

PV-FAG 296

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20541

JAN 11 1982

December 22, 1981

Mr. Joseph C. Canizaro
President
The American-Italian Children's
Foundation
300 Poydras Street
New Orleans, Louisiana 70130

ENTERED
MAR 25 1982
STAT Section
Subject: Letter Amendment No. 3
to Grant AID/asha 140,
American Center for
Children in Rome

Dear Mr. Canizaro:

This letter amends Grant AID/asha 140 dated August 10, 1977, to extend the expiration date. This grant is amended as follows:

Cover Page - In the second paragraph, delete the date "December 31, 1981" and insert in its place "March 31, 1982 "

Except as expressly herein amended, said grant is continued in full force and effect in accordance with its terms and conditions.

Please indicate your acceptance of this amendment by signing the original and all copies and returning the original and five copies to this office.

Sincerely yours,



David A Santos
Director, Office of American
Schools and Hospitals Abroad

ACCEPTED

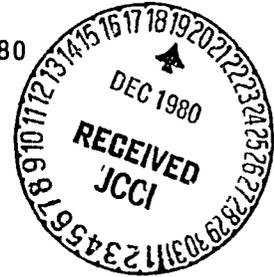
The American-Italian Children's
Foundation

By Joseph Canizaro
Title Pres

177 3/1/81
JAN 13 1981
UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

December 5, 1980

JAN 13 11 49 AM '81
RECEIVED
CONTRACT SERVICES
DIVISION
Mr Joseph C Canizaro
President
The American-Italian Children's Foundation
300 Poydras Street
New Orleans, Louisiana 70130



Subject Letter Amendment No 2 to
Grant AID/asha 140, American
Center for Children in Rome

Dear Mr Canizaro

This letter amends Grant AID/asha 140 dated August 10, 1977, to provide for the disbursement of periodic advances instead of the advance funding and replenishment procedure presently provided for in the grant, to revise the quarterly expense report format and to extend the expiration date. The grant is amended as follows:

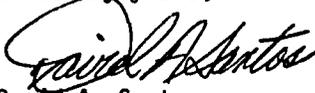
Cover Page - In the first paragraph, delete the phrase "5(b) Disbursement Procedures, Advance Funding and Replenishment", and insert in lieu thereof "5(b) Disbursement Procedures for Periodic Advance Funding". Accordingly, the terms and conditions presently set forth in Appendix 5(b) should be deleted from the grant and replaced by those in the new Appendix 5(b). In addition, delete the terms and conditions set forth in Appendix 6 and replace with those in the revised Appendix 6. These new provisions are attached to this letter amendment and made part of the grant.

In the second paragraph of the Cover Page, delete the phrase "ending December 31, 1980" and insert in its place the phrase "ending December 31, 1981".

Except as expressly herein amended, said grant is continued in full force and effect in accordance with its terms and conditions.

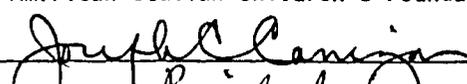
Please indicate your acceptance of this amendment by signing the original and all copies and returning the original and five copies to this office.

Sincerely yours,


David A Santos
Director, Office of American
Schools and Hospitals Abroad

ACCEPTED

The American-Italian Children's Foundation

By 
Title President

DISBURSEMENT PROCEDURES

Periodic or Prescheduled Advances

Prescheduled advances are intended for grant financed activities when costs cannot be met by grant recipients on a reimbursement for expenses basis, e g , construction and major equipment procurement projects

A Procedures for Requesting Disbursement

1 Upon request from the Grantee, A I.D. will make prescheduled advances to meet Grantee's cash disbursement needs for maximum periods of three months. However, Grantee's requests must reflect each month's requirements and funds will be disbursed to the Grantee on a monthly basis only.

2 To obtain such advances, the Grantee shall submit to A I D Standard Form 270, "Request for Advance or Reimbursement" (a sample copy of SF 270 is attached). An original and three copies of a properly completed SF 270 shall be submitted to the Office of Financial Management (OFM/PAD), Agency for International Development, Washington, D C , 20523. To ensure timely response, request should be received by A I D not later than the 10th working day of the month prior to the month for which an advance disbursement is requested.

3 Any reduction or increase in any month's requirements for which an advance of funds is requested shall be promptly called to A I D.'s attention by submission of a revised SF 270 clearly marked "REVISION"

4 In the event that funds disbursed to Grantee for any month exceed Grantee's requirements, funds in excess of requirements for that month shall be promptly refunded to A I D.

B Financial Reporting Requirements

Each quarter, and within 15 working-days after the end of the reporting period, the Grantee shall submit to the Office of Financial Management (FM/PAD; A I D., Washington, D. C , 20523) an original and 2 copies of SF 269 "Financial Status Report."

C. Special Bank Account

Until advance payments made hereunder are liquidated, the advance payment and all other payments under this grant shall be deposited by the Grantee in a Special Bank Account separate from the Grantee's general or other funds. A separate account number shall be assigned by the Grantee for operation of this grant, and all requests and disbursements shall be recorded thereunder by the Grantee in such manner that it will be possible to ascertain the nature of the withdrawal and the balance of the advance payment account at any time. The records thereof shall be preserved and be subject to inspection and audit in accordance with applicable provisions of this grant.

D Conversion of Dollars to Local Currency

Unless prohibited by Appendix A,* Grantee is authorized to convert United States dollars to local currency. Such conversions shall be made under arrangements approved in writing by a United States Disbursing Officer (U.S D.O.) at the A I D Mission, American Embassy, or Consulate in the country where Grantee's institution is located. Such conversions may be handled by the U S D O directly or through commercial banking channels depending on the circumstances in each country.

* If Grantee institution is located in an excess or near-excess country, Appendix A will prohibit conversion except through a U.S Disbursing Office

E Restriction on Interest

Interest earned on all or any part of the funds disbursed under this grant, whether dollars or dollars converted to local currency, shall be refunded to A I D. in dollars.

F Additional Documentation

A I D is authorized to require the submission of additional documentation necessary to support the authorized expenditures charged by the Grantee to this grant.

REQUEST FOR ADVANCE OR REIMBURSEMENT

Approved by Office of Management and Budget No 80-RO183 PAGE OF

PAGE!

(See instructions on back)

1 TYPE OF PAYMENT REQUESTED	a	\ one or both boxes	2 BASIS OF REQUEST
	<input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT		
	b	\ the applicable box	
	<input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL <input type="checkbox"/> ACCRUAL		

3 FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4 FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5 PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6 EMPLOYER IDENTIFICATION NUMBER

7 RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8 PERIOD COVERED BY THIS REQUEST

FROM (month day year) TO (month day year)

9 RECIPIENT ORGANIZATION

10 PAYEE (Where check is to be made is different than item 9)

Name

Name

Number and Street

Number and Street

City State and ZIP Code

City State and ZIP Code

11 COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a Total program outlays to date (As of date)	\$	\$	\$	\$
b Less Cumulative program income				
c Net program outlays (Line a minus line b)				
d Estimated net cash outlays for advance period				
e Total (Sum of lines c & d)				
f Non Federal share of amount on line e				
g Federal share of amount on line e				
h Federal payment previously requested				
i Federal share now requested (Line g minus line h)				
j Advances required by month when requested by Federal grantor agency for use in making pre scheduled advances	1st month			
	2nd month			
	3rd month			

12 ALTERNATE COMPUTATION FOR ADVANCES ONLY

a Estimated Federal cash outlays that will be made during period covered by the advance	\$
b Less Estimated balance of Federal cash on hand as of beginning of advance period	
c Amount requested (Line a minus line b)	\$

13 CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	
	TELEPHONE	Area Code
		Extension

6X

This space for agency use

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11c, 11e, 11f, 11g, 11i, 12 and 13 are self explanatory, specific instructions for other items are as follows

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		use as many additional forms as needed and indicate page number in space provided in upper right, however, the summary totals of all programs, functions or activities should be shown in the 'total' column on the first page.
4	Enter the Federal grant number or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A then show the aggregate amounts. On a separate sheet list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in 'as of date' the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlay to date (net of refunds, rebates, and discounts) in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contractors, subgrantees, and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c), is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed,		

7

ADMINISTRATIVE AND OTHER PROVISIONS

A Reports to Office of American Schools and Hospitals Abroad

As a condition of accepting this grant, Grantee agrees to keep the Office of American Schools and Hospitals Abroad (ASHA) informed of its activities toward accomplishing the purposes of this grant as well as its successes and problems as an American founded or sponsored institution overseas. To this end, Grantee agrees, pursuant to the provisions set forth below, to submit to ASHA

- quarterly reports of grant expenditures,
- quarterly progress reports on capital improvements, and
- an annual institutional report.

Grantee should bear in mind that failure to submit the reports enumerated above could lead to suspension of disbursement of funds by A I D

1 Quarterly Report of Grant Expenditures*

Grantee shall submit to ASHA a quarterly report of grant expenditures as illustrated in the attached format, (See Attachment A) Two copies of this report shall be submitted within 15 days following the end of each quarter of the calendar year, until the (1) expiration date of the grant, (2) total expenditure of grant funds, (3) completion of the purpose of the grant, or (4) termination of the grant, whichever is earliest. This report is separate from and additional to expenditure reports submitted with disbursement vouchers prepared pursuant to the Disbursement Provisions of this grant.

2. Quarterly Progress Report on Capital Improvements

If the Special Provisions of this Grant (Appendix A) provide

* Standard Form 269 acceptable for submission of Quarterly Report which is due even if no grant disbursements were made during the quarter

funding for construction, commodity procurement or other capital improvements, Grantee shall submit two copies of a progress report within 15 days following the end of each quarter of the calendar year. The reports should include the following information and may be consolidated into one quarterly report, as applicable:

a) Construction Progress

The status of planning, contracting, construction, and related procurement by a fixed or unit price contractor should be reported in full. Each report should show the percentage of completion of each major segment of work, e.g. final architectural-engineering planning, excavation, structural work, mechanical work, electrical work, etc., and should indicate how the rate of work compares with the progress schedule adopted at the inception of the project. The progress schedule should be included in each report, along with any revisions made in the schedule and the reasons for such revisions. As applicable, one or more photographs should be included showing the work in progress. The report should include a statement of utilization of funds for the project and should separately identify both grant funds and any other funds financing the project, as applicable. The report should inform ASHA of any current or potential problems affecting the character and progress of the work and steps taken, or which are to be taken, to resolve them.

b) Commodity Procurement

Commodity procurement undertaken during the reporting period by the Grantee or Grantee's procurement agent, excluding procurement undertaken by a fixed or unit price construction contractor, should be reported as follows:

- 3 -

<u>Description and Amount of Commodities Procured</u>	<u>Price</u>	<u>Number of Quotations/ Bids*</u>	<u>Lowest Price (yes, no)</u>	<u>Place of Purchase (U S , local country)</u>
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* Indicate any proprietary procurement with a "P" (See the grant provisions relating to Procurement of Commodities for information regarding proprietary procurement)

3 Annual Institutional Report

Grantee shall submit an Annual Institutional Report informing ASHA of significant activities, accomplishments, problems, plans for the future, and the contribution this grant is making to Grantee educational and/or medical endeavors. The report should cover the goals of the institution as well as the assumption on which the goals are based, changes, improvements or setbacks in the academic or medical programs, local and international developments or trends affecting operations, administration; staffing; budget and finance. Three copies of the report should be submitted to ASHA for each 12 month period, covered in whole or part by the term of the grant, at such times as is most relevant in terms of Grantee's academic-or fiscal year.

B Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principles covering financial details applicable to this grant. A.I.D. and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of

account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by A.I.D.

C Reimbursement to A I D.

a) -In the case of any disbursement which is not supported by valid documentation in accordance with this agreement, or which is not made or used in accordance with this agreement, or which was for goods or services not used in accordance with this agreement, A I D , notwithstanding the availability or exercise of any other remedies under this agreement, may require the Grantee to refund the amount of such disbursement in U S Dollars to A I.D within sixty (60) days after receipt of a request therefor

b) If the failure of Grantee to comply with any of its obligations under this agreement has the result that goods or services financed under the grant are not used effectively in accordance with this agreement, A I D may require the Grantee to refund all or any part of the amount of the disbursements under this agreement for such goods or services in U-S. Dollars to A I D. within sixty days after receipt of a request therefor.

c) The right under subsection (a) or (b) to require a refund of a disbursement will continue, notwithstanding any other provision of this agreement, for three years from the date of the last disbursement under this agreement

d) (1) Any refund under subsection (a) or (b), or (2) any refund to A I D from a contractor, supplier, bank or other

third party with respect to goods or services financed under the grant, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (A) be made available first for the cost of goods and services required for the project, to the extent justified, and (B) the remainder, if any, will be applied to reduce the amount of the grant.

D Non-Liability

A I D disclaims all liability with respect to any claims arising out of or connected with activities supported by this grant

E Equal Opportunity

Grantee's employment practices with regard to U.S. nationals shall provide equality of opportunity without regard to race, religion, sex, color or national origin. Further, in the carrying out of its educational and/or medical program, Grantee agrees that no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be otherwise subject to discrimination

The above shall not be construed to require enrollment of students of both sexes at an educational institution enrolling boys or girls only

F Covenant Against Contingent Fees

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this grant upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, A.I.D. 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.

G Officials Not to Benefit

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.

H Termination

A I D may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has made in accordance with the provisions of this grant. Grantee shall refund to A.I D any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A.I.D within ninety (90) days after the termination of this grant. In addition, upon such termination A.I D. may, at A I.D 's expense, direct that title to goods financed under the grant be transferred to A I D. if the goods are from a source outside the country in which Grantee's institution is located, are in a deliverable state and have not been offloaded in ports of entry of the country in which Grantee's institution is located.

I Notices

Any notice given by any of the parties hereto shall be sufficient only if in writing and delivered to the following:

To A I D
Office of American Schools and Hospitals Abroad,
Agency for International Development
Washington, D C 20523

To Grantee

Name and address as set forth on the cover page of this grant, or such other address as either of the parties shall have designated by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later. All such communications will be in English, unless the parties otherwise agree in writing.

J Subordinate Agreements

The placement of subordinate agreements (e.g. leases, options, etc), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of A I D if they will be funded hereunder and if A I D so notifies the Grantee in writing that it desires to exercise this right. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this grant.

K Title to and Use of Property

(a) Title to all property financed under this grant shall vest in the Grantee or the beneficiary institution

(b) The Grantee agrees to use and maintain the property for the purpose of the grant in accordance with the requirement of this agreement, for the extent of its useful life, unless A I D shall agree otherwise in writing

FINANCIAL STATUS REPORT

(Follow instructions on the back)

1 FEDERAL AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH REPORT IS SUBMITTED	2 FEDERAL GRANT OR OTHER IDENTIFYING NUMBER	OMB Approved No 80-RO180	PAGE <input type="text"/> OF <input type="text"/>	PAGES
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3. RECIPIENT ORGANIZATION (Name and complete address including ZIP code)	4 EMPLOYER IDENTIFICATION NUMBER	5. RECIPIENT ACCOUNT NUMBER OR IDENTIFYING NUMBER	6. FINAL REPORT <input type="checkbox"/> YES <input type="checkbox"/> NO	7 BASIS <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
8. PROJECT/GRANT PERIOD (See instructions) FROM (Month day year) TO (Month day year)		9 PERIOD COVERED BY THIS REPORT FROM (Month day year) TO (Month day year)		

10 STATUS OF FUNDS							
PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	(d)	(e)	(f)	TOTAL (g)
a Net outlays previously reported	\$	\$	\$	\$	\$	\$	\$
b Total outlays this report period							
c Less Program income credits							
d Net outlays this report period (Line b minus line c)							
e Net outlays to date (Line a plus line d)							
f Less Non Federal share of outlays							
g Total Federal share of outlays (Line e minus line f)							
h Total unliquidated obligations							
i Less Non Federal share of unliquidated obligations shown on line h							
j Federal share of unliquidated obligations							
k Total Federal share of outlays and unliquidated obligations							
l Total cumulative amount of Federal funds authorized							
m Unobligated balance of Federal funds							

11 INDIRECT EXPENSE	a TYPE OF RATE (Place "X" in appropriate box) <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> PREDETERMINED <input type="checkbox"/> FINAL <input type="checkbox"/> FIXED			
	b RATE	c BASE	d. TOTAL AMOUNT	e. FEDERAL SHARE

13 CERTIFICATION
I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE REPORT SUBMITTED

TYPED OR PRINTED NAME AND TITLE

TELEPHONE (Area code, number and extension)

12 REMARKS. Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.

INSTRUCTIONS

Please type or print legibly. Items 1, 2, 3, 6, 7, 9, 10d, 10e, 10g, 10i, 10l, 11a, and 12 are self explanatory, specific instructions for other items are as follows

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
4	Enter the employer identification number assigned by the U S Internal Revenue Service or FICE (Institution) code if required by the Federal sponsoring agency	10c	Enter the amount of all program income realized in this period that is required by the terms and conditions of the Federal award to be deducted from total project costs. For reports prepared on a cash basis, enter the amount of cash income received during the reporting period. For reports prepared on an accrual basis, enter the amount of income earned since the beginning of the reporting period. When the terms or conditions allow program income to be added to the total award, explain in remarks the source, amount and disposition of the income.
5	This space is reserved for an account number or other identifying numbers that may be assigned by the recipient.	10f	Enter amount pertaining to the non Federal share of program outlays included in the amount on line e.
8	Enter the month, day, and year of the beginning and ending of this project period. For formula grants that are not awarded on a project basis, show the grant period.	10h	Enter total amount of unliquidated obligations for this project or program, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations are: Cash basis—obligations incurred but not paid Accrued expenditure basis—obligations incurred but for which an outlay has not been recorded Do not include any amounts that have been included on lines a through g. On the final report, line h should have a zero balance.
10	The purpose of vertical columns (a) through (f) is to provide financial data for each program function and activity in the budget as approved by the Federal sponsoring agency. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right. However, the totals of all programs, functions or activities should be shown in column (g) of the first page. For agreements pertaining to several Catalog of Federal Domestic Assistance programs that do not require a further functional or activity classification breakdown, enter under columns (a) through (f) the title of the program. For grants or other assistance agreements containing multiple programs where one or more programs require a further breakdown by function or activity, use a separate form for each program showing the applicable functions or activities in the separate columns. For grants or other assistance agreements containing several functions or activities which are funded from several programs, prepare a separate form for each activity or function when requested by the Federal sponsoring agency.	10j	Enter the Federal share of unliquidated obligations shown on line h. The amount shown on this line should be the difference between the amounts on lines h and i.
10a	Enter the net outlay. This amount should be the same as the amount reported in Line 10e of the last report. If there has been an adjustment to the amount shown previously, please attach explanation. Show zero if this is the initial report.	10k	Enter the sum of the amounts shown on lines g and j. If the report is final, the report should not contain any unliquidated obligations.
10b	Enter the total gross program outlays (less rebates, refunds and other discounts) for this report period, including disbursements of cash realized as program income. For reports that are prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contractors, subgrantees, and other payees.	10m	Enter the unobligated balance of Federal funds. This amount should be the difference between lines k and l.
		11b	Enter rate in effect during the reporting period.
		11c	Enter amount of the base to which the rate was applied.
		11d	Enter total amount of indirect cost charged during the report period.
		11e	Enter amount of the Federal share charged during the report period. If more than one rate was applied during the project period, include a separate schedule showing bases against which the indirect cost rates were applied, the respective indirect rates, the month, day, and year the indirect rates were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

OCT 31 1979

October 5, 1979

Mr Joseph C Canizaro
President
The American-Italian Children's Foundation
300 Poydras Street
New Orleans, Louisiana 70130

Subject: Letter Amendment
No 1 to Grant AID/asha 140
American Center for Children
Rome, Italy

Dear Mr Canizaro.

This letter amends grant AID/asha 140 of August 10, 1977 to revise the "Authorized Expenditures" portion of the grant and to extend the grant's termination date. There is no change in the amount of the grant, which remains \$1 6 million. The grant is amended as follows

Cover Page - On the second paragraph delete the termination date "December 31, 1979" and insert in its place "December 31, 1980 "

Appendix A, Article I - Delete paragraphs 4 and 5

Appendix A, Article II - Delete Article II in its entirety and insert the following under "Article II - Authorized Expenditures "

"Except as otherwise approved by A.I.D. in writing, the \$1,600,000 provided by this grant shall be expended only for the following

"1 Acquisition of the right of use and occupancy to be exercised by the American Center for Children of the South Wing (approximately 1,334 square meters) and surrounding park of the facilities of the Association Columbus in Rome, Italy, for a period of 18 years pursuant to the agreement of cooperation between grantee and the Association Columbus dated August 9, 1979. \$ 600,000

"2. Procurement of services by competitive bidding to renovate the facilities described in item 1 above	300,000
"3 Procurement of medical, scientific, and related equipment including such commodity related services as shipment, insurance and installation Prior to procurement, grantee shall submit to A.I.D. for approval a list of equipment to be procured and its estimated cost.	615,000
"4 To be allocated to items 2 and/or 3 above to cover contingencies and cost increases	<u>85,000</u>
TOTAL	\$1,600,000"

Except as expressly herein amended, said grant is continued in full force and effect in accordance with its terms and conditions

Please indicate your acceptance of this amendment by signing the original and all copies and returning the original and five copies to this office.

Sincerely yours,



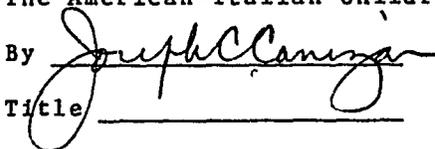
David A Santos
Director, Office of American
Schools and Hospitals Abroad

ACCEPTED

The American-Italian Children's Foundation

By

Title



PART IA: Contract/Grant Number, Project Title, Amount of this P.I.O./I, Project Manager's Name and Office Symbol, Contractor's D-U-N-S Number, Negotiator's Type & Name, Contract Grant Officer's Typed Name.

PART IB: Contract/Grant Number (ASHA-140), Type Order, Order Number, Amendment/Modification Number, Date P.I.O./I Received by CM/SD/SUP or Mission Contract Office.

PART II: Effective Date of Document (8/77), Signature Date of Document (8/77), Estimated Completion Date (12/77), Contract/Grant funded through (date) (12/77), Amount Obligated/Deobligated/Subobligated by this Action (1,600,000), Cumulative Obligation through this Action (1,600,000).

Instructions for PART III: Mark 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.

TYPE ACTION: 0 Contract/Grant/Cooperative Agreement, 1 Task Order (BOA), 2 Work Order (IQC), 3 Delivery Order (Requirements)*, 4 Purchase Order, 5 Lease or X complete MIS ONLY. CONTRACT/GRANT TYPE: 1 MOA, (BOA, BMA, etc.), 2 Fixed Price (Specify FFP, FPRD, FPEPA, FPI), 3 Cost Reimbursement (Specify CR, CPFF, CC, CPAF, CPII), 4 Cooperative Agreement, 5 Grant General Support*, 6 Grant Specific Support*, 7 Grant 213(d)*, 8 Do Not Use, 9 IJC, 10 If at Country Cost/Grant, indicate ONLY through MIS.

SELECTION PROCEDURES: A Formally a part of I (IFB) (AIDPR 7.2.4 & FPR 1.2.4), B Negotiated by Competitive General Procurement (RFP) (AIDPR 7.4.5f), C A & F (AIDPR 7.4.10), D Ed. Inst. and/or Int. Research (AIDPR 7.4.37), E Collaborative Assistance (AIDPR 7.4.38), F Predominant Capability (AIDPR 7.5.101.50(h)(5)), G Unolicited Proposal (AIDPR 7.5.101.50(b)(6)), H Procurement to be performed by the Contractor in Person (AIDPR 7.5.101.50(b)(1)), I Sole Source (AIDPR 7.5.101.50(b)(4)), J Impairment of Foreign Policy Objectives (AIDPR 7.5.101.50(b)(7)), K (a) Selection (FPR 1.1.715-1), 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 7.5.101.50(b)(2)).

CURRENCY INDICATOR: 0 U.S. Dollar, 1 Local Currency, 2 Combination, 3 Unfunded. SUB CONTRACTING CODE: 0 Dollars, 1 10 000 Dollars, 2 10 001 - 499 999 Dollars, 3 500 000 and over, 4 Unknown. SUB CONTRACTOR TYPE: A Small Business Set Aside Awarded to Non-Minority, B Small Business Set Aside Awarded to Minority, C Small Business Set Aside Awarded to Non-Minority, D Small Business Set Aside Awarded to Minority, E (a) SBA Awarded to Non-Minority (Women-Owned, Veterans), F (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 Small Business Set Aside (Non-Profit, Large Firms) - Non-Minority, L U.S. Government, X Unknown.

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 expenses), G Training Service for AID, H Equipment, Materials, Supplies, Commodities, Translation Service, I TYPE CONTRACTOR/RATEE: A Firm All profit making firms (other than A & L), B A & E Firms, C Individual (Non-personal service), D Individual (Personal service), E University/Other Educational Institutions, F Non-Profit Organization Institutions (other than Ed or PVO), G Private Voluntary Organization (PVO), H International Agricultural Research Organization, I Public International Organization (UN Agencies, IARC World Bank, etc.) (IFB 13 Chapter 5), J Type Award: A SB Set Aside Awarded to Minority, B SB Set Aside Awarded to Non-Minority, C SB Not Set Aside Awarded to Non-Minority, D SB Not Set Aside Awarded to Minority, E (a) SBA Awarded to Non-Minority (Women-Owned Veterans etc.), F (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.

SUBJECT TO STATUTORY REQUIREMENT: A Walsh-Healey Act, Manufacturer*, B Walsh-Healey Act, Regular Dealer*, C Service Contract Act (U.S. ONLY - Guards, Maintenance Laborers), D Davis-Bacon Act (Construction), E Not subject to Walsh-Healey Service Contract or Davis-Bacon Act (Most AID Contracts). AFFIRMATIVE ACTION PLAN ON FILE: YES, NO. AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS: YES, NO. INCREMENTAL FUNDS CONTRACT: YES, NO. CONSULTANT TYPE AWARD: Is the Award for Consulting Type Service in AID? YES, NO. TYPE OF COMPETITION IN NEUTRALITY COMPETITIVE: A1 Non-Profit Set Aside, A2 Small Business Partial Set Aside, A3 Labor Supply Set Aside, A4 Labor Supply Non-Profit Business Set Aside, A9 Other (Specify). NON-COMPETITIVE: B1 Buy Indian, B2 (a) Program, B3 Follow-on After Competition, B9 Other (Specify).

CONTRACTING PARTIES: 1 Direct AID/W Executed Contract/Grant, 2 Direct AID Mission Executed Contract/Grant, 3 Host Country Grant Finance, 4 Host Country Loan Finance, 5 Host Country Contract/Grant Source of Finance Unknown. PRIVATE VOLUNTARY ORGANIZATION: 1 U.S. Registered PVO, 2 U.S. Non-Registered PVO, 3 U.S. Cooperative, 4 Foreign Cooperative, 5 Foreign PVO, 6 Other (Specify). ADVANCE: 1 No Advance, 2 Advance - Non-FRLC, 3 Advance - FRLC.

COUNTRY OF PERFORMANCE: ITALY. Is any travel required outside U.S.? YES, NO. CONTRACT/RANT SOURCE: 1 U.S. Contractor/Grant, 2 Non-U.S. Contractor/Grant, 3 Combination of 1 & 2. TYPE OWNERSHIP: 1 American Oriental, 2 Black American, 3 American Aleuts or Eskimos, 4 American Indian, 5 Hispanic, 6 Other (Specify).

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 (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 (analysis and laboratories), C4 Other Non-Profit Institutions, D1 State/Local Government Subcontract Institution, D2 State/Local Government Hospital, D3 State/Local Government Research Institution, D4 Other State/Local (Specify). COST ACCOUNTING STANDARD: Required, Not Required. NUMBER OF BIDDERS OFFERING ITEMS OR SERVICES OF BUSINESS CONTRACT: YES, NO. WOMEN OWNED BUSINESS: YES, NO. PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES: YES, NO.

LABOR SURPLUS AREA (LSA) PREFERENCE (Location of Contractor): 1 Labor Surplus Area - No Preference, 2 Labor Surplus Area - The Bid Preference, 3 Not a Labor Surplus Area Preference Award.

GRANT

22 AUG 1977

BY THE

ORIGINAL

UNITED STATES OF AMERICA

TO

THE AMERICAN-ITALIAN CHILDREN'S FOUNDATION

FOR

AMERICAN CENTER FOR CHILDREN, ROME, ITALY

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A I D ") hereby makes a grant of One Million Six Hundred Thousand Dollars (\$1,600,000) to the American-Italian Children's Foundation (hereinafter referred to as "Grantee") to be used solely for the benefit of the American Center for Children, Rome, Italy, in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made part of this grant as follows Appendix A (Special Provisions), and Appendix B (General Provisions (2) Procurement of Construction Services, (3) Procurement of Commodities, (5b) Disbursement Procedures, and (6) Administrative and Other Provisions)

This grant is to cover authorized expenditures from the date of execution of this grant and ending December 31, 1979

Agency for International Development

By Adolfo G. Cortes
Director, Office of American
Schools and Hospitals Abroad

Date AUG 10 1977

This grant is hereby accepted under the terms and conditions and for the purposes set forth in the Appendices attached hereto

American-Italian Children's Foundation
300 Poydras Street
New Orleans, Louisiana 70130

Grant No AID/asha 140

Project No 913-0265-1378016

Allotment No. 794-13-099-00-84-71

By Joseph Clamizer
Title President

Appropriation No 72-1171013

APPENDIX A

SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

1 Under Section 214 of the Foreign Assistance Act of 1961, as amended, assistance is authorized to hospital centers for medical education and research outside the United States founded or sponsored by United States citizens.

2 Grantee is a non-profit corporation, organized and existing under the laws of the State of Louisiana, for the purpose of sponsoring a pediatric hematology and oncology clinic in Rome, Italy, to be associated with the Hospital and Rehabilitation Center of the Catholic University, and known as the American Center for Children in Rome

3 The Center was established in 1975 in temporary quarters to provide medical care for, and undertake research with regard to, children from poor families suffering from leukemia and solid cancerous tumors. There are no similar facilities in Italy.

4 Land is being made available by the Catholic University, adjacent to the University's Hospital, to construct new facilities for the Center. The Center will operate as an autonomous entity with its own administrative staff and identity. An agreement with the Catholic University provides for supporting and ancillary facilities for the Center.

5. The total cost of the American Center for Children is estimated at \$2,700,000 This includes the value of the land made available by the Catholic University and moveable equipment and furniture, architectural and engineering costs, and administrative expenses to be provided by the Grantee

Grantee has requested assistance to construct new facilities for the American Center for Children in Rome and A I D has determined that such assistance should be provided

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A. I. D in writing, the \$1, 600, 000 provided by this grant shall be expended only for the following

1	Procurement of construction services, commodities and fixed equipment for construction of out-patient, administrative, research and bed facilities of approximately 2, 914 square meters (31, 355 square feet) for the American Center for Children in Rome	\$1, 515, 000
2	Contingencies	<u>85, 000</u>
	Total	\$1, 600, 000

ARTICLE III - OTHER SPECIAL PROVISIONS

1 Obligations of the Grantee

Grantee assumes the obligation to maintain a continuing and active interest in the American Center for Children in Rome for a period of not less than 15 years from the date of completion of the new Center. Grantee also agrees that it will meet from its own or other private sources the administrative costs of the project and the costs of architectural and engineering services, moveable equipment and furnishings for the new Center.

2 Disbursement of Grant Funds

Funds provided by this grant will not be disbursed until 1) architectural-engineering planning is reviewed and approved by A. J. D , 2) Grantee furnishes report on the construction bidding, acceptable to A. I D., and 3) Grantee's award of a construction contract is approved by A I D

PROCUREMENT OF CONSTRUCTION SERVICES

A. General

Construction services shall be procured competitively, in a manner to ensure award of a contract to that qualified and responsive bidder offering the lowest price. Construction services shall be procured under a fixed or unit price contract except as A. I. D. may otherwise approve in writing

B. Place of Procurement

Construction services may be procured from a firm in the country in which Grantee's institution is located unless otherwise specified in Appendix A, Special Provisions.

C. Method of Procurement

1. Selection of Firms to Bid

Grantee shall prepare a synopsis describing its project for use in soliciting the interest of construction firms to bid in accordance with local law and practice. Grantee shall obtain qualifying information necessary to determine that interested firms have satisfactory experience on projects of similar kind and size, adequate financial capacity, necessary manpower and equipment, and any specialized qualification. Grantee shall then determine those firms it considers qualified to bid.

2. A I D Approval Prior to Bidding

Prior to issuance of its Invitation for Bids (IFB), Grantee's bid package shall be submitted to A I D. for approval. The IFB shall include the following

-2-

- (a) the notice and instruction to bidders (3 copies)
- (b) the bid form, including the bid-price schedule if bidding is for a unit price contract (3 copies)
- (c) the proposed contract (3 copies)
- (d) the plans, drawings and specifications (1 set)
- (e) other documents and information included in the IFB (3 copies)

3. A I D Approval Prior to Construction

Following the bidding, the Grantee shall submit to A I D, three copies of (1) a tabulation and analysis of the bids received, together with the architect's recommendations and the qualifications of the bidder with whom the Grantee proposes contracting, and (2) a contract with the lowest responsible bidder, which contract shall be made subject to A. I. D. approval of the award and contract. Grantee shall not issue a notice to proceed with construction nor may grant funds be disbursed for construction, prior to written approval of the award and contract by A I D.

D. Marking Requirements

An appropriate sign, readable at a reasonable distance, shall be displayed at the construction site indicating that the facility being constructed is financed by A I D. Upon completion of construction, a durable metal plaque shall be affixed to the facility giving due credit to the American people for providing the resources to construct the facility. The form of and wording for the plaque shall be submitted to A I D for approval.

PROCUREMENT OF COMMODITIES

Paragraphs A through H apply to procurement of commodities and commodity related services by the Grantee and any Grantee procurement agent. Paragraphs A and B only apply to procurement of commodities under a fixed or unit price contract of the Grantee for construction services.

A Place of Procurement

Commodities authorized for procurement shall be procured only in the United States or in the country in which Grantee's institution is located (except as Appendix A, Special Provisions, limits procurement to the United States only)

1. Procurement in the United States

Commodities procured in the United States shall have been produced in the United States. A commodity shall not be eligible as being produced in the United States if

(a) more than 50 percent of the total cost of its components were imported into the United States, and

(b) it contains components from any communist country, excluding Yugoslavia

2. Procurement in the Country in which Grantee's Institution is Located

Commodities procured in the country in which Grantee's institution is located

(a) shall not have entered the market on order from, or otherwise to satisfy a specific need of, the Grantee, except commodities produced in the United States, and

(b) shall not have been produced in, nor--to the best of Grantee's knowledge or the knowledge of any agent or contractor of the Grantee--contain components from, any communist country, excluding Yugoslavia.

B U S Carriers

Shipment of commodities from the United States shall be on U. S flag carriers except as otherwise approved by A. I. D.

C Quotations and Bids

Procurement shall be made in accordance with Grantee's regular methods of procurement, provided Grantee employs good business practices which, except as permitted by paragraph D below, shall include

- 1 Obtaining quotations or bids, as appropriate, from as many alternative sources as may be feasible, and
2. Procurement at the lowest price except as extenuating circumstances or non-responsive bids otherwise dictate.

Any decision by Grantee to procure a commodity at other than the lowest price offered shall be documented pursuant to paragraph E below

D. Proprietary Procurement

Proprietary procurement, i e , procurement from a single source and without obtaining quotations or bids from other manufacturers or suppliers, is hereby authorized (1) to assure compatibility or standardization with existing commodities, (2) when special design requirements are needed and available only from a single source, (3) when a specific commodity has proven to be most economical, dependable or serviceable under local conditions, and (4) when a specific commodity has a sole manufacturer or supplier. Any decision by Grantee to procure a commodity on a proprietary basis shall be documented pursuant to paragraph E below, except for procurement of spare parts and components for existing commodities which may be

undertaken on a proprietary basis without the documentation required in Paragraph E below

E Notification to A I D

Any decision by Grantee to procure a commodity (1) at other than the lowest price offered or (2) on a proprietary basis (except for spare parts and components for existing commodities) shall be supported by a statement setting forth the reason(s) and the name(s) of the person(s) deciding that such procurement was advisable and necessary. Statements substantiating the above kinds of action shall be included in Grantee's records and furnished to A I D when the procurement is undertaken.

F A I D Financed Export Opportunities Bulletin

For commodities costing \$5,000 or more to be procured from the United States, Grantee shall prepare and submit to A I D notice(s) of prospective procurement for publication in the A I D Export Opportunities Bulletin. Each notice shall (1) describe generically the commodities to be procured, (2) provide an address in the United States where more detailed information may be obtained by interested parties, and (3) state that procurement will begin 45 day (or such later date as Grantee may desire) after publication of notice.

G Marking Requirements

The Grantee shall insure that all major commodities financed under this grant are marked with the official A I D ("clasped hands") emblem, except as A I D may otherwise approve in writing.

H Procurement Documentation

Grantee's records shall include copies of all solicitations made for bids or quotations for commodities procured under this grant, all quotations or bids received, suppliers commercial invoices, and as applicable, other pertinent documents related to procurement, e g , bills of lading or other evidence of shipment, including insurance, sales and service contracts or agreements, and Grantee's documentation for proprietary procurement and procurement at other than the lowest price pursuant to paragraph E above

DISBURSEMENT PROCEDURES

Advance Funding and Replenishment

Except as otherwise provided in Appendix A, Special Provisions, or by A. I. D. in writing, the disbursement of grant funds shall be in accordance with the following terms and procedures.

A. Disbursement Terms

1. Advance

A. I. D. shall make an advance payment to the Grantee, subject to the conditions hereinafter set forth, in the amount of \$ 100,000.

2. Special Bank Account

Until such advance payment made hereunder is liquidated, the advance payment and all other payments under this grant shall be deposited by the Grantee in a Special Bank Account separate from the Grantee's general or other funds. A separate account number shall be assigned by the Grantee for operation of this grant, and all requests and disbursements shall be recorded thereunder by the Grantee in such manner that it will be possible to ascertain the nature of the withdrawal and the balance of the advance payment account at any time. The records thereof shall be preserved and be subject to inspection and audit in accordance with applicable provisions of this grant.

3. Conversion of Dollars to Local Currency

Grantee is authorized to convert United States dollars to local currency. Such conversions shall be made by, or under arrangements and

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rates approved by, a United States Disbursing Officer at the A.I.D. Mission, American Embassy, or Consulate in the country where Grantee's institution is located

4 Restriction on Interest

Interest earned on all or any part of the funds disbursed under this grant, whether dollars or dollars converted to local currency, shall be refunded to A.I.D.

B Method of Disbursement

1 Request for Advance

Grantee shall submit to the Office of the Controller (SER/FM/CSD), A.I.D., Washington, D C 20523, Voucher Form SF 1034 (original) and three copies of SF 1034 (a), properly executed, requesting the above authorized advance.

2 Replenishment of Advance

A.I.D. will reimburse the Grantee in an amount equal to reported expenditures to replenish the advance on an imprest basis. Reimbursement will be made upon submission, on a not more frequent than monthly basis, of the following documents

- a. Voucher Form SF 1034 (original) and three copies of SF 1034 (a), properly executed, to show the amount of expenditures during the period for which reimbursement is requested
- b. All vouchers submitted to replenish Grantee's advance shall be supported by an original and three copies of an expenditure report as follows

Expenditure Report

<u>Authorized Expenditures</u>	<u>Authorized Amount</u>	<u>Total Expenditures</u>	
		<u>To Date</u>	<u>This Period</u>
(Describe authorized expenditures as set forth in Appendix A)	(Insert grant amount allocated for authorized expenditures)		

c. Certification

Each voucher and expenditure report submitted shall include a certification signed by an authorized representative of the Grantee as follows

"The undersigned hereby certifies (1) that the payment of sum claimed under this voucher is proper and due under the terms of the grant, and (2) that the information contained in the expenditure report is true and correct "

Signature

Date

3. Final Voucher

Within ninety (90) calendar days after the earliest of (a) final disbursement of grant funds to the grantee, (b) the expiration date of the grant, (c) or termination of the grant by A I D., the Grantee shall submit (1) Voucher Form SF 1034 (original) and three copies of SF 1034 (a), properly executed, marked "NO PAY FINAL VOUCHER," for which no reimbursement

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is sought, and (2) a final expenditure report. This last voucher and expenditure report shall reflect allowable expenditures made during the period since the last voucher for reimbursement submitted by the Grantee and shall be accompanied by a refund check to A I. D. for any unexpended funds of the advance payment

4. Additional Documentation

A I. D may request the submission of additional documentation to that required above to support authorized expenditures charged by the Grantee to this grant.

ADMINISTRATIVE AND OTHER PROVISIONS

A Reports to Office of American Schools and Hospitals Abroad

As a condition of accepting this grant, Grantee agrees to keep the Office of American Schools and Hospitals Abroad (ASHA) informed of its activities toward accomplishing the purposes of this grant as well as its successes and problems as an American founded or sponsored institution overseas. To this end, Grantee agrees, pursuant to the provisions set forth below, to submit to ASHA

- quarterly reports of grant expenditures,
- quarterly progress reports on capital improvements, and
- an annual institutional report.

Grantee should bear in mind that failure to submit the reports enumerated above would lead to suspension of disbursement of funds by A. I. D.

1. Quarterly Report of Grant Expenditures

Grantee shall submit to ASHA a quarterly report of grant expenditures as illustrated in the attached format, (See Attachment A). Three copies of this report shall be submitted within 15 days following the end of each quarter of the calendar year, until the (1) expiration date of the grant, (2) total expenditure of grant funds, (3) completion of the purpose of the grant, or (4) termination of the grant, whichever is earliest. This report is separate from and additional to expenditure reports submitted with disbursement vouchers prepared pursuant to the Disbursement Provisions of this grant.

2 Quarterly Progress Report on Capital Improvements

If the Special Provisions of this Grant (Appendix A) provide funding for construction, commodity procurement or other capital improvements, Grantee shall submit two copies of a progress report within 15 days following the end of each quarter of the calendar year. The reports should include the following information and may be consolidated into one quarterly report, as applicable

a) Construction Progress

The status of planning, contracting, construction, and related procurement by a fixed or unit price contractor should be reported in full. Each report should show the percentage of completion of each major segment of work, e g. final architectural-engineering planning, excavation, structural work, mechanical work, electrical work, etc , and should indicate how the rate of work compares with the progress schedule adopted at the inception of the project. The progress schedule should be included in each report, along with any revisions made in the schedule and the reasons for such revisions. As applicable, one or more photographs should be included showing the work in progress. The report should include a statement of utilization of funds for the project and should separately identify both grant funds and any other funds financing the project, as applicable. The report should inform ASHA of any current or potential problems affecting the character and progress of the work and steps taken, or which are to be taken, to resolve them.

b Commodity Procurement

Commodity procurement undertaken during the reporting period by the Grantee or Grantee's procurement agent, excluding procurement undertaken by a fixed or unit price construction contractor, should be reported as follows

<u>Description and Amount of Commodities Procured</u>	<u>Price</u>	<u>Number of Quotations/ Bids*</u>	<u>Lowest Price (yes, no)</u>	<u>Place of Purchase (U S , local country)</u>
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*Indicate any proprietary procurement with a "P" (See the grant provisions relating to Procurement of Commodities for information regarding proprietary procurement)

3 Annual Institutional Report

Grantee shall submit an Annual Institutional Report informing ASHA of significant activities, accomplishments, problems, plans for the future, and the contribution this grant is making to Grantee's educational and/or medical endeavors. The report should cover the goals of the institution as well as the assumptions on which the goals are based, changes, improvements or setbacks in the academic or medical programs, local and international developments or trends affecting operations, administration, staffing, budget and finance. Three copies of the report should be submitted to ASHA for each 12 month period, covered in whole or part by the term of the grant, at such times as is most relevant in terms of Grantee's academic or fiscal year.

B Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principles, covering financial details applicable to this grant.

A I D and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by A I D.

C. Reimbursement to A. I. D.

The Grantee shall promptly reimburse A I D. the full amount of any expenditures made by it from granted funds which A. I. D. shall determine to have been applied by the Grantee other than for approved activities or otherwise expended in violation of any of the conditions of this grant.

D Non-liability

A I D disclaims all liability with respect to any claims for personal property, injury or damage arising out of or connected with activities supported by this grant

E Equal Opportunity

Grantee's employment practices with regard to U. S nationals shall provide equality of opportunity without regard to race, religion, sex, color or national origin Further, in the carrying out of its educational and/or medical program, Grantee agrees that no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be otherwise subject to discrimination.

The above shall not be construed to require enrollment of students of both sexes at an educational institution enrolling boys or girls only.

F. Covenant Against Contingent Fees

The Grantee warrants that no person or firm has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, A. I D. 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.

G Officials Not to Benefit

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom

H Termination

A I. D. may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has paid in accordance with the provisions of this grant. Grantee shall refund to A I. D. any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A. I. D. within ninety (90) days after the termination of this grant

I Notices

Any notice given by any of the parties hereto shall be sufficient only if in writing and delivered to the following

To A I. D.

Office of American Schools and Hospitals Abroad
Agency for International Development
Washington, D C 20523

To Grantee

Name and address as set forth on the cover page of this grant, or such other address as either of the parties shall have designated by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

QUARTERLY REPORT OF GRANT EXPENDITURES*

Grant Number _____

Total Grant Amount _____

InstitutionFor Report Period
Ending _____
(month/day/year)

DESCRIPTION	EXPENDITURES FOR REPORTING QUARTER**	TOTAL ACTUAL EXPENDITURES (Cumulative from inception of grant, incl. reporting quarter)	TOTAL ACTUAL AND ACCRUED COSTS***
1 Construction			
a Architectural and Engineering services			
b Construction services			
c Other (specify)			
2 Equipment and Supplies			
3 Scholarships			
4 Other (salaries, travel, allowances, etc specify)			
TOTAL	_____	_____	_____

*Three copies of this report should be submitted, to the Office of American Schools and Hospitals Abroad (A I D), within 15 days following the end of each quarter of the calendar year until (1) expiration of the grant, (2) expenditure of grant funds, (3) achievement of the purpose of the grant, or (4) termination of the grant whichever is earliest. A report should be submitted even if no expenditures were incurred during the reporting quarter.

**Reports should include all actual expenditures whether they have been reimbursed by A I D or not.

***Report all actual costs (column 3) plus costs accrued as of the end of the reporting period which are to be charged against the grant, e.g. the total unpaid value of Grantee contracts for services and purchase orders for equipment and supplies. Obligations with regard to salaries, allowances, travel, etc. (not part of a contract with a firm for services) should be accrued only through the end of the next reporting quarter.