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UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON D C 20523

OCT 14 1980

POFHB 497

Mr. Edwin Geers  
Executive Director  
Heifer Project International, Inc.  
P.O. Box 808  
300 Spring St.  
Little Rock, Arkansas 72203

26 SEP 1980

OCT -1 1980

Subject: Specific Support Grant  
AID/pha-G-1189  
Amendment #2

Dear Mr. Geers:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development hereby amends the subject Grant to extend the completion date from September 29, 1980 to December 31, 1980.

The total cumulative obligation remains at \$300,000.

The subject grant is hereby further amended as follows:

Under Attachment A, Section E., Budget, delete the date 9/29/80 and insert in lieu thereof 12/31/80.

Except as expressly herein amended, the subject Grant 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 this amendment. Please return the original and six copies of this letter to my office.

Sincerely,

*Edward H Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ORIGINAL

ACCEPTED:

HEIFER PROJECT INTERNATIONAL, INC.

BY: Terry Ford

TYPED NAME: Terry Ford

TITLE: Executive Director

DATE: October 3, 1980

Fiscal Data

PIO/T NO: : 932-0099-73-3279302  
Appropriation : 72-11X1023  
Allotment NO : 402-38-099-00-76-03  
Amt. Obligated : 0.00  
Project Office : PDC/PVC

**ORIGINAL**

**SEP 24 1979**

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

**JUN 18 1979**

**Mr. Terry Ford  
Executive Director  
Heifer Project International, Inc.  
P.O. Box 808  
325 West 3rd Street  
Little Rock, Arkansas 72203**

**Subject: Specific Support Grant  
AID/pha-G-1189  
Amendment No. 1**

**Dear Mr. Ford:**

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to delete the existing "Program Description" and insert in lieu thereof the revised "Program Description" attached hereto as Attachment A.

The subject Grant is further amended as follows:

A. Under Attachment B, "Standard Provisions", make the following changes:

1. Delete the current Standard Provisions in their entirety and insert in lieu thereof the Standard Provisions dated September 1977 and the Supplement dated August 1978, attached hereto and made a part hereof.

2. Delete from the newly incorporated Standard Provisions the following clauses.

- a. 7A. Payment - Federal Reserve Letter of Credit (FRLC Advance)
- b. 7C. Payment - Reimbursement

- c. 12B. Title to and Care of Property (U.S. Government Property)
- d. 12C. Title to and Care of Property (Cooperating Country)

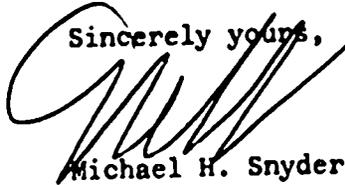
B. Delete Attachment C, "Payment Provision", in its entirety.

The cumulative dollar obligation under this Grant remains "\$300,000".

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

Please acknowledge your acceptance of this amendment by signing the original and seven (7) copies of this letter. Please return the original and six (6) copies to the Office of Contract Management.

Sincerely yours,



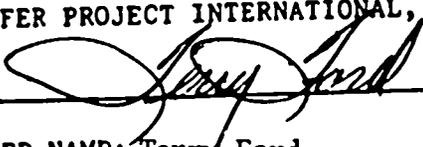
Michael H. Snyder  
Grant Officer  
Services Operations Division  
Office of Contract Management

Attachments:

- A. Program Description
- B. Standard Provisions

ACKNOWLEDGED:

HEIFER PROJECT INTERNATIONAL, INC.

BY:  \_\_\_\_\_

TYPED NAME: Terry Ford \_\_\_\_\_

TITLE: Executive Director \_\_\_\_\_

DATE: September 17, 1979 \_\_\_\_\_

PROGRAM DESCRIPTION**A. PURPOSE**

The Purpose of this Grant is to provide partial support to Heifer Project International to develop a model program for training small and medium size livestock producers in dairy production management.

**B. SPECIAL OBJECTIVES**

In collaboration with Winrock International Livestock Research Training Center (WILRTC) a private non-profit foundation, HPI will, using non-formal techniques, train approximately forty (40) dairy technicians of selected LDCs in better livestock management techniques. This training will provide practical work experience in dairy husbandry which will result in improved milk and meat production. There will be classroom instruction on basic principles of dairying as well as basic economics of production and management. The practical and academic training will emphasize the adaptation of technology appropriate to the specific country of the trainee.

**C. IMPLEMENTATION**

In order to achieve the above objectives, the Grantee shall carry out the following activities with funds provided under this Grant:

**1. Year One**

- a. Devise an organizational plan for the start-up.
- b. First group of selected trainees arrive in Arkansas and complete two weeks of orientation and pre-experience training.
- c. Trainees complete nine weeks of intensive training at large commercial dairy.
- d. Trainees complete eight weeks of dairy farm experience with selected dairy farm families.
- e. Trainees complete one week post training review at Winrock International Livestock Research and Training Center.

2. Year Two

- a. Submit interim report to A.I.D.
- b. Make programmatic revisions where necessary.
- c. Training to proceed as described in items a. through e., Year One.

3. Year Three

- a. Training to proceed as described in items a. through e., Year One.

4. The countries of origin of the trainees are: Tanzania; Cameroon; Honduras; Ecuador; Bolivia; Guatemala; Belize; and other countries; with an average number of forty trainees over a three-year period. These numbers are likely to increase as the system is refined and institutionalized. Trainees from other countries may be added as capability and funds permit.
5. Selected trainees should demonstrate capacity to establish in-service training programs once each has been trained.
6. Training will take place in the U.S., but follow-up will be conducted in the host country by the trainees' instructors.
7. Practical and classroom instruction will include specific training in breeding, gestation, calving, calf rearing, feeding and feed mill operation, milking, sanitation, maintenance, and records keeping.
8. All salaries and cost of international travel for the trainees are the financial responsibility of the host country governments.
9. Although this scope of work covers a three year period, there should be evidence, however, that the accomplishments of the first year's activities are reasonable in relation to the total scope of work.

D. REPORTING

Semi-annual progress reports shall be submitted to the AID/Project Monitor, PHA/PVC/OPMS.

In addition, A.I.D. will schedule its usual end of project evaluation using the logical framework as its ultimate measure of standard. The timing for this major evaluation will be scheduled for a time convenient to A.I.D., Heifer Project International, MILRIC, and participating host countries.

E. BUDGET (AID's contribution)

The funds provided herein shall be used to finance the following items:

<u>CATEGORY</u>	<u>OBLIGATED</u> Fr: 9/30/77 To: 9/29/80
1. Trainee Selection Process	\$ 6,000
2. Training Staff Salaries	54,000
3. Start-up Costs for Phase I	12,000
4. Training Program & Materials Development Phase I	30,000
5. Training Program & Materials Development Phase II	24,000
6. Post-Training In-Country Technical Support & Evaluation	24,000
7. Trainee Expenses for 40 Trainees	150,000
8. Administrative Costs	- 0 -
9. Trainee International Travel	- 0 -
10. Trainee Salaries	- 0 -
TOTAL	<hr/> \$300,000

The total amount of \$300,000 represents the amount of funding contributed by AID. This Grant is cost-shared by HPI in the amount of \$100,050; WILKTC \$148,200; and the various host countries \$194,000. Administrative costs are being borne by HPI and WILKTC. Trainee International travel and salaries will be paid by the individual host country.

The Grantee may not exceed the total obligated funds of \$300,000 for the period 9/30/77 through 9/29/80. However, adjustments among the first seven (7) line items are unrestricted.

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

31 OCT 1977

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*neg - P Staples*  
*PHA/AV/ONS*

Mr. Edwin Geers  
Executive Director  
Heifer Project International, Inc.  
P. O. Box 808  
300 Spring Street  
Little Rock, Arkansas 72203

SEP 29 1977

Subject: Specific Support Grant  
AID/pha-G-1189  
PIO/T No. 932-0099-73/3279302

Dear Mr. Geers:

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 Heifer Project International (hereinafter referred to as "Grantee") the sum of Three Hundred Thousand Dollars (\$300,000) in support of a project to develop a model program for training LDC livestock small holders in dairy production management 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 this letter and shall apply to commitments made by the Grantee in furtherance of program objectives for the period from September 30, 1977, through the estimated completion date of September 29, 1980.

This Grant is made to Heifer Project International 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,

ORIGINAL

entitled "Standard Provisions" and Attachment C, entitled "Payment Provisions".

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 this office.

Sincerely yours,

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

- Attachments:
- A - Program Description
  - B - Standard Provisions
  - C - Payment Provisions

ACCEPTED BY:

HEIFER PROJECT INTERNATIONAL, INC.

BY: Edwin Geers  
 TYPED NAME: EDWIN GEERS  
 TITLE: Executive Director  
 DATE: Oct 19, 1977

**FUNDS OBLIGATED**

Approp. No. 72-11A1023  
 Allot. No. 102-32-099-0076-21  
 Obl. No. 229307 Obl. Cl. 2590  
 Amount \$ 300,000.00  
 Proj. No. 932-009973

By MMMA Date 9/29/77

## PROGRAM DESCRIPTION

### A. PURPOSE

The Purpose of this Grant is to provide partial support to Heifer Project International to develop a model program for training LDC livestock small holders in dairy production management.

### B. SPECIAL OBJECTIVES

In collaboration with Winrock International Livestock Research Training Center (WILRTC) a private non-profit foundation, HPI, will, using non-formal techniques, train approximately sixty-three (63) dairy farmers of selected LDCs in better livestock management techniques. This training will provide practical work experience in dairy husbandry which will result in improved milk and meat production. There will be classroom instruction on basic principles of dairying as well as basic economics of production and management. The practical and academic training will emphasize the adaptation of technology appropriate to the specific country of the trainee, rather than the latest or most advanced technology.

### C. IMPLEMENTATION

In order to achieve the above objectives, the Grantee shall carry out the following activities with funds provided under this Grant:

#### 1. First Year

- a. Devise an organizational plan for the start-up
- b. Recruit, hire and orientate the Evaluation Director and his two person team
- c. Recruit Consultants

- d. Complete preliminary design system
  - e. Test preliminary design system in identified selected participating countries.
  - f. Initiate workshops for staff and selected Board members.
  - g. First group of selected trainees arrive in Arkansas and complete two weeks of orientation and pre-experience training.
  - h. Trainees complete nine weeks of intensive training at large commercial dairy.
  - i. Trainees complete eight weeks of dairy farm experience with selected dairy farm families
  - j. Trainees complete one week post training review at Winrock International Livestock Research and Training Center.
2. Second Year
- a. Review preliminary results from first country evaluation
  - b. Submit interim report to A.I.D.
  - c. Make programmatic revisions where necessary
  - d. Continue collection of data for analysis
  - e. Test revised design/evaluation using second group of countries
  - f. Continue workshops
  - g. Training to proceed as described in items seven through ten, year one
3. Third Year
- a. Approve the final evaluation/design plan
  - b. Complete system for compilation and storage of base line data
  - c. Continue field workshops
  - d. Final workshop for staff and Board members

e. Training to proceed as described in items seven through ten, year one

4. The countries of origin of the trainees are:

<u>Country</u>	<u>Approximate Number of Trainees</u>	<u>Average Number Over 3 Year Period</u>
Tanzania	8 per year	24
Cameroon	2-4 per year	9
Honduras	2-4 per year	9
Ecuador	2-4 per year	9
Bolivia	2 per year	6
Guatemala	2 per year	<u>6</u>
TOTAL		63

These numbers are likely to increase as the system is refined and institutionalized. Trainees from other countries may be added as capability and funds permit.

5. Selected trainees should demonstrate capacity to establish in-service training programs once each has been trained.
6. Training will take place in the U.S., but follow-up will be conducted in the host country by the trainees' instructors.
7. Practical and classroom instruction will include specific training in breeding, gestation, calving, calf rearing, feeding and feed mill operation, milking, sanitation, maintenance, and records keeping.
8. All salaries and cost of international travel for the trainees are the financial responsibility of the host country governments.
9. Although this scope of work covers a three year period, there should be evidence, however, that the accomplishments of the first year's activities are reasonable in relation to the total scope of work.

D. REPORTING

Semi-annual progress reports shall be submitted to the AID/W Project Monitor, PHA/PVC/OPNS.

In addition, A.I.D. will schedule its usual end of project evaluation using the logical framework as its ultimate measure of standard. The timing for this major evaluation will be scheduled for a time convenient to A.I.D., Heifer Project International, WILRTC, and participating host countries.

E. BUDGET (AID's contribution)

The funds provided herein shall be used to finance the following items:

<u>CATEGORY</u>	<u>OBLIGATED</u> Fr: 9/30/77 To: 9/29/80
Trainee Selection Process	\$ 6,000
Training Staff Salaries	54,000
Start-up Costs for Phase I	12,000
Training Program & Materials Development - Phase I	30,000
Training Program & Materials Development - Phase II	24,000
Post-Training In-Country Technical Support & Evaluation	24,000
Trainee Expenses for 40 Trainees	150,000
Administrative Costs	-0-
Trainee International Travel	-0-
Trainee Salaries	<u>-0-</u>
<b>TOTAL</b>	<b>\$300,000</b>

Page 3

The total amount of \$300,000 represents the amount of funding contributed by AID. This Grant is cost-shared by HPI in the amount of \$106,650; WILRTC \$148,200; and the various host countries \$194,000. Administrative costs are being borne by HPI and WILRTC Trainee International travel and salaries will be paid by the individual host country.

The Grantee may not exceed the total obligated funds of \$300,000 for the period 9/30/77 through 9/29/80. However, adjustments among the first seven (7) line items are unrestricted.

## STANDARD PROVISIONS

### LIST OF CLAUSES

- a. Allowable Costs and Payment
- b. Accounting, Records, and Audit
- c. Refunds
- d. Equal Opportunity Employment
- e. Termination
- f. Officials Not to Benefit
- g. Covenant Against Contingent Fees
- h. Nonliability
- i. Amendment
- j. Grant Agreement
- k. Notices
- l. Travel and Transportation
- m. Regulations Governing Employees Outside the United States
- n. Conversion of United States Dollars to Local Currency
- o. Ineligible Countries
- p. Subordinate Agreements
- q. Publications
- r. Patents
- s. Procurement of Equipment, Vehicles, Supplies, and Services
- t. Title to and Use of Property
- u. Salaries

## 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 200 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.

J. 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;

(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, professions 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) ..... 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. Publications

(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 this Grant. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, nonexclusive 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.

r. 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.

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 Authur 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 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 999

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 judgement 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:

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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.

t. 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.

u. 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 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 \_\_\_\_\_