

APR 15 1980
NM

NM

MEMORANDUM

Date: April 15, 1980

TO : Distribution
FROM : CM/SOD, Donald Dickie
SUBJECT: Grant _____ No. AID/PHA/-G-1126 between A.I.D.
and Planning Assistance, Inc. _____.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 4, 1980. This Agreement is also Amendment No. 7 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. B. Lewis
- CM/SD/SUP, Mrs. J. Pellegrino
- SER/FM, Mr. W. McKeel
- AAG/W, Mr. A. LeBlanc (2 copies)

Contracting Officer, CM/ SOD/PDC, E. Thomas

Project Manager, PDC/PVC, K. Flanary

USAID/ _____

ORIGINAL

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

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: April 4, 1980

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

REFERENCE DCAA Audit Report No. 6171-9B160584-0-022 dated December 6, 1979

INSTITUTION Planning Assistance, Inc.
 or 141 Fifth Avenue
 OFFICE New York City, New York 10010

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Overhead Rate
	From	Thru	
Final	1-1-78	12-31-78	31.31
Provisional	1-1-79	Until Amended	31.00

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

Base of Application

Total direct cost.

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

x2

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

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

<u>Contract/Grant No</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/PHA-G-1126	7	932-0068
AID/AFR-G-1270	10	690-0066
AID/SOD/PDC-G-0095	5	932-0107

ACCEPTED

BY Allan R. Trygstad
Allan R. Trygstad
 PRINTED OR TYPED NAME
Fiscal Officer
 TITLE
4/8/80
 DATE

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

DISTRIBUTION	<u>CM/ROD</u>	<u>CM/COD</u>	<u>OTHER</u>
	X AFR	AN	X AAG/W
	NE	PE	X CM/SD/SUP
	LA	OTR	X SER/FM/PAD
	ASIA		X PDC/PVC
		<u>CM/SOD</u>	X AFR/DR
		X PDC	

ORIGINAL

JUN 6 1978

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

*Copy sent - R Buzalov
Neg - S Markov
PDC/PVC/OPNS*

MAY 04 1978

PLANNING ASSISTANCE, INC.

MAY 9 A.M.

Mr. Charles Patterson
Executive Director
Planning Assistance, Inc.
141 Fifth Avenue
New York, New York 10010

Subject: Amendment No. 5 to
Grant No. AID/pha-G-1126
PIO/T No. 932-0068-73-3279227 A#1

Dear Mr. Patterson:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, this Grant is amended to extend the period of the Grant from May 14, 1978 to July 1, 1978.

The total cumulative obligation remains at \$700,000.

This Grant is further amended as follows:

A. Delete the second paragraph of letter amendment no. 3 and insert in lieu thereof the following:

"The total cumulative amount obligated under this Grant is now \$700,000. The funds provided herein are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the project through July 1, 1978."

B. Attachment A - Program Description, Paragraph E. Budget - Delete funding dates of "5/15/77 - 5/14/78" and insert in lieu thereof "5/15/77 - 7/1/78".

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

1. Delete the current Standard Provisions in their entirety and insert in lieu thereof new Standard Provisions dated September 1977, attached hereto.

2. Delete from the Standard Provisions dated September 1977 the following clauses:

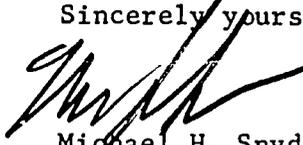
- a. 7A. Payment - Federal Reserve Letter of Credit (FRLC) Advance
- b. 7C. Payment - Reimbursement
- c. Delete Clause No. 10 in its entirety and insert in lieu thereof attached Clause 10 entitled "Procurement of Goods and Services Under \$250,000" dated October 1977.
- d. 12B. Title to and Care of Property (U.S. Government Title)
- e. 12C. Title to and Care of Property (Cooperating Country Title).

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

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 the conditions under which these funds have been granted. Return the original and six (6) copies to my office.

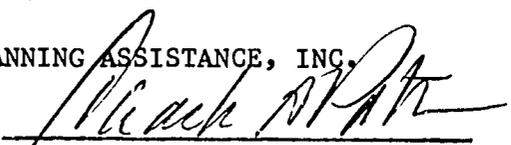
Sincerely yours,



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

ACKNOWLEDGED:

PLANNING ASSISTANCE, INC.

BY: 

TYPED NAME: CHARLES A. PATTERSON

TITLE: EXECUTIVE DIRECTOR

DATE: 9 MAY 1978

6

ORIGINAL

FEB 8 1978

Mrs. Lewis

MEMORANDUM

Date: February 7, 1978

TO : Distribution
FROM : *Adm.* CM/SOD, Donald B. Dickie
SUBJECT: Grant No. AID/pha-G-1126 between A.I.D.
and Planning Assistance, Inc.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated January 26, 1978. This Agreement is also Amendment No. 4 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. B. Lewis
- CM/SD/SUP, Mail Room
- CM/SD/SUP, Mr. G. Nell
- SER/FM, Mr. W. McKeel
- AAG/W, Mr. B. Abshire (2 copies)

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

Project Manager, PHA/PVC, Mr. J. Williamson

USAID/ _____

ORIGINAL

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: January 26, 1978

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

REFERENCE DCAA Audit Report No. 6171-02-8-0219 dated January 10, 1978

INSTITUTION Planning Assistance, Inc.
or 141 Fifth Avenue
OTHER New York City, N. Y. 10010

PART I -- NEGOTIATED INDIRECT COST RATES (%):

Type	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Overhead Rate</u>
Final	1-1-75	12-31-75	32.62
Final	1-1-76	12-31-76	27.80
Provisional	1-1-77	Until Amended	28.00

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

Base of Application

Total direct cost.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS

+ 8

PART II – ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III – SPECIAL TERMS AND CONDITIONS:

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

<u>Contract/Grant No</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/pha-G-1126	4	932-13-950-068
AID/afr-G-1270	4	690-0066

ACCEPTED

BY

CHARLES A. PATTERSON

PRINTED OR TYPED NAME

EXECUTIVE DIRECTOR

TITLE

7. FEBRUARY 1978

DATE

Donald B. Dickie

Donald B. Dickie

CONTRACTING OFFICER

Overhead and Special Costs Branch

Special Operations Division

Office of Contract Management

Agency for International Development

DISTRIBUTION

X CM/ROD
AFR
NE
LA
ASIA

CM/COD
TAB
PHA
OTR

X CM/SOD
PDC

OTHER

X AG/AUD
X CM/SD/SUP
X SER/FM/ PAD
X PHA/PVD X AFR/DR

DBD

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

17 AUG 1977
Program - J Williamson
PHA/PVC
neg - D Lewis
ORIGINAL

Mr. Charles Patterson
Executive Director
Planning Assistance, Inc.
141 Fifth Avenue
New York, New York 10010

JUL 29 1977

Subject: Amendment No. 3 to
Grant No. AID/pha-G-1126
PIO/T: 932-0068-73-3279227
Allotment No.: 426-32-099-00-76-71
Amount Obligated: \$300,000

Dear Mr. Patterson:

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 amends the grant and further grants, under this Specific Support Grant, to Planning Assistance, Inc. (hereinafter referred to as "Grantee"), an additional sum of \$300,000 to continue to support a Development Program Grant to institutionalize program planning and management in LDCs.

The total cumulative amount obligated under this Grant is now \$700,000. The funds provided herein are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the project through May 14, 1978.

The Grant is hereby amended as follows:

1. ATTACHMENT A - PROGRAM DESCRIPTION

Paragraph E. Budget; as amended in Amendment No. 2 is further amended as follows:

FUNDS AVAILABLE
CENTRAL SERVICES DIVISION

AUG 4 1977

M. Hughes

"E. Budget

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

	<u>Actual & Estimated Expenditures</u>	<u>Estimated Expenditures</u>		<u>Total</u>
	<u>Fr: 5/15/75 To: 5/14/76</u>	<u>Fr: 5/15/76 To: 5/14/77</u>	<u>Fr: 5/15/77 To: 5/14/78</u>	
Salaries, Fringe Benefits & Staffing Costs	\$ 75,423	\$ 68,477	\$137,797	\$281,697
Consultants	16,112	8,261	20,072	44,445
Workshops	11,426	5,261	36,080	52,767
Materials & Materials Development	5,566	-0-	5,000	10,566
Project Travel	24,591	24,563	46,538	95,692
Rent, Utilities & Other Direct Costs	17,414	13,973	31,992	63,379
Indirect Costs 39.35%	<u>42,320</u>	<u>42,322</u>	<u>66,812</u>	<u>151,454</u>
Total	<u>\$192,852</u>	<u>\$162,857</u>	<u>\$344,291</u>	<u>\$700,000</u>

The three year budget in the amount of \$700,000 has been obligated. Adjustments among line items are unrestricted. The Grantee may not exceed the amount of funds obligated hereunder."

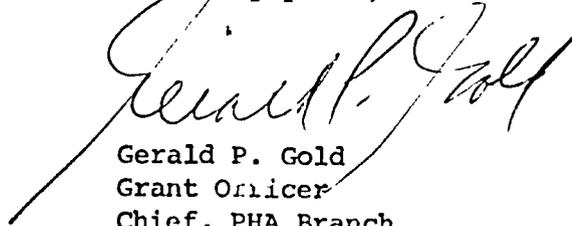
Mr. Patterson
Planning Assistance, Inc.

- 3 -

Except as expressly herein amended 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 eight (8) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the original and seven (7) copies of this Grant to my office, making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

ACCEPTED:
PLANNING ASSISTANCE, INC.:

BY:

TYPED NAME:

TITLE

DATE:

Charles A. Patterson
CHARLES A. PATTERSON
EXECUTIVE DIRECTOR
12 AUGUST 1977

PLANNING ASSISTANCE, Inc.

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON, D.C. 20523

23 JUN 1976

*Program - H & Dept. for
PHH/PA/velone
neg - D W...*

JUN 16 1976

ORIGINAL

Mr. Charles Patterson
Executive Director
Planning Assistance, Inc.
2067 Braodway
New York, New York 10023

MAY 28 1976

Subject: Amendment No. 2 to
Grant No. AID/pha-G-1126
PIO/T 932-13-950-068-73-3269218
Allotment No. 427-32-099-00-76-61
Appropriation No. 72-11X1027
Amount Obligated: \$195,000

Dear Mr. Patterson:

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 amends the grant and further grants, under this Specific Support Grant, to Planning Assistance, Inc. (hereinafter referred to as "Grantee") an additional sum of \$195,000 to continue to support a Development Program Grant to institutionalize program planning and management in LDCs.

The total cumulative amount obligated under this Grant is now \$400,000. The funds provided herein are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the project for the period May 15, 1976 through May 14, 1977. Additional funds may be granted subject to their availability.

FUNDS OBLIGATED

Approp. No. 72-11X1027
Allot. No. 427-32-099-00-76-61
Obl. No. 3269-218 Obl. Cl. 2590
Amount \$ 195,000.00
Proj. No. 932-13-950-068

By JH Lindley FM/CSD Date 5/31/76

The Grant is hereby amended as follows:

1. ATTACHMENT A - PROGRAM DESCRIPTION - Paragraph E - Budget -

As amended in Amendment No. 1 is further amended as follows:

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

"E. Budget

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

	Actual & Estimated Expenditures	Estimated Expenditures		
	Fr: 5-15-75 To: 5-14-76	Fr: 5-15-76 To: 5-14-77	Fr: 5-15-77 To: 5-14-78	<u>Total</u>
Salaries & Fringe Benefits & Staffing Costs	\$ 77,351	\$100,975	\$144,094	\$ 322,420
Consultants	17,100	2,262	3,451	22,813
Workshops	13,425	11,500	17,547	42,472
Materials & Materials Development	5,566	3,829	5,842	15,237
Project Travel	29,756	19,000	28,990	77,746
Rent, Utilities & Other Direct Costs	14,810	20,400	31,127	66,337
Indirect Costs 39.35%	36,265	47,761	68,949	152,975
	<u>\$194,273</u>	<u>\$205,727</u>	<u>\$300,000</u>	<u>\$ 700,000</u>

The first two years budget in the amount of \$400,000 has been obligated.

Funds for the third year may be provided subject to their availability.

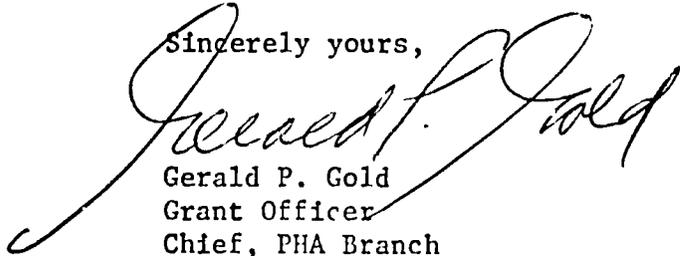
Adjustments among line items are unrestricted. The Grantee may not exceed the amount of funds obligated hereunder."

2. ATTACHMENT B - Standard Provisions - Delete in its entirety and substitute in lieu thereof the attached "ATTACHMENT B - Standard Provisions", attached hereto and made a part hereof.

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

Please acknowledge your acceptance of this Amendment by having an authorized official sign the original and all copies of this letter and returning the original and six copies of this letter to my office.

Sincerely yours,



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

ACKNOWLEDGED:

PLANNING ASSISTANCE, INC.

BY: Charles A. Patterson

PRINTED NAME: CHARLES A. PATTERSON

TITLE: EXECUTIVE DIRECTOR

DATE: 17 JUNE 1976

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 Support 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 Support 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.

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. Liability (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;

Best Available Document

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).

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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-time 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).

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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.

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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 1951, as amended, or under acts appropriating funds for foreign assistance.

10/15/74

p. 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 May 1, 1975 until amended, provisional payments on account of allowable indirect costs shall be made at the rate or rates of 39.35% applied to Salaries, Fringe Staffing Costs, and Other Direct Costs.

(1) The Grantee, as soon as possible but not later than ninety (90) days after the close of each of his accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Support Division, Office of Contract Management, AID, Washington, D.C. and to the Office of 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 basis 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.

q. 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.

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r. 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 Szechwan, 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, Romania, 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:

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(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-C.5201.11.

(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 the 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 905.

(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 the Grant records for this credit 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 act in 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 sub-grantees 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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Procurement of Equipment, etc. Page 3 of 3
To permit AID, in accordance with the Small Business Provisions of the Mutual Security Act, to give United States Small Business firms an opportunity to participate in supplying commodities and services procured under this Grant, the Grantee, shall, to the maximum extent possible, provide the following information to the Office of Small Business, AID, Washington, D.C. 20523 at least 45 days prior to placing any order or contract in excess of Five Thousand (\$5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

- (a) Brief general description and quantity of commodities or services;
- (b) Closing date for receiving quotations or bids;
- (c) Address where invitations or specifications may be obtained.

(7) Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 3, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing". Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be attributed to this Grant. AID will provide Grantee with this list.

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

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

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

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

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

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

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

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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.

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PAYMENT PROVISION

Periodic 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. 20520 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 (date)	\$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 _____"

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[Handwritten mark]

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

16 JAN 1976

W. Holcomb
PHAI/PVC/OPNS
Ed Thomas
5 JAN

GENERAL SUPPORT GRANT

ORIGINAL

Mr. Charles Patterson
Executive Director
Planning Assistance, Inc.
2067 Broadway
New York, New York 10023

DEC 31 1975

Subject: Grant No. AID/pha-G-1126
Amendment No. 1
PIO/T No.: 932-13-950-068-73-3269218

Dear Mr. Patterson:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, the Agency for International Development (A.I.D.) hereby increases the obligated amount of the grant by \$5,000 to provide for the use of consultants.

The grant, as amended, is hereby further amended as follows:

- 1. Attachment A - Program Description, C. Implementation,
(i) Consultants -

The Grantee is permitted to use consultants in support of the grant.

- 2. Attachment A - Program Description, E. Budget - Delete the existing budget and substitute the one as follows.

FUNDS OBLIGATED	
Approp. No.	72-1181027
Allot. No.	427-32-097-00-76-61
Obl. No.	3269218
Obj. Cl.	2580
Amount	\$ 5,000.00
Proj. No.	932-13-950-068
Date <i>JHR</i> 12/31/75 FM/CSD	

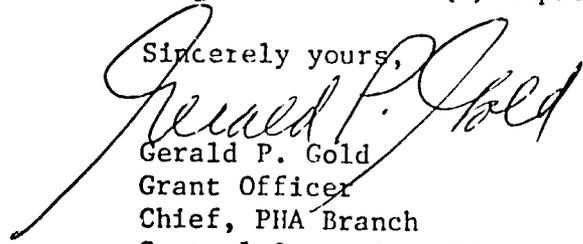
	Estimated Funding			<u>Total</u>
	<u>5-15-75</u> <u>5-14-76</u>	<u>5-15-76</u> <u>5-14-77</u>	<u>5-15-77</u> <u>5-14-78</u>	
1. Salaries & Benefits	\$106,900	\$135,300	\$135,700	\$377,900
2. Travel and Transportation	29,200	32,400	40,800	102,400
3. Other Direct Costs	16,400	20,800	20,900	58,100
4. Indirect Costs (39.35% of 1 & 3)	48,500	61,400	61,600	171,500
5. Consultants	<u>5,000</u>	<u>---</u>	<u>---</u>	<u>---</u>
	\$206,000	\$249,900	\$259,000	\$714,900

A.I.D. shall obligate \$205,000 for the period May 15, 1975 through May 14, 1976. The balance of \$1,000 shall be funded by the Grantee. Adjustments among the line items are unrestricted."

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

Please have an authorized official acknowledge this amendment by signing all copies and return the original and five (5) copies to this office.

Sincerely yours,


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

ACKNOWLEDGED:
PLANNING ASSISTANCE, INC.

BY: *Charles A. Patterson*

PRINTED NAME: Charles A. Patterson

TITLE: Executive Director

DATE: 12 January 1976

18 JUN 1975

ORIGINAL

*H. C. G.
St. Helens, PHA/PVE*

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

General Support Grant

Mr. Charles Patterson
Executive Director
Planning Assistance, Inc.
2067 Broadway
New York, New York 10023

JUN. 30 1975

Subject: Grant No. AID/pha-G-1126
PIO/T No: 932-13-950-068-73-3259052

Dear Mr. Patterson:

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 Planning Assistance, Inc. (hereinafter referred to as "PAI" or "Grantee") the sum of \$200,000 to provide support for a Development Program Grant to institutionalize program planning and management in LDCs 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 during the period May 15, 1975 through May 14, 1976. Additional funds may be granted subject to their availability.

This Grant is made to PAI, 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, "Payment Provision".

ORIGINAL

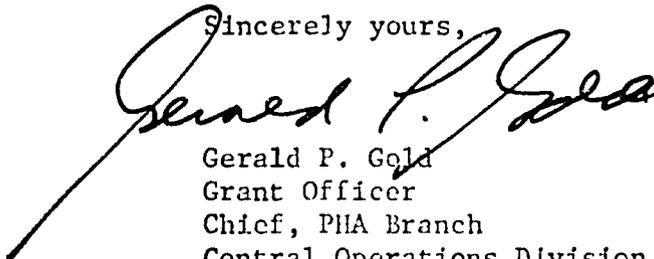
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Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,



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

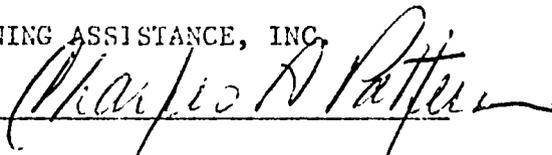
Attachments:

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

ACCEPTED:

PLANNING ASSISTANCE, INC.

BY:



PRINTED NAME: CHARLES A. PATTERSON

TITLE: EXECUTIVE DIRECTOR

DATE: JULY 11, 1975

FUNDS AVAILABLE

Date June 30, 1975
 Project No. 932-13-950-068
 Obligation No. 3259052
 Object Class 2590
 Allotment 427-32-099-00-7652
 Amount \$ 200,000.00
 By (initials) JRP

PROGRAM DESCRIPTION

A. Purpose of Grant

This grant will provide funding to institutionalize joint program planning and general management ability in selected LDCs; and develop within PA a resource for PVO's and LDC governments to use in program planning and design. The grant will be for a three year period with funding provided for one year. Funds for the following years will be provided subject to availability of funds.

B. Specific Objectives

(1) Planning Assistance has, over the past several years, developed a proven strategy whereby a country's efficiency and effectiveness in achieving development goals can be increased through the institutionalization of a Joint Program Planning and Development Process (JPPDP). As a majority of government agencies and PVO's are confronted with scarce resources and do not direct enough of the internal energies toward the planning of their work, the acceptance and application of a JPPD Process can have significant impact on their ability to achieve program goals and objectives. This grant, therefore, will provide funding for an experienced PA project staff for three years. Also, a travel budget for the staff which will permit, in selected LDCs, preliminary and follow-up in-country joint goal setting and program planning of workshops between governments and PVO's working in nutrition and family planning services.

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(2) The basic JPPD Process includes:

- (a) Needs assessment.
- (b) Resources assessment.
- (c) Analysis of conditions and constraints.
- (d) Review of current year results.
- (e) Review of long term goals.
- (f) Setting of goals, objectives and priorities for new program and fiscal year.
- (g) Preparation of plans of work for new fiscal year.
- (h) Establishing methods of monitoring and evaluation of progress under program plans and achievement of goals and objectives.
- (i) Budgeting.
- (j) Assessing needs for program support.
- (k) Preparing program support plans.

(3) Among the objectives which the JPPD Process is designed to achieve are:

(a) In the first project year, participation of program managers, staff and client groupings in establishing clear statement of goals, objectives, work schedules, monitoring and evaluating measures, and budgets necessary to most effectively achieve the countries' development goals.

(b) In the second project year, governments taking a role as project design participants and joint coordinator (government-PVO's) in decision making, priority setting, goals and objectives identification.

(c) Development of JPPDPs which allow multi-sector program design to take place within a single planning situation by the conclusion of the final project year.

(4) The PA staff which the grant will fund will include a Program Manager, two Senior Planners (part time), a Project Design Trainer (family planning), a Project Design Trainer (nutrition), an Administrative Assistant and a Secretary.

Senior Planners will be responsible for training PA staff who will be working under the DPG; will maintain government (LDC) contact and government participation; be responsible for pre-planning of first workshops; responsible for future planning of second year of DPG; initiating new country contacts and maintain related correspondence.

Project Design Trainers will be responsible for the design of specific workshops (i.e. nutrition, and family planning workshops); responsible for the conduct of these workshops; serve as experts in their areas of content (technical areas); initiate and coordinate related correspondence; initiate development research and gather conference materials; and collect and review evaluation data.

(5) The basic functions of the five professionals will include the following:

The Program Manager will be responsible for overall management and coordination of the effort, which includes specific workshop sessions and design of workshop components; will act as liaison with AID; be responsible for correspondence and materials related to workshop follow-up; responsible for interpreting pre- and post-

evaluation data; and, for PA, he will have approval of all schedules, country selections, work loads, reporting functions, and finalized workshop materials.

C. Implementation

Implementation of this project will involve: (1) recruitment, hiring and orientation of new personnel; (2) development and implementation of guidelines and procedures for program development and operations; (3) drafting a project activity schedule; (4) actual program development activity; (5) conducting planning sessions; (f) development of training materials; (g) planning and conducting workshops; and (h) evaluation of country JPPDP.

(a) Recruitment, hiring and orientation of new personnel: An individual with programming experience has already been selected for the position of Program Manager. The two Senior Planners positions (part timers) will be filled by two individuals from the present PA staff. Recruitment will have to be made to fill the remaining four positions. The project design trainers for family planning and nutrition requires careful screening for selection. Selection criteria has been established already and only individuals with family planning, and nutrition backgrounds are being considered for selection. Other requirements are field experience, and project design capability.

In view of the availability of the two Senior Planners and the Program Manager, all key members of the DPG staff, implementation activities can move forward without very much delay. All new personnel will have been hired within 60 days after the grant agreement is signed.

(b) Development of guidelines and procedures: PA already has a program development approach which it has followed in the past. With the new staff added, however, and expansion of development activity, the present guidelines and procedures will need revising. These revisions will have been made and approved by A.I.D. within 90 days after the grant agreement is signed.

(c) Scheduling of program development activity: Preliminary investigations of the kind of concerns Volags have about their programming in the LDCs is currently under way in the following countries:

Africa -- Niger, Lesotho, Botswana, Swaziland, Kenya, Zambia,
Zaire, Mozambique

Asia -- Afghanistan, Philippines, Thailand, India, Nepal,
Sri Lanka, Pakistan, Indonesia, Bangladesh

Middle East -- Egypt, Iran

Latin and South America -- Honduras, Nicaragua, Haiti, Ecuador,
Guyana, Bolivia

Before going to a country, Planning Assistance inquires with voluntary agencies, technical assistance resources (like the Family Planning Technical Assistance people in New York), and others including A.I.D. personnel, who have current working knowledge of the situations and needs of the countries. Countries in which family planning and/or nutrition-agriculture projects are presently underway by PVO's and in which there is already a conscious searching for a better or more systematic way to accomplish their goals are places given priority. Efforts will be expended by Planning Assistance

to develop at least one program in each of the geographical regions listed above during the first grant year.

(d) Program development activity: Within 120 days after the grant agreement is signed, PA expects to have its implementation officially completed to begin program development activity. PA's methodology for program development follows:

After contact has been made here in the U.S. with PVO headquarters, and technical assistance resources (as described in (c) above), overseas contacts begin. PVOs in the LDCs are contacted and asked directly about the work they are doing and the possibility that a project planning and design workshop (which is explained in some detail) might be helpful. If the response is generally positive--at least 15 to 20 initial expressions of interest--a PA staff person or team is assigned to review in-country the programming and project design problems being experienced (the needs and constraints of Volags), explain in considerable detail the workshop possibilities (what can and what cannot be accomplished through the workshop format), and itemize agency needs.

(e) Planning sessions: Following this review, still in-country, the agencies interested in the workshop, including government and resource persons, are brought together in a preplanning session during which goals and objectives for the workshop itself are clearly identified, an agenda prepared, work tasks for conducting the sessions assigned, dates and places suggested and set. Agencies not yet participating but expressing interest are again contacted. An

invitation and homework list are prepared, agenda finalized, site and place fixed, and logistic arrangements handled.

(f) Development of training materials: Training materials needed for planning sessions, workshops, etc., will be completed and in the hands of each participating PA technician a minimum of 30 days prior to each workshop. This material will describe the planning process, and will vary, to some extent, from country to country.

(g) Conducting workshops: The workshop itself usually follows closely on this developmental, and planning session work discussed in (d) and (e) above. Between pre-planning and the workshop itself, PA prepares technical and training materials which are needed, identifies and confirms staff and resource participation as well as participant commitments, and assembles the technical and administrative team that will conduct the workshop. An evaluation instrument is prepared for pre-, during, and two post-periods, and finalized.

Possible participants from other sectors or other countries are invited to attend the session so they might more intelligently decide whether a workshop is suitable for their needs.

The workshop is then conducted, and follow-up need identified. Workshop participants determine the extent to which follow-up is desired and set the parameters for that work by themselves and PA.

(h) Evaluation: The workshops will be evaluated at three discrete levels: (1) development, (2) implementation, and (3) achievement. Each level will provide succeedingly important data on progress toward achieving the goal of assisting project design

by voluntary agencies and government organs.

(1.) Development

The development level of evaluation will be conducted on site during the workshop and will address itself to the specific objectives of the workshop, i.e.:

- i. Do the goals and objectives as established by each agency participant accurately reflect the organization's experience, strengths, and constraints?
- ii. Do they make an optimum contribution toward meeting the need for specific services?
- iii. Is the plan of work sufficient for the attainment of those goals and objectives?
- iv. Are sufficient resources indicated, both financial and technical, for successfully carrying out the plan of work?
- v. Is the technical assistance support required for program implementation and maintenance accurately indicated?

(2.) Implementation

Six months after each workshop, a questionnaire will be sent to each of the participants with requests for the following information:

- i. Has the plan of work been reviewed by the entire organization and approved for implementation or turned into a funding proposal?
- ii. Have resources been secured?

iii. Is the plan being implemented?

iv. Has the required technical assistance been received?

(3.) Achievement

The third level of evaluation will be carried out a year and a half after each workshop and will consist of a follow-up questionnaire to provide information on:

- i. Are the original goals and objectives, or some revision thereof, being met?
- ii. To what extent is the need for services being met as a result?

Progress reports will be submitted to AID on output indicators according to the time frames stated therein. In addition, Project Appraisal Reports (PARs) will be developed jointly by PA and PVC at the end of the first and second grant years. A complete evaluation will be done at the end of the third year.

D. Reporting

Program reports shall be submitted on a semi-annual basis, commencing 180 days after signature of the grant. Each report will be due within 30 days of the end of the period being reported. In addition, PA will submit progress reports on: recruitment and hiring of new staff members 60 days after the agreement is signed; the development of guidelines and procedures 90 days after the agreement is signed; and implementation schedule and methodology 120 days after agreement is signed.

PA will also submit intermediate reports on the evaluation components outlined in the Scope of Work of this PIO/T.

One copy of all program reports and the fiscal report required by Attachment C shall be submitted to the Grant Officer.

The Grantee has the responsibility for obtaining appropriate cooperating country clearances for its personnel and for maintaining liaison with cooperating agencies as appropriate. The AID Technical Liaison Official to PA will be the Project Manager, PHA/PVC/OPNS.

E. Budget

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

	5-15-75	Estimated Funding		<u>Total</u>
	<u>5-14-76</u>	<u>5-15-76</u>	<u>5-15-77</u>	
		<u>5-14-77</u>	<u>5-14-78</u>	
1. Salaries and Benefits	\$106,900	\$135,300	\$135,700	\$377,900
2. Travel & Transportation	29,200	32,400	40,800	102,400
3. Other Direct Costs	16,400	20,800	20,900	58,100
4. Indirect Costs (39.35% of 1 & 3)	<u>48,500</u>	<u>61,400</u>	<u>61,600</u>	<u>171,500</u>
	\$201,000	\$249,900	\$259,000	\$709,900

AID shall obligate \$200,000 for the period May 15, 1975 through May 14, 1976. The balance of \$1,000 shall be funded by the Grantee. Adjustments among the line items are unrestricted.

STANDARD PROVISIONS

a. Allowable Costs (Oct. 1974)

Only those costs shall be attributed to this Grant which are reasonable, allocable, and 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.*

*If this Grant is made to a university, the applicable cost principles are contained in Federal Management Circular 73-8 (Cost Principles for Educational Institutions).

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

The Grantee shall submit to the Grant Officer an annual financial statement certified by an independent public accountant. Financial records covering all phases of the Grantee's program, including documentation to support entries on the account records and to substantiate expenditures, shall be maintained in accordance with accounting principles generally accepted in the U.S. and consistently applied, and shall be available for examination by personnel authorized by AID. All such financial records shall be maintained for at least three years after final disbursement of funds under this Grant. The AID Auditor General and the Comptroller General or their duly authorized representatives reserve the right to conduct an audit of the Grantee's books and records to determine whether the Grantee organization has expended its funds in accordance with the terms and conditions of this Grant. The Grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit.

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 and in the custody of the Grantee at the time of expiration or termination of the Grant shall be refunded to AID.

(3) If, at the end of the period supported by this Grant, and the end of each subsequent period if the Grant is extended, AID determines that the Grantee has not expended an amount equal to the amount provided and received under this Grant during such period for costs properly attributable to this Grant in accordance with its terms and conditions, then the Grantee will refund to AID the difference between such amount of funds provided and received and such amount expended for costs properly attributable to this Grant.

d. Ineligible Countries (Oct. 1974)

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

e. Equal Opportunity (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 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."

f. Termination (Oct. 1974)

This grant may be terminated in whole or from time to time 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 appropriate action to minimize all expenditures and obligations financed by this Grant and shall cancel such 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 the 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 ninety (90) calendar days after the effective date of such termination a written claim covering such obligations and, subject to the limitations contained in this Grant, the Grantor shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

g. 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.

h. Covenant Against Contingent Fees (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.

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 Purpose and Implementation of Grant, the Standard Provisions, and the Payment Provisions, all of 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 of such parties 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.

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1. Procurement of Equipment, Vehicles, Supplies, Materials, and Services.

(1) Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraphs (2), or (3), or (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, the 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:

(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, the costs of which are to be attributed to this Grant, 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, the costs of which are to be attributed to this Grant, 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 the cost of which is to be attributed to this Grant. 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 extent possible. In addition to the foregoing, for purchases made in the United States, the cost of which is 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:

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(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," published monthly by AID. 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.

m. Salaries (Oct. 1974)

All salaries, wages, fees, and stipends, the costs of which will be attributed to this Grant, shall be paid in accordance with the Grantee's usual policy and practice as reviewed and approved in writing by the Grant Officer. In the absence of an approved policy, costs of salaries, wages, fees, and stipends shall be attributed to this Grant in accordance with Subpart 7-15.205-6 of the Agency for International Development Procurement Regulations (AIDPR).

n. International Travel and Allowances (Oct. 1974)

International travel and allowances, the costs of which are to be attributed to this Grant, shall be undertaken in accordance with the policy and practice of the Grantee, as reviewed and approved by the Grant Officer. In the absence of an approved policy, the Grantee shall follow the regulations contained in the Federal Travel Regulations (FTR).

o. Excess or Near-Excess Foreign Currency (Oct. 1974)

All expenditures of the Grantee in excess or near excess currency countries, including per diem (subsistence) expenses, which will be attributed to this Grant, shall be funded from U.S.-owned foreign currency, unless otherwise authorized in writing by the Grant Officer. The conversion of U.S. dollars for foreign currencies shall be made by the Grantee either through the U.S. Treasury Department in Washington, D.C., the U.S. Disbursing Officer, U.S. Embassy, or the USAID Mission Controller, unless otherwise authorized in writing by the Grant Officer.

p. Publications (Oct. 1974)

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

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

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

(4) The Grantee is permitted to secure copyright to any publication produced or composed under this Grant; provided, however, 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.

q. 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 result in costs which will be attributed to this Grant. 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.

r. Title To and Use of Property (Oct. 1974)

Title to all property purchased with funds to be attributed to 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 commodities, depreciation, amortization, or use of any property title to which remains in the Grantee under the clause.

(2) The Grantee agrees to use and maintain the property for the purposes 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.

Exceptions to this clause will be as approved by the Grant Officer.

PAYMENT PROVISION

Periodic Grant Disbursement

Each month, Grantee will submit to AID's Office of Financial Management, 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 this period	\$ xxx
Expended to date	\$ xxx
Advances 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 _____