

**PART ONE COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS**

3 Contract/Agreement Number AID/LAC-G-1411 <u>Amnd 1</u>	
4 Contractor/Recipient Name <u>American Institute for Free Labor Development</u>	5 Organization Symbol <u>AIFLD</u>
6 Project Title <u>Eastern Caribbean Free Labor Union Development</u>	
7 Project Officer's Name <u>Fred Zumwalt</u>	8 Organization Symbol <u>LAC/DP/SD</u>

9 Requisitioning Document ID No Memo	19 Budget Plan Code <u>037-52-538-00-69-01</u>
10 TYPE OF ACTION A New Acquisition/Assistance B Continuation of activities set forth in a contractual document C Revision of work scope/purpose of award	20 Country or Region of Performance <u>Caribbean Region</u>
	21 Total Estimated Cost of the Contractual Document US \$ <u>333,000</u>
	22 Amount of Non Federal Funds Pledged to the Project US \$ <u>-0-</u>
11 Amount of this PIO/T US \$ <u>-0-</u>	23 Effective Date of this Action <u>9/30/82</u>
12 Amount Obligated/Subobligated/Deobligated by this Action US \$ <u>-0-</u>	24 Estimated Completion/Expiration Date <u>9/29/83</u>
13 Cumulative Obligation US \$ <u>333,000</u>	25 Contractor DUNS Number
14 This Action Funded Through <u>9/29/83</u>	26 Consultant Type Award <u>NO</u>
15 Date Contractual Documents Signed by AID Official <u>9/30/82</u>	27 Number of Person Months (PASA/RSSA only) <u>N/A</u>
16 Incrementally Funded Contract <u>NO</u>	28 Number of Persons (PASA/RSSA only) <u>N/A</u>
17 Host Country/Counterpart Inst (Univ Contracts) <u>N/A</u>	
18 Campus Coordinate (Univ Contracts) <u>N/A</u>	

29 Negotiator's Typed Name <u>C. Gaskins</u>	30 Negotiator's Signature <u>Care Gaskins</u>	31 Date Signed <u>9/30/82</u>
32 Contract/Grant Officer's Organization Symbol <u>ROD/LAC</u>	33 Contract/Grant Officer's Signature <u>W. Harty</u>	34 Date Signed <u>9/30/82</u>

**PART TWO COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY**

35 CONTRACT TYPE A Fixed Price (Specify FFP, FPRD, FPEPA, FPI) <input type="checkbox"/> B Cost Reimbursement (Specify CR, CPFF, CS, CPAF, CPIF) <u>N</u> C IQC & Requirements Contracts D Other	37 SUBJECT TO STATUTORY REQUIREMENT A Walsh Healey Act, Manufacturer* <input type="checkbox"/> B Walsh Healey Act, Regular Dealer* C Service Contract Act (U S ONLY - Guards, Maintenance, Laborers) D Davis Bacon Act (Construction) E Not subject to Walsh Healey, Service Contract or Davis Bacon Act (Most AID Contracts) * Equipment, Supplies, Materials, and Commodities
36 ADVANCE A No Advance <input type="checkbox"/> B Advance Non FRLC C Advance FRLC	38 Country of Manufacture (Specify)

C Gaskins

UNITED STATES GOVERNMENT

# memorandum

DATE: September 27, 1982

REPLY TO  
ATTN OF: LAC/DP/SD, Fred ~~D.~~ Zumwalt

SUBJECT: 538-0101, AID/LAC-CA-1408 and  
AID/LAC-G-1411

TO: SER/CM/ROD/LAC, Ms. Cari Gaskins

REFERENCE: Bridgetown 4861

Best Available Document

Please extend subject agreements to September 30, 1983

All other provisions remain the same.

OPTIONAL FORM NO 10  
(REV 1-80)  
GSA FPMR (41 CFR) 101-11.6  
5010-114

\* GPO : 1981 O - 341-526 (5587)

J.

UNCLASSIFIED  
Department of State

INCOMING  
TELEGRAM

PAGE 01 BRIDGE 04861 241919Z 9100 050203 AID2069

ACTION AID-00

Best Available Document

ACTION OFFICE LACA-03

INFO LADP-03 LADR-03 FVA-02 PPCE-01 PDPR-01 PPPB-03 GC-01  
GCLA-03 GCFL-01 FM-02 CMGT-02 CTR-02 STPO-03 SAST-01  
PVC-02 FVPP-01 LAB-05 RELO-01 MAST-01 DO-01 /042 AI 424

INFO OCT-00 INR-10 EB-08 ARA-00 AMAD-01 /070 W

-----110117 241930Z /38

P 241903Z SEP 82  
FM AMEMBASSY BRIDGETOWN  
TO SECSTATE WASHDC PRIORITY 2593

UNCLAS BRIDGETOWN 04001

AIDAC

E O 12356 N/A

SUBJECT 538-0059 AID/LAC-CA-1408 AND AID/LAC-G-1411

REF A) STATE 263268, B) BRIDGETOWN 4565-

MISSION CONCURS WITH AIFLD REQUESTED ONE YEAR  
EXTENSION OF SUBJECT PROJECT.

PLEASE ADVISE BY PRIORITY CABLE WHEN PACD EXTENSION  
HAS BEEN EFFECTED. BISH

UNCLASSIFIED

3

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

Mr. William C. Doherty, Jr.  
Executive Director  
American Institute for Free  
Labor Development  
1015 20th Street, N.W.  
Washington, D.C. 20036

SEP 30 1982

SUBJECT: Amendment No. 1 to Specific Support Grant No.  
AID/LAC-G-1411

Dear Mr. Doherty:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject grant is hereby extended through September 29, 1983.

The total cumulative obligation under this grant remains at \$333,000, which shall apply to commitments made by the Grantee in furtherance of program objectives during the period September 30, 1980 through the estimated completion date of September 29, 1983.

The subject grant is hereby further amended as follows:

I. Attachment 1 - Program Description

A. Delete section G. Special Provisions in its entirety, and substitute the following in lieu thereof:

"1. The AID/Washington Regional AIFLD Project Officer is Chief, Social Development Division, Office of Development Programs, Bureau for Latin America and the Caribbean (LAC/DP/SD).

2. Cost Principles for Non-profit Organizations

a. The cost principles applicable to this grant are contained in OMB Circular A-122, which has been reprinted in the Federal Procurement Regulations subpart 1-15.6.

b. Subpart 1-15.6 reserves the sections on bid and proposal costs and independent research and development costs. A.I.D. and the Grantee hereby agree upon the following treatment of these costs, pending such time as the FPR is amended to include them.

(1) Bid and proposal costs. Bid and proposal costs are the immediate costs of preparing bids, proposals, and applications for potential Federal and non-Federal grants, contracts and agreements, including the development of scientific, costs and other data needed to support the bids, proposals, and applications. Bid and proposal costs of the current accounting period are allowable as indirect costs. Bid and proposal costs of prior accounting periods are unallowable in the current period. In this regard, bid and proposal costs incurred for the preparation of requests for specific projects

and programs are acceptable for recovery as indirect costs. However, proposal costs incurred in the attempt to obtain unrestricted funds are to be treated as fund raising and must be included in the organization's direct cost base. Bid and proposal costs do not include independent research and development costs which are covered by paragraph (2) below, or preaward costs covered by Attachment B, Paragraph 33, of OMB Circular A-122. (FPR 1-15.603-2)

(2) Independent research and development costs. Independent research and development is research and development conducted by an organization which is not sponsored by Federal or non-Federal grants, contracts or other agreements. Independent research and development costs must be included in the organization's direct cost base for allocation of its proportionate share of indirect costs. The costs of independent research and development, including its proportionate share of indirect cost, are unallowable under AID agreements."

B. Section H. Standard Provision is added as follows:

"1. The Standard Provisions of this grant are hereby amended as follows:

a. Attached hereto and incorporated herewith are the Alterations in Grant dated July 1982.

b. Delete the following Provisions:

- (1) Provision 7B. : Payment - Periodic Advances
- (2) Provision 7C. : Payment - Reimbursement
- (3) Provision 10A. : Procurement of Goods and Services Under \$250,000
- (4) Provision 13B. : Title to and Care of Property (U.S. Government Title)
- (5) Provision 13C. : Title to and Care of Property (Cooperating Country Title)
- (6) Provision 20 : Patents

c. Add the attached Provisions:

- (1) Provision 20. : Patent Rights (Small Business Firms and Nonprofit Organizations)"

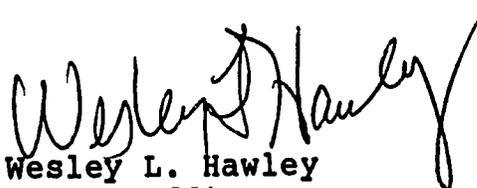
**II. Attachment 2 - Standard Provisions**

The Standard Provisions of this grant are hereby superceded by the attached Provisions entitled Nonprofit Organizations - Other than Educational Institutions, dated 2-82.

III. All other terms and conditions remain unchanged.

Please acknowledge your acceptance of this amendment by having an authorized official sign all copies, retain one for your files, and return the remaining copies to this office.

Sincerely yours,

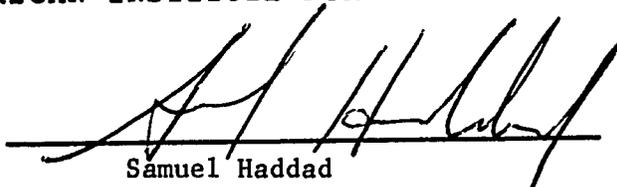


Wesley L. Hawley  
Grants Officer  
Regional Operations Division-LAC  
Office of Contract Management

- Attachments: 1. Alterations in Grant  
2. Provision 20  
3. Standard Provisions
- ACKNOWLEDGED:

AMERICAN INSTITUTE FOR FREE LABOR DEVELOPMENT

BY:



Samuel Haddad

TITLE: Deputy Executive Director

DATE: September 30, 1982

FISCAL DATA

PIO/T NO. : 538-065-3-00014  
Appropriation No. : 72-1101037  
Allotment No. : 037-52-538-00-69-01  
Total Grant Amount : \$333,000

E.I. No. : 52-074718  
Technical Office: LAC/DP/SD

**ALTERATIONS IN GRANT**

The following alterations have been made in the provisions of this grant:

1. Change the title of Standard Provision 15\*, dated "2-82, to read:

"TERMINATION AND SUSPENSION".

2. Insert a new paragraph "(d)" in Standard Provision 15\* as follows:

(d) Suspension: Termination for Changed Circumstances. If at any time AID determines (1) that disbursement by AID would be in violation of applicable law, or (2) that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States, then AID may, following notice to the Grantee, suspend this Grant and prohibit the Grantee from incurring additional obligations chargeable to this Grant other than necessary and proper costs in accordance with the terms of this Grant during the period of suspension. If the situation causing the suspension continues to pertain for 60 days or more, then AID may terminate this Grant on written notice to the Grantee and cancel that portion of this Grant which has not been disbursed or irrevocably committed to third parties. Financial settlement of this Grant shall be governed by the termination procedures specified in paragraph (c) above.

3. Delete the applicability statement in Standard Provision 16, Voluntary Participation, and substitute the following therefor:

"(This provision is applicable to all grants involving any aspect of family planning or population assistance activities.)"

4. Delete the applicability statement in Standard Provision 17, Prohibition on Abortion-Related Activities, and substitute the following therefor:

\*This is Standard Provision 5 for AID Forms 1420-53, and -54

"(This provision is applicable to all grants involving any aspect of family planning or population activities.)".

5. Add the following to the last line of paragraph (a) of Standard Provision 17: "; (5) lobbying for abortion."

6. Delete paragraph (b) of Standard Provision 17 and substitute the following therefor:

" (b) No funds made available under this Grant will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortion is not precluded.

(c) The Grantee shall insert paragraphs (a), (b), and (c) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder."

7. \*Delete Paragraph (c) of Standard Provision 10A entitled "Procurement of Goods and Services Under \$250,000" and substitute the following therefore:

"(c) Geographic Source and Order of Preference

All goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursed under this grant, and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

- (1) the United States (AID Geographic Code 000),
- (2) the cooperating country,
- (3) "Selected Free World" countries (AID Geographic Code 941),
- (4) "Special Free World" countries (AID Geographic Code 935)."

8. \*\*Delete Paragraph (d) of Standard Provision 10B entitled "Procurement of Goods and Services Over \$250,000," and substitute the following therefore:

\*This is Standard Provision 12A for AID Forms 1420-53 and -54.  
\*\*This is Standard Provision 12B for AID Forms 1420-53 and -54

"(d) Nationality. Except as specified in paragraph (c) of this provision, in order to be eligible for AID financing under this grant, suppliers, contractors, or subcontractors must fit one of the following categories:

(1) Suppliers of commodities. A supplier providing goods under this grant must fit one of the following categories for the costs of such goods to be eligible for AID financing:

(i) An individual who is a citizen or, except as provided in paragraph (d)(7) of this clause, a legal resident of a country or area included in the authorized geographic code;

(ii) A corporation or partnership organized under the laws of a country or area included in the authorized geographic code;

(iii) A controlled foreign corporation, i.e., any foreign corporation of which more than 50 percent of the total combined voting power of all classes of stock is owned by United States shareholders within the meaning of Section 957 et seq. of the Internal Revenue Code, 26 U.S.C. 957; or

(iv) A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which are eligible under any of the foregoing categories.

(2) Privately owned commercial suppliers of services. An individual or a privately owned commercial firm is eligible for financing by AID under this grant as a contractor providing services only if the criteria in paragraphs (d)(2)(i), (ii), or (iii) of this provision are met and, in the case of the categories described in paragraphs (d)(2)(ii) and (iii), the certification requirements in paragraph (d)(2)(iv) are met.

(i) The supplier is an individual who is a citizen of and whose principal place of business is in a country or area included in the authorized geographic code or a non-U.S. citizen lawfully admitted for permanent residence in the United States whose principal place of business is in the United States;

(ii) The supplier is a privately owned commercial (i.e., for profit) corporation or partnership that is incorporated or legally organized under the laws of a country or area included in the authorized geographic code, has its principal place of business in a country or area included in the authorized geographic code, and meets the criteria set forth in either subparagraph (A) or (B) below:

(A) The corporation or partnership is more than 50% beneficially owned by individuals who are citizens of a country or area included in the authorized geographic code. In the case of corporations, "more than 50% beneficially owned" means that more than 50% of each class of stock is owned by such individuals; in the case of partnerships, "more than 50% beneficially owned" means that more than 50% of each category of partnership interest (e.g., general, limited) is owned by such individuals. (With respect to stock or interest held by companies, funds or institutions, the ultimate beneficial ownership by individuals is controlling.)

(B) The corporation or partnership:

(1) has been incorporated or legally organized in the United States for more than 3 years prior to the issuance date of the invitation for bids or request for proposals, and

(2) has performed within the United States similar administrative and technical, professional, or construction services under a contract or contracts for services and derived revenue therefrom in each of the 3 years prior to the issuance date of the invitation for bids or request for proposals, and

(3) employs United States citizens in more than half its permanent full-time positions in the United States, and

(4) has the existing capability in the United States to perform the contract.

(iii) The supplier is a joint venture or unincorporated association consisting entirely of individuals, corporations, partnerships, or nonprofit organizations which are eligible under paragraphs (d)(2)(i), (d)(2)(ii), or (d)(3) of this provision.

(iv) A duly authorized officer of a firm or nonprofit organization shall certify that the participating firm or nonprofit organization meets either the requirements of paragraphs (d)(2)(ii)(A), (d)(2)(ii)(B), or (d)(3) of this clause. In the case of corporations, the certifying officer shall be the corporate secretary. With respect to the requirements of paragraph (d)(2)(ii)(A), the certifying officer may presume citizenship on the basis of the stockholder's record address, provided the certifying officer certifies, regarding any stockholder (including any corporate fund or institutional stockholder) whose holdings are material to the corporation's eligibility, that the certifying officer knows of no fact which might rebut that presumption.

(3) Nonprofit organizations. Nonprofit organizations, such as educational institutions, foundations, and associations, are eligible for financing by AID under this grant as contractors for services if they meet all of the criteria listed in paragraphs (d)(3)(i), (ii), and (iii) below, and the certification requirement in paragraph (d)(2)(iv) of this clause is met. (International agricultural research centers and such other international research centers as may be, from time to time, formally listed as such by the Senior Assistant Administrator, Bureau for Science and Technology, are considered to be of U.S. nationality for purposes of this provision.) Any such organizations must:

(i) Be organized under the laws of a country or area included in the authorized geographic code; and

(ii) Be controlled and managed by a governing body, a majority of whose members are citizens of countries or areas included in the authorized geographic code; and

(iii) Have its principal facilities and offices in a country or area included in the authorized geographic code.

(4) Government-owned organizations. Except as may be specifically approved in advance by the Grant Officer firms operated as commercial companies or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof are not eligible for financing by AID under this grant as contractors.

(5) Joint ventures. A joint venture or unincorporated association is eligible only if each of its members is eligible in accordance with paragraphs (d)(2), (3), or (4) of this clause.

(6) Construction services from local firms. When the host country is an authorized source for services, and the estimated cost of the construction services is \$5 million or less, a corporation or partnership may be determined by AID to be an integral part of the local economy in accordance with AID Handbook 1B, Chapter 5, Paragraph 5D5, is eligible.

(7) Ineligible suppliers. Citizens of any country or area, and firms and organizations located in or organized under the laws of any country or area, which is not included in Geographic Code 935 are ineligible for financing by AID as suppliers of services or of commodities, or as agents acting in connection with the supply of services or of commodities, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible regardless of such citizenship.

(8) Special restrictions on procurement of construction or engineering services. Section 604(g) of the Foreign Assistance Act provides that AID funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under the Geographic Code 941, which have attained a competitive capability in international markets for construction services or engineering services." In order to insure eligibility of a Code 941 contractor for construction or engineering services, obtain the AID Grant Officer's approval for any such contract."

**PATENT RIGHTS (Small Business Firms and  
Nonprofit Organizations) (March 1982)  
(OMB Circular A-124)**

**a. Definitions**

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) "Subject Invention" means any invention of the grantee conceived or first actually reduced to practice in the performance of work under this grant.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a small business concern as defined at Section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)) or any nonprofit scientific or education organization qualified under a state nonprofit organization statute.

**b. Allocation of Principal Rights**

The grantee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this provision and 35 U.S.C. 203. With respect to any subject invention in which the grantee retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or

have practiced for or on behalf of the United States the subject invention throughout the world. This license will include the right of the Agency for International Development (AID), with respect to any existing or future international agreement entered into under the Foreign Assistance Act of 1961, as amended, to sublicense any foreign government or public international organization in accordance with the terms of any such international agreement.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Grantee

(1) The grantee will disclose each subject invention to AID within two months after the inventor discloses it in writing to grantee personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the grant under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operations, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID, the grantee will promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the grantee.

(2) The grantee will elect in writing whether or not to retain title to any such invention by notifying AID within twelve months of disclosure to the grantee; provided that in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by AID to a date that is no more than 60 days prior to the end of the statutory period.

(3) The grantee will file its initial patent application on an elected invention within two years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The grantee will file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID, be granted.

**d. Conditions When the Government May Obtain Title**

**(1) The grantee will convey to AID, upon written request, title to any subject invention:**

**(i) If the grantee fails to disclose or elect the subject invention within the times specified in paragraph c. of this provision, or elects not to retain title.**

**(ii) In those countries in which the grantee fails to file patent applications within the times specified in paragraph c. of this provision; provided, however, that if the grantee has filed a patent application in a country after the times specified in c. of this provision, but prior to its receipt of the written request of AID, the grantee shall continue to retain title in that country.**

**(iii) In any country in which the grantee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.**

**e. Minimum Rights to Grantee**

**(1) The grantee will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the grantee fails to disclose the subject invention within the times specified in paragraph c. of this provision. The grantee's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the grantee is a party and includes the right to grant sublicenses of the same scope to the extent the grantee was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of AID except when transferred to the successor of that party of the grantee's business to which the invention pertains.**

**(2) The grantee's domestic license may be revoked or modified by AID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations. This license will not be revoked in that field of use or the geographical areas in which the grantee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of AID to the extent the grantee, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.**

(3) Before revocation or modification of the license, AID will furnish the grantee a written notice of its intention to revoke or modify the license, and the grantee will be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the grantee) after the notice to show cause why the license should not be revoked or modified. The grantee has the right to appeal, in accordance with applicable regulations in the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Grantee Action to Protect the Government's Interest

(1) The grantee agrees to execute or to have executed and promptly deliver to AID all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the grantee elects to retain title, and (ii) convey title to AID when requested under paragraph d. of this provision, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The grantee agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under grant in order that the grantee can comply with the disclosure provisions of paragraph c. of this provision, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by c.(1) of this provision. The grantee shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The grantee will notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The grantee agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the grant) awarded by AID. The Government has certain rights in this invention."

#### g. Subcontracts and Subgrants

(1) The grantee will include this provision suitably modified to identify the parties, in all subcontracts and subgrants, regardless of tier, for experimental developmental or research work to be performed by a small business firm or nonprofit organization. The subcontractor or subgrantee will retain all rights provided for the grantee in this provision, and the grantee will not, as part of the consideration for awarding the subcontract or subgrant, obtain rights in the subcontractor's or subgrantee's subject inventions.

(2) With respect to any subcontract or subgrant with a profit making organization, regardless of tier, the clause specified in Sec. 1-9.1 of the Federal Procurement Regulations (41 CFR 1-9.1) shall be used for such subcontracts, and the provision specified in Appendix 4C, provision 28, Patents, of AID Handbook 13 shall be used for such subgrants. With respect to any subcontract or subgrant with any small business firm or nonprofit organization, regardless of tier, this provision's requirements shall apply.

(3) In the case of subcontracts or subgrants, at any tier, when the prime award with AID was a grant (but not a contract), AID, subcontractor or subgrantee, and the grantee agree that the mutual obligations of the parties created by this provision constitute a contract between the subcontractor or subgrantee and AID with respect to those matters covered by this provision.

#### h. Reporting on Utilization of Subject Inventions

The grantee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as AID may reasonably specify. The grantee also agrees to provide additional reports as may be requested by AID in connection with any march-in proceeding undertaken by AID in accordance with paragraph j. of this provision. To the extent data or information supplied under this section is considered by the grantee, its licensee or assignee to be privileged and confidential and is so marked, AID agrees that, to the extent permitted by 35 USC 202(c)(5), it will not disclose such information to persons outside the Government.

#### i. Preference for United States Industry

Notwithstanding any other provision of this provision, the grantee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject

invention in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the grantee or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

**j. March-in Rights**

The grantee agrees that with respect to any subject invention in which it has acquired title, AID has the right in accordance with the procedures in OMB Circular A-124 and Appendix 4C, provision 28, Patents, Handbook 13 to require the grantee, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the grantee assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that:

(1) Such action is necessary because the grantee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the grantee, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the grantee, assignees, or licensees; or

(4) Such action is necessary because the agreement required by paragraph i of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

**k. Special Provisions for Grants with Non-profit Organizations**

If the grantee is a non-profit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of AID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention provided that such assignee will be subject to the same provisions as the grantee;

(2) The grantee may not grant exclusive licenses under United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:

(1) five years from first commercial sale or use of the invention; or

(ii) eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, AID approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use will not be deemed commercial sale or use as to other fields of use, and a first commercial sale or use with respect to a product of the invention will not be deemed to end the exclusive period to different subsequent products covered by the invention.

(3) The grantee will share royalties collected on subject invention with the inventor; and

(4) The balance of any royalties or income earned by the grantee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education.

#### 1. Communications

Communications concerning this provision shall be addressed to the AID Grant Officer at the address shown on the face of this grant.

**U.S. Grantees and U S. Subgrantees  
NONPROFIT ORGANIZATIONS—OTHER THAN EDUCATIONAL INSTITUTIONS  
INDEX OF  
STANDARD PROVISIONS**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1 Allowable Costs and Contributions (Nonprofit Organizations—Other Than Educational Institutions)</li> <li>2 Accounting, Audit and Records</li> <li>3 Refunds</li> <li>4 Nondiscrimination in Federally Assisted Programs</li> <li>5A Negotiated Overhead Rates—Predetermined</li> <li>5B Negotiated Overhead Rates—Nonprofit Organizations Other Than Educational Institutions</li> <li>6 Revision of Financial Plans</li> <li>7A Payment—Federal Reserve Letter of Credit (FRLC) Advance</li> <li>7B Payment—Periodic Advances</li> <li>7C Payment—Reimbursement</li> <li>8 Travel and Transportation</li> <li>9 Ocean Shipment of Goods</li> <li>10A Procurement of Goods and Services Under \$250,000</li> <li>10B Procurement of Goods and Services Over \$250,000</li> <li>11 Local Cost Financing With U S Dollars</li> <li>12 Government Furnished Excess Personal Property</li> <li>13A Title to and Use of Property (Grantee Title)</li> <li>13B Title to and Care of Property (U S Government Title)</li> </ul> | <ul style="list-style-type: none"> <li>13C Title to and Care of Property (Cooperating Country Title)</li> <li>14 Conversion of United States Dollars to Local Currency</li> <li>15 Termination</li> <li>16 Voluntary Participation</li> <li>17 Prohibition on Abortion—Related Activities</li> <li>18 Voluntary Participation Requirements For Sterilization Programs</li> <li>19 Publications</li> <li>20 Patents</li> <li>21 Regulations Governing Employees Outside The United States</li> <li>22 Subordinate Agreements</li> <li>23 Salaries</li> <li>24 Ineligible Countries</li> <li>25 Disputes</li> <li>26 Participant Training</li> <li>27 Health and Accident Coverage for AID Participant Trainees</li> <li>28 Use of Pouch Facilities</li> <li>29 U S Officials Not To Benefit</li> <li>30 Covenant Against Contingent Fees</li> <li>31 Nonliability</li> <li>32 Amendment</li> <li>33 The Grant</li> <li>34 Notices</li> </ul> |
|---|---|

—SEE FOOTNOTE ON PAGE 22—

If the institution is not on a predetermined rate basis, omit 5A, otherwise use both provisions.  
 Select only / payment provision from Group 7  
 Select only / procurement provision from Group 10  
 Select only / title provision from Group 13, if title to all property is vested in one entity, however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 13 and identify the categories and entities in the Schedule of the Grant

**1. ALLOWABLE COSTS AND CONTRIBUTIONS (NONPROFIT ORGANIZATIONS—OTHER THAN EDUCATIONAL INSTITUTIONS)**

(This provision is applicable to nonprofit organizations other than educational institutions)

(a) 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 reasonable, allocable, and allowable in accordance with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and

(3) cost principles contained in OMB Circular A-122 entitled "Cost Principles for Nonprofit Organizations" in effect on the date of this grant (hereinafter referred to as "applicable cost principles")

(b) If Grantee contributions in the form of cost sharing/matching are required under this grant, the allowability of costs applied to the grant for such contributions shall be determined by the Grant Officer in accordance with the terms of paragraph 1K, "Cost Sharing and Matching" of Handbook 13 in effect on the date of this Grant

**CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET**

SER/CM/SD/SUP Action  
Monitor MVS

SER/CM/SD/SUP Action  
Office CM/ROD/LAC

INSTRUCTIONS AID/W - Complete 4 copies of the form Original SER/CM/SD/SUP Statistical Section Copy, Copy 2 SER/CM/SD/SUP Administrative Copy, Copy 3 Contracting Officer's Copy Copy 4 SER/CM/SD/SUP Admin (Suspense) Copy  
Missions Complete 2 copies of the form Original SER/CM/SD/SUP Statistical Section Copy, and Copy 2 will be retained in the Missions

**PART IA**

Contractor/Grantee Name

American Institute for Free Labor Development (AIFLD)

PIO/T Number 538-065-3-00014	Appropriation Number 72-1101037	Allotment Number 037-52-538-00-69-01	Project Number 538-0059
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Project Title

Eastern Caribbean Free Labor Union Development

Amount of this PIO/T \$333,000	Project Manager's Name and Office Symbol LAC/DP George W. Phillips	Contractor's D-U-N-S Number
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Negotiator's Typed Name J. Bergman	Signature <i>Jay H. Bergman</i>	Date 10/6/80
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Contract/Grant Officer's Typed Name W. Hawley	Signature <i>Wesley P. Hawley</i>	Date 10/6/80
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**PART IB**

Contract/Grant Number AID/LAC-G-1411	Type Order	Order Number	Amendment/Modification Number	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 10/1/80 9/30/80
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**PART II**

Effective Date of Document 9/30/80	Signature, Date of Document 9/30/80	Estimated Completion Date INDEF.	Contract/Grant funded through (date) 9/29/82
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$333,000	Cumulative Obligation thru this Action \$333,000

**PART III**

Description of Contract/Grant Please 'X' ONLY ONE item under each heading IF OTHER, please specify (Complete both pages 1 and 2) NOTE Not to be completed for Amendment or Modification Actions

**M03 TYPE ACTION**

- 0 Contract/Grant/Cooperative Agreement
- 1 Task Order (BOA)\*
- 2 Work Order (IOC)\*
- 3 Delivery Order (Requirements)\*
- 4 Purchase Order

\*If 1, 2, or 3 have an 'X', complete M12 ONLY

**M04 CONTRACT/GRANT TYPE**

- 0 MOA, (BOA, BMA, etc)
- 1 Fixed Price (Specify FFP, FPRD, FPEPA, FPI) \_\_\_\_\_
- 2 Cost Reimbursement (Specify CR, CPFF, CS, CPAF, CPIF) \_\_\_\_\_
- 3 Cooperative Agreement
- 4 Grant General Support\*
- 5 Grant Specific Support\*
- 6 Grant 211(d)\*
- 7 Do Not Use
- 8 IQCs
- 9 Host Country Contract/Grant\*

\*Complete ONLY through M51

**M05 SELECTION PROCEDURES**

- A Formally advertised (IFB) (AIDPR 7 2 4 & FPR 1 2 4)
- B Negotiated Price Competition, General Procedure (RFP) (AIDPR 7 4 56)
- C A & E (AIDPR 7 4 10)
- D Fd Inst and/or Int'l Research (AIDPR 7 4 57)
- E Collaborative Assistance (AIDPR 7 4 58)
- F Predominant Capability (AIDPR 7 3 101 50(b)(3))

- G Unsolicited Proposal (AIDPR 7-3 101-50(b)(6))
- H Procurement to be Performed by the Contractor in Person (AIDPR 7 3 101-50(b)(1))
- I Sole Source (AIDPR 7 3 101 50(b)(4))
- J Impairment of Foreign Policy Objectives (AIDPR 7 3 101 50(b)(7))
- K 8(a) Selection (FPR 1 1 713-1)
- L Grant (Handbook 13)
- M Do Not Use
- N Cooperative Agreement (Handbook 13)
- O Small Business Set Aside (FPR 1-1 706-8)
- P Overseas Procuring Activities (AIDPR 7-3 101 50(b)(2))

**M06 TYPE SERVICE**

- A Training of Participants
- B Technical Assistance (Program, Project related except A & E Services)
- C A & E Services
- D Construction
- E Research
- F Technical Services to AID (other than training, usually operating expense)
- G Training Service for AID
- H Equipment, Materials, Supplies, Commodities
- I Translation Service

**M07 - TYPE CONTRACTOR/GRANTEE**

- A Firm All profit making firms (other than A & E)
- B A & E Firms

- C Individual (Non personal service)
- D Individual (Personal Service)
- E University/Other Educational Institutions
- F Non Profit Organization, Institutions (other than Ed or PVO)
- G Private Voluntary Organization (PVO)
- H International Agricultural Research Organization
- I Public International Organizations (UN Agencies, ICRC World Bank, etc ) (HB 13, Chapter 5)

**M08 - TYPE AWARD**

- A. SB Set Aside - Awarded to Non-Minority
- B SB Set Aside - Awarded to Minority
- C SB Not Set Aside - Awarded to Non Minority
- D SB Not Set Aside - Awarded to Minority
- E 8(a) SBA Awarded to Non Minority (Women-Owned, Veterans, etc )
- F 8(a) SBA Awarded to Minority
- G Personal Service Contract - Non Minority
- H Personal Service Contract - Minority
- I Individual Non Personal Service Contract Non Minority
- J Individual Non Personal Service Contract - Minority
- K. Not Small Business (Univ , Non Profit, Large Firms) Non Minority
- L Not Small Business (Univ , Non Profit, Large Firms) Minority
- M U S Government

(Continued on Page 2)

**M09 CONTRACTING PARTIES**

- 1 Direct AID/W Executed Contract/Grant
- 2 Direct AID Mission Executed Contract/Grant
- 3 Host Country Grant Financed
- 4 Host Country Loan Financed
- 5 Host Country Contract/Grant Source of Finance Unknown

**M10 PRIVATE VOLUNTARY ORGANIZATION**

- 1 U S Registered PVO
- 2 U S Non Registered PVO
- 3 U S Cooperative
- 4 Foreign Cooperatives
- 5 Foreign PVO
- 6 Other (Specify) \_\_\_\_\_

**M11 - ADVANCE**

- 1 No Advance
- 2 Advance Non FRLC
- 3 Advance - FRLC

**M12 - COUNTRY OF PERFORMANCE**

(Specify) CARIBBEAN REGIONAL

**M13 - Is any travel required outside U S ?**

- YES
- NO

**M14 CONTRACT/GRANT SOURCE**

- 1 U S Contractor/Grantee
- 2 Non U S Contractor/Grantee
- 3 Combination of 1 & 2

**M15 TYPE OWNERSHIP**

- 1 American Oriental
- 2 Black American
- 3 American Aleuts or Eskimos
- 4 American Indian
- 5 Hispanic
- 6 Other (Specify) \_\_\_\_\_

**M22 - CURRENCY INDICATOR**

- 0 U S Dollar
- 1 Local Currency
- 2 Combination
- 3 Unfunded

**M50 - SUBCONTRACTING CODE**

- 0 0 Dollars
- 1 1 - 10,000 Dollars
- 2 10,001 - 499,999 Dollars
- 3 500,000 and over
- 4 Unknown

**M51 - SUBCONTRACTOR TYPE AWARD**

- A. Small Business Set-Aside Awarded to Non Minority
- B. Small Business Set Aside Awarded to Minority
- C. Small Business Not Set-Aside Awarded to Non Minority

- D Small Business Not Set Aside Awarded to Minority

- E. 8(a) - SBA Awarded to Non Minority (Women Owned, Veterans)

- F 8(a) - SBA Awarded to Minority

- G Personal Service Contract - Non Minority

- H Personal Service Contract Minority

- I. Individual Non Personal Service Contract - Non Minority

- J Individual Non Personal Service Contract - Minority

- K. Not Small Business (Univ , Non Profit, Large Firms) Non Minority

- L Not Small Business (Univ , Non Profit, Large Firms) - Minority

- M U S Government

- N Unknown

**M56 - SUBJECT TO STATUTORY REQUIREMENT**

- A. Walsh-Healey Act, Manufacturer\*
- B Walsh Healey Act, Regular Dealer\*
- C Service Contract Act (U S ONLY - Guards, Maintenance, Laborers)
- D Davis-Bacon Act (Construction)
- E Not subject to Walsh Healey, Service Contract or Davis-Bacon Act (Most AID Contracts)

\*Equipment, Supplies, Materials, and Commodities

**M57 AFFIRMATIVE ACTION PLAN ON FILE**

- YES
- NO

**M58 AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS**

- YES
- NO

**M60 - INCREMENTAL FUNDED CONTRACT**

- YES
- NO

**M61 CONSULTANT TYPE AWARD**

Is the Award for Consulting Type Service to AID?

- YES
- NO

**M63 EXTENT OF COMPETITION IN**

**NEGOTIATION**

**COMPETITIVE**

- A1 Small Business Total Set Aside
- A2 Small Business Partial Set Aside
- A3 Labor Surplus Set Aside
- A4 Labor Surplus/Small Business Set-Aside
- A9 Other (Specify) \_\_\_\_\_

**NON COMPETITIVE**

- B1 Buy Indian
- B2 8(a) Program

- B3 Follow-on After Competition

- B9 Other (Specify) \_\_\_\_\_

**M65 - TYPE OF BUSINESS**

- E1 Source Non U S and Used Outside U S and Possessions

- E2 Source Non U S and Possessions (Foreign Purchases Used Inside U S )

(If U S Source, complete A thru D)

- A1 Small Business Disadvantaged 8(a)

- A2 Small Business - Owned by Minority Group

- A3 Other Small Business (including individuals)

- B1 Large Minority Business

- B2 Other Large Business

- C1 Non Profit Private Educational Organization

- C2 Non Profit Hospital

- C3 Non Profit Research Institution, Foundation, and Laboratories

- C4 Other Non Profit Institutions

- D1 State/Local Government Educational Institution

- D2 State/Local Government Hospital

- D3 State/Local Government Research Organization

- D4 Other State/Local (Specify) \_\_\_\_\_

**M66 - COST ACCOUNTING STANDARDS**

- Required
- Not Required

**M67 - NUMBER OF BIDDERS OFFERING ITEM: OR SERVICES OF FOREIGN CONTENT**

**M68 WOMEN OWNED BUSINESS**

- YES
- NO

**M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES**

**M70 - LABOR SURPLUS AREA (LSA) PREFERENCE**

(Location of Contractor)

- 1 Labor Surplus Area No Preference

- 3 Labor Surplus Area - Tie Bid Preference

- 5 Not a Labor Surplus Area Preference Award

- 7 Total Labor Surplus/Small Business Set Aside Preference

- 8 Total Labor Surplus Set Aside Preference (P L 95 89)

NOTE: M03 thru M51 are required for AID reporting, M56 thru M70 are required for the Office of Federal Procurement Policy reporting. SER/CM has no control over those elements.

OCT 14 1980

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

ORIGINAL

September 30, 1980

Mr William C. Doherty, Jr  
Executive Director  
American Institute for Free  
Labor Development  
1015 20th Street, N W.  
Washington, D C 20036

Subject Specific Support Grant No. AID/LAC-G-1411

Dear Mr. Doherty

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 the American Institute for Free Labor Development (hereinafter referred to as "AIFLD" or "Grantee") the sum of Three Hundred Thirty-three Thousand (\$333,000) Dollars to provide financial assistance for a program promoting the growth and development of independent, democratic labor movements in Barbados and the less-developed countries of the Eastern Caribbean, as more fully described in the attachment hereto entitled "Program Description "

This Grant is effective and obligation is made as of September 30, 1980 and shall apply to commitments made by the Grantee until September 29, 1982

This Grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1 entitled "Program Description," Attachment 2 entitled "Standard Provisions," and Attachment 3 entitled "Operation of the Eastern Caribbean Revolving Fund (ECRF)," which have been agreed to by your organization. The terms and conditions of this Grant shall continue in effect unless terminated in accordance with the Standard Provision Clause entitled "Termination"

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

ORIGINAL

25

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

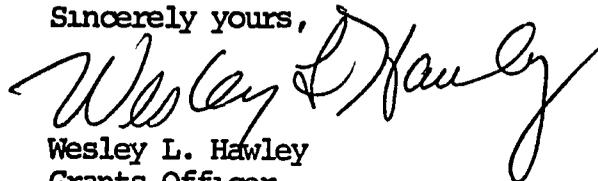
Mr. William C. Doherty, Jr.

-2-

September 30, 1980

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

Sincerely yours,

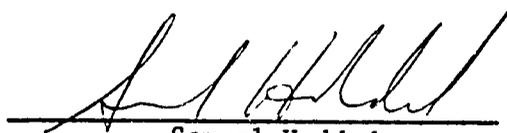


Wesley L. Hawley  
Grants Officer  
Regional Operations Division-LAC  
Office of Contract Management

- Attachments: 1. Program Description  
2. Standard Provisions  
3. Statement of Assurance of Compliance

Accepted:

By:



Samuel Haddad

Title: Deputy Executive Director

Date: October 6, 1980

FISCAL DATA

Appropriation: 72-1101037

Allotment: 037-52-538-00-69-01

PIO/T No 538-065-3-00014

Project No: 538-0059

Total Grant Amount: \$333,000

PROGRAM DESCRIPTION

A. Purpose of Grant

The purpose of this Grant is to provide support for AIFLD to promote the growth and development of independent, democratic labor movements in Barbados and the less-developed countries of the Eastern Caribbean.

B. Specific Objective

The specific objective of this Grant is the establishment and operation of an Eastern Caribbean Revolving Fund (ECRF).

C. Implementation

To achieve the above objective, the Grantee shall, with funds provided by this Grant, establish and operate an ECRF, in accordance with Attachment 3 to this Grant, entitled "Operation of the Eastern Caribbean Revolving Fund (ECRF)."

D. Evaluation

Evaluation shall be in accordance with section 6.01 of Attachment 3 to this Grant.

E. Reporting

1. Program Requirements

Program Reporting Requirements shall be in accordance with the appropriate sections of Article V of Attachment 3 to this Grant.

2. Fiscal Requirements

Fiscal reporting requirements shall be in accordance with Standard Provision No. 7A, entitled "Payment - Federal Reserve Letter of Credit (FRLC) Advance," and the appropriate sections of Article V of Attachment 3 to this Grant.

F. Budget

Funds in the amount of \$333,000 are hereby provided, to be administered in accordance with the appropriate sections of Article IV of Attachment 3 to this Grant.

G. Special Provisions

1. The AID/Washington Regional AIFLD Project Officer is Chief,

Social Development Division, Office of Development Programs,  
Bureau for Latin America and the Caribbean (IAC/DP/SD).

2. Delete the following Standard Provisions:
  - a) "5. Negotiated Overhead Rates - Other than Educational Institutions."
  - b) "6. Limitation of Funds."
  - c) "7B. Payment - Periodic Advance."
  - d) "7C. Payment - Reimbursement."
  - e) "12B. Title to and Care of Property (U.S. Government Title)."
  - f) "12C. Title to and Care of Property (Cooperating Country Title)."

U S Grantees and U S Subgrantees  
EDUCATIONAL INSTITUTIONS  
INDEX OF  
STANDARD PROVISIONS

1	Allowable Costs and Payment (Educational Institutions)	***12i	Title to and Care of Property (Cooperating Country Title)
2	Accounting, Records, and Audit	14	Conversion of United States Dollars to Local Currency
3	Refunds	1	Termination
4	Equal Opportunity in Employment	1c	Voluntary Participation
**5A	Negotiated Overhead Rates - Predetermined	1f	Prohibition on Abortion-Related Activities
5B	Negotiated Overhead Rates - Educational Institutions	17	Voluntary Participation Requirements for Sterilization Programs
6	Limitation of Funds	1f	Publications
**7A	Payment - Federal Reserve Letter of Credit (FRLC) Advance	1c	Patents
**7B	Payment - Periodic Advance	2f	Regulations Governing Employees Outside the United States
**7C	Payment - Reimbursement	2j	Subordinate Agreements
8	Travel and Transportation	2k	U S Officials Not to Benefit
9	Ocean Shipment of Goods	2	Covenant Against Contingent Fees
10	Procurement of Goods and Services Under \$250,000	2k	Nonliability
11	Government Furnished Excess Personal Property	2i	Amendment
* *12A	Title to and Use of Property (Grantee Title)	2i	The Grant
* *12B	Title to and Care of Property (U S Government Title)	2j	Notices

\* If the institution is not on a predetermined rate basis, omit 5A, otherwise use both provisions

\* Select only 1 payment provision from Group 7

\* \* Select only 1 property provision from Group 12, if title to all property is vest in one entity, however, if title is to be split by categories among two or more entities select the appropriate provisions from Group 12 and identify the categories and entities in Attachment 1 of the Grant

**1 ALLOWABLE COSTS AND PAYMENT (EDUCATIONAL INSTITUTIONS)**  
(This provision is applicable to educational institutions)  
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 Federal Management Circular No 73-6, "Cost Principles for Educational Institutions" in effect on the date of this Grant. Payment of allowable costs shall be in accordance with the payment provision of this Grant.

**2 ACCOUNTING, RECORDS, AND AUDIT**  
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 (a) until the expiration of three years from the date of termination of the program and (b) 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.

**3 REFUNDS**  
(a) 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, the Grantee shall refund to AID an amount equivalent to the amount of interest accrued.  
(b) 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.  
(c) 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.

**4 EQUAL OPPORTUNITY IN EMPLOYMENT**  
(This provision is applicable to all grantees and

subgrantees who either perform work in the United States or who recruit personnel in the United States to do work abroad.)  
(a) With regard to the employment of persons in the U.S. under this Grant, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, color or national origin of such persons and, 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, 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."  
(b) In addition, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to sex, religion, age and handicap, in accordance with P.L. 92-261, P.L. 93-259, P.L. 93-112 and P.L. 93-508. When work funded by AID under this Grant is performed in either the U.S. or overseas no person shall, on the grounds of sex, religion, age or handicap, be excluded from participation, be denied benefits, or be subjected to discrimination.

**5 NEGOTIATED OVERHEAD RATES - PREDETERMINED**  
(This provision is applicable to educational institutions that are on a predetermined overhead rate basis.)  
(a) Notwithstanding the provision of this Grant entitled "Allowable Costs and Payment", the allowable indirect costs under this Grant shall be obtained by applying the predetermined overhead rate(s) to the base(s) agreed upon by the parties, as specified in Attachment 1 of this Grant.  
(c) The Grantee, as soon as possible but not later than 3 months after the close of its fiscal year during the term of this Grant, shall submit to the AID Grant Officer with copies to the cognizant audit activity, the AID Auditor General and the AID Overhead and Special Costs Branch, proposed predetermined overhead rate(s) based on the Grantee's actual cost experience during that fiscal year, together with supporting cost data. Negotiation of predetermined overhead rates by the Grantee and the AID Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

U S Grantees and U S Subgrantees  
(BOTH EDUCATIONAL INSTITUTIONS AND OTHER THAN EDUCATIONAL INSTITUTIONS)

28. ALTERATIONS IN STANDARD PROVISIONS

The Standard Provision of the September 1977 Edition have been changed as follows

a Standard Provision 7A PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(1) Delete the applicability statement and substitute the following therefor

(This provision is applicable when the sum of all advances under the Grantee's contracts and grants with AID exceeds \$120,000 per annum and AID has, or expects to have, a continuing relationship with the Grantee for at least a year )

(2) Delete the term "TUS" in paras (a), (d)(4)(A), (d)(4)(C), an (d)(5) and substitute the term "TFS" therefor

(3) Delete the term "SER/FM" wherever it appears in para (c) and substitute the term "the AID Controller" therefor, also delete the term "Office of Financial Management" in para (d)(7) and substitute the term "the AID Controller" therefor

(4) Delete the figures "\$10,000" and "\$1,000,000" in para (a) and substitute the figures "\$5,000" and "\$5,000,000", respectively, therefor

(5) Delete the words "less than" in para (d)(7) and substitute the words "more than" therefor

b Standard Provision 7B PAYMENT-PERIODIC ADVANCE  
Delete the applicability statement and substitute the following therefor

(This provision is applicable when (1) the sum of all advances under the Grantee's contracts and grants with AID does not exceed \$120,000 per annum, or (2) when the sum of all such advances does exceed \$120,000 per annum, but there is not a continuing relationship with the Grantee of at least one year )

c Standard Provision 10 PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000  
Delete the entire provision and substitute the following therefor

10 PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000  
(This provision is applicable when the total procurement element (i e., the sum of all purchase orders and contracts for goods and services) of this Grant does not exceed \$250,000 )

(a) Ineligible Goods and Services

Under no circumstances shall the Grantee procure any of the following under this Grant

- (1) military equipment,
- (2) surveillance equipment,
- (3) commodities and services for support of police or other law enforcement activities,
- (4) abortion equipment and services,
- (5) luxury goods and gambling equipment, or
- (6) weather modification equipment

(For a more detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4D )

If AID determines that the Grantee has procured any of the ineligible goods and services specified above under this Grant, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase

(b) Restricted Goods

The Grantee shall not procure any of the following goods or services from a non-U.S. source (i.e., other than AID Geographic Code 000) without the prior written authorization of the Grant Officer

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) plasticizers,
- (6) used equipment, or
- (7) U S. Government-owned excess property

(For a detailed discussion of the subject, see AID Handbook 1, Supplement B paragraph 4C )

If AID determines that the Grantee has procured any of the restricted goods specified above under this Grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer under paragraph 10(b) above, all other goods (e g , equipment, materials, and supplies) and services, the costs of which are to be reimbursable under this Grant and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i e., AID Geographic Code 935) in accordance with the following order of preference

- (1) the United States (AID Geographic Code 000)
- (2) "Selected Free World" countries (AID Geographic Code 941)
- (3) the cooperating country,
- (4) "Special Free World" countries (AID Geographic Code 935)

(d) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in 10(c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation

- (1) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U S sources exceeded by 10% or more the delivered price from the non-U.S. source,
- (3) impelling local political considerations precluded consideration of U S. sources,
- (4) the goods or services were not available from U S sources, or
- (5) procurement of locally available goods or services, as opposed to procurement of U.S goods and services, would best promote the objectives of the Foreign Assistance Program under the Grant

(e) The Grantee's Procurement System

(1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3 and 4, Attachment 0 of OMB Circular No. A-110

(2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraphs 3 and 4 of Attachment 0 to OMB Circular No. A-110 and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer a copy of such approval, otherwise the Grantee's procurement policies and procedures shall conform to the specified requirements of OMB Circular No. A-110 (See AID Handbook 13, Chapter 1, paragraph 1U)

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, 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 Small Business Office, AID, Washington D C 20523 at least 45 days prior (except where a shorter time is requested of, and granted by the Small Business Office) to placing any order or contract in excess of \$25,000

- (1) Brief general description and quantity of goods or services,
- (2) Closing date for receiving quotations, proposals, or bids, and
- (3) Address where invitations or specifications can be obtained

(g) Ineligible Suppliers

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" (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this Grant. AID will provide the Grantee with this list.

OPERATION OF THE EASTERN CARIBBEAN REVOLVING FUND (ECRF)

ARTICLE I - PURPOSE OF THE EASTERN CARIBBEAN REVOLVING FUND

- Sec. 1.01 The purpose of the Fund shall be to provide capital resources and technical assistance pursuant to the terms, conditions and selective criteria set forth in Article II below, to contribute to the social and institutional development of free, democratically oriented trade unions or worker's organizations in the Eastern Caribbean.
- Sec. 1.02 Consistent with the foregoing purpose, the Grantee shall utilize the resources of the Fund to make loans to finance income-producing social projects or activities which are sponsored by affiliates of the Caribbean Congress of Labour (CCL). Possible uses include cooperatives of various types, home improvements, agricultural credit, small loans to local enterprises, and medical and dental clinics outside trade union centers. The nature and priority of project will be determined by the affiliate unions; however, the ECRF will be operated directly by AIFLD in accordance with the terms and conditions stated herein.
- Sec. 1.03 The Fund and its assets and accounts shall be kept separate and apart from all other assets and accounts of AIFLD.

ARTICLE II - CRITERIA FOR THE ADMINISTRATION OF THE FUND

- Sec. 2.01 Projects or activities shall be sponsored by an affiliate of the CCL and shall be designed to contribute positively to the growth and strengthening of said organization. Specific examples of positive contributions are:
- a. Increased dues paying membership.
  - b. Increased benefits to union members.
  - c. Increased self-help capabilities.
  - d. Contribution to Institutionalization.
  - e. Increased fund raising capabilities.
- Sec. 2.02 Other factors being equal, the Grantee will give priority to projects and activities sponsored by CCL affiliates whose officers are former students in AIFLD training programs.
- Sec. 2.03 The recipient organization shall, with the technical assistance of the Grantee, plan, organize, promote and execute the project using local personnel and resources wherever possible.
- Sec. 2.04 The recipient organization shall contribute a minimum of ten per centum (10%) of the monetary cost of each project or activity and shall also contribute, to the maximum extent

possible, in kind (e.g., labor and materials) toward the completion of such project.

Sec. 2.05 Before committing resources of the Fund to any project or program, the Grantee shall first take into account whether the financial and/or technical assistance required can be obtained from other sources on terms which, in the opinion of the Grantee, are reasonable for the recipient considering all pertinent factors. The Grantee shall make such deposits in interest bearing accounts as are available on any balance of the funds deposited in the Fund. and are not currently committed to any loans. Such deposits shall not interfere with the normal lending operations conducted under this ECRF. All monies received by way of interest earned under this section shall be held by the Grantee as part of the corpus of the Fund.

Sec. 2.06 Priority shall be assigned to projects in the areas of health, education, cooperatives, and housing.

#### ARTICLE III - RESOURCES OF THE FUND

Sec. 3.01 The amount of Three Hundred and Thirty-three Thousand (\$333,000) Dollars is hereby obligated for the purpose of establishing and maintaining the Fund.

Sec. 3.02 All monies received in repayment of loans made out of the Fund or by way of interest or by way of other accruals thereto shall be held by the Grantee as part of the corpus of the Fund.

Sec. 3.03 The Grantee shall be entitled to make commitments on behalf of the Fund in an amount not to exceed the then current dollar value of the Fund taking into account any revaluations of local currency plus interest earned on loans pursuant to Article IV.

Sec. 3.04 From time to time, AID reserves the right to increase the corpus of the Fund, and the Grantee may deposit into the fund monies from sources other than AID. Such funds shall be administered in accordance with all terms and conditions of this ECRF.

#### ARTICLE IV - OPERATIONS OF THE FUND

Sec. 4.01 Loans made from the Fund shall not exceed \$50,000 on any single project, nor shall they be less than \$5,000. Such loans shall be made in local currency and shall be repaid by any borrower in such currency with adjustment in respect to devaluation of such local currency only and in all cases where the host government has established by law a legal readjustment of similar obligations. Any exchange loss otherwise suffered as a consequence of devaluation shall be absorbed by the Fund, it being understood that repayments in local currency will be converted

to dollars by the appropriate AIFLD representative during the first business day after receipt of such repayments. Such repayments shall be available for relending. However, initial disbursement of the funds provided hereunder for loans shall be completed not later than two (2) years from the effective date of this Grant.

**Sec. 4.02** Loans shall be made for a maximum period of ten (10) years, including any grace period for repayment of principal. It is understood that, to the maximum extent possible, loans will be made for a period of less than ten (10) years. The loan agreement shall provide for adjustment resulting from devaluation of currency as required by Section 4.01 hereof.

**Sec. 4.03** A grace period, during which the borrower will not be required to make repayments of principal for loans made hereunder, may be permitted the borrower under each such loan. Such grace period normally shall not exceed six (6) months, but may be extended for up to one (1) year in exceptional circumstances with the written approval of the Executive Director of AIFLD.

**Sec 4.04** The loan period including grace period, specified in sections 4.02 and 4.03 above, shall begin on the date of the last disbursement of loan funds to the borrower.

**Sec. 4.05** No project or activity to be financed under the provisions of this ECRF shall be undertaken which is not in accord with U.S. policy objectives for the host country. In order to ensure such compliance with U.S. policy objectives, the Grantee shall, with respect to each project or activity, obtain the advice of the Regional Development Officer/Caribbean (RDO/C)

Prior to the U.S. Government determination relative to U.S. policy objectives, the Grantee will submit two copies of a preliminary report in English on each project or activity proposed to the RDO/C. Such preliminary report shall contain:

- a. Location and title of project.
- b. Brief description of project.
- c. Objectives of project.
- d. Estimated cost of project.
- e. Sponsoring union.
- f. Evaluation of financial status of borrowing union.
- g. A statement that no reasonable alternative source of funding is available for the project.

Within 30 days after receipt of this preliminary report, AID shall advise AIFLD when they may expect a decision on the request.

Sec. 4.06 Interest shall be charged on all loans or additions to loans made from the funds at a rate of no less than 2% per year. In view of the priorities established by Sec. 2.06, it is expected that most projects will bear only this minimum rate. However, where a project produces income which is not to be used solely for the social benefit of union members, the Grantee shall increase the interest rate in his sole discretion to the maximum rate applied to loans made by the Interamerican Development Bank (IDB) through its ordinary capital resources in effect on the date of the loan agreement. In fixing the rate of interest to be charged, the Grantee shall consider the following factors:

- (1) Income expected to be generated by the project;
- (2) the ability of the borrower to pay such interest in a manner which would not be detrimental to the achievement of the objectives of the project;
- (3) the social benefits to be derived from the project, and
- (4) the level of interest rates charged by the IDB.

Interest charges may be waived by the AIFLD Executive Director during the grace period set forth in Sec. 4.03.

#### ARTICLE V - THE GRANTEE

Sec. 5.01 In the administration of the Fund, the Grantee shall exercise responsible financial supervision over the Fund and shall develop and adhere to such fiscal procedures as are necessary to guard against depletion of the Fund by reason of default by recipients of loans hereunder or from other causes. The Grantee shall establish and follow policies on the handling of defaults by borrowers from the fund; such policies shall be in accord with the purposes for which this fund is established and the policies of the Interamerican Development Bank

Sec. 5.02 The Grantee shall not make any charge against the Fund for costs in connection with the establishment and administration of the Fund. Such reimbursement is provided for under Grant No. AID/LAC-G-1408 between AIFLD and AID. At the expiration of Grant No. AID/LAC-G-1408, unless otherwise provided for under another document, such reimbursement shall be provided for under the "Regional Agreement" (currently AID/LAC-CA-1332), or such other document as may succeed such Agreement.

Sec. 5.03 The AIFLD Executive Director will consult regularly with the Grant Officer and/or his designee on all major planning and operational matters concerning the program.

Sec. 5.04 The Grantee shall submit an initial report in English on each project or activity approved by the AIFLD Loan Review Committee for financing under this ECRF. The report will be submitted in two (2) copies to the Grant Officer and two (2) copies each to RDO/C and the AID/Washington Regional AIFLD Project Officer.

Such initial report shall be based upon the decisions of the AIFLD Loan Review Committee and shall be submitted within ten (10) working days after AIFLD approval of such project or activity and shall include the following:

- (a) Project title or other identification;
- (b) A brief description of the project or activity including a statement of the purpose and/or objectives which the project or activity is to accomplish;
- (c) A schedule for completion of the project or activity;
- (d) A project or activity budget which shall state the total cost (in dollar equivalent) of the project by component part (such as materials, labor, transportation, etc.), the amount of the loan provided for such project or activity and the amount and source of financing for the remainder of the project or activity cost; and
- (e) A certification by the Grantee that the borrower has clearly demonstrated its ability to repay the loan within the terms and conditions provided.

Sec. 5.05 The Grantee shall provide the Grant Officer or his designee with copies of each loan agreement within sixty (60) days after execution

**Sec. 5.06** The Grantee shall, within thirty (30) days after the end of each calendar quarter, submit one (1) copy to the Grant Officer and two (2) copies to the RDO/C and the AID/Washington AIFLD Regional Project Officer of a quarterly report, in English, describing the status of the fund as follows:

- (a) A statement of the progress made during the period of said report for each project or activity approved but not yet completed;
- (b) A statement describing any significant impact in terms of improved union benefits or services to members achieved through projects or activities financed hereunder;
- (c) A project by project listing of the fiscal status of each approved project as follows:
  - (i) title
  - (ii) total cost
  - (iii) amount of loan
  - (iv) amount of local contribution
  - (v) date approved
  - (vi) amount of loan disbursed
  - (vii) repayments received during reporting period
  - (viii) total repayments
  - (ix) amount in arrearage and, for any loan repayments more than three months in arrears, an explanation of steps to be taken to prevent further arrearages and guard against default.
- (d) The Grantee's calculation of the current value in U.S. dollars of each outstanding loan and the current value of the corpus of the loan.

**Sec. 5.07** Within 30 days after final loan repayment by a participating union, the Grantee shall submit to the Grant Officer copies of a project completion report which shall summarize the accomplishments and/or problems, if any, encountered during the course of the project, as well as a list of detailed benefits derived therefrom. This shall include, but not necessarily be limited to:

the effect the project has had on dues paying structure, membership (both dues paying and non-dues paying), self-help capabilities, institutionalization and fund raising capabilities of the recipient union. Two (2) copies each shall also be submitted to the RDO/C and the AID/Washington AIFLD Regional Project Officer.

Sec. 5.08 At the conclusion of the work hereunder, the Grantee shall prepare and submit to the Grant Officer twenty-five (25) copies of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work, loans in process or outstanding and/or program continuation. The final report shall be submitted within forty-five (45) days after termination of this ECRF.

ARTICLE VI - REVISION AND TERMINATION

Sec. 6.01 Annually, prior to September 30, the Grantee and AID shall jointly review the progress and accomplishments achieved through projects and activities financed hereunder and shall then determine the desirability of continuing the Fund and shall have full authority to mutually amend this ECRF.

Sec. 6.02 The Grantee or AID may at any time propose revision or termination of this ECRF, in which event the Parties hereto shall forthwith consult with one another concerning the measures to be taken. If either party determines to terminate the ECRF, the Operations of the Fund shall cease and its liquidation shall be commenced upon the election of either Party unless both Parties agree on another course of action.

Sec. 6.03 All assets remaining in the fund at the time of termination or expiration of this ECRF, including outstanding loans, accrued interest thereon and interest earned under Section 2.05 of this ECRF, shall be disposed of in accordance with the mutual agreement of the parties. The provisions of Standard Provision 14 entitled "Termination" shall apply to any assets not disposed of by mutual agreement.