

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

3 Contract/Agreement Number AID/LAC-CA-1408 <i>Amnd 1 PD-FAG 290</i>		5 Organization Symbol <i>ATFLD</i>
4 Contractor/Recipient Name <i>American Institute for Free Labor Development</i>		8 Organization Symbol LAC/DP/SD
6 Project Title <i>Eastern Caribbean Free Labor Union Development</i>		
7 Project Officer's Name Fred Zumwalt		
9 Requisitioning Document ID No Memo	19 Budget Plan Code <i>037-52-538-00-69-01</i>	
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	B	20 Country or Region of Performance <i>Eastern Caribbean</i>
		21 Total Estimated Cost of the Contractual Document US \$ <u><i>517,000</i></u>
11 Amount of this PIO/T US \$ <u><i>-0-</i></u>		22 Amount of Non Federal Funds Pledged to the Project US \$ <u><i>-0-</i></u>
12 Amount Obligated/ Subobligated/ Deobligated by this Action US \$ <u><i>-0-</i></u>		23 Effective Date of this Action <i>9/30/82</i>
13 Cumulative Obligation US \$ <u><i>517,000</i></u>		24 Estimated Completion/ Expiration Date <i>9/29/83</i>
14 This Action Funded Through <i>9/29/83</i>		25 Contractor DUNS Number
15 Date Contractual Documents Signed by AID Official <i>9/30/82</i>		26 Consultant Type Award <i>NO</i>
16 Incrementally Funded Contract <i>NO</i>		27 Number of Person Months (PASA/RSSA only) <i>N/A</i>
17 Host Country/ Counterpart Inst (Univ Contracts) <i>N/A</i>		28 Number of Persons (PASA/RSSA only) <i>N/A</i>
18 Campus Coordinator (Univ contracts) <i>N/A</i>		
29 Negotiator's Typed Name <i>C. Gaskins</i>	30 Negotiator's Signature <i>C. Gaskins</i>	31 Date Signed <i>9/30/82</i>
32 Contract/Grant Officer's Organization Symbol ROD/LAC	33 Contract/Grant Officer's Signature <i>[Signature]</i>	34 Date Signed <i>9/30/82</i>

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

35 CONTRACT TYPE A Fixed Price (Specify FFP, FPRD, FPEPA, FPI) B Cost Reimbursement (Specify CR, CPFF, CS, CPAF, CPIF) C IQC & Requirements Contracts D Other <i>N</i>	<input type="checkbox"/>	37 SUBJECT TO STATUTORY REQUIREMENT A Walsh Healey Act, Manufacturer* B Walsh Healey Act, Regular Dealer* C Service Contract Act (U S ONLY - Guards Maintenance, Labcrers) 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	<input type="checkbox"/>
	36 ADVANCE A No Advance B Advance Non FRLC C Advance FRLC		<input type="checkbox"/>

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

please extend subject agreements to September 30, 1983.

All other provisions remain the same

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

* GPO : 1981 O - 291-875 (3487)

2

UNCLASSIFIED
Department of State

INCOMING
TELEGRAM

PAGE 01

BRIDGE 04861 241919Z

9100 050203 AID2069

ACTION AID-00

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 A1

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 7593

UNCLAS BRIDGETOWN 04861

AIDAC

E O. 12356 M/A

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

REF. A) STATE 263268 B) BRIDGETOWN 4565-

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

2. PLEASE ADVISE BY PRIORITY CABLE WHEN PACD EXTENSION
HAS BEEN EFFECTED BIS"

UNCLASSIFIED

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

SEP 30 1982

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

SUBJECT: Amendment No. 1 to Cooperative Agreement No.
AID/LAC-CA-1408

Dear Mr. Doherty:

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

The total cumulative obligation under this agreement remains at \$517,000, which shall apply to commitments made by the Recipient in furtherance of program objectives during the period September 30, 1980, through the estimated completion date of September 30, 1983.

The subject agreement is hereby further amended as follows:

I. Attachment 1 - Program Description

A. Delete Paragraph F. 4. in its entirety and substitute the following in lieu thereof:

"4. The Standard Provisions of this agreement are modified as follows:

(a) Delete the words 'grant' and 'grantee' wherever they appear and insert in lieu thereof 'agreement' and 'recipient'.

(b) Attached hereto and incorporated herewith are the Alternations in Grant dated July 1982.

(c) Delete the following Provisions:

(1) Provision 7B. : Payment - Periodic Advances

(2) Provision 7C. : Payment - Reimbursement

(3) Provision 10B : Procurement of Goods and Services Over \$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

(d) Add the attached Provisions:

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

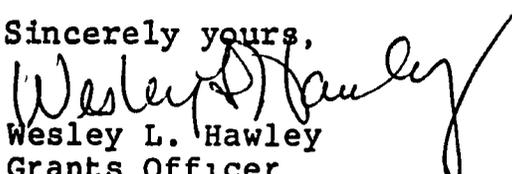
II. Attachment 2 - Standard Provisions

The Standard Provisions of this agreement are hereby superceded by the attached Provisions entitled Nonprofit Organizations - Other Than Educational Institution, dated 2/82.

III. All other terms and conditions remain unchanges.

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

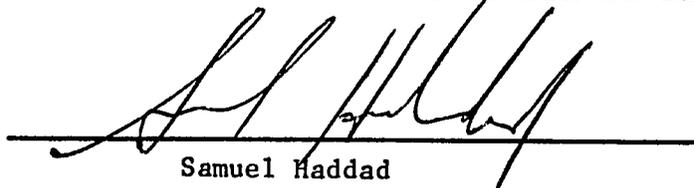
Regional Operations Division-LAC
Office of Contract Management

Attachments: 1. Alternations 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.:...538-065-3-00015

Appropriation No.: 72-1101037

Allotment No.: 037-52-538-00-69-01

Total CA Amount: \$517,000

E.I. No.: 52-074718

Technical Office: LAC/DR/SD

July 1982 Attachment to AID
Forms 1420-51, -52, -53,
and -54

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 1 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:

(i) 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**

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—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

(c) The requirements set forth in this provision are only applicable to costs incurred with funds provided by AID under this grant. Except for paragraph (b) above, the requirements set forth in this provision are not applicable to costs incurred by the Grantee from non-Federal funds. Such costs will be considered allowable to the extent they conform to the requirements of paragraph (b) above and are incurred for purposes of the grant.

2 ACCOUNTING, AUDIT AND RECORDS

(a) With respect to accounting, records and audit, the Grantee shall comply with the requirements set forth in paragraphs 1I, 1J, 1L, and 1M of Handbook 13.

(b) The AID Inspector General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 1I6 of Chapter 1 of Handbook 13) reserve the right to conduct an audit of the Grantee's books and records to determine whether the Grantee has expended AID's 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.

3. REFUNDS

(a) If use of the AID funds provided hereunder 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 the grant, the Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

(b) Funds obligated by AID hereunder, but not disbursed to the Grantee at the time the grant expires or is terminated, shall revert to AID, except for such 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, or as a result of final audit, it is determined by AID that funds it provided under this Grant have been expended for purposes not in accordance with the terms of this grant, the Grantee shall refund such amount to AID.

4 NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

(a) No person in the United States shall be excluded from participation in, be denied the benefits

of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from AID in accordance with

(1) Title VI of the Civil Rights Act of 1964 (Pub L 88-352, 42 U S C 2000-d) which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance

(2) Section 504 of the Rehabilitation Act of 1973 (29 U S C 794) which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance

(3) The Age Discrimination Act of 1975, as amended (Pub L 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds

(4) Title IX of the Education Amendments of 1972 (20 U S C 1681, *et seq*) which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution), and

(b) In accordance with its written assurance, the Grantee agrees to comply with AID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations

5A. NEGOTIATED OVERHEAD RATES—PREDETERMINED

(This provision is applicable to educational or other nonprofit organizations or institutions that are on a predetermined overhead rate basis)

(a) Notwithstanding the provision of this grant entitled "Allowable Costs and Contributions," the allowable indirect costs under this grant shall be obtained by applying predetermined overhead rates to the base(s) agreed upon by the parties, as specified in the Schedule of this grant.

(b) The Grantee, except for educational institutions covered by OMB Circular A-88, as soon as possible but not later than 3 months after the close of each of its accounting periods during the term of this grant, shall submit to the AID Grant Officer with copies to the cognizant audit activity, the AID Inspector General, and the AID Overhead and Special Costs Branch, Services Operations Division, Office of Contract Management, AID/Washington, D C 20523, a proposed predetermined overhead rate or rates 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

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of the applicable cost principles in effect on the date of this grant

(d) Predetermined rates appropriate for the work under this grant in effect on the effective date of this grant shall be incorporated into the grant. Rates for subsequent periods shall be negotiated and the results set forth in a written overhead rate agreement executed by both parties. Such agreement shall be automatically incorporated into this grant upon execution and shall specify (1) the agreed predetermined overhead rates, (2) the base(s) to which the rates apply, (3) the fiscal year unless the parties agree to a different period for which the rates apply, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The overhead rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant

(e) Pending establishment of predetermined overhead rates for any fiscal year or different period agreed to by the parties, the Grantee shall be reimbursed either at the rates fixed for the previous fiscal year or other period or at billing rates acceptable to the AID Grant Officer subject to appropriate adjustment when the final rates for the fiscal year or other period are established

(f) Any failure by the parties to agree on any predetermined overhead rate or rates under this provision shall not be considered a dispute within the meaning of the "Disputes" provision of this grant. If for any fiscal year or other period specified in the grant the parties fail to agree to a predetermined overhead rate or rates, it is agreed that the allowable overhead costs under this grant shall be obtained by applying negotiated final overhead rates in accordance with the terms of the applicable "Negotiated Overhead Rates" provision of this grant

**5B NEGOTIATED OVERHEAD RATES—
NONPROFIT ORGANIZATIONS—
OTHER THAN EDUCATIONAL
INSTITUTIONS**

(This provision is applicable to nonprofit organizations which do not have predetermined rates, however, it shall also be included when the NEGOTIATED OVERHEAD RATES—PREDETERMINED provision is used, under the conditions set forth therein)

(a) Pursuant to this provision, an overhead rate shall be established for each of the Grantee's accounting periods during the term of this Grant. Pen-

ding establishment of a final rate, the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the period shown in the Schedule of this grant

(b) The Grantee, as soon as possible but not later than 90 days after the close of each of its accounting periods during the term of this grant shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Services Operations Division, Office of Contract Management, AID Washington, D C 20523, and to the Office of the Inspector General, AID/Washington, D C 20523, 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

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with OMB Circular A-122 (Cost Principles for Non-profit Organizations) as in effect on the date of this grant

(d) The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such agreement shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply. The overhead rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant

(e) 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 provision shall be set forth in a modification to this grant

(f) Any failure by the parties to agree on any final rate or rates under this provision shall be considered a dispute within the meaning of the Standard Provision of this Grant, entitled "Disputes," and shall be disposed of in accordance therewith

6 REVISION OF FINANCIAL PLANS

(a) The Financial Plan, i.e., grant budget, is the financial expression of the project or program as approved during the application and/or award process

(b) The Grantee shall immediately request approval from the Grant Officer when there is reason to

believe that within the next 30 calendar days a revision of the approved Financial Plan will be necessary for any of the following reasons

1 To change the scope or the objectives of the project or program

2 Additional funding is needed

3 The Grantee expects the amount of AID authorized funds will exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater

4 The Grantee plans to transfer amounts budgeted for indirect costs to absorb increases in direct costs or vice versa

5 The Grantee plans to transfer funds budgeted for training allowances (direct payments to trainees) to other categories of expense

6 The Grantee plans to incur an expenditure which would require approval under the terms of this grant, and was not included in the approved Financial Plan

7 The Grantee intends to subcontract or subgrant any of the substantive programmatic work under this grant, and such subcontracts or subgrants were not included in the approved Financial Plan

(c) When requesting approval for budget revisions, the Grantee shall use the budget forms that were used in the application unless a letter request will suffice

(d) Within 30 calendar days from the date of the receipt of the request for budget revisions, the Grant Officer shall review the request and notify the Grantee whether the budget revisions have been approved. If the revisions are still under consideration at the end of 30 calendar days, the Grant Officer shall inform the Grantee in writing of the date when the Grantee may expect the decision. The Grant Officer shall obtain the Project Officer's clearance on all such requests prior to communication with the Grantee

(e) If the requested budget revision requires the obligation of additional funding, and, if after notification pursuant to this Standard Provision, AID determines not to provide additional funds, the AID Grant Officer will, upon written request of the Grantee, terminate this grant pursuant to the Standard Provision of this grant, entitled "Termination"

(f) Except as required by other provisions of this grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the grant, and the Grantee shall not be obligated to continue performance under the grant (including actions

under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant

7A PAYMENT—FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(This provision is applicable when the following conditions are met (i) the total advances under all the Grantee's cost-reimbursement contracts and assistance instruments with AID exceed \$120,000 per annum, (ii) AID has, or expects to have, a continuing relationship with the Grantee of at least one year, (iii) the Grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof, (iv) the Grantee's financial management system meets the standard for fund control and accountability required under the standard provision of this grant, entitled "Accounting, Audit and Records", and, *either* (v) the foreign currency portion of the total advance under this grant is less than 50%, or (vi) the foreign currency portion of the total advance under this grant is more than 50%, *but* more than one foreign currency country is involved)

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as "FRLC") in the amount of funding obligated by this grant, against which the Grantee may draw cash only for immediate disbursing needs. The term "immediate disbursing needs" when applied to FRLC's is defined as the cash requirements for a three-day period. Any subgrantee funded by the Grantee from funds provided by this grant, shall obtain such funds from the Grantee only as needed for disbursement. The financial management system of the Grantee shall provide for effective control over and accountability for Federal funds as stated in paragraph 1L of Handbook 13

(b) FRLC Operational Requirements

(1) The Grantee will select a commercial bank that agrees to receive payment vouchers, TFS Form 5401, "Payment Voucher on Letter of Credit," drawn on the U S Treasury and to forward such payment vouchers to the applicable Federal Reserve Bank or branch. The Grantee shall select a commercial bank that will credit the account of the Grantee at the time of presentation of the completed payment voucher. Immediate credit by the commercial bank will enable the Grantee to meet its responsibilities to

draw cash only when actually needed for disbursements

(2) After arranging with a commercial bank for operations under the FRLC and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver to the AID Controller, three originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit," signed by those officials authorized to sign payment vouchers against the FRLC and by the designated official of the Grantee who has authority to specify individuals to sign payment vouchers. Only those officials whose signatures appear on the SF-1194 can sign the TFS Form 5401. New signature cards must be submitted whenever there is a change in the persons authorized to sign payment vouchers.

(3) The Grantee shall subsequently receive one certified copy of the Letter of Credit, SF-1193. No payment vouchers shall be presented to the commercial bank before the FRLC is opened. The SF-1193 indicates the effective date the FRLC is opened.

(4) As funds are required for immediate disbursement needs, the Grantee will submit a properly completed payment voucher (Form TFS 5401) to the commercial bank for transmission to the Federal Reserve Bank or branch. The commercial bank may at this time credit the account of the Grantee with the amount of funds being drawn down. Payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$5,000 or more than \$5,000,000. In no event shall the accumulated total of all such payment vouchers exceed the amount of the FRLC.

(5) In preparing the payment voucher, the Grantee shall assign a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the FRLC.

(6) After the first payment voucher (Form TFS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous drawdowns has been expended or is insufficient to meet current needs.

(c) FRLC Reporting

(1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of the period, in an original and two copies. If the Grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates

based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant. This report shall be submitted to the addresses specified by AID in the Schedule of this grant. In cases where grants are Mission funded, the Grantee will forward an information copy to the AID Mission accounting station at the same time the original and one copy are mailed to AID/Washington.

(2) The Grantee shall submit an original and two copies of SF-272, "Federal Cash Transactions Report", 15 working days following the end of each quarter to the address specified in the Schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 all cash advances. Those cash advances in excess of immediate disbursement requirements in the hands of subrecipients or the Grantee's field organizations shall be supported by short narrative explanations of action taken by the Grantee to reduce the excess balances.

(d) Suspension of FRLC

(1) If at any time, the AID Controller determines that the Grantee has failed to comply with the terms and conditions of the FRLC, the AID Controller shall advise the Grant Officer who may cause the FRLC to be suspended or revoked.

(2) The Controller may recommend suspension or revocation to the Grant Officer on the grounds of an unwillingness or inability of the Grantee to (A) establish procedures that will minimize the time elapsing between cash drawdowns and the disbursement thereof, (B) timely report cash disbursements and balances as required by the terms of the grant and (C) impose the same standards of timing of advances and reporting on any subrecipient or any of the Grantee's overseas field organizations.

7B. PAYMENT—PERIODIC ADVANCES

(This provision is applicable when the conditions for use of an FRLC cannot be met (including those pertaining to mixed dollar and local currency advances) and when (i) the Grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof, and (ii) the Grantee's financial management system meets the standards for fund control and accountability required under the standard provision of this grant entitled "Accounting, Audit and Records")

(a) Periodic advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the Grantee as close as is administratively feasible to the actual disbursements by the Grantee for program costs. Cash advances made by the Grantee to secondary recipient organizations or the Grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by AID to the Grantee.

(b) Grantees shall submit requests for advances at least monthly on SF-270, "Request for Advances or Reimbursement," in an original and two copies, to the address specified in the Schedule of this grant.

(c) The Grantee shall submit an original and two copies of SF-272 "Federal Cash Transactions Report", 15 working days following the end of each quarter to the address specified in the Schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 the amount of cash advances in excess of thirty days requirement in the hands of subrecipients or the Grantee's overseas field organizations and shall provide short narrative explanations of action taken by the grantee to reduce the excess balances.

(d) A "Financial Status Report," SF-269, shall be prepared on an accrual basis by the Grantee and submitted quarterly no later than 30 days after the end of the period in an original and two copies. If the Grantee's accounting records are not normally kept on the accrual basis, the Grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final "Financial Status Report" must be submitted within 90 days after the conclusion of the grant.

(e) If at any time, the AID Controller determines that the Grantee has demonstrated an unwillingness or inability to (1) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (2) timely report cash disbursements and balances as required by the terms of the grant, and (3) impose the same standards of timing of advances and reporting on any subrecipient or any of the Grantee's overseas field organizations, the AID Controller shall advise the Grant Officer who may suspend or revoke the advance payment procedure.

7C PAYMENT—REIMBURSEMENT

(This provision is applicable to grants for construction, or to grants where Grantees do not meet the conditions for either an FRLC or periodic advance payment.)

(a) Each month, the Grantee shall submit an original and two copies of SF-270, "Request for Advance or Reimbursement," to the address specified in the Schedule of this grant.

(b) A "Financial Status Report," SF-269, shall be submitted quarterly no later than 30 days after the end of the period in an original and two copies. The final "Financial Status Report" must be submitted within 90 days after the conclusion of the grant.

(c) Both reports will be prepared on a cash basis, however if the Grantee's accounting records are not normally kept on a cash basis, the Grantee shall not be required to convert its accounting system to meet this requirement.

8. TRAVEL AND TRANSPORTATION

(This provision is applicable when domestic or international air travel or shipment costs are reimbursable under the grant.)

(a) The Grant Officer hereby approves international travel to be reimbursed under this grant provided that the Grantee shall obtain written concurrence from the cognizant Project Officer 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 Officer at least 30 days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant Mission or U.S. Embassy advance notification (with a copy to the Project Officer) of the arrival date and flight identification of grant-financed travelers.

(b) 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.

(c) All international air travel and all international air shipments funded under this grant shall be made on United States flag air carriers (hereinafter referred to as "certificated air carriers"), to the extent service by such carriers is available in accordance with paragraphs (d) and (e) below.

The terms used in this provision have the following meanings

(1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States

(2) "U S flag air carriers" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries

(3) The term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia

(d) Passenger or freight service by a certificated air carrier is considered "available" even though

(1) Service by noncertificated air carrier can be paid for in excess foreign currency, or

(2) Service by a noncertificated air carrier is preferred by the agency or traveler needing air transportation, or

(3) Service by a noncertificated air carrier is more convenient for the agency or traveler needing air transportation

(e) Passenger service by a certificated air carrier will be considered to be "unavailable"

(1) When certificated air carriers offer only first class service, and less than first class service is available from noncertificated air carriers, or

(2) When the traveler, while en route, has to wait 6 hours or more to transfer to a certificated air carrier to proceed to the intended destination, or

(3) When any flight by a certificated air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc., and no other flight by a certificated air carrier is available during the 6 hour period, or

(4) When by itself or in combination with other certificated or noncertificated air carriers (if certificated air carriers are "unavailable") it takes 12 or more hours longer from the original airport to the destination airport to accomplish the agency's mission than would service by a noncertificated air carrier or carriers

(5) When the elapsed travel time on a scheduled flight from origin to destination airports by noncertificated air carrier(s) is 3 hours or less, and service by certificated air carrier(s) would involve twice such scheduled travel time

(f) Freight service by a certificated air carrier will be considered to be unavailable when

(1) No certificated air carrier provides scheduled air freight service from the airport serving the

shipment's point of origin, and a noncertificated air carrier does

(2) The certificated air carrier(s) serving the shipment's point of origin decline to issue a through airway bill for transportation to the shipment's final destination airport

(3) Use of a certificated air carrier would result in delivery to final destination at least 7 days later than delivery by means of a noncertificated air carrier

(4) The total weight of the consignment exceeds the maximum weight per shipment which a certificated air carrier will accept and transport as a single shipment, and a noncertificated air carrier will accept and transport the entire consignment as a single shipment

(5) The dimensions (length, width, or height) of one or more of the items of a consignment exceed the limitation of the certificated aircraft's cargo door openings, but do not exceed the acceptable dimensions for shipment on an available noncertificated air carrier

(g) Where U S Government funds are used to reimburse the Grantee's use of other than U S flag carriers for international transportation, the Grantee will include a certification on vouchers involving such transportation which is essentially as follows

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s) (State appropriate reason(s) as set forth in (e) or (f) above, see 41 CFR 1-1 323-3 for further guidance)

(h) *Travel Costs and Overseas Maintenance Allowances*

(1) *Travel Within the United States*

(i) As used herein, the term "travel within the United States" includes the 50 states, District of Columbia, Commonwealth of Puerto Rico, Virgin Islands, and all the U S Territories except the Trust Territories of the Pacific Islands

(ii) Subsistence allowances paid to Grantee employees traveling within the United States will be reimbursed in accordance with the established policies and practices of the Grantee which are uniformly applied to both federally financed and other activities of the Grantee

(2) *International Travel*

(i) As used herein, the term "international travel" includes travel to the U S Trust Territories of the Pacific Islands

(ii) The Grantee will be reimbursed for international travel, subsistence, and post differentials and other allowances paid to employees in an international travel status, or assigned overseas, in accordance with the Grantee's established policies and practices which are uniformly applied to federally financed and other activities of the Grantee, but only to the extent that such reimbursement does not exceed the applicable amounts or rates established in the Standardized Regulations (Government Civilians, Foreign Areas), published by the U S Department of State, as from time to time amended

9. OCEAN SHIPMENT OF GOODS

(This provision is applicable when goods purchased with funds provided under this grant are transported to the Cooperating Country on ocean vessels)

(a) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the Cooperating Country on ocean vessels shall be transported on privately owned U S flag commercial vessels, to the extent such vessels are available at fair and reasonable rates for such vessels, and

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the Cooperating Country on dry cargo liners shall be paid to or for the benefit of privately owned U S flag commercial vessels to the extent such vessels are available at fair and reasonable rates for such vessels

(c) When U S flag vessels are not available, or their use would result in a significant delay, the Grantee may request a certificate of nonavailability from the AID Transportation Support Division, Office of Commodity Management, Washington, D C 20523, giving the basis for the request. Such a determination of nonavailability will relieve the Grantee of the requirement to use U S flag vessels for the tonnage of goods included in the determination

(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration Cargo Preference Control Center, Commerce Building, Washington, D C 20235, and that such bills of lading state all of the carrier's charges including the basis for calculations such as weight or cubic measurement"

(e) Shipments by voluntary nonprofit relief agencies (i e , PVO's) shall be governed by this Standard provision and by AID Regulation 2, "Overseas

Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202)

10A 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

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 purposes, the Grantee agrees to refund to AID the entire amount of the reimbursement

(b) *Restricted Goods*

The Grantee shall not procure any of the following goods and services without the prior written authorization of the Grant Officer

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) rubber compounding chemicals and plasticizers,
- (6) used equipment,
- (7) U S Government-owned excess property, or
- (8) fertilizer

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 reimbursement

(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) "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 paragraph (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 50% 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

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 the standards set forth in paragraph 1U of AID Handbook 13, "Grants "

(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 maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization, AID/Washington, D C 20523, at least 45 days prior (except where a shorter time is requested of, and granted by, the Office of Small and Disadvantaged Business Utilization) 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 8, "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.

(h) Ocean and Air Transportation

For requirements relating to transportation by ocean vessel of commodities purchased under this grant, see the Standard Provision entitled "Ocean Shipment of Goods." For requirements relating to transportation of commodities by air, see the Standard Provision entitled "Travel and Transportation."

10B PROCUREMENT OF GOODS AND SERVICES OVER \$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 will be greater than \$250,000 over the life of the grant)

(1) *General* Except as may be specifically approved or directed in advance by the Grant Officer, all goods (e.g., equipment, vehicles, materials, and supplies) and services which will be financed under this grant with United States dollars shall be procured in and shipped from the United States (Code 000) and from any other countries within the authorized geographic code specified in the Schedule of this grant.

(b) *Procurement of goods* In order to be eligible under this grant, goods purchased under this grant must be of eligible source and origin, and must satisfy AID's country requirements set forth below. In addition, the supplier of commodities must meet the nationality requirements specified in paragraph (d)(1) of this provision.

(1) *Source* Source means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, source means the country from which the commodity was shipped to the free port or bonded warehouse.

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(2) *Origin* The origin of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is substantially different in basic characteristics, or in purpose or utility from its components.

(3) *Componentry* Components are the goods that go directly into the production of a produced commodity. AID componentry rules are as follows:

(i) If a commodity produced in an eligible source country contains no imported component, it is eligible for AID financing.

(ii) Unless otherwise specified by the Grant Officer, components from the United States, the Cooperating Country, and any other countries included in Geographic Code 941 may always be utilized in unlimited amounts regardless of the geographic code authorized.

(iii) Unless procurement is authorized from countries included in Code 899, components from free world countries not included in Code 941 are limited according to the following rules:

(A) They are limited only if they are acquired by the producer in the form in which they were imported.

(B) The total costs to the producer of such components (delivered at the point of production) may not exceed 50 percent of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by AID).

(C) AID may prescribe percentages other than 50 percent for specific commodities.

(iv) Any component from a non-free world country makes the commodity ineligible for AID financing.

(4) *Supplier Nationality* (See paragraph (d) of this provision).

(c) *Eligibility of commodity-related services*

(1) *Incidental services* Nationality rules are applied to the contractor supplying equipment under this grant and not separately to any contractor that may supply commodity-related incidental services. Such services, defined as the installation or erection of AID-financed equipment, or the training of personnel in the maintenance, operation, and use of such equipment, are eligible if specified in the equipment contract and performed by citizens of countries included in AID Geographic Code 935, or non-United States citizens lawfully admitted for permanent residence in the United States.

(2) *Ocean and air transportation*

(i) Except as otherwise approved in writing by the Grant Officer, AID will finance only those ocean transportation costs:

(A) Incurred on vessels under U.S. flag registry, when Geographic Code 000 is authorized for procurement of goods or services,

(B) Incurred on vessels under U.S. Cooperating Country, or other countries included in Geographic Code 941 flag registry, when Geographic Code 941 is authorized for procurement of goods or services, or

(C) Incurred on vessels under flag registry of any free world country, if the costs are part of the total cost on a through bill of lading paid to a carrier for initial carriage on a vessel which is authorized in accordance with paragraphs (c)(2)(i)(A) and (B), above.

(ii) Any ocean or air charter, covering full or part cargo, for the transportation of goods purchased under this grant must be approved by the AID Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, prior to shipment.

(iii) When use of non-U.S. flag vessels has been authorized, the following requirements still apply:

(A) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the Cooperating Country on ocean vessels, shall be transported on privately owned U.S. flag commercial vessels, to the extent such vessels are available at fair and reasonable rates for such vessels, and

(B) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the Cooperating Country on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(iv) When U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may request a certificate of nonavailability from the AID Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, giving the basis for the request. Such a determination of nonavailability will relieve the Grantee of the requirement to use U.S. flag vessels for the tonnage of goods included in the determination.

(v) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration,

Cargo Preference Control Center, Commerce Building, Washington, D C 20235, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement "

(vi) For use of U S flag air carriers, see the Standard Provision, entitled "Travel and Transportation "

(3) *Marine insurance* The eligibility of marine insurance is determined by the country in which it is "placed " Insurance is "placed" in a country if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company located in that country Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the Cooperating Country is also eligible Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to AID-financed procurement against any marine insurance company authorized to do business in any State of the United States, then any AID-financed commodity shipped to that country shall be insured against marine risk and the insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in any State of the United States

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

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

(i) An individual who is a citizen or legal resident of a country or area included in the authorized geographic code, or

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

(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 the 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 fit any of the foregoing categories

(2) *Suppliers of services* A contractor or subcontractor thereunder providing services under an AID-financed grant must fit one of the following

categories for the costs of such contracts or subcontracts to be eligible for AID financing under this grant (NOTE the term contractor includes personal services contractors)

(i) An individual who is a citizen of and whose principal place of business is a country 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, or

(ii) A 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 interests held by companies, funds or institutions, the ultimate beneficial ownership by individuals in controlling)

(B) The corporation or partnership

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

(2) has performed within the United States administrative and technical, professional or construction services under a contract or contracts for services and derived revenue therefrom in each of the three years prior to the date described in the preceding paragraph, 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, or

(iii) A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which fit categories (d)(2)(i) and (d)(2)(ii) above However, joint ventures with firms wholly or partially owned by the host government are ineligible

(iv) A duly authorized officer of the firm shall certify that the participating firm meets either the requirements or subparagraphs (d)(ii)(A) or (d)(ii)(B) above. In the case of corporations, the certifying officer shall be the corporate secretary. With respect to the requirements of subparagraph (d)(ii)(A), of this provision, 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 funds 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) *Ineligible suppliers of commodities and services* Citizens or firms of any country not included in AID Geographic Code 935 are ineligible as suppliers, contractors, subcontractors, or agents, for goods and services the costs of which will be reimbursed under this grant. However, non U S citizens lawfully admitted for permanent residence in the United States are eligible.

(e) *Nationality of employees under contracts and subcontracts for services* The nationality policy of subparagraph (d)(2) of this provision does not apply to the employees of contractors or subcontractors whose services will be reimbursed under this grant, but all contractor and subcontractor employees engaged in providing services under AID-financed grants must be citizens of countries included in AID Geographic Code 935 or non-U S citizens lawfully admitted for permanent residence in the United States.

(f) *The Cooperating Country as a source* With certain exceptions, the Cooperating Country is not normally an eligible source for procurement to be paid in U S dollars. The exceptions are for ocean freight and marine insurance (see paragraphs (c)(1) and (c)(2) of this provision). The Cooperating Country may be an eligible source if local cost financing is approved either by specific action of the Grant Officer or in the Schedule of the grant. In such cases, the Standard Provision entitled "Local Cost Financing with U S Dollars," will apply.

(g) *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.

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 reimbursement.

(h) *Restricted goods* The Grantee shall not procure any of the following goods or services without the prior written authorization of the Grant Officer:

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

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 reimbursement.

(i) *Printed or audio-visual teaching materials* If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by AID in whole or in part and if other funds including U S-owned or U S-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) Code 000, United States,
- (2) the Cooperating Country,
- (3) Code 941, Selected Free World,
- (4) Code 899, Free World.

(j) *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 8, "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.

(k) *The Grantee's procurement system* The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and nationality requirements of this provision and the standards set forth in paragraph 1U of AID Handbook 13, "Grants".

11 LOCAL COST FINANCING WITH U S DOLLARS

(This provision is applicable whenever local cost financing has been specifically authorized in the Schedule of this grant regardless of dollar amount)

(a) Local cost financing is the use of U S dollars to obtain local currency for the procurement of goods and services in the Cooperating Country in furtherance of the purpose of the grant. Local cost financing must be specifically authorized in the Schedule of the grant. The amount of U S dollars which may be used must be specified in the authorization, together with any special restrictions on their use.

(b) Procurement of goods and services under local cost financing is subject to the following restrictions:

(1) Ineligible goods and services

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

- (i) military equipment,
- (ii) surveillance equipment,
- (iii) commodities and services for support of police or other law enforcement activities,
- (iv) abortion equipment and services,
- (v) luxury goods and gambling equipment, or
- (vi) weather modification equipment.

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 reimbursement.

(2) Restricted goods

The Grantee shall not procure any of the following goods or services without the prior written authorization of the Grant Officer:

- (i) agricultural commodities,
- (ii) motor vehicles,
- (iii) pharmaceuticals,
- (iv) pesticides,
- (v) rubber compounding chemicals and plasticizers,
- (vi) used equipment,
- (vii) U S Government-owned excess property, or
- (viii) fertilizer.

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 reimbursement.

(3) Any component from a non-free world country makes a commodity ineligible for AID financing.

(4) Nationality

(i) Citizens or firms of any country not included in AID Geographic Code 935 are ineligible as suppliers, contractors, subcontractors, or agents for goods and services the costs of which will be reimbursed under this grant.

(ii) Local cost financing is the use of appropriated U S dollars to obtain local currency for the payment for goods and services purchased in the Cooperating Country. Authorization of local cost financing makes the Cooperating Country, in addition to the United States and any other country included in the authorized geographic code for the project, an eligible source for the purchase of goods or services in the Cooperating Country. Goods or services purchased under local cost financing must be located in the Cooperating Country at the time they are purchased, they cannot be imported specifically for the project being implemented by this grant. The supplier from which goods or services are purchased under local cost financing must also be in the Cooperating Country. Suppliers of goods or services under local cost financing must meet the nationality eligibility tests prescribed in paragraph (d) of the provision of this grant entitled "Procurement of Goods and Services over \$250,000". When local cost financing has been authorized, the Cooperating Country is deemed to be included in the "authorized geographic code" for purposes of determining nationality eligibility pursuant to paragraph (d) of the provision, entitled "Procurement of Goods and Services over \$250,000".

(c) *General principles* Under local cost financing, the Grantee shall follow sound procurement policies, utilizing competition to the maximum practical extent, obtaining the lowest available price, and documenting such procurements to justify the method used and the price established.

(d) *Procurement of goods* In order to be eligible under local cost financing, goods are subject to the following specific requirements:

(1) *Indigenous goods* Goods which have been mined, grown, or produced in the Cooperating Country through manufacture, processing, or assembly are eligible for local cost financing under this grant. Goods produced with imported components must result in a commercially recognized new commodity that is substantially different in basic characteristics or in purpose or utility from its components in order to qualify as indigenous, such goods may not contain components from any nonfree world country.

(2) *Imported shelf items* Imported shelf items are goods that are normally imported and kept in

stock, in the form in which imported, for sale to meet a general demand in the country for the item, they are not goods which have been specifically imported for use in an AID-financed project

(i) Shelf items are eligible for local cost financing in unlimited quantities up to the total amount available for local cost financing if they have their source in the Cooperating Country and their origin in a country included in AID Geographic Code 941

(ii) Shelf items having their origin in any country included in Code 899 but not in Code 941 are eligible if the price of one unit does not exceed \$5,000. For goods sold by units of quantity, e.g., tons, barrels, etc., the unit to which the local currency equivalent of \$5,000 is applied is that which is customarily used in quoting prices. The total amount of imported shelf item purchases from countries included in Code 899 but not in Code 941 may not exceed \$25,000 or 10% of the total local costs financed by AID for the project whichever is higher, however, in no case may the total amount of such purchases exceed \$250,000 without first obtaining a specific geographic source waiver

(3) *Goods imported specifically for the project*
Goods imported specifically for the project being implemented by this grant are not eligible for local cost financing, they are subject to the requirements of the provision entitled "Procurement of Goods and Services over \$250,000"

12 GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

(This provision applies when personal property is furnished under the grant)

The policies and procedures of Handbook 16, "Excess Property," and the appropriate provisions of 41 CFR 101-43 apply to the Government furnished excess property under this grant

13A TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

(This provision is applicable when the Government vests title in the Grantee only)

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

(a) The Grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the Grantee under this provision under this grant or any other U.S. Government grant, subgrant, contract or subcontract

(b) The Grantee agrees to use and maintain the property for the purpose of the grant in accordance with the requirements of paragraph 1T or Chapter 1, Handbook 13

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

(1) 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

(2) To transfer title to any such items to the Government in accordance with any written request therefore issued by the Grant Officer at any time prior to final payment under this grant

13B TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE)

(This provision is applicable when title to property is vested in the U.S. Government)

(a) Property, title to which vests in the Government under this grant, whether furnished by the Government or acquired by the Grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty

(b) Use of Government Property

Government property shall, unless otherwise provided herein or approved by the Grant Officer, be used only for the performance of this grant

(c) Control, Maintenance and Repair of Government Property

The Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The Grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the Grant Officer may prescribe as reasonably necessary for the protection of the Government property

The Grantee shall submit, for review and written approval of the Grant Officer, a records system for property control and a program for orderly maintenance of Government property, however, if the Grantee's property control and maintenance system has been reviewed and approved by another

Federal department or agency pursuant to Attachment N of OMB Circular No. A-110 (see paragraph 1T of Chapter I Handbook 13), the Grantee shall furnish the Grant Officer proof of such approval in lieu of another approval submission

(1) *Property Control*

The property control system shall include but not be limited to the following

(A) Identification of each item of Government property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U S Government "

(B) The price of each item of property acquired or furnished under the grant

(C) The location of each item of property acquired or furnished under the grant

(D) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise

(E) A record of disposition of each item acquired or furnished under the grant

(F) Date of order and receipt of any item acquired or furnished under the grant

The official property control records shall be kept in such condition that at any stage of completion of the work under this grant, the status of property acquired or furnished under this grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the grant shall be submitted yearly concurrently with the annual report

(2) *Maintenance Program*

The Grantee's maintenance program shall be such as to provide for, consistent with sound business practice and the terms of the Grant

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program

(A) *Preventive maintenance*—Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences

(B) *Records of maintenance*—The Grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report

(d) *Risk of Loss*

(1) The Grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the Grantee shall be responsible for any such loss or damage (including expenses incidental thereto)

(i) Which results from willful misconduct or lack of good faith on the part of any of the Grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the Grantee's business, or all or substantially all of the Grantee's operation at any one plant, laboratory, or separate location in which this grant is being performed

(ii) Which results from a failure on the part of the Grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above,

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above or (B) to take all reasonable steps to comply with any appropriate written directions of the Grant Officer under (c) above,

(iii) For which the Grantee is otherwise responsible under the express terms of the article or articles designated in the Schedule of this grant

(iv) Which results from a risk expressly required to be insured under some other provision of this grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater, or

(v) Which results from a risk which is in fact covered by insurance or for which the Grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement,

Provided, that, if more than one of the above exceptions shall be applicable in any case, the Grantee's liability under any one exception shall not be limited by any other exception

(2) The Grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government

may have required the Grantee to carry such insurance under any other provision of this grant

(3) Upon the happening of loss or destruction of or damage to the Government property, the Grantee shall notify the Grant Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Grant Officer a statement of

(i) The lost, destroyed, and damaged Government property,

(ii) The time and origin of the loss, destruction, or damage,

(iii) All known interests in commingled property of which the Government property is a part, and

(iv) The insurance, if any, covering any part of or interest in such commingled property

The Grantee shall make repairs and renovations of the damaged Government property or take such other action as the Grant Officer directs'

(4) In the event the Grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the Government, as directed by the Grant Officer. The Grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Grant Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignments in favor of the Government) in obtaining recovery

(e) *Access*

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property

(f) *Final Accounting and Disposition of Government Property*

Upon completion of this grant, or at such earlier dates as may be fixed by the Grant Officer, the Grantee shall submit, in a form acceptable to the Grant Officer, inventory schedules covering all items of Government property not consumed in the performance of this grant or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposal of the Government property as

may be directed or authorized by the Grant Officer.

(g) *Communications*

All communications issued pursuant to this provision shall be in writing

13C. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)

(This provision is applicable to property titled in the name of the Cooperating Country or such public or private agency as the cooperating government may designate)

(a) Except as modified by the Schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursed to the Grantee by AID or by the Cooperating Government, shall at all times be in the name of the Cooperating Government or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in the Schedule of this grant, but all such property shall be under the custody and control of Grantee until the owner of title directs otherwise or completion of work under this grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner

(b) The Grantee shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The Grantee shall be guided by the requirements of paragraph 1T of Chapter 1, of Handbook 13

(c) Within 90 days after completion of this grant, or at such other date as may be fixed by the Grant Officer, the Grantee shall submit an inventory schedule covering all items of equipment, materials and supplies under his/her custody, title to which is in the Cooperating Government or public or private agency designated by the Cooperating Government, which have not been consumed in the performance of this grant. The Grantee shall also indicate what disposition has been made of such property

14 CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Grantee's Chief of Party shall consult with the Mission Director who

shall provide, in writing, the procedure the Grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

15 TERMINATION

(a) *For cause* This grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

(b) *For Convenience* This grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the Grant Officer to the Grantee.

(c) *Termination Procedures* Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall, within 30 calendar days after the effective date of such termination, repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the Grantee prior to 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 Government within 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 Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

16 VOLUNTARY PARTICIPATION

(This provision is applicable to all grants involving any aspect of family planning or population assistance activities, and all Title X grants in particular.)

(a) The Grantee agrees to take any steps necessary to ensure that funds made available under this grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individuals' moral, philosophical, or religious beliefs. Further, the Grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

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

17. PROHIBITION ON ABORTION-RELATED ACTIVITIES

(This provision is applicable to all grants involving any aspect of family planning or population assistance activities, and all Title X grants in particular.)

(a) No funds made available under this grant will be used to finance, support, or be attributed to the following activities: (1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning, (2) special fees or incentives to women to coerce or motivate them to have abortions, (3) payments to persons to perform abortions or to solicit persons to undergo abortions, (4) information, education, training, or communication programs that seek to promote abortion as a method of family planning.

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

18 VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

(This provision is applicable when any surgical sterilization will be supported in whole or in part from funds under this grant.)

(a) None of the funds made available under this grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization.

(b) The Grantee shall insure that any surgical sterilization procedures supported in whole or in part

by funds from this grant are performed only after the individual has voluntarily presented himself or herself at the treatment facility and has given his or her informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after he or she has been advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and his or her option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(c) Further, the Grantee shall document the patient's informed consent by (1) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician, or (2) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

(d) Copies of informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure.

(e) The Grantee shall insert paragraphs (a), (b), (c), (d) and (e) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder involving the performance of any sterilization which will be supported in whole or in part from funds under this grant.

19 PUBLICATIONS

(This provision is applicable to any grant which produces any book, publication, or other copyrightable materials)

(a) 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.

(b) 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.

(c) 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.

(d) The Grantee is permitted to secure copyright to any publication produced or composed under the grant in accordance with paragraph 1T8 b of Chapter 1, Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so.

20 PATENTS

(This provision is applicable to any grant which produces patentable items, patent rights, processes, or inventions)

(a) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16889) and paragraph 1T8 a of Chapter 1, Handbook 13.

(b) Nothing contained in this provision shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

21 REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

(This provision is applicable only to the Grantee's U S and third country national employees, it is not applicable to the Grantee's Cooperating Country national employees)

(a) 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.

(b) The sale of personal property or automobiles by Grantee employees and their dependents in the

foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct hire AID personnel employed by the Mission, except as this may conflict with host government regulations

(c) 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/her 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/she is assigned, nor shall he/she make loans or investments to or in any business, profession or occupation in the foreign countries to which he/she is assigned

(d) 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

(e) In the event the conduct of any Grantee employee is not in accordance with the preceding paragraphs, the Grantee's chief of party shall consult with the Mission Director and the employee involved and shall recommend to the Grantee a course of action with regard to such employee

(f) The parties recognize the right of the U S Ambassador to direct the removal from a country of any U S citizen or the discharge from this grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the Grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate

22 SUBORDINATE AGREEMENTS

(a) The placement of subordinate agreements (i.e., 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 unless such subordinate agreements were identified in the approved Financial Plan, in accordance with paragraph (b)(7) of the Standard Provision of this grant entitled "Revision of Financial Plans"

(b) The use of the Standard Provisions of this grant is mandatory for subgrants to U S institutions. For subgrants to foreign institutions the Grantee shall use the Standard Provisions set forth in Appendix 4D of Handbook 13

(c) Contracts awarded with funds provided by the grant shall be undertaken in accordance with the requirements of the Standard Provision of this grant entitled "Procurement of Goods and Services over \$250,000" or "Procurement of Goods and Services under \$250,000" (whichever is applicable), and paragraph 1U3 of Handbook 13. Contracts awarded with funds provided by this grant to U S organizations shall set forth the provisions of paragraph 1U4 of Handbook 13. Paragraph 1U4 does not apply to foreign organizations

23 SALARIES

All salaries, wages, fees, and stipends, which will be reimbursable by AID under this grant, shall be in accordance with both the Grantee's usual policy and practice and the applicable cost principles. To the extent that the Grantee's policy and practice conflict with the applicable cost principles, the latter shall prevail

24 INELIGIBLE COUNTRIES

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

25 DISPUTES

(a) Any dispute arising under this grant, which is not disposed of by agreement, shall be decided by the AID Grant Officer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Grantee

(b) Decisions of the AID Grant Officer shall be final and conclusive unless, within 30 days of receipt of the decision of the Grant Officer, the Grantee appeals the decision to the Administrator, AID. Any appeal made under this provision shall be in writing and addressed to the Administrator, Agency for International Development, Washington, D C 20523, a copy of any such appeal shall be concurrently furnished to the Grant Officer

(c) In connection with any appeal proceeding under this provision, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal

(d) A decision under this provision by the Administrator or his duly authorized representative shall be final and conclusive, unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, an abuse of discretion, or

based on clearly erroneous findings of facts or conclusions of law

26 PARTICIPANT TRAINING

(This provision is applicable if AID funds provided hereunder will be used to finance participant training)

(a) Definitions

(1) Participant training is the training of any foreign national outside of his or her home country, using AID funds

(2) A participant is any foreign national being trained under this grant outside of his or her home country

(b) Applicable regulations

Participant training is to be conducted according to the policies established in AID Handbook 10—Participant Training, except to the extent that specific exceptions to AID Handbook 10 have been provided in this grant (Handbook 10 may be obtained by submitting a request to the Office of International Training, at the address specified in paragraph (c) below)

(c) Reporting requirement

Once each month the Grantee shall submit three copies of form AID 1380-9, "Monthly Report of Participants Under Grant, Loan, or Contract Programs," to the Office of International Training, Bureau for Science and Technology (S&T/IT), AID/Washington, D C 20523

27 HEALTH AND ACCIDENT COVERAGE FOR AID PARTICIPANT TRAINEES

(This provision is applicable if AID funds provided hereunder will be used to finance the training of non-U S participants in the United States)

(a) The Grantee shall enroll all non-U S participants (hereinafter referred to as "participants"), whose training in the United States is financed by AID under this grant, in the Agency for International Development's Health and Accident Coverage (HAC) program

(b) The Grantee shall, prior to the initiation of travel by each participant financed by AID under this grant, fill out and mail to AID a self-addressed, postage prepaid, HAC Program Participant Enrollment Card (form AID 1380-98) The Grantee can obtain a supply of these cards and instructions for completing them from the Office of International Training, AID/Washington, D C 20523

(c) The Grantee shall assure that enrollment shall begin immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by AID and that

enrollment shall continue in full force and effect until the participant returns to his/her country of origin, or is released from AID's responsibility, whichever is the sooner The Grantee shall continue enrollment coverage for participants whose departure is delayed due to medical or other compelling reasons, with the written concurrence of the AID Project Manager and subject to the requirements of paragraph (d)

(d) The Grantee shall submit the HAC Program Participant Enrollment Card to AID, as specified in paragraph (b), above, to enable the participant(s), or the provider of medical services, to submit bills for medical costs resulting from illness or accident to the HAC Administrator, Trust Fund Administrators, Inc , 1030 15th Street, NW, Suite 500, Washington, D C 20005 The HAC Administrator, not the Grantee, shall be responsible for paying all reasonable and necessary medical charges, not otherwise covered by student health service or other insurance programs (see paragraphs (c) and (f)), subject to the availability of funds for such purposes, in accordance with the standards of coverage established by AID under the HAC program, and subject to the payment of the fee specified in paragraph (d) (1), below

(1) Within thirty (30) days after enrollment, the Grantee shall send an enrollment fee computed on the basis of the fixed rate per participant per month* (the minimum period for calculation of fee is one month—that is, one participant month, 30 days, not one calendar month—premiums may not be prorated for fractional periods of less than 30 days), to Agency for International Development, Office of Financial Management, Program Accounting Division, Nonproject Assistance, Washington, D C 20523

The enrollment fee should cover a minimum period of up to one year or the current training period for which funds are obligated under this grant, whichever is less As applicable, payments for additional periods of enrollment shall be made 30 days prior to the beginning of each new enrollment period or new period of funding of this grant (the monthly enrollment fee for succeeding fiscal years may be obtained by calling the AID Office of International Training) All such fee payments shall be made by check, payable to the "Agency for International Development (HAC) " If payments are not made within 30 days, a late payment charge shall apply at a percentage rate based on the current value of

*The rate is \$25 00 per participant-month for Fiscal Year 1982

funds to the Treasury for each 30-day period, the full charge shall also be applicable to periods of less than 30 days. The percentage rate will be calculated by the Treasury as an average of the current value of funds to the Treasury for a recent three-month period and will be transmitted to AID in IIRM Bulletins.

The late payment charge shall be applied to any portion of the fees in arrears and be remitted together with the fees as a separately identified item on the covering memorandum.

(2) Whenever possible, fee payments for groups of several participants entering the HAC Program within the 30-day reporting period shall be consolidated and covered by a single check. Participants covered by the fee payment shall be listed individually in the covering letter, identifying each participant (the name reported must be identical to that on the HAC enrollment card), showing period of enrollment (or period of coverage for which payment is remitted if this is different from the enrollment period), fee amount paid, grant number, and U.S. Government appropriation number (as shown under the "Fiscal Data" section of the grant cover letter).

(e) The Grantee, to the extent that it is an educational institution with a student health service program, shall also enroll all participants in their institution's student health service program. Medical costs which are covered under the institution's student health service shall not be eligible for payment under AID's HAC program. The Grantee shall provide the HAC Administrator with a copy of information showing what medical costs are covered by the institution's student health service program, medical costs that are not covered by the institution's student health service program shall be submitted to the HAC Administrator.

(f) If the Grantee has a mandatory, nonwaivable health and accident insurance program for students, the costs of such insurance will be allowable under this grant. Any claims eligible under such insurance will not be payable under AID's HAC plan or under this grant. Even though the participant is covered by the Grantee's mandatory, nonwaivable health and accident insurance program, the participant MUST be enrolled in AID's more comprehensive HAC program, and HAC payments MUST be made to AID as provided above. In addition, a copy of the mandatory insurance policy must be forwarded to the HAC Administrator.

(g) Any payments for medical costs not covered by the Grantee's student health service program, or mandatory, nonwaivable health and accident insurance program, or AID's HAC program shall be reimbursable under this grant only with specific wr t-

ten approval of the Grant Officer and subject to the availability of funds.

(h) The HAC Administrator, for the period February 1, 1980 through January 31, 1983, is:

Trust Fund Administrators, Inc
1030 15th Street, NW, Suite 500
Washington, D.C. 20005

28 USE OF POUCH FACILITIES

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for AID Grantees and their employees as a general policy, as detailed in items (1) through (7) below, however, the final decision regarding use of pouch facilities rests with the Embassy or AID Mission. In consideration of the use of pouch facilities as hereinafter stated, the Grantee and its employees agree to indemnify and hold harmless the Department of State and AID for loss or damage occurring in pouch transmission.

(1) Grantees and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of two pounds per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers, are not considered to be personal mail for purposes of this clause, and are not authorized to be sent or received by pouch.

(4) Official mail pursuant to (a)(1) above, sent by pouch should be addressed as follows:

Name of individual or organization
(followed by letter symbol "C")
Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523

(5) Personal mail pursuant to (a)(2) above should be to the address specified in (a)(4) above, but without the name of the organization.

(6) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(7) AID Grantee personnel are *not* authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide. Posts having access to APO/IPO facilities and using such for diplomatic pouch dispatch may, however, accept official mail from Grantees and letter mail from their

employees for the pouch, provided of course, adequate postage is affixed

(b) The Grantee shall be responsible for advising its employees of this authorization and these guidelines and limitations on use of pouch facilities

(c) Specific additional guidance on Grantee use of pouch facilities in accordance with this clause is available from the Post Communication Center at the Embassy or AID Mission

29. U S OFFICIALS NOT TO BENEFIT

No member of or delegate to the U S Congress or resident U S 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

30 COVENANT AGAINST CONTINGENT FEES

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.

31 NONLIABILITY

AID does not assume liability with respect to any third party claims for damages arising out of work supported by this Grant

32 AMENDMENT

The grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the Grant Officer and an appropriate official of the Grantee

33 THE GRANT

The letter to the Grantee signed by the Grant Officer, the Schedule, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the grant

34 NOTICES

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 AID Grant Officer, at the address specified in the grant,

To Grantee, at Grantee's address shown in the grant,

or to such other address as either or such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later

FOOTNOTE

When the Standard Provisions are used for Cooperative Agreements the following terms apply

"Grantee" means "Recipient,"

"Grant" means "Cooperative Agreement"

"AID Grant Officer" means "AID Agreement Officer,"

"Subgrant" means "Subcooperative Agreement," and

"Subgrantee" means "Subrecipient"

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor **MVS**

SFR/CM/SD/SUP Action Officer **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 538-065-3-00015	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 \$517,000	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 Bergman</i>	Date 10/6/80
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Contract/Grant Officer's Typed Name W. Hawley	Signature <i>W. Hawley</i>	Date 10/6/80
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PART IB

Contract/Grant Number AID/LAC-CA-1408	Type Order	Order Number	Amendment/Modification Number	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 10/6/80 9/30/80
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PART II

Effective Date of Document 9/30/80	Signature Date of Document 9/30/82 9/30/80	Estimated Completion Date 9/30/82	Contract/Grant funded through (date) 9/30/82
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$517,000	Cumulative Obligation thru this Action \$517,000

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 IIP, FPRD, FPEP, IPI)
- 2 Cost Reimbursement (Specify CR, CPF1, 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 (IBB) (AIDPR 7 2 4 & IPR 1 2 4)
- B Negotiated Price Competition, General Procedure (RIP) (AIDPR 7 4 56)
- C A & E (AIDPR 7 4 10)
- D Bid and/or Int'l Research (AIDPR 7 4 57)
- L Collaborative Assistance (AIDPR 7 4 58)
- I 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 (IPR 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
- I Non Profit Organization Institutions (other than Fed 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
- F 8(a) SBA Awarded to Non Minority (Women Owned, Veterans etc)
- I 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
- I Not Small Business (Univ Non Profit, Large Firms) Minority
- M US 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 FRIC
- 3 Advance FRIC

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) _____

M20 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 REQUIRE

MENT

- 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 UNDLD CONTRACT

- YES
- NO

M61 CONSULTANT TYPL AWARD

Is the Award for Consulting Type Service to AID?

- YES
- NO

M63 EXTLNT OF COMPETITION IN

NEGOTIATION

COMPLTITIVL

- 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) COOP AGREEMENT UNSOLICITED PROPOSAL

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 OF BIDDING ITEMS OR SERVICES OF FOREIGN CONTENT

- 0 -

M68 WOMEN OWNED BUSINESS

- YES
- NO

M69 PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

- 100 -

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 93 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

ORIGINAL

8/17/79

AGENCY FOR INTERNATIONAL DEVELOPMENT

COOPERATIVE AGREEMENT - COMMERCIAL FIRMS

NO. AID/LAC-CA-1408

PROJECT TITLE. Eastern Caribbean Free Labor Union Development

PROJECT NO. 538-0059

AWARDED PURSUANT TO SEC. 635 OF THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND THE FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

ISSUING OFFICE

Agency for International Development
Office of Contract Management
Washington, D. C. 20523
Cognizant AID Scientific/Technical Office

LAC/DP/SD

RECIPIENT

American Institute for Free Labor Development
Name (AIFLD)

-1015 Twentieth Street, N.W.

Street Address

Washington, D. C. 20523

City State Zip Code

MAIL VOUCHERS (original and 3 copies) TO

EFFECTIVE DATE:

September 30, 1980

EXPIRATION DATE

September 30, 1982

Agency for International Development
Office of Financial Management
Washington, D. C. 20523

ACCOUNTING AND APPROPRIATION DATA

Amount Obligated: \$517,000

Appropriation No: 72-1101037

Allotment No: 037-52-538-00-69-01

PIO/T No: 538-065-3-00015

The United States of America, hereinafter called the Government, represented by the AID Grant Officer executing this Agreement, and the Recipient agree as follows: that the entire Agreement consists of: The Cover Page; Attachment "1", Program Description and Attachment "2", Standard Provisions.

RECIPIENT	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY: (Signature of Authorized Individual)	BY: (Signature of AID Grant Officer)
<i>Samuel Haddad</i>	<i>Wesley L. Hawley</i>
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
Samuel Haddad	Wesley L. Hawley JMB
TITLE	TITLE
Deputy Executive Director	AID Grant Officer
DATE	DATE
October 6, 1980	September 30, 1980

SEPTEMBER 1978 EDITION

ORIGINAL

ATTACHMENT 1

PROGRAM DESCRIPTION

A. Purpose of Agreement

- The purpose of this agreement 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 agreement is the construction and/or renovation of trade union centers.

C. Implementation

To achieve the above objective, the Recipient shall carry out the following activities with funds provided by this agreement:

Trade union centers will be constructed or renovated, as appropriate, for the principal labor federations affiliated to the Caribbean Congress of Labour (CCL), from Barbados, St. Vincent, St. Lucia, Dominica, Montserrat, and St. Kitts and Nevis. Such centers generally contain office space for local unions, a large meeting hall, medical and dental clinics, credit union offices, etc. The construction work will be subcontracted for directly by AIFLD, and the new or renovated centers turned over to CCL affiliates for as long as they remain affiliated. Affiliates will be required to establish trust funds for maintenance and repairs.

D. Reporting

1. Program Requirements

The Recipient shall submit three (3) copies, in English, of monthly progress reports and a final report to the Regional Development Officer/Caribbean (RDO/C) Project Officer and the AID/Washington regional AIFLD Project Officer. These reports shall include the A&E consultant's statement of outstanding problems and proposed solutions.

2. Fiscal Requirements

Fiscal reporting requirements shall be in accordance with Standard Provision No. 9A, entitled "Payment-Federal Reserve Letter of Credit (FRLC) Advance," and shall follow formats and practices established by the Recipient in connection with its other grants and cooperative agreements with AID.

E. Budget

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

Salaries and Benefits	\$ 62,000
Travel, Transportation and Per Diem	25,000
Consultants	30,000
Construction/Renovation Costs:	
- St. Vincent	\$100,000
- St. Lucia	100,000
- Montserrat	25,000
- St. Kitts and Nevis	25,000
- Dominica	50,000
- Barbados	100,000
	<u>400,000</u>
TOTAL	\$517,000

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

F. Special Provisions

1. Monitoring

The RDO/C Project Officer shall be the approving authority and/or have responsibility for:

- a) AIFLD's selection of a local architect-engineer consultant for the program.
- b) The award of each construction/renovation project.
- c) Spot checking the progress of construction/renovation and reporting on problems to the extent feasible.
- d) Providing a statement that proposed projects are in accord with U.S. Policy objectives for the country.
- e) Plans and specifications for each construction/renovation project.

In the event the RDO/C project officer provides any disapprovals, he/she shall provide reason(s) for such disapprovals.

2. Taxes and Custom Duties

It is understood that all salary payments made by AIFLD to its employees, other than the Cooperating Country's Nationals, shall be exempted from taxation by the Government of the Cooperating Country or any political subdivision thereof, to the extent permitted by the laws of the Cooperating Country or by relevant agreements between the cooperating Government and the Government of the United States now in existence or hereafter coming into existence.

The foregoing principle shall also apply, with respect to employees of AIFLD, other than Cooperating Country's Nationals, in regard to any import, export or other duties, taxes or levies imposed on items imported for their own use or consumption by the Government of the Cooperating Country or any political subdivisions thereof.

The AID Mission or cognizant U.S. Government Representative shall use its best efforts to obtain from the cooperating Government the same treatment with respect to taxes and custom duties as has been accorded by that cooperating Government to the AIFLD in the past. In no event shall AID reimburse the AIFLD for any identifiable taxes or customs duties.

3. Procurement of Goods and Services

With respect to Standard Provision No. 7, entitled "Procurement of Goods and Services under \$250,000" the Recipient is hereby authorized to procure from "Special Free World" countries (AID Geographic Code without regard to the Order of Preference indicated herein.

4. Delete the following Standard Provisions:

- a) "4. Negotiated Overhead Rates - Non-Educational Institutions."
- b) "10. Limitation of Funds."
- c) "9B. Payment - Periodic Advance."
- d) "23(d) Title to, Use, and Care of Property (Cooperating Country titled Property)."

5. The A&E consultant shall be responsible for design of plans and specifications as needed, and construction supervision; and shall certify work completed for progress and final payments. In addition, this consultant shall report regularly on engineering and construction progress and problems.

STANDARD PROVISIONS

1. DEFINITIONS

(a) "Administrator" means the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "AID" means the Agency for International Development.

(c) "Consultant" means any especially well qualified person who is engaged on a temporary or intermittent basis to advise the Recipient and who is not an officer or employee of the Recipient who performs other duties for the Grantee.

(d) "AID Grant Officer" means the person executing this Agreement on behalf of the United States Government, and any other Government employee who is a properly designated AID Grant Officer, and the term includes, except as otherwise provided in this Agreement, the authorized representative of an AID Grant Officer acting within the limits of his authority.

(e) "Recipient Employee" means a person in the employ of the Recipient assigned to work under this Agreement.

(f) "Cooperating Country or Countries" means the foreign country or countries in or for which assistance is to be provided hereunder.

(g) "Cooperating Government" means the government of the Cooperating Country.

(h) "Economy Class" air travel (also known as jet economy, air coach, tourist class, etc.) means a class of air travel which is less than first class.

(i) "Recipient" means the institution entering into this Agreement with the Government.

(j) "Government" means the United States Government.

(k) "Mission" means the United States Mission to, or principal AID office in, the Cooperating Country.

(l) "Mission Director" means the principal AID officer of the Mission in the Cooperating Country, or his designated representative.

(m) "OMB Circular No. A-110" means the Office of Management and Budget Circular entitled Grants and Agreements With Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: Uniform Administrative Requirements (41 CFR 32016, July 30, 1976), including any amendments thereto.

(n) "41 CFR 1-15.2" means the cost principles set out in Subpart 1-15.2 of the Federal Procurement Regulations.

(o) "Handbook 13" means AID Handbook 13, entitled Grants

(p) "Assistance Instruments" means either grants or cooperative agreements.

(q) "Subrecipient" means any organization other than the Recipient undertaking by subagreement hereunder program or project activities in fulfillment of the purposes or objectives of this Agreement.

(r) "AID Project Officer" means a designated representative of the cognizant AID Scientific/Technical Office named on the Cover Page.

2. ALLOWABLE COSTS AND CONTRIBUTIONS

(a) Allowable costs under this Agreement shall be limited to those costs which are reasonable, allocable, and allowable in accordance with the terms of (1) this Agreement, (2) any negotiated advance understanding on particular cost items, and (3) 41 CFR 1-15.2, in effect on the date of this Agreement.

(b) With regard to the allowability of non-Federal cost sharing contributions under this Agreement, Attachment E, "Cost Sharing and Matching", to OMB Circular No. A-110 (as set out in paragraph 1K of Handbook 13) shall also apply.

3. ACCOUNTING, AUDIT, AND RECORDS

(a) The Recipient shall maintain a financial management system in accordance with the requirements set forth in OMB Circular A-110 (as implemented in Paragraph 1L of Handbook 13). A copy of reports of audits resulting from this system as they concern this Agreement will be furnished to the Grant Officer.

(b) The AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 16, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the Recipient's books and records to determine whether the Recipient has expended AID's funds in accordance with the terms and conditions of this Agreement. The Recipient agrees both to make available any further information requested by AID with respect to any questions arising as a result of the audit and to include the requirements of this provision in any subordinate agreement, including subgrants, entered into with a U.S. institution.

4. NEGOTIATED OVERHEAD RATES - NON-EDUCATIONAL INSTITUTIONS

(This provision is applicable to non-educational institutions which do not have an acceptable indirect cost system).

(a) Pursuant to this provision, an overhead rate(s) shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable costs shall be at the rate(s), on the base(s), and for the period(s), shown in the

Schedule to this Grant.

(b) The Grantee, as soon as possible but not later than ninety (90) days after the close of its accounting periods during the term of this Grant, shall submit to the AID Grant Officer with copies to the Office of Contract Management, AID, Washington, D.C. 20523 and to the Office of the Auditor General, AID, Washington, D.C., proposed final rate(s) for the period, together with supporting cost data. Negotiation of the final overhead rates by the Grantee and the AID Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with 41 CFR 15.2 as in effect on the date of this Grant.

(d) The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such Grant shall specify (1) the agreed final rate(s), (2) the base(s) to which the rate(s) applies, and (3) the period(s) for which the rate(s) applies. The overhead rate agreement shall not change any monetary ceilings, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(e) Pending establishment of the final overhead rate(s) for any period, the Grantee shall be reimbursed either at a negotiated provisional rate(s) as provided above or at billing rate(s) acceptable to the AID Grant Officer, subject to appropriate adjustment when the final rate(s) for that period is established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rate(s) provided for in this provision shall be set forth in a modification to this Grant.

5. SALARIES

All salaries, wages, fees, and stipends, which will be reimbursable by AID under this Agreement, shall be in accordance with both the Recipient's usual policy and practice and 41 CFR 1-15.2. To the extent that the Recipient's policy and practice conflict with 41 CFR 1-15.2, the latter shall prevail, unless the Schedule of this Agreement expressly provides otherwise.

Salaries and wages paid to Cooperating Country and Third Country Nationals may not, without specific written approval

of the Grant Officer, exceed either the Recipient's established policy and practice, or the level of salaries paid to equivalent personnel by the AID Mission in the Cooperating Country as determined by AID, paid to personnel of equivalent technical competence.

The compensation, leave and holidays, allowances and differentials, travel and transportation, and shipment of effects for Cooperating Country Nationals and Third Country National employees will be subject to AID's policy as set forth in Manual Order 1423.7.

6. TRAVEL AND TRANSPORTATION

(This provision is applicable when air travel or air shipment (both domestic and international) costs are reimbursable by AID under this Agreement.)

(a) Allowable costs of travel under this Agreement shall be in accordance with both the policy and practice of the Recipient and 41 CFR 1-15.2. To the extent the Recipient's policy and practice conflict with 41 CFR 1-15.2, the latter shall prevail unless the Schedule of this Agreement provides otherwise.

(b) The AID Grant Officer hereby approves international travel hereunder provided that the Recipient shall obtain written concurrence from the cognizant AID Project Officer prior to sending any individual outside the United States to perform work under this Agreement. For this purpose the Recipient shall advise the AID Project Officer at least 30 days in advance of any travel to be undertaken outside the United States. After concurrence is received the Recipient shall provide the cognizant Mission or U.S. Embassy advance notification (with a copy to the AID Project Officer) of the arrival date and flight identification of AID financed travellers.

(c) 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 Recipient after receipt of advice of intent to travel required above. AID will issue a Government Transportation Request (GTR) which the Recipient 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 Agreement.

(d) All international air travel and all international air shipments under this Agreement shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations, provided that the Recipient certifies to the facts in the voucher and other documents

retained as part of the Agreement records required by Standard Provision 3 above:

(1) where the traveler, while enroute, has to wait 6 hours or more to transfer to a U.S. flag air carrier to proceed to the intended destination, or

(2) where a flight by a U.S. flag air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc. and no other flight by a U.S. flag air carrier is available during the 6 hour period, or

(3) where by itself or in combination with other U.S. flag or non-U.S. flag air carriers (if U.S. flag air carriers are "unavailable") it takes 12 hours or longer from the original airport to the destination airport to accomplish the Recipient's program than would service by a non-U.S. flag air carrier or carriers, or

(4) when the elapsed travel time on a scheduled flight from origin to destination airports by non-U.S. flag air carrier(s) is 3 hours or less, and services by U.S. flag air carrier(s) would involve twice such travel time.

NOTE Where U.S. Government funds are used to reimburse Recipient's use of other than U.S. flag air carriers for international transportation, the Recipient will include a certification on vouchers involving such transportation which is essentially as follows.

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS
I hereby certify that the transportation service for personnel (and their personal effects) or property by U.S. flag air carriers was unavailable for the following reason(s): (State appropriate reason(s) as set forth above, see 41 CFR 1-1.323-3 for further guidance).

(e) Travel allowances shall be reimbursed in accordance with 41 CFR 1-15.2 and the regulations contained in AID Handbook 22 entitled "Travel and Transportation", however, if the Recipient's domestic and international travel allowance policies and procedures have been reviewed and approved by AID or another Federal department or agency pursuant to the applicable Federal cost principles, the Recipient may use its travel allowance system in lieu of that in Handbook 22 after it has furnished the AID Grant Officer with a copy of such approval. For travel outside the conterminous United States, reimbursement for each per diem locality will be the average cost of lodging rounded to the next whole dollar plus 50 percent of the maximum locality rate. Total reimbursement shall not exceed the maximum per diem for each locality,

unless specific approval is given in advance for actual expenses. Maximum locality rates shall be those established by the Department of Defense for non-foreign areas and by the Department of State for foreign areas. When staff house or other free or low cost facilities are used, the reduced rates indicated by footnote 1 on the per diem supplement (section 925) to the Standardized Regulations (Government Civilians, Foreign Areas) will be used directly as per diem. These low rates have already been computed on a basis similar to lodging plus, and no further computation is necessary.

(f) Fifty percent of all international ocean shipment made by the Recipient, 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 Recipient may request a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, giving the basis for the request.

(i) When the AID Transportation Support Division makes and issues a determination to the Recipient that U.S. flag vessels are not available, the ocean shipment costs on foreign flag vessels, as named in the determination, will be eligible for reimbursement under the Agreement. In all instances Recipient vouchers submitted for reimbursement under the Agreement which include ocean shipment costs will include a certification essentially as follows "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bill(s) of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement, and indicate the applicable A.I.D. Agreement Number."

(ii) Shipments by voluntary non-profit relief agencies (i.e., PVOs) shall be governed by paragraphs (a) and (b) above and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Non-Profit Relief Agencies" (22 CFR 202).

7. 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 Agreement does not exceed \$250,000.)

(a) Ineligible Goods and Services

Under no circumstances shall the Recipient use AID funds to procure any of the following under this Agreement:

- (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, Chapter 4D.)

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

(b) Restricted Goods

The Recipient shall not use AID funds to 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 AID 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.

(In addition to the foregoing rule regarding source, to be eligible for procurement with AID funds, the above commodities must meet the requirements contained in AID Handbook 1, Supplement B, Chapter 4C.)

If AID determines that the Recipient has procured any of the restricted goods specified above under this Agreement from non-U.S. sources without the prior written authorization of the AID Grant Officer and has received reimbursement from AID for such purpose, the Recipient agrees to refund to AID the entire amount of such reimbursement.

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the AID Grant Officer under paragraph 7(b) above, all other goods (e.g., equipment, materials and supplies) and services, the costs of which are to be reimbursed under this Agreement by AID 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 Recipient uses AID funds to procure goods and services from other than U.S. sources under the order of preference in 7(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 Recipient's documentation.

- (1) the procurement was of an emergency nature, which would not allow the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. sources exceeded by 50% 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 this Agreement.

(e) The Recipient's Procurement System

(1) The Recipient 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 O of OMB Circular No. A-110 (as set forth in paragraphs 1U.3 and 1U.4 of Handbook 13).

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

(f) Procurement Systems - Subrecipients

(1) U.S. subrecipients may use their own procurement policies and procedures provided the Recipient determines that they comply with the intent of paragraph 3 and the requirements of paragraph 4 of Attachment 0 to OMB Circular A-110 (as set forth in paragraphs 1U.3 and 1U.4 of Handbook 13).

(2) Non-U.S. subrecipients, who are located abroad and who do not perform in the U.S. under this Agreement, may use their own procurement policies and procedures provided that the Recipient determines that they comply with the intent of paragraph 3 of Attachment 0 to FMC Circular No. 72-8 (as set forth in paragraph 1U.3 of Handbook 13); Paragraph 4 of Attachment 0 to OMB Circular No. A-110 (as set forth in paragraph 1U.4 of Handbook 13) does not apply to such non-U.S. institutions.

(g) Small Business

To permit AID, in accordance with the small business provision 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 Agreement, the Recipient 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.

(h) Ineligible Suppliers

AID funds provided under this Agreement 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 (22 CFR 208). The Recipient agrees to review said List prior to undertaking any procurement the cost of which is to be reimbursable by AID under this Agreement. AID will provide the Recipient with this list.

8. REFUNDS

(a) If use of AID funds results in accrual of interest to the Recipient or to any other person or entity to whom Recipient makes such funds available in carrying out the purposes of this Agreement, the Recipient shall refund to AID an amount equivalent to the amount of interest accrued.

(b) Funds obligated hereunder but not disbursed to the Recipient at the time this Agreement expires or is terminated, shall revert to AID, except for funds encumbered by the Recipient by a legally binding transaction applicable to this Agreement. Any funds disbursed to but not expended by the Recipient at the time of expiration or termination of this Agreement shall be refunded to AID.

(c) If, at any time, during the life of this Agreement, it is determined by AID that funds provided under this Agreement have been expended for purposes not in accordance with the terms of this Agreement, the Recipient shall refund such amounts to AID.

9A. PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(This provision is applicable when the total advances under all the Recipient's cost-reimbursement contracts and assistance instruments with AID exceed \$20,000 per annum and AID has, or expects to have a continuing relationship with the Recipient of at least one year.)

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as an "FRLC") in the amount of this Agreement against which the Recipient may present payment vouchers (i.e., Form TFS 5401). The payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$5,000 or more than \$5,000,000. Since the FRLC method enables the Recipient to obtain funds from the U.S. Treasury concurrently with and as frequently as disbursements are made by the Recipient, there need be no

time lag between disbursements by the Recipient and drawdowns from the U.S. Treasury by FRLC. Therefore, there is no necessity for the Recipient to maintain balances of Federal cash other than small balances.

(b) In no event shall the accumulated total of all such payment vouchers exceed the amount of the FRLC.

(c) If at any time, the AID Controller determines that the Recipient has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, the AID Controller shall advise the AID Grant Officer who may: (1) cause the FRLC to be suspended or revoked, (2) direct the Recipient to withhold submission of payment vouchers until such time as, in the judgment of the AID Controller, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Agreement, and/or (3) request the Recipient to repay to AID the amount of such excess. Upon receipt of the AID Grant Officer's request for repayment of excess advance payments, the Recipient shall promptly contact the AID Controller to make suitable arrangements for the repayment of such excess funds. Advances made by primary Recipients (those which receive payments directly from the Government) to secondary Recipients shall conform to the same standards applicable to advances made by the Government to the primary Grantee.

(d) Procedure for Recipient.

(1) After arranging with a commercial bank of its choice for operation under the FRLC and obtaining the name and address of the Federal Reserve Bank or branch serving its commercial bank, the Recipient shall deliver to the AID Controller 3 originals of Standard Form 1194, Authorized Signature Card for Payment Vouchers on Letters of Credit, signed by those official(s) authorized to sign payment vouchers against the FRLC and by an official of the Recipient who has authorized them to sign.

(2) The Recipient shall subsequently receive one certified copy of the FRLC.

(3) The Recipient shall confirm with its commercial bank that the FRLC has been opened and is available when funds are needed.

(4) To receive payment, the Recipient shall:

(A) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TFS 5401) in an original and three copies.

(B) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(C) Present the original, duplicate and triplicate copy of the Form TFS 5401 to its commercial bank.

(D) Retain the quadruplicate copy of the voucher.

(5) After the first payment voucher (Form TFS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.

(6) In preparing the payment voucher, the Recipient assigns a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the FRLC.

(7) A report of expenditures (i.e., SF 269, Financial Status Report) shall be prepared and submitted not less than quarterly within 30 days of the end of the period to the AID Controller, AID, Washington, D.C. 20523. This SF 269 Report, submitted with Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, shall be in an original and 2 copies.

(8) The SF 269 report is reviewed against this Agreement's provisions, and any improper disbursement is disallowed. The Recipient is notified of the reason for the disallowance and is directed to adjust the next periodic report of expenditures to reflect the disallowance and to reduce its next payment voucher against the FRLC by the amount of the disallowance.

(9) In addition to the submission of the SF 269 and the SF 1034, the Recipient shall submit an original and 2 copies of SF 272, Federal Cash Transaction Report, as follows:

(A) For advances totaling less than \$1 million per year, the Recipient shall submit the SF 272 within 15 working days after the end of the reporting quarter.

(B) For advances totaling more than \$1 million per year, the Recipient shall submit the SF 272 within 15 working days after the end of each month, and

(C) The Recipient's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.

(e) Refund of Excess Funds.

(1) If all costs have been settled under the Agreement and the Recipient fails to comply with the AID Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or assistance instruments held with the Recipient, to withhold reimbursements due to the Recipient in the amount of the excess being held by the Recipient.

(2) If the Recipient is still holding excess FRLC funds on a contract or an assistance instrument under which work has been completed or terminated but all costs have not been settled, the Recipient agrees to:

(A) Provide within 30 days after requested to do so by the AID Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the

Recipient. (The AID Grant Officer will assume no costs are in dispute if the Recipient fails to reply within 30 days.)

(B) Upon written request of the AID Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Recipient's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under this Agreement, and

(C) If the Recipient fails to comply with the AID Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or assistance instruments held with the Recipient, to withhold payment of FRLC or other advances and/or withhold reimbursements due the Recipient in the amount of the excess being held by the Recipient.

9B. PAYMENT - PERIODIC ADVANCE

(This provision is applicable when total advances under all the Recipient's cost-reimbursement contracts and assistance instruments with AID do not exceed \$120,000 per annum or if total advances aggregate more than \$120,000 per annum but there is not a continuing relationship of at least one year.)

(a) Each month (or quarter, if the Recipient is on a quarterly basis) after the initial advance, the Recipient shall submit to the AID Controller an original and 2 copies of SF 272, Federal Cash Transaction Report, as follows:

(1) The Recipient shall submit the SF 272 within 15 working days after the end of the reporting period, and

(2) The Recipient's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.

(b) Along with each SF 272 submission, the Recipient shall submit an original and 3 copies of SF 1034, Public Voucher for Purchases and Services Other Than Personal, each voucher shall be identified by this Agreement number and shall state the total actual expenditures for the reporting period.

(c) Each quarterly voucher (i.e., SF 1034) or third monthly voucher, if the Recipient is on a monthly basis, shall also be supported by an original and 2 copies of an SF 269, Financial Status Report. The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034 and the SF 272; however, the SF 269 shall cover the same period as the SF 1034(s) and the SF 272(s).

(d) Refund of Excess Funds.

(1) If all costs have been settled under this Agreement

and the Recipient fails to comply with the AID Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or assistance instruments held with the Recipient, to withhold reimbursements due to the Recipient in the amount of the excess being held by the Recipient.

(2) If the Recipient is still holding excess advance funds on a contract or assistance instrument under which the work has been completed or terminated but all costs have not been settled, the Recipient agrees to,

(A) Provide within 30 days after requested to do so by the AID Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Recipient. (The AID Grant Officer will assume no costs are in dispute if the Recipient fails to reply within 30 days.)

(B) Upon written request of the AID Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Recipient's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under this Grant, and

(C) If the Recipient fails to comply with the AID Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or assistance instruments held with the Recipient, to withhold payment of other advances and/or withhold reimbursements due the Recipient in the amount of the excess being held by the Recipient.

10. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded Agreements.)

(a) It is estimated that the cost to AID for the performance of this Agreement will not exceed the estimated cost specified in the Schedule as being the estimated cost to AID for this Agreement, and the Recipient agrees to use its best efforts to carry out the program specified in the Schedule and all obligations under this Agreement within such estimated cost.

(b) The amount of AID funds presently available for payment and allotted to this Agreement, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Agreement up to the full estimated cost to AID set forth in the Schedule. The Recipient agrees to carry out, or have carried out, the

program under this Agreement up to the point at which the total amount paid and payable by AID pursuant to the terms of this Agreement approximates but does not exceed the total amount actually allotted to this Agreement.

(c) (1) If, at any time, the Recipient has reason to believe that the costs which it expects to incur in carrying out the program of this Agreement in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount of AID funds then allotted to this Agreement, the Recipient shall notify the AID Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue the program for the period set forth in the Schedule. (2) Sixty days prior to the end of the period specified in the Schedule, the Recipient will advise the AID Grant Officer in writing as to the estimated amount of additional AID funds, if any, that will be required for the timely carrying out of the program under this Agreement or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. (3) If, after notification, pursuant to (c)(1) or (c)(2), above additional AID funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the AID Grant Officer will, upon written request by the Recipient, terminate this Agreement pursuant to the provisions of the TERMINATION provision on such date. If the Recipient, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligation hereunder for a period extending beyond such date, it shall specify the later date in its request and the AID Grant Officer, in his discretion, may terminate this Agreement on that later date.

(d) Except as required by other provisions of this Agreement, specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Recipient for costs incurred in excess of the total amount of AID funds from time to time allotted to this Agreement, and the Recipient shall not be obligated to continue carrying out the program under this Agreement (including actions under the TERMINATION provision) or otherwise to incur costs in excess of the amount of AID funds allotted to this Agreement, unless and until the AID Grant Officer has notified the Recipient in writing that such allotted amount of AID funds has been increased and has specified in such notice an increased amount constituting the total amount then allotted to this Agreement. To the extent the amount of AID funds allotted exceeds the estimated cost to AID set forth in the Schedule, such estimated cost to AID shall be correspondingly increased. No notice, communication

or representation in any other form or from any person other than the AID Grant Officer shall affect the amount allotted to this Agreement. In the absence of the specified notice, AID shall not be obligated to reimburse the Recipient for any costs in excess of the total amount of AID funds then allotted to this Agreement, whether those excess costs were incurred during the course of this Agreement or as result of termination. When and to the extent that the amount of AID funds allotted to this Agreement has been increased, any costs incurred by the Recipient in excess of the amount of AID funds previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount of AID funds allotted, unless the AID Grant Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

11. USE OF FOREIGN CURRENCY

(a) Whenever the Recipient has a need to convert U.S. dollars into local currencies, such conversion shall be made through the U.S. Disbursing Officer. If the Disbursing Officer is unable to effect such conversion, the Recipient is free to use the facilities of any accredited financial institution.

(b) All expenditures of the Recipient in excess or near-excess currency countries, including per diem (subsistence) expenses, which will be reimbursable by AID under this Agreement, shall be funded from U.S. owned foreign currencies, unless otherwise authorized in writing by the AID Grant Officer .

12. AGREEMENT AMENDMENTS

This Agreement may be amended by formal written modifications to the basic document. Amendments may be proposed by either party to this Agreement; however, they must be acceptable to both parties before they become effective and binding.

13. DISPUTES

(a) Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the AID Grant Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The decision of the AID Grant

Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Recipient mails or otherwise furnishes to the AID Grant Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this provision, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

(b) This DISPUTES provision does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above, provided that nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

14. TERMINATION

(a) For Cause. This Agreement may be terminated for cause at any time, in whole or in part, by the AID Grant Officer upon written notice to the Recipient, whenever it is determined that the Recipient has failed to comply with the conditions of the grant.

(b) For Convenience. This Agreement may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of this Agreement would not produce beneficial results commensurate with the further expenditures of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the AID Grant Officer to the Recipient.

(c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Recipient shall forthwith take immediate action to minimize all expenditures and obligations financed by this Agreement, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Recipient shall, within 30 calendar days after the effective date of such termination, repay to the Government all unexpended portions of funds theretofore paid by the Government to the Recipient

which are not otherwise obligated by a legally binding transaction applicable to this Agreement. Should the funds paid by the Government to the Recipient prior to the effective date of the termination of this Agreement, be insufficient to cover the Recipient's obligations pursuant to the aforementioned legally binding transactions, the Recipient may submit to the Government within 90 calendar days after the effective date of such termination, a written claim covering such obligations, and subject to the limitations contained in this Agreement, the AID Grant Officer shall determine the amount or amounts to be paid by the Government to the Recipient under such claim in accordance with the applicable Federal cost principles.

15. SUBORDINATE AGREEMENTS

The placement of subordinate agreements (e.g., leases, options, agreements, or contracts) with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the AID Grant Officer if they will be funded by AID hereunder, unless the Recipient's procurement system has been reviewed and approved pursuant to the appropriate section(s) of Paragraph 10 of Chapter 1, Handbook 13. In no event shall any such subordinate agreement 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 Agreement.

16. PUBLICATIONS

(This provision is applicable to any agreement which produces any book, publication, or other copyrightable material.)

(a) If it is the Recipient's intention to identify AID's contribution to any publication resulting from this Agreement, the Recipient shall consult AID on the nature of the acknowledgement prior to publication.

(b) The Recipient shall provide the AID Project Manager with one copy of all published works developed under this Agreement. The Recipient shall provide the AID Project Manager with lists of other written work produced under this Agreement.

(c) In the event these Agreement 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 this Agreement.

(d) The Recipient is permitted to secure copyright to any publication produced or composed under this Agreement in accordance with paragraph 178.b. of Chapter 1, Handbook 13; Provided, that the Recipient agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to authorize others to use the work for Government purposes.

17. PATENTS

(This provision is applicable to any Agreement which produces patentable items, patent rights, processes or inventions.)

(a) The Recipient agrees to notify the AID Grant Officer in writing of any invention or discovery conceived or first actually reduced to practice in the course of or under this Agreement. The AID Grant Officer will determine the patent rights to be afforded the Recipient in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16889) and paragraph 178.a. of Chapter 1, Handbook 13.

(b) Nothing contained in this provision shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

18. INELIGIBLE COUNTRIES

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

19. EQUAL OPPORTUNITY IN EMPLOYMENT

(This provision is applicable to all Recipients, subrecipients and contractors under this Agreement who either perform work in the United States or who recruit personnel in the United States to do work abroad.)

(a) With respect to the employment of persons in the U.S. under this Agreement, the Recipient 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 Agreement 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 Recipient 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 Recipient 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 Agreement 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.

20. U.S. OFFICIALS NOT TO BENEFIT

No member of or delegate to the U.S. Congress or resident U.S. commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement, if made with a corporation for its general benefit.

21. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 Recipient for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this Agreement without liability, or in its discretion, to deduct from the Agreement an amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

22. NONLIABILITY

AID assumes no liability with respect to any third party for any claims for damages arising out of the program supported by this Agreement.

23. TITLE TO, USE, AND CARE OF PROPERTY

(a) The term "property" as used in this provision shall mean Recipient purchased property the cost of which is reimbursed by AID under this Agreement. The term "non-expendable property" means property which is complete in itself; does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more.

(b) The Schedule of this Agreement shall specify (or the AID Grant Officer may direct) that title to specific property shall be vested in the Recipient, or in the Cooperating Country. When title is to be vested in the Recipient, paragraph (c) of this provision is applicable. When title is to be vested in the Cooperating Country, paragraph (d) of this provision is applicable. If specific direction regarding placement of title is not provided either in the Schedule of this Agreement, or by the AID Grant Officer, then title shall be vested in the Recipient, and paragraph (c) of this provision is applicable.

(c) Recipient Titled Property.

(1) The Recipient shall not charge for any depreciation, amortization, or use of property, title to which remains in the Recipient under this Agreement, or any other U.S. Government agreement, subagreement, contract, or subcontract.

(2) The Recipient agrees to use and maintain the property for the purpose of this Agreement in accordance with the requirements of paragraph 1T of Chapter 1, Handbook 13.

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

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

(ii) To transfer title to any such items in accordance with any written request therefor issued by the AID Grant Officer at any time prior to final payment under this Agreement.

(d) Cooperating Country Titled Property.

(1) Property titled to the Cooperating Country shall be under the custody and control of the Recipient until the owner of title directs, otherwise, or completion of work under this Agreement, or its termination, at which time custody and

control shall be turned over to the owner of title, or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(2) The Recipient shall prepare and establish a program to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of the Cooperating Country titled property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The Recipient shall be guided by the requirements of paragraph 1T of Chapter 1, Handbook 13.

(3) Within 90 days after completion of this Agreement, or at such other date as may be fixed by the AID Grant Officer, the Recipient shall submit an inventory schedule covering all items of property under its custody, title to which is in the Cooperating Country or public or private agency designated by the Cooperating Country, which have not been consumed in the performance of this Agreement. The Recipient shall also indicate what disposition has been made of such property.

24. AUDIT AND RECORDS - NON-U.S. SUBRECIPIENTS

(1) The Recipient shall require non U.S. subrecipients (see paragraph L3, Chapter 1 of Handbook 13) to maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly that funds provided by the Recipient were expended exclusively for the purposes of the subordinate agreement. Such records shall be maintained for three years following the expiration of the subordinate agreement.

(2) The Recipient shall ensure that, after each twelve months of a subordinate agreement with a non-U.S. institution, an audit is conducted on the subrecipient's records by an independent public accountant with a national certification similar or equivalent to a certified public accountant. If the Recipient determines that an audit is not possible or feasible it shall submit to the AID Grant Officer the reasons why such an audit is not possible or feasible, and present for the approval of the AID Grant Officer, alternatives which will achieve the objectives, set forth in this provision. The Recipient shall include in each subordinate agreement hereunder, a provision by which the Recipient asserts the right to audit if the independent audit does not take place or is unacceptable. The subordinate agreement shall also require that the subrecipient shall make available any further information as requested by the Recipient with respect to questions concerning the audit. The report of independent audit shall be submitted to the

Recipient and retained by it in accordance with the standard provision entitled ACCOUNTING, AUDIT AND RECORDS.

(3) The purpose of the independent audit shall be to determine the propriety and necessity of the subrecipient's expenditures in terms of the purposes for which the funds were made available, and the adequacy of the subrecipient's financial management. Notwithstanding the requirement for an independent audit, the AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph I6, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the subrecipient's books and records to determine whether the subrecipient has expended AID's funds in accordance with the terms of this Agreement. The terms of this Provision are applicable only to subordinate agreements with non-U.S. institutions.

25. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

(This provision is applicable only to the Recipient's U.S. or third country national employees; it is not applicable to the Recipient's cooperating country national employees.)

(a) The Recipient'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.

(b) The sale of personal property or automobiles by Recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission, except as this may conflict with host government regulations.

(c) Other than work to be performed under this Agreement for which an employee or consultant is assigned by the Recipient, no regular or short term employee or consultant of the Recipient 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, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

(d) The Recipient'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.

(e) In the event the conduct of any Recipient employee is not in accordance with the preceding paragraphs, the Recipient's chief of party shall consult with the Mission Director and the employee involved and shall recommend to the Recipient a course of action with regard to such employee.

(f) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Agreement of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

26. NOTICES

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: AID Grant Officer;

TO THE: Recipient at Recipient's address shown in this Agreement;
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 provision or on the effective date of the notice, whichever is later.