a "P"

B. Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principles, covering financial details applicable to this grant. A. I. D. and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by A. I. D.

C. Reimbursement to A. I. D.

The Grantee shall promptly reimburse A. I. D. the full amount of any expenditures made by it from granted funds which A. I. D. shall determine to have been applied by the Grantee other than for approved activities or otherwise expended in violation of any of the conditions of this grant.

D. Non-liability

A. I. D. disclaims all liability with respect to any claims for personal property, injury or damage arising out of or connected with activities supported by this grant.

E. Equal Opportunity

Grantee's employment practices with regard to U. S. nationals shall provide equality of opportunity without regard to race, religion, sex, color or national origin. Further, in the carrying out of its educational and/or medical program, Grantee agrees that no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be otherwise subject to discrimination.

The above shall not be construed to require enrollment of students of both sexes at an educational institution enrolling boys or girls only.

F. Covenant Against Contingent Fees

The Grantee warrants that no person or firm has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, A. I. D. 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.

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### G. Officials Not to Benefit

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.

### H. Termination

A. I. D. may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has paid in accordance with the provisions of this grant. Grantee shall refund to A. I. D. any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A. I. D. within ninety (90) days after the termination of this grant.

### I. Notices

Any notice given by any of the parties hereto shall be sufficient only if in writing and delivered to the following:

To A. I. D.

Office of American Schools and Hospitals Abroad  
Agency for International Development  
Washington, D. C. 20523

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To Grantee

Name and address as set forth on the cover page of this grant, or such other address as either of the parties shall have designated 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.

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QUARTERLY REPORT OF GRANT EXPENDITURES\*

Grant No. \_\_\_\_\_

\_\_\_\_\_ Institution \_\_\_\_\_

Total Grant \_\_\_\_\_

Report Period \_\_\_\_\_  
(month and year)

DESCRIPTION	REPORTING QUARTER	TOTAL GRANT EXPENDITURES (Cumulative)
1. Construction		
2. Equipment and Supplies		
3. Scholarships		
4. Other (salaries, allowances, travel, etc.)		
Total		

\*Two copies of this report shall be submitted within 15 days following the end of each quarter until the (1) Expiration date of the grant, (2) expenditure of grant funds, or (3) termination of the grant, whichever is earliest.

Reports should include expenditures whether they have been reimbursed by A. I. D. or not. If your grant is expressed in a foreign currency, please report expenditures in both the foreign currency and the U. S. dollar equivalent, noting the exchange rate used.