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FEB 21 1978

*Gregory - HEatta
Reg - R. Bonette
PHA/PVC*

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

FEB 08 1978

Mr. Thomas A. Quirk, Jr.
National Rural Electric Cooperative
Association
2000 Florida Avenue, N.W.
Washington, D.C. 20007

Subject: Grant No. AID/PHA-G-1122
Amendment No. 5

Dear Mr. Quirk:

Pursuant to the authority contained in the FAA of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") amends the subject Grant as follows:

1. Delete the date "February 28, 1978" wherever it appears and substitute in lieu thereof the date "May 31, 1978".

All other terms and conditions remain unchanged.

Please sign the original and all copies of this letter to acknowledge your acceptance of the conditions herein. Retain one copy for your files and return the original and remaining copies to this office.

Sincerely yours,

[Signature]
Michael H. Snyder
Grant Officer
Services Operations Division
Office of Contract Management

ACKNOWLEDGED:

BY

[Signature]

TYPED NAME Thomas A. Quirk, Jr.

TITLE Coordinator (Acting)

DATE February 9, 1978

WHA/PVC/OP/LA-AF. *Greg* - H *Datta* 26 AUG 1977
neg - B *Ware*

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

ORIGINAL

Mr. Thomas A. Quirk, Jr.
National Rural Electric
Cooperative Association
2000 Florida Avenue, N.W.
Washington, D.C. 20007

JUL 25 1977

Subject: Grant No. AID/pha-G-1122
Amendment No. 4
PIO/T No. 3279244

Dear Mr. Quirk:

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 National Rural Electric Cooperative Association (hereinafter referred to as "NRECA" or "Grantee"), the additional sum of One Hundred and Eighty-Seven Thousand Seven Hundred and Twenty-One Dollars (\$187,721) to enable NRECA to expand its capabilities in the areas of management, program and project design, analysis and evaluation.

The total cumulative obligation under this grant is now \$498,041.

This amendment is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period March 1, 1977 to February 28, 1978, as set forth in the budget.

ORIGINAL

This Grant is made to NRECA 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 Provisions".

The subject grant is further amended as follows:

Attachment A, Program Description, Paragraph "V. Budget" is deleted in its entirety and the following is substituted therefor:

"V. Budget

A. <u>Line Item</u>	<u>3/1/75- 2/29/76</u>	<u>3/1/75- 2/28/77</u>	<u>3/1/77- 2/28/78</u>	<u>Total</u>
1. Salaries	\$37,363	\$ 80,177	\$122,336	\$239,876
2. Consultants	-	14,850	5,000	19,850
3. Fringe Benefits	3,975	15,575	26,097	45,647
4. Travel & Per Diem	9,035	22,947	35,615	67,597
5. Other Direct Costs	24,992	25,860	21,564	72,416
6. Indirect Costs	<u>-</u>	<u>23,346</u>	<u>29,309</u>	<u>52,655</u>
Totals	\$75,365	\$182,755	\$239,921	\$498,041

Adjustments among the line items are unrestricted".

Except as expressly herein amended, the subject Grant, as previously amended, is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms.

Please sign 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 original and six (6) copies to this office, making sure to return all copies stamped "Funds Available".

Sincerely yours,

Gerald P. Gold
Gerald P. Gold
Grant Officer
Chief, PIA Branch
Central Operations Division
Office of Contract Management

ACKNOWLEDGED:
NATIONAL RURAL ELECTRIC COOPERATIVE ASSOCIATION

BY: *Thomas M. Venables*

PRINTED NAME: THOMAS M. VENABLES

TITLE: COORD. INT. PROG.

DATE: Aug. 4, 1977

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

10 MAY 1977

PHA/PVC
Datta
Gregory - H
reg - S Bailey

Mr. Thomas A. Quirk, Jr.
National Rural Electric
Cooperative Association
2000 Florida Avenue, N.W.
Washington, D.C. 20007

APR 5 1977

AID/pha-G-1122
Subject: Amendment No. 3
PIO/T 932-0058-73-3269229

Dear Mr. Quirk:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby amends the subject Grant as follows:

Attachment A, Program Description - Delete paragraph A of Item V.

Budget in its entirety and substitute in lieu thereof the following:

"A. <u>Line Item</u>	<u>3/1/75-</u> <u>2/29/76</u>	<u>3/1/76-</u> <u>2/28/77</u>	<u>3/1/77-</u> <u>2/28/78</u>	<u>Total</u>
1. Salaries	\$37,363	\$80,177	\$120,562	\$238,102
2. Consultants	--	14,850	10,500	25,350
3. Fringe Benefits	3,975	15,575	24,572	44,122
4. Travel & Per Diem	9,035	22,947	24,489	56,471
5. Other Direct Costs	24,992	25,860	32,940	83,792
6. Indirect Costs	<u>--</u>	<u>23,346</u>	<u>32,857</u>	<u>56,203</u>
Totals	\$75,365	\$182,755	\$245,920	\$504,040

Of the \$310,320 currently obligated under this Grant, \$75,365 is in support of the first year of Grant activity, \$182,755 is in support of the second year, and \$52,200 is in partial support of the third year.

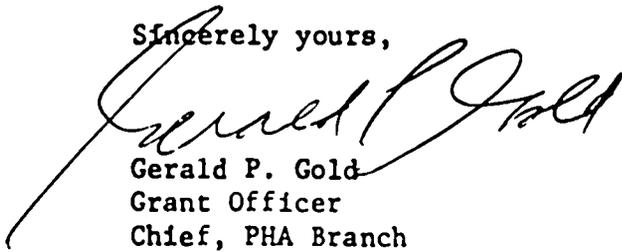
Subject to their availability additional funds may be granted

No additional funding is obligated as a result of this amendment.

Except as expressly herein amended, the subject Grant, as previously amended, is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms.

Please sign the original and all copies of this letter, retain one copy for your records, and return the original and remaining copies to this office.

Sincerely yours,



Gerald P. Gold
Grant Officer
Chief, PHA Branch
Central Operations Division
Office of Contract Management

ACCEPTED:

NATIONAL RURAL ELECTRIC
COOPERATIVE ASSOCIATES

BY: 

TYPED NAME: Robert I. Kabat

TITLE: Director, Management Services Dept.

DATE: May 3, 1977

7 SEP 1976

Mrs. Booker

September 7, 1976

MEMORANDUM

TO : Distribution
FROM : CM/SOD, Donald B. Dickie ^{1030.}
SUBJECT: Grant No. AID/pha-G-1122 between A.I.D.
and National Rural Electric Cooperative Association.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated July 8, 1976. 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. D. F. Sutton
SER/FM, Mr. W. McKeel
AG/AUD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ COD/PHA _____, Mr. G. Gold

Project Manager, PHA/PVC, Mr. H. Datta

USAID/ _____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: July 8, 1976

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

REFERENCE : NRECA Overhead Proposal dated April 28, 1976

INSTITUTION : National Rural Electric Cooperative Association
or
2000 Florida Avenue, N.W.
OTHER Washington, D.C. 20009

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	1-1-75	12-31-75	24	Overhead
Provisional	1-1-76	Until Amended	24	Overhead

Base of Application:

Direct U.S. base salaries and wages

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.

8

PART II . ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to 97-3.705 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/csd - 1504	10	---
AID/pha - BOA - 1090	3	932-13-950-009
AID/pha - G - 1122	2	932-13-950-058

ACCEPTED:

BY: Thomas M. Venables

Thomas M. Venables

PRINTED OR TYPED NAME

Coordinator

TITLE

August 30, 1976

DATE

F. J. Moncada

F. J. Moncada

CONTRACTING OFFICER
Overhead and Special Costs
Branch
Special Operations Division
Office of Contract Management
Agency for International Development

DISTRIBUTION:

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OTR

OTHER

X AG/AUD
X CM/SD/SUP
X SER/FM/CSD
X PHA/PVC

DBD

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

H Delta
Ccd/Pha

17 MAR 1976

ORIGINAL

FEB 24 1976

Mr. Thomas A. Quirk, Jr.
National Rural Electric Cooperative
Association
2000 Florida Avenue, N.W.
Washington, D.C. 20009

Subject: AID-pha-G-1122
Amendment No. 1
PIO/T: 932-13-950-058-73-3259030(1)
932-13-950-058-73-3269229

Dear Mr. Quirk:

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 National Rural Electric Cooperative Association ("NRECA" or "Grantee") the additional sum of One Hundred Seventy-two Thousand One Hundred Sixty Dollars (\$172,160) to enable NRECA to expand its capabilities in the areas of management, program and project design, analysis and evaluation. The total amount obligated under this Grant is now \$310,320. The Program is 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 this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period 2-29-76 through 2-28-77 as set forth in the Budget. Subject to their availability, additional funds may be provided for the third grant year.

FUNDS OBLIGATED

over

ORIGINAL

This Grant is made to NRECA 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".

The subject grant is amended as follows:

1. Attachment A., Program Description Section 11, Implementation
 - a. Add "D. To secure greater flexibility and responsiveness to special problems and requirements which may arise, NRECA will be permitted to employ short term consultants specialists to provide technical services provided that the funding thereof remains within the grant fund total."
 - b. Add "E. The Grantee is authorized to use grant funding up to \$10,000 for partial support of the Asian Seminar on Rural Electrification in Manila, Philippines, March 1 to 12, 1976. Funds shall cover such costs as preparation and printing of instructional materials, audio visual aids, rental of equipment, consultant fees, speaker honorariums, internal transportation expenses, and international travel expenses for selected participants. No increase in grant funds is required for these purposes during the current grant term."

2. Attachment A, Program Description

Delete "V. BUDGET" in its entirety and substitute in lieu thereof:

"V. Budget - The funds provided herein shall be used to finance the following items:

A. Line Items	Obligated		Estimated	Total
	3/1/75- 2/28/76	2/29/76- 2/28/77	3/1/77- 2/28/78	
1. Salaries	\$37,363	\$102,677	\$ 98,062	\$238,102
2. Consultants	-	14,850	10,500	25,350
3. Fringe Benefits	3,975	20,535	19,612	44,122
4. Travel & Per Diem	9,035	33,347	14,089	56,471
5. Other Direct Costs	24,992	34,800	24,000	83,792
6. Indirect Costs	-	28,746	27,457	56,203
	<u>\$75,365</u>	<u>\$234,955</u>	<u>\$193,720</u>	<u>\$504,040</u>

B. The Grantee may not exceed the total amount of the funds obligated. Adjustments among the line items are unrestricted.

3. Attachment B, Standard Provisions - Add clause "c. Negotiated Overhead Rates (Oct. 1974)" attached hereto.

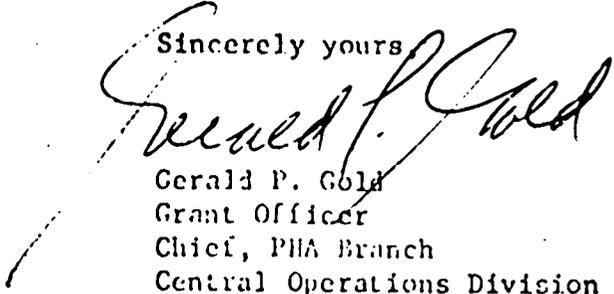
Except as expressly herein amended the grant continues in full force and effect in accordance with its terms and conditions.

Please sign 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 original and six (6) copies of this

Best Available Document

amendment including those stamped "Funds Available" to the Office of Contract Management.

Sincerely yours

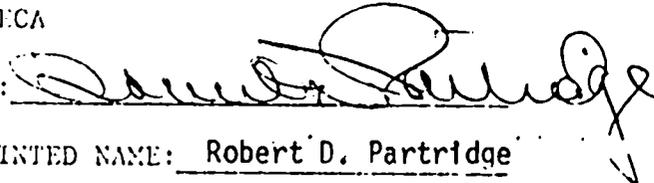


Gerald P. Gold
Grant Officer
Chief, PHA Branch
Central Operations Division
Office of Contract Management

Attachment
As stated

ACCEPTED:

NRECA

BY: 

PRINTED NAME: Robert D. Partridge

TITLE: Executive Vice President & General Manager

DATE: March 10, 1976

t. 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 January 1, 1976 and ending December 31, 1976, provisional payments on account of allowable indirect costs shall be made at the rate or rates of 28%, applied to Salaries & Wages.

(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)"]

BEST AVAILABLE DOCUMENT

R. ...
w. ...
28 JUL 1975

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

JUN 30 1975

Mr. Thomas A. Quirk, Jr.
National Rural Electric Cooperative Association
2000 Florida Avenue, N.W.
Washington, D.C. 20009

Subject: AID/pha-G-1122
PIO/T: 932-13-950-058-73-
3259030

Dear Mr. Quirk:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to National Rural Electric Cooperative Association (hereinafter referred to as "NRECA" or "Grantee") the sum of one hundred-thirty-eight thousand, one hundred and sixty dollars (\$138,160) to enable NRECA to expand its capabilities in the areas of management, program and project design analysis and evaluation. The program is more fully described in the Attachment to this grant entitled "Program Description."

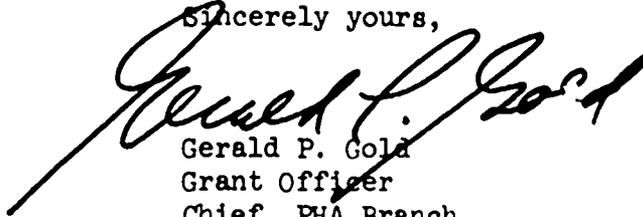
The grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by NRECA during the period set forth in the Budget in Attachment A.

The funds are granted on condition that they be administered in accordance with the terms and conditions set forth in Attachment A entitled "Program Description," Attachment B entitled "Standard Provisions" and Attachment C entitled "Payment Provision."

Please sign the Statement of Assurance of Compliance, enclosed

herein, and the original and all copies of this grant to acknowledge your acceptance of the conditions under which the funds have been granted. Please return the Statement of Assurance of Compliance and the original and five (5) copies of the grant to my office.

Sincerely yours,

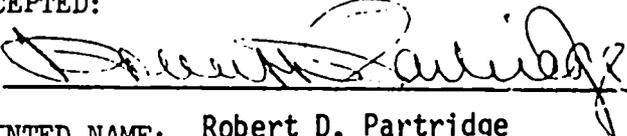


Gerald P. Gold
Grant Officer
Chief, PHA Branch
Central Operations Division
Office of Contract Management

Attachments:

- A. Program Description
- B. Standard Provisions
- C. Payment Provision

ACCEPTED:

BY: 

PRINTED NAME: Robert D. Partridge

TITLE: Executive Vice President

DATE: July 11, 1975

FUNDS AVAILABLE

Date.....
 Project No.....
 Obligation No.....
 Object Class.....
 Allotment.....
 Amount.....
 By (initials).....

PROGRAM DESCRIPTION

I. OBJECTIVE

The purpose of this grant is to enable NRECA to expand its capabilities in the areas of management, program and project design analysis and evaluation in order that it increase its effectiveness in program planning in developing countries.

II. IMPLEMENTATION

A. NRECA shall employ, as soon as possible, one well qualified Program Planning Specialist. A person with broad experience in overseas programs, the A.I.D. programming process and development planning, is needed to strengthen the International Program Division staff in the area of program planning. NRECA would plan to employ a highly qualified professional with in-depth experience in planning with one or more of the international development agencies and, if possible, with experience in the execution of LDC development programs. This planning specialist would not only spend time in the field assisting in development planning, but he would also develop training programs or recommend training programs for improving the ability of the existing NRECA staff to provide program planning assistance in the field.

B. NRECA plans to hire two Management Specialists under the grant. It is proposed that one of these specialists be employed immediately and the second be employed in mid-year 1975. The primary purpose of these specialists would be to work in those countries where at least one rural electric system is now operating and where

NRECA does not have on site a long term specialist. This would include currently Brazil, Chile, Colombia, Costa Rica, Ecuador, India, Peru and Vietnam; and in the future, would also include Nicaragua. There are also many electric cooperatives in Argentina and Brazil which were built without USAID financing where evaluation assistance would be useful. These specialists would assist the existing cooperatives to evaluate their management, their operations and maintenance and their ability to provide better service to the rural people. They would also evaluate member-education programs to improve the ability of the members to use electricity for increased agricultural production, cottage industry and rural industry. These specialists would also confer with the sponsoring agency in the host country to increase the ability of its staff to assist the existing rural electric systems. This would include additional training for staff members of existing agencies and provision of technical material and other information from U. S. sources.

1. These Management Specialists, as a primary part of their function, would provide reports to NRECA which would show the impact of rural electric systems on the lives of rural people and the improved production and employment that occurs when central station rural electric service is provided in developing countries. This would be useful to A.I.D., the World Bank, IDB and other regional banks.

2. In addition to regular contacts to evaluate cooperative

institutions, these specialists would also assist host country agencies in program planning. This would be particularly true in those countries where only pilot or demonstration cooperatives or rural electric systems have been built to date. Specifically, this would include Colombia, Peru, Ecuador, Brazil, India and Vietnam.

C. With an increase of three professionals the first year, NRECA will need at least one additional person on its supporting staff as an administrative assistant. It is expected that with increased emphasis on program planning and more rural electrification programs in additional developing countries, there would be a large increase in the workload of the administrative staff of NRECA.

III. REPORTS

A. Reports shall be submitted on a six month basis to PHA/PVC, commencing upon signature of the grant. Reports will contain information on activities of the added personnel, projects, and evaluation efforts, etc., and indicate progress and achievements under the grant. A.I.D. will monitor and evaluate progress continuously on the basis of these reports and regular consultations.

B. One copy of each program report and one copy of the fiscal report required by Attachment C shall be submitted to the Grant Officer.

IV. AID/GRANTEE RELATIONSHIPS

A. The Grantee has the sole responsibility for obtaining appropriate cooperating country clearances for its personnel and for

maintaining liaison with cooperating country officials as appropriate. This does not apply to the requirement for prior approval of international travel.

B. AID/W principal liaison official is the Project Manager, PHA/PVC/OPNS.

V. BUDGET

<u>A. Line Items</u>	<u>3/1/75-2/28/76</u>	<u>3/1/76-2/28/77</u>	<u>3/1/77-2/28/78</u>	<u>TOTAL</u>
1. Salaries	\$ 70,000	\$ 89,150	\$ 98,062	\$257,212
2. Fringe Benefits	14,000	17,570	20,212	51,782
3. Travel & Per Diem	31,660	36,610	46,746	115,016
4. Other Direct Costs	22,500	28,830	28,700	80,030
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL	\$138,160	\$172,160	\$193,720	\$504,040

B. Grantee may adjust the line items as is reasonably necessary to accomplish the purposes of this grant, but in no event may exceed the amount obligated.

C. \$138,160 is obligated for the period 3/1/75-2/28/76. Subject to their availability additional funds may be granted.

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.

1. 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. 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 1, 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:

Procurement of Equipment, Etc. - Page 2 of 3

(a) Effective use of the materials depends 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 retained as part of his Grant records for post audit by AID. All international ocean shipment 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 release 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 obtain competition to the maximum extent possible for any procurement to be financed hereunder. Procurement by the Grantee without consideration of more than one source must be approved by the Grant Officer. In no event will any procurement be on a cost-plus-a-percentage of cost basis. The Grantee shall take all reasonable steps necessary to insure that subgrantees procuring in accordance with Paragraph (2) obtain 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:

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 8, "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.

r. 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.

b. 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/CSD, 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 grantees (if any)	\$xxx
Estimated expenditures month (dates)	\$xxx
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 _____"