

PD FAC 354

JAN 5 1983

MEMORANDUM

Date: December 23, 1982

TO : Distribution

FROM : CM/SOD, *Harry White*

SUBJECT: Grant No. AID/Pha-G-1040 between A.I.D.
and The Asia Foundation

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated
December 7, 1982. This Agreement is also Amendment No. 33
to the subject grant.

The purpose of this Amendment is to establish final and/or provisional
indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis
CM/SD/SUP, Mrs. Sarah Lewis
SER/FM/PAD, Mr. P. Amos
AAG/W, Mr. A. LeBlanc (2 copies)

Contracting Officer, CM/ ROD/ASIA, P. Howley

Project Manager, ASIA/DP, M. Snoddy

USAID/ _____

STAT Section

JAN 27 1983

Jan
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ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date December 7, 1982

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

REFERENCE: TAF letters dated May 13 and July 23, 1982 and Department of State Agreement dated April 28, 1982.

CONTRACTOR: The Asia Foundation
or 550 Kearny Street
GRANTEE San Francisco, CA 94119

PART I - NEGOTIATED INDIRECT COST RATES (%)

<u>Type</u>	<u>From</u>	<u>Effective Period</u>		<u>Program Operational</u>	<u>Administration</u>	<u>Indirect</u>
			<u>Through</u>	<u>Expense</u>	<u>Expense</u>	<u>Costs</u>
				(a)	(b)	(c)
Final	4- 1 -79	<i>12.17.82</i>	9-30-79	45.3	15.5	
Provisional	10-1-79		9-30-80	35.5	12.6	
Final	10-1-80		9-31-81			45.7
Provisional	10-1-81		Until amended			38.2

Base of Application

- (a) Direct program expenditures.
- (b) Total program expenditures, program operational expense and fund raising
- (c) Total direct costs.

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

X 2

ORIGINAL

PART III - SPECIAL TERMS AND CONDITIONS

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

<u>Contract/Grant Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
AID/pha-G-1040	33	932-0017
AID/ASIA-G-1420	87 <i>DBebb</i> 12.17.82	498-0251

ACCEPTED:

BY *Doris G. Bebb*

Doris G. Bebb
Printed or Typed Name

Grant Administrator
Title

December 17, 1982
Date

Carolyn R. Eldredge
Carolyn R. Eldredge

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

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DISTRIBUTION:

- | | | | |
|---------------|---------------|---------------|--------------|
| <u>CM/ROD</u> | <u>CM/COD</u> | <u>CM/SOD</u> | <u>OTHER</u> |
| AFR | AN | PDC | X AAG/W |
| NE | PE | | X CM/SD/SUP |
| LA | OTR | | X FM/PAD |
| X ASIA | | | X ASIA/DP |
- AID 1420-47 (8-80) back

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor

SFR/CM/SD/SUP Action Office

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: ASIA Foundation

PIO/T Number: <u>N/A</u>	Appropriation Number	Allotment Number	Project Number
--------------------------	----------------------	------------------	----------------

Project Title

Amount of this PIO/T: <u>5</u>	Project Manager's Name and Office Symbol	Contractor's D-U-N-S Number
Negotiator's Typed Name: <u>P. Howley</u>	Signature: <u>[Signature]</u>	Date: <u>10/7/90</u>
Contract/Grant Officer's Typed Name: <u>P. Howley</u>	Signature: <u>[Signature]</u>	Date: <u>10/7/90</u>

PART IB.

Contract/Grant Number: <u>AID/pha-G-1040</u>	Type Order	Order Number	Amendment/Modification Number: <u>31</u>	Date PIO/T Received by CM/SD/SU or Mission Contract Office: <u>N/A</u>
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PART II.

Effective Date of Document: <u>10/8/90</u>	Signature Date of Document: <u>10/7/90</u>	Estimated Completion Date: <u>12/31/90</u>	Contract/Grant funded through (date): <u>12/31/90</u>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action	Cumulative Obligation thru this Action: <u>N/A</u>

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 (IQC)*
- 3 Delivery Order (Requirements)*
- 4 Purchase Order

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

M04 - CONTRACT/GRANT TYPE

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

*Complete ONLY through M51

M05 - SELECTION PROCEDURES

- A Formally advertised (IFB) (AIDPR 7-2.4 & FPR 1-2.4)
- B Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C A & E (AIDPR 7-4.10)
- D Fed Inst. and/or Int'l Research (AIDPR 7-4.57)
- E Collaborative Assistance (AIDPR 7-4.58)
- F Predominant Capability (AIDPR 7-3 101-50(b)(3))

ENTERED

- G Solicited Proposal (AIDPR 7-3 101-50(b)(6))
- H Procurement to be Performed by the Contractor in Person (AIDPR 7-3 101-50(b)(1))
- I Sole Source (AIDPR 7-3 101-50(b)(4))
- J Impairment of Foreign Policy Objectives (AIDPR 7-3 101-50(b)(7))
- K. 8(a) Selection (FPR 1-1 713-1)
- L. Grant (Handbook 13)
- M Do Not Use
- N Cooperative Agreement (Handbook 13)
- O Small Business Set-Aside (FPR 1-1.706-8)
- P Overseas Procuring Activities (AIDPR 7-3 101-50(b)(2))

- 1 Sole Source (AIDPR 7-3 101-50(b)(4))
- J Impairment of Foreign Policy Objectives (AIDPR 7-3 101-50(b)(7))

- K. 8(a) Selection (FPR 1-1 713-1)
- L. Grant (Handbook 13)
- M Do Not Use
- N Cooperative Agreement (Handbook 13)
- O Small Business Set-Aside (FPR 1-1.706-8)
- P Overseas Procuring Activities (AIDPR 7-3 101-50(b)(2))

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

- C. Individual (Non-personal service)
- D. Individual (Personal Service)
- E University/Other Educational Institutions
- F. Non-Profit Organization, Institutions (other than 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
- E 8(a) SBA Awarded to Non-Minority (Womer Owned, Veterans, etc)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ, Non-Profit, Large Firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

(Continued on Page 2)

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OCT 8 1980

MODIFICATION OF GRANT

ORIGINAL PAGE 1 OF 1

1. Amendment No. 31	2. Effective Date 10/8/80	3. Grant No. AID/pha-G-1040	4. Effective Date 10/5/73
5. Grantee (Name and Address) The Asia Foundation 550 Kearney Street San Francisco, California 94110		6. Administered by- Grant Officer Regional Operations Division-Asia Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No.- Appropriation No.- N/A Allotment Symbol-		8. Previous PIO/T's- N/A	

9. The above numbered Grant is hereby modified as follows:

In Amendment #30 paragraph 2 delete "\$3,739,577" and substitute in lieu thereof "\$4,139,577".

All other terms and conditions of the grant remain the same.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended. Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 6 copies to issuing office.

12. GRANTEE	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY: <u>Allen Choate</u> Allen Choate (Name typed or printed)	BY: <u>Peter J. Howley</u> Peter J. Howley (Name typed or printed)
TITLE: <u>Washington Representative</u>	TITLE: <u>Grant Officer</u>
DATE: <u>10/7/80</u>	DATE: <u>OCT 7 1980</u>

5

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SE/R/C/M/SD/SUP Action Monitor **SAL**

SE/R/C/M/SD/SUP Action Office **ASIA**

INSTRUCTIONS AID/W Complete 4 copies of the form Original SE/R/C/M/SD/SUP Statistical Section Copy, Copy 2 SE/R/C/M/SD/SUP Administrative Copy, Copy 3 Contracting Officer's Copy, Copy 4 SE/R/C/M/SD/SUP Admin (Suspense) Copy
 Missions Complete 2 copies of the form Original SE/R/C/M/SD/SUP Statistical Section Copy, and Copy 2 will be returned in the Mission.

PART IA.

8/20/80

Contractor/Grantee Name
ASIA FOUNDATION

PIO/I Number 498-0264-3-6407203 A4	Appropriation Number 72-1401021.6	Allotment Number 046-64-498-00-69-01	Project Number 498-0264
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Project Title
The Asia Foundation

Amount of this PIO/I \$250,000 (Inc.)	Project Manager's Name and Office Symbol ASIA/DP, M. Snoddy	Contractor's D-U-N-S Number
Negotiator's Typed Name A. Campbell	Signature <i>A. Campbell</i>	Date 8-26-80
Contract/Grant Officer's Typed Name P. Howley	Signature <i>PJH</i>	Date 8/26/80

PART IB.

Contract/Grant Number AID/pha-G-1040	Type Order	Order Number	Amendment/Modification Number 30	Date PIO/T Received by CM/SD/SU or Mission Contract Office 8/20/80
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PART II.

Effective Date of Document 8-26-80	Signature Date of Document 8-26-80	Estimated Completion Date 12-31-80	Contract/Grant funded through (date) 12-31-80
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$250,000	Cumulative Obligation thru this Action \$26,896,804

PART III.

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

M03 - TYPE ACTION

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

*Complete ONLY through M51

M05 - SELECTION PROCEDURES

- A Formally advertised (IFB) (AIDPR 7-2 4 & FPR 1-2 4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7 4 56)
- C A & E (AIDPR 7-4.10)
- D Ed Inst and/or Int'l Research (AIDPR 7-4 57)
- E Collaborative Assistance (AIDPR 7-4.58)
- F Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G Unsolicited Proposal (AIDPR 7-3 101-50(b)(6))
- H Procurement to be Performed by the Contractor in Person (AIDPR 7 3 101-50(b)(1))
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- 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
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- F Technical Services to AID (other than training, usually operating expense)
- G. Training Service for AID
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- A. Firm - All profit-making firms (other than A & E)
- B A & E Firms

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

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

(Continued on Page 2)

10

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

AUG 29 1980

August 26, 1980

Mr. Haydn Williams
The Asia Foundation
550 Kearney Street
San Francisco, CA 94110

FUNDS AVAILABLE	
Date	8/27/80
Project No	498-0264
Obligation No	6407.213
Object Class	4190
Amendment	646.64 498-02-67-01
Amount	\$250,000.00
By (Initials)	EW/...
AID S R I ** RSD	

Subject: Grant No. AID/pha-G-1040, Amendment No. 30

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (A.I.D.) hereby grants to The Asia Foundation an additional sum of \$250,000 to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States in further support for this program during the period October 1, 1979 through December 31, 1980. Except as A.I.D. may otherwise agree, no reimbursement of expenditures for such periods shall be made after June 30, 1981.

The total obligation for the period October 1, 1979 through December 31, 1980 under this grant is now \$3,739,577 and the total cumulative obligation is \$26,896,804. The Asia Foundation's Federal Reserve Letter of Credit will be increased accordingly. In addition, authorization is hereby given to allow the Grantee to draw down on the Federal Reserve Letter of Credit in excess of \$500,000 but not to exceed the amount of \$1,000,000 for the month of September, 1980.

The grant of these additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program.

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

ORIGINAL

7

Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy and return the original and remaining copies to this office.

Sincerely yours,

Peter J. Howley
Grant Officer
Regional Operations Division-Asia
Office of Contract Management

ACCEPTED

THE ASIA FOUNDATION

BY: Allen C. Choate

TYPED NAME: Allen C. Choate

TITLE: Washington Representative

DATE: 8/26/80

Funding Data:

Appropriation No. 72-1101021.6
Allotment No. 046-64-498-00-69-01
PIO/T No. 498-0264-3-6407203 A4

8

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SERCM/SD/SUP Action Monitor SAL

SERCM/SD/SUP Action Office ASIA

INSTRUCTIONS: AID/W Complete 4 copies of the form. Original SERCM/SD/SUP Statistical Section Copy. Copy 2 SERCM/SD/SUP Administrative Copy. Copy 3 Contracting Officer's Copy. Copy 4 SERCM/SD/SUP Admin (Expense) Copy. Myanmar Complete 2 copies of the form. Original SERCM/SD/SUP Statistical Section Copy and Copy 2 will be retained in the Myanmar.

PART IA

8/13/80

Contractor/Grantee Name

THE ASIA FOUNDATION

PIO/T Number 498-0268-3-6407203 A3	Appropriation Number 72-1101021.6	Allotment Number 046-64-498-00-69-01	Project Number
---------------------------------------	--------------------------------------	---	----------------

Project Title

Amount of this PIO/T 285,385 (Decrease)	Project Manager's Name and Office Symbol ASIA/DP, M. Snoddy	Contractor's D-U-N-S Number
Negotiator's Typed Name A. CAMPBELL	Signature A. Campbell	Date 8-14-80
Contract/Grant Officer's Typed Name W. GOHN	Signature Wg	Date 8-14-80

PART IB

Contract/Grant Number AID/pha-G-1040	Type Order	Order Number	Amendment/Modification Number # 29	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 8/13/80
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PART II

Effective Date of Document 8-13-80	Signature Date of Document 8-13-80	Estimated Completion Date 12-31-80	Contract/Grant funded through (date) 12-31-80
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated (Deobligate/ Subobligated by this Action) Deobligate \$285,385	Cumulative Obligation thru this Action \$26,646,804

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.

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- P Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

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- 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

ENTERED AUG 27 1980

(Continued on Page 2)

A

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

AUG 26 1980

August 13, 1980

ORIGINAL

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, CA 94110

Subject: Grant No. AID/pha-G-1040
Amendment No. 29
PIO/T No. 498-0264-3-6407203 A3

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby decreases the total cumulative obligation to The Asia Foundation (TAF) under this grant by \$285,385.

The total cumulative obligation under this grant is now \$26,646,804 and TAF's Federal Reserve Letter of Credit will be decreased accordingly.

This deobligation of funds is effective as of the date of this letter.

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

Please sign the original and all copies to acknowledge receipt of this letter. Retain one copy for your records and return the original and remaining copies to this office.

Sincerely yours,

William E. Gohn

William E. Gohn
Grant Officer
Regional Operations Division-Asia
Office of Contract Management

Receipt Acknowledged:
THE ASIA FOUNDATION

BY *Allen C. Choate*
TITLE *Washington Representative*
DATE *8/14/80*

10

JUN 17 1980

ENTERED

MEMORANDUM

Date: June 16, 1980

TO : Distribution
FROM : ^{ACW} CM/SOD, Donald Dickie
SUBJECT: Grant No. AID/PHA-G-1040 between A.I.D.
and The Asia Foundation

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated June 4, 1980. This Agreement is also Amendment No. 28 to the subject grant.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/DSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis ✓
CM/SD/SUP, Mrs. J. Pellegrino
SER/EM/PAD, P. Amos
AAG/W, Mr. A. LeBlanc (2 copies)

Contracting Officer, CM/ROD/ASIA, P. Howley

Project Manager, ASIA/DP, M. Snoddy

USAID/_____

ORIGINAL

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date June 4, 1980

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

REFERENCE TAF letter dated May 19, 1980

INSTITUTION The Asia Foundation
" " 550 Kearny Street
OFFICE San Francisco, CA 94119

PART I - NEGOTIATED INDIRECT COST RATES (%).

Type	Effective Period		Program Operational Expense (a)	Administrative Expense (b)
	From	Thru		
Provisional	4-1-79	Until amend.	45.3 %	15.5 %

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

Base of Application

- (a) Direct program expenditures
- (b) Total program expenditures, program operational expense and fund raising.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS

12

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SI R/CM/SD/SUP Action Monitor **SAL**

SE R/CM/SD/SUP Action Office **ASIA**

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

PART IA.

4/30/80

Contractor/Grantee Name

ASIA FOUNDATION

PIO/T Number 498-0264-3-64077203 A2	Appropriation Number 72-1101021.6	Allotment Number 616-64-498-00-69-01	Project Number
---	---	--	----------------

Project Title

General Support Grant

Amount of this PIO/T \$400,000 Inc.	Project Manager's Name and Office Symbol ASIA/DP, Michael J. Snoddy	Contractor's D-U-N-S Number
---	---	-----------------------------

Negotiator's Typed Name A CAMPBELL	Signature <i>A Campbell</i>	Date 5/8/80
--	--------------------------------	-----------------------

Contract/Grant Officer's Typed Name P. Howley W. GOHN	Signature <i>Wg</i>	Date 5/8/80
---	------------------------	-----------------------

PART IB.

Contract/Grant Number AID/pha-G-1040	Type Order ---	Order Number ---	Amendment/Modification Number 27	Date PIO/T Received by CM/SD/SU or Mission Contract Office 4/30/80
--	--------------------------	----------------------------	--	--

PART II.

Effective Date of Document 5/8/80	Signature Date of Document 5/8/80	Estimated Completion Date 12/31/80	Contract/Grant funded through (date) 12/31/80
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$ 400,000	Cumulative Obligation thru this Action \$ 26,432,189

PART III.

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

M03 - TYPE ACTION

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

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

M04 CONTRACT/GRANT TYPE

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

*Complete ONLY through M51.

M05 SELECTION PROCEDURES

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

- G. Unsolicited Proposal (AIDPR 7-3 101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3 101-50(b)(1))
- I. Sole Source (AIDPR 7-3 101-50(b)(4))
- J Impairment of Foreign Policy Objectives (AIDPR 7-3, 101-50(b)(7))
- K 8(a) Selection (FPR 1-1 71 3-1)
- 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))

ENTERED
 1980 JUN 13 10 13 AM

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

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

M08 - TYPE AWARD

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

(Continued on Page 2)

13

MAY 20 1980

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20511

ORIGINAL

May 8, 1980

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, CA 94110

Subject: Grant No. AID/pha-G-1040
Amendment No. 27
PIO/T No. 498-0264-3-6407203 A2

FUNDS AVAILABLE
J. Robinson
MAY 16 1980
JC 4190
Program Acctg Division
OFFICE OF FINANCIAL MANAGEMENT

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby grants to The Asia Foundation (TAF) an additional sum of \$400,000 to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States in further support for this program during the period October 1, 1979 through December 31, 1980. Except as AID may otherwise agree, no reimbursement of expenditures for such period shall be made after June 30, 1981.

The total cumulative obligation under this grant is now \$26,932,189 and TAF's Federal Reserve Letter of Credit will be increased accordingly.

This grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program.

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

Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy for your records and return the original and remaining copies to this office.

Sincerely Yours,

William E. Gohn

William E. Gohn
Grant Officer
Regional Operations Division-Asia
Office of Contract Management

ORIGINAL

14

ACCEPTED:

THE ASIA FOUNDATION

BY: Allen C. Chuato

TITLE: Washington Representative

DATE: 5/14/80

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

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

SER/CM/SD/SUP Action Office **SAL**

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.

1/22/80

Contractor/Grantee Name

ASIA FOUNDATION

PIO/T Number 498-0264-3-6407203 <i>4/ AI</i>	Appropriation Number 72-1101021.6	Allotment Number 046-64-498-00-69-01	Project Number
--	---	--	----------------

Project Title

General Support Grant

Amount of this PIO/T \$3,000,000	Project Manager's Name and Office Symbol ASIA/DP, Michael J. Snoddy	Contractor's D-U-N-S Number
--	---	-----------------------------

Negotiator's Typed Name A. CAMPBELL	Signature <i>A. Campbell</i>	Date 2/28/80
---	---------------------------------	------------------------

Contract/Grant Officer's Typed Name -P. Hawley W. Gohn	Signature <i>Wg</i>	Date 2-28-80
--	------------------------	------------------------

PART IB.

Contract/Grant Number AID/pba-G-1040	Type Order	Order Number	Amendment/Modification Number #26	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 1/22/80
--	------------	--------------	---	---

PART II.

Effective Date of Document 10/1/79	Signature Date of Document 2/28/80	Estimated Completion Date 12/31/80	Contract/Grant funded through (date) 6/30/81
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$2,846,962	Cumulative Obligation thru this Action \$26,532,189

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

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

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

M04 - CONTRACT/GRANT TYPE

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

*Complete ONLY through M51

M05 - SELECTION PROCEDURES

- A Formally advertised (IFB) (AIDPR 7-2 4 & FPR 1-2 4)
- B Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C A & E (AIDPR 7-4 10)
- D Ed Inst. and/or Int'l Research (AIDPR 7-4 57)
- E Collaborative Assistance (AIDPR 7-4 58)
- F Predominant Capability (AIDPR 7-3 101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H Procurement to be Performed by the Contractor in Person (AIDPR 7-3 101-50(b)(1))
- I Sole Source (AIDPR 7-3 101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3 101-50(b)(7))
- K. 8(a) Selection (FPR 1-1 713-1)
- L Grant (Handbook 13)
- M Do Not Use
- N Cooperative Agreement (Handbook 13)
- O Small Business Set-Aside (FPR 1-1 706-8)
- P Overseas Procuring Activities (AIDPR 7-3 101-50(b)(2))

M06 - TYPE SERVICE

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

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- B. A & E Firms

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

M08 - TYPE AWARD

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

(Continued on Page 2)

16

ORIGINAL

FUNDS OBLIGATED

February 28, 1980

Approp. No. 72-1101021-6
 Allot. No. 046-64-498-00-69-01
 Obl. No. 6407203 Obj. Cl. 498
 Amount \$ 2,846,962.00
 Proj. No. 498-0264

Mr. Haydn Williams
 The Asia Foundation
 550 Kearny Street
 San Francisco, CA 94110

By *[Signature]* FM/CSD
 Date 2/29/80

Subject: Grant No. AID/pha-G-1040, Amendment No. 26
 PIO/T No. 498-0264-3-6407203 A1

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby grants to the Asia Foundation (TAF) an additional sum of \$2,846,962 to contribute to the costs of its development activities in friendly, less developed Asian countries and related activities in the United States in further support for this program during the period October 1, 1979 through December 31, 1980. Except as A.I.D. may otherwise agree, no reimbursement of expenditures for said period shall be made after June 30, 1981.

It is understood that allocation of funds obligated heretofore and hereunder for each program fiscal year of this Grant has been as follows:

- a. \$3,190,000 August 1, 1973 - July 31, 1974
- b. \$4,310,000 August 1, 1974 - July 31, 1975
- c. \$3,920,000 August 1, 1975 - July 31, 1976
- d. \$4,580,227 August 1, 1976 - September 30, 1977
- e. \$3,235,000 October 1, 1977 - September 30, 1978
- f. \$3,522,000 October 1, 1978 - September 30, 1979
- g. \$3,774,962 October 1, 1979 - December 31, 1980

\$26,532,189 - Total

17

The total cumulative obligation under this Grant is now \$26,532,189 and TAF's Federal Reserve Letter of Credit will be increased accordingly.

The funds provided herein are granted on the condition that the Grantee administer them in accordance with the following:

(1) The detailed budget entitled "The Asia Foundation Budget, Fiscal Year 1980" is hereby incorporated by reference and is deemed to represent areas of expenditures which may be attributed to this Grant, except as identified in Appendix 1. The funding under this Agreement of any activities which are not included in said budget shall be subject to the prior review and approval of AID. It is understood that said review will be carried out in accordance with the standards of the New Direction Mandate as stated in the Report to the Committee on International Relations on Implementation of Legislative Reforms in the Foreign Assistance Act of 1973, and that approval of such activities will be subject to certification by AID field Missions/Embassies that the activity meets such standards.

(2) Delete attachment C-5 and add:

"Attachment C-6, entitled Actual Budget - Fiscal Year 1979"

"Attachment C-7, entitled Proposed Budget - Fiscal Year 1980"

(3) Reference the Program Description, Special Provisions, Paragraph C: Delete Laos and India. Substitute Sri Lanka in place of Ceylon and add Solomon Islands, Cook Islands, Tonga, Fiji, Western Samoa, Papua New Guinea, Tuvalu, and Kiribate.

(4) It is understood that TAF agrees to submit a report on the measures it has taken to implement AID Audit Report No. 79-48 entitled "An Examination of The Asia Foundation". This report will be submitted by TAF to the AID project officer in AID/W by April 1, 1980. The report should list FY 79 projects for which AID funds were committed, by country, name of project, TAF project number, and amount of funds obligated. A similar report detailing use of FY 80 funds provided by AID will be submitted to AID/W no later than February 1, 1981.

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

Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy for your records and return the original and remaining copies to this office.

Sincerely yours,

William E. Gohn

William E. Gohn
Grant Officer
Regional Operations Division-Asia
Office of Contract Management

ACCEPTED:

The Asia Foundation

BY: *Allen P. Chvate*

TITLE: *Washington Representative*

DATE: *2/28/80*

THE ASIA FOUNDATION

C - 6

SUMMARY OF EXPENDITURES
FISCAL YEAR 1979

Prepared From The Books Without Audit

PROGRAM

Country Programs	\$ 2,238,877	
Other Budgets:		
San Francisco Administered	116,400	
Books for Asia	303,408	
Luce Scholars	<u>32,210</u>	
Subtotal		\$ 2,690,895
<u>Program Operational Expenses</u>		
Overseas	1,297,473	
Domestic	<u>580,717</u>	
Subtotal		<u>1,878,190</u>
TOTAL PROGRAM		4,569,085

ADMINISTRATION

Office of the President	160,025	
Washington, D.C. Office	77,774	
Administration Division	544,877	
Public Affairs	<u>69,476</u>	
TOTAL ADMINISTRATION		852,152

DEVELOPMENT

		<u>63,225</u>
GRAND TOTAL		<u>\$ 5,484,462</u>

THE ASIA FOUNDATION

C - 7

Budget --- Fiscal Year 1980*

PROGRAM

Country Programs	\$ 4,382,160	
Other Budgets:		
San Francisco Administered	393,100	
Books for Asia	275,000	
Luce Scholars	96,000	
Program Reserve Funds	<u>170,000</u>	
Subtotal		\$ 5,316,260
<u>Program Operational Expenses</u>		
Overseas	1,108,300	
Domestic	<u>565,650</u>	
Subtotal		<u>1,673,950</u>
TOTAL PROGRAM		6,990,210

ADMINISTRATION

Office of the President	148,700	
Washington, D.C. Office	58,250	
Administration Division	512,100	
Public Affairs	<u>87,450</u>	
TOTAL ADMINISTRATION		806,500

DEVELOPMENT

56,900

CONTINGENCY

46,390

GRAND TOTAL \$ 7,900,000

* Source: The Asia Foundation, Annual Budget,
Fiscal Year 1980, dated July 1979

1/25/80

APPENDIX 1

The Asia Foundation FY 80 Planning Budget

- REFERENCES: A) STATE 155900
B) R. Halligan Memo dtd Nov. 13, 1979
C) STATE 301998
D) Bangkok 50107
E) Colombo 6258
F) Dacca 8546
G) Hong Kong 21849
H) Islamabad 13333
I) Jakarta 19582
J) Kabul 8365
K) Kuala Lumpur 16839
L) Manila 23105
M) Seoul 17995
N) Suva 4320
O) Singapore 12401
P) Tokyo 21450

Reference A, B, and C provided instructions to field missions on certifying that projects and programs funded by TAF comport with the New Directions Mandate. References D thru P provide the Mission/Embassy formal certification that TAF's planned program has been reviewed.

Projects / Programs not in accord with A.I.D. objectives are:

Malaysia - Training in Rural Credit - Agricultural Bank of
Malaysia - \$7,000

Philippines - Skills Training Program - Assumpta Tech. High
School - \$ 4,000

Philippines - So. Cotabato Community Based Health Program -
\$5,500

Philippines - Campus Planning - Davao Medical School - \$15,000

Philippines - So. Cotabato Agri-Nutrition Project -
Mindanao-Sulu Secretariat for Social Action - \$ 2,000

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor

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

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 <i>THE ASIA FOUNDATION</i>			
PIO/T Number	Appropriation Number <i>72-1191021.6</i>	Allotment Number <i>946-64-498-00-76-</i>	Project Number <i>932-13-950-017</i>
Project Title <i>General Support Grant: Development Activities in LDC's.</i>			
Amount of this PIO/T <i>0</i>	Project Manager's Name and Office Symbol <i>M. Snoddy, ASIA/DP</i>		Contractor's D-U-N-S Number
Negotiator's Typed Name <i>A. CAMPBELL</i>	Signature <i>A. Campbell</i>	Date <i>12/14/79</i>	
Contract/Grant Officer's Typed Name <i>P. Howley</i>	Signature	Date	

PART IB.

Contract/Grant Number <i>91D/pha-G-1040</i>	Type Order	Order Number	Amendment/Modification Number <i>#25</i>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office
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PART II.

Effective Date of Document <i>12/12/79</i>	Signature Date of Document <i>12/12/79</i>	Estimated Completion Date <i>2-29-80</i>	Contract/Grant funded through (date) <i>2-29-80</i>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <i>-0-</i>	Cumulative Obligation thru this Action <i>4,450,000</i>

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 (IQC)*
- 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 1 FP, FPRD, FPEPA, GPI)
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- 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 (IF-B) (AIDPR 7-2.4 & FPR 1-2.4)
- B Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C A & E (AIDPR 7-4.10)
- D Fed Inst and/or Int'l Research (AIDPR 7-4.57)
- E Collaborative Assistance (AIDPR 7-4.58)
- F Predominant Capability (AIDPR 7-3.101-50(b)(3))

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- I Sole Source (AIDPR 7-3 101-50(b)(4))
- J In Pursuit of Foreign Policy Objectives (AIDPR 7-3 101 50(b)(7))
- K 8(a) Selection (1 PR 1 1 713-1)
- L Grant (Handbook 13)
- M Do Not Use
- N Cooperative Agreement (Handbook 13)
- O Small Business Set-Aside (FPR 1-1 706-8)
- P Overseas Procuring Activities (AIDPR 7 3 101-50(b)(2))

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

- C Individual (Non-personal service)
- D Individual (Personal Service)
- E University/Other Educational Institutions
- F Non-Profit Organization, Institutions (other than Ed or PVO)
- G Private Voluntary Organization (PVO)
- H International Agricultural Research Organization
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M08 - TYPE AWARD

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

(Continued on Page 2)

ATP FEB 7 1980

23

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

FEB 7 1980

ORIGINAL

December 12, 1979

Mr. Haydn Williams
The Asia Foundation
P.O. Box 3223
San Francisco, CA. 94119

Subject: AID-pha-G-1040, Amendment No. 25

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, AID hereby further amends the subject Grant as follows:

The expiration date of "December 31, 1979" is hereby deleted and "February 29, 1980" substituted in lieu thereof.

Carry-over funding of up to \$1,053,000 may be utilized for program related expenses during the on-going period.

No funds are obligated as a result of this amendment.

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

Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy for your records and return the original and remaining copies to this office.

ACCEPTED

THE ASIA FOUNDATION

BY: Allen C. Choate

TYPED NAME: ALLEN C CHOATE

TITLE: Washington Representative

DATE: Dec. 14, 1979

Sincerely yours,

Peter J. Howley
Peter J. Howley
Grant Officer
Regional Operations Division-Asia
Office of Contract Management

24

OCT 3 1979

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20521

ORIGINAL

September 25, 1979

Mr. Hayden Williams
The Asia Foundations
500 Kearny Street
San Francisco, California 94119

Subject: AID/pha-1040, Amendment no. 23

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, AID hereby further amends the subject Grant as follows:

The expiration date of "September 30, 1979" is hereby deleted and "December 31, 1979 substituted in lieu thereof.

Carry over funding of up to \$1,053,000 may be utilized for program related expenses during the on-going period.

No funds are obligated as a result of this amendment.

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

Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy for your records and return the original and remaining copies to this office.

ACCEPTED

THE ASIA FOUNDATION

BY: Allen C. Choate

TYPED NAME: ALLEN C. CHOATE

TITLE: WASHINGTON REPRESENTATIVE

DATE: 9/26/79

Sincerely yours,



Peter J. Howley
Grant Officer
Regional Operations Division-Asia
Office of Contract Management

25

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

June 14, 1979

Mr. Hayden Williams
The Asia Foundation
500 Kearny Street
San Francisco, California 94119

Subject: Grant AID/pha-G-1040, Amendment No. 23.

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, AID hereby further amends the subject Grant as follows:

In Amendment 22, delete the following figures:

" e. \$3,685,000 October 1, 1977 - September 30, 1978"
" f. \$4,000,000 October 1, 1978 - September 30, 1979"

Substitute in lieu thereof, the following:

" e. \$3,235,000 October 1, 1977 - September 30, 1978"
" f. \$4,450,000 October 1, 1978 - September 30, 1979"

This change reflects the intent of Amendment 19, wherein the Grant Officer authorized carry over funding of \$450,000.

No funds are obligated as a result of this amendment.

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

Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy for your records and return the original and remaining copies to this office.

ACCEPTED

THE ASIA FOUNDATION

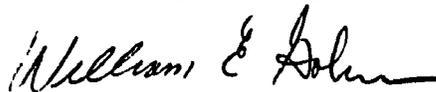
BY: Doris G. Bebb

TYPED NAME: Doris G. Bebb

TITLE: Grant Administrator

DATE: June 20, 1979

Sincerely yours,



William E. Gohn
Grant Officer
Regional Operations Division - Asia
Office of Contract Management

26

CM Action Office: CM/PAO/ASIA

CM/SUP Action Monitor: LEWIS

Section IA
Contractor/Grantee Name: ASIA Foundation

Section IB
Contract/Grant Number: 610/ASIA-G-1040
Type Order: _____ Order No. _____
Amend/Modification No.: 23
Date FIO/7 Rec'd CM/SUP or Mission Contract Office: 1 1

FIO/7 #: N/A

APPRO. #: _____

ALLOT. #: _____

PROJECT #: _____

PROJECT TITLE: _____

Amount of this FIO/7: _____

Project Manager and Tech Office: ASIA / DP M Spoddy

Contractor's D-U-N-S No: _____

Negotiator: P. Howley Contract/Grant Officer: P. Howley

Signature: [Signature] Initials: PH

Section II
Effective Date of Document: 9/2/78 Host Country Institution (Univ. only): Regional

Signature Date of Document: 9/26/78 Campus Coordinator (Univ. only): _____

Est. Comp. Date: 12/30/79 Amount Obligated/Deobligated/or Subobligated

Contract/Grant funded through (date): 4/30/77 by this Action: 0

Cumul Obligation thru this Action: 23,685,227

Section III. Description of Contract/Grant: PLEASE CIRCLE ONLY ONE ITEM UNDER EACH HEADING IF OTHER, PLEASE SPECIFY (Complete both pages 1 and 2) (Not to be completed for Amendment or Modification Actions)

- MO3 - TYPE ACTION**
- 0. Contract/Grant/Coop Agreement
 - 1. Task Order (BOA)
 - 2. Work Order (IQC)
 - 3. Delivery Order (Requirements)
 - 4. Purchase Order
- If 1 - 3 circled, complete M2 only.

- MO4 - CONTRACT/GRANT TYPE**
- 0. MOA, (BOA, BMA, etc)
 - 1. Fixed Price (Specify FFP, FPRD, FPEPA, FPI)
 - 2. Cost Reimbursement (Specify CR, CPT, CS, CWF, CWF)
 - 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 M3.
Complete only through M51.

- MO5 - SELECTION PROCEDURES**
- A. Formally advertised (IFB) (AIDPR 7-2.4) & (FPR 1-2.4)
 - B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.36)
 - C. A & E (AIDPR 7-4.10)
 - D. Ed Inst and/or Intl Research (AIDPR 7-4.57)
 - E. Collaborative Assistance (AIDPR 7-4.58)
 - F. Predominant Capability (AIDPR 7-3.101-50(b)(3))
 - G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
 - H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
 - I. Sole Source (AIDPR 7-3.101-50(b)(4))
 - J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
 - K. S(a) Selection (FPR 1-1.713-1)
 - L. Grant (Handbook 13)
 - M. Do Not Use
 - N. Cooperative Agreement (Handbook 13)
 - O. Small Business Set-Aside (FPR 1-1.706-8)
 - P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

- MO6 - TYPE SERVICE**
- A. Training of Participants
 - B. Tech Assistance (Program, Project related except A & E Services)
 - C. A & E Services
 - D. Construction
 - E. Research
 - F. Tech Services to AID (other than training) (usually operating expense)
 - G. Training Service for AID
 - H. Equipment, Materials, Supplies, Commodities
 - I. Translation Service

- MO7 - 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. Univ/other Ed Institutions
 - F. Non-Profit Organ, Institutions (other than Ed or PVO)
 - G. Private Voluntary Organization (PVO)
 - H. International Agri Research Organization
 - I. Public International Organizations (Un Agencies, ICRC World Bank, etc.) (Handbook 13, Chapter 3)

- MO8 - TYPE BUSINESS**
- A. SB Set-Aside - Awarded to Non-Minority
 - B. SB Set-Aside - Awarded to Minority
 - C. SB Not Set-Aside - Awarded to Non-Minority
 - D. SB Not Set-Aside - Awarded to Minority
 - E. S(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
 - F. S(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

27

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

18 MAY 1979

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, CA 94110

Subject: Grant No. AID/pha-G-1040, Amendment No. 22
PIO/T No. 498-260-3-6497203

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (A.I.D.) hereby grants to The Asia Foundation an additional sum of \$2,500,000 to contribute to the costs of its development activities in friendly, less developed Asian countries and related activities in the United States in further support for this program during the period October 1, 1978 through September 30, 1979. The total cumulative obligation under this grant is now \$23,685,227 and TAF's Federal Reserve Letter of Credit will be increased accordingly.

This Grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program. The allocation of funds obligated under the Grant as reflected in Amendment 18 is amended as follows:

- | | |
|----------------|-------------------------------------|
| a. \$3,190,000 | August 1, 1973 - July 31, 1974 |
| b. \$4,310,000 | August 1, 1974 - July 31, 1975 |
| c. \$3,920,000 | August 1, 1975 - July 31, 1976 |
| d. \$4,580,227 | August 1, 1976 - September 30, 1977 |

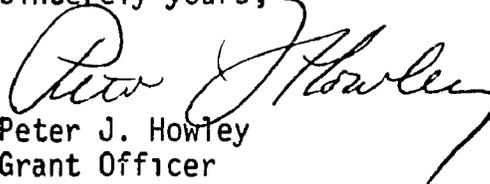
28

- e. \$3,685,000 October 1, 1977 - September 30, 1978
 - f. \$4,000,000 October 1, 1978 - September 30, 1979
- \$23,685,227 - Total

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

Please sign the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted and return six (6) copies of the Grant to the undersigned.

Sincerely yours,



Peter J. Howley
Grant Officer
Regional Operations Division - Asia
Office of Contract Management

ACCEPTED

The Asia Foundation

BY Allen C. Choate
TITLE Washington Representative
DATE 5/19/79

FUNDS OBLIGATED	
Approp. No.	77-1191021.6
Allot. No.	77-67-498-00-76-91
Obl. No.	67-97203
Obj. Cl.	490
Amount \$	2,500,000.00
Proj. No.	498-0260
BY <u>M. Blum</u>	Date <u>5/25/79</u>

24

MEMORANDUM

Date: May 16, 1979

TO : Distribution

FROM : ^{ABD.} CM/SOD, Donald B. Dickie

SUBJECT: Grant No. AID/pha-G-1040 between A.I.D.
and The Asia Foundation.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 19, 1979. This Agreement is also Amendment No. 21 to the subject Grant.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

- CM/SD/SUP, Mrs. R. Lewis
- CM/SD/SUP, Mr. G. Nell
- SER/FY, Mr. W. McKeel
- AAG/W, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ROD/ASIA, Mr. P. Howley

Project Manager, ASTA/DP, Mr. M. Snoddy

USAID/_____

ORIGINAL

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date April 19, 1979

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

REFERENCE Advance Understanding dated April 12, 1979

INSTITUTION The Asia Foundation
or 550 Kearny Street
OFFICE San Francisco, California 94119

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Program Operational Expense a/	Administrative Expense b/
	From	Thru		
Provisional	4-1-79	Until Amended	32.5	11.8

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

Base of Application

a/ Direct program expenditures.

b/ Total program expenditures, program operational expense and fund raising.

X-31

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7-3 705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Grant No.</u>	<u>Amendment No</u>	<u>Project Number</u>
AID/pha-G-1040	21	932-13-950-017
AID/asia-G-1103	4	498-251-3-6868047
AID/asia-G-1104	4	498-251-3-6868047
AID/asia-G-1152	2	426-64-498-000
AID/asia-G-1191	3	498-13-899-251
AID/asia-G-1305	1	498-0251

ACCEPTED

BY

Allen C. Choate

ALLEN C. CHOATE

PRINTED OR TYPED NAME

WASHINGTON REPRESENTATIVE

TITLE

4/24/79

DATE

Donald Dickie

Donald Dickie

CONTRACTING OFFICER

Overhead and Special Costs Branch

Services Operations Division

Office of Contract Management

Agency for International Development

DISTRIBUTION

CM/ROD

CM/COD

OTHER

AFR

AN

X

AAG/W

NE

PE

X

CM/SD/SUP

DD

LA

OTR

X

SER/FM/PAD

X

ASIA

CM/SOD

X

ASIA/DP

PDC

CM Action Office: ASIA

CM/SUP Action Monitor SAL

Section IA
Contractor/Grantee Name: ASIA FOUNDATION

Section IB
Contract/Grant Number: AID/pha-G-1040
Type Order: Order No:
Amend/Modification No.:
Date FIO/T Rec'd CM/SUP or Mission Contract Office: 11/27/78

FIO/T # 498-260-3-6497203

APPRO. # 72-1191021.6

ALLOT. # 946-64-498-00-76-91

PROJECT #

PROJECT TITLE Asia Foundation - General Support Grant

Amount of this FIO/T. \$4,000,000

Project Manager and Tech. Office: M. Snoddy ASIA/PI

Contractor's D-U-N-S No.

Negotiator: P. Howley Contract/Grant Officer: P. Howley

Signature: [Signature] Initials: P.H.

Section II

Effective Date of Document May 16 1975

Host Country Institution (Univ. only):

Signature Date of Document May 16 1975

Campus Coordinator (Univ. only):

Est. Comp. Date. Sept 30, 1975

Amount Obligated/Deobligated/or Subobligated

Contract/Grant funded through (date) Sept 30 1975

by this Action 2,500,000

Cumul Obligation thru this Action: 23,685,227

Section III. Description of Contract (Grant) PLEASE CIRCLE ONLY ONE ITEM UNDER EACH HEADING. IF OTHER, PLEASE SPECIFY. (Complete both pages 1 and 2) (Not to be completed for Amendment or Modification Actions)

NO3 - TYPE ACTION

- 0. Contract/Grant/Coop. Agreement
1. Task Order (BOA)
2. Work Order (IOC)
3. Delivery Order (Requirements)
4. Purchase Order
If 1 - 3 circled, complete ML2 only.

NO4 - CONTRACT/GRANT TYPE

- 0. MDA, (BOA, BMA, etc)
1. Fixed Price (Specify FFP, FPPD, FPEPA, FPI)
2. Cost Reimbursement (Specify CR, CPFF, CS, CPAF, CPIF)
3. Cooperative Agreement
4. Grant - General Support
5. Grant - Specific Support
6. Grant - 211(d)
7. Do not Use
8. IQCs
9. Host Country Contract/Grant Complete only through M51.

NO5 - SELECTION PROCEDURES

- A. Formally advertised (LFB) (AIDPR 7-2.4) & (FPR 1-2.4)
B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
C. A & E (AIDPR 7-4.10)
D. Ed. Inst and/or Intl Research (AIDPR 7-4.57)
E. Collaborative Assistance (AIDPR 7-4.58)
F. Predominant Capability (AIDPR 7-3.101-50(b)(3))
G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
I. Sole Source (AIDPR 7-3.101-50(b)(4))
J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
K. S(a) Selection (FPR 1-1.713-1)
L. Grant (Handbook 13)
M. Do Not Use
N. Cooperative Agreement (Handbook 13)
O. Small Business Set-Aside (FPR 1-1.706-8)
P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

NO6 - TYPE SERVICE

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

NO7 - 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. Univ/other Ed Institutions
F. Non-Profit Organ., Institutions (other than Ed or PVO)
G. Private Voluntary Organization (PVO)
H. International Agri. Research Organization
I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (Handbook 13, Chapter 5)

NO8 - TYPE BUSINESS

- A. SB Set-Aside - Awarded to Non-Minority
B. SB Set-Aside - Awarded to Minority
C. SB Not Set-Aside - Awarded to Non-Minority
D. SB Not Set-Aside - Awarded to Minority
E. S(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
F. S(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
U. S. Government

Handwritten note: Note: Amendment # 20 obligated other 1.5 million

Handwritten number: 33

M09 - CONTRACTING PARTIES

- 1. Direct AID/W Executed Contract/G
- 2. Direct AID Mission Executed Contr.../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 than 1 thru 5 (Not PVO or COOP)

M11 - BASIS FOR PAYMENT

- 1. Reimbursement
- 2. Non-FRLC - Advance
- 3. Federal Reserve Letter of Credit - Advance
- 4. Do Not Use
- 5. Loan } Host Country Only
- 6. Grant }

M12 - COUNTRY OF PERFORMANCE

(Specify)

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 and 2
- 4.

M15 - TYPE OWNERSHIP

- 1. American Oriental
- 2. Black American
- 3. American Aleuts or Eskimos
- 4. American Indian
- 5. Hispanic
- 6. Other than 1 thru 5

M17 - CURRENCY INDICATOR

- 1. U. S. Dollar
- 2. Local Currency
- 3. Combination
- 4. 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 BUSINESS

- 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
 - Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) - Minority
- M U S Government
- N. Unknown

M36 - SUBJECT TO STATUTORY REQUIREMENT

- A. Walsh-Healey Act, Manufacturer } Equipment, Supplies,
- B. Walsh-Healey Act, Retail Dealer } Materials, Commodities
- 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)

M37 - AFFIRMATIVE ACTION PLAN ON FILE

Yes _____
No _____

M38 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

Yes _____
No _____

M60 - INCREMENTAL FUNDED CONTRACT

Yes _____ No _____

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID?
Yes _____ No _____

M63 - EXTENT OF COMPETITION IN NEGOTIATION

COMPETITIVE

- A1. Small Business Total Set-Aside
- A2. Small Business Partial Set-Aside
- A3. Labor Surplus Set-Aside
- A4. Labor Surplus/Small Business Set Aside
- A9. Other Negotiated Competitive

NON-COMPETITIVE

- B1. Buy Indian
- B2. 8(a) Program
- B3. Follow-on After Competition
- B9. Other Negotiated Non-Competitive

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, A - 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

M66 - COST ACCOUNTING STANDARDS

Required _____
Not Required _____

M67 - NUMBER OF BIDDERS OFFERING ITEMS OR SERVICES OF FOREIGN CONTENT

M68 - WOMEN OWNED BUSINESS

Yes _____ No _____

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

M70 - LABOR SURPLUS AREA (LSA) PREFERENCE (Location of Contractor)

- 1. Labor Surplus Area - No Preference
- 3. Labor Surplus Area - Tie Bid Preference
- 5. Not a Labor Surplus Area Preference Award
- 7. Total Labor Surplus/Small Business Set-Aside Preference
- 8. Total Labor Surplus Set-Aside Preference (P.L. 95-89)

(M09 - M51 are required for AID reporting; M36 - M69 are required for the Office of Federal Procurement Policy reporting. SER/CM has no control over these elements.)

Asia

ACQUISITION ACTION DATA SHEET

Nov Page 1

CM Action Office: ASIA

CM/SUP Action Monitor: SAL

Section IA. Contractor/Grantee Name: ASIA FOUNDATION

Section IB. Contract/Grant Number: AID/pha-G-1040. Type Order: Order No: Amend/Modification No.: 20. Date PIO/T Rec'd CM/SUP or Mission Contract Office: 11/27/78

PIO/T #: 498-260-3-6497203

APPRO #: 72-1191021.6

ALLOT #: 946-64-498-00-76-91

PROJECT #: 932-0017

PROJECT TITLE: Asia Foundation - General Support Grant

Amount of this PIO/T: \$4,000,000

Project Manager and Tech. Office: ASIA / DP R Halligan

Contractor's D-U-M-S No.

Negotiator: Webber

Contract/Grant Officer: P. Howley

Signature: Webber

Initials:

Section II

Effective Date of Document: 10 Oct 1978

Host Country Institution (Univ. only):

Signature Date of Document: 14 Dec 1978

Campus Coordinator (Univ. only):

Est Comp Date: 30 Sept 1979

Amount Obligated/Deobligated/or Subobligated

Contract/Grant funded through (date): 30 Sept 1979

by this Action: \$1,500,000

Cum. l. Obligation thru this Action: \$21,185,227

Section III Description of Contract/Grant PLEASE CIRCLE ONLY ONE ITEM UNDER EACH HEADING IF OTHER, PLEASE SPECIFY. (Complete both pages 1 and 2) (Not to be completed for Amendment or Modification Actions)

M03 - TYPE ACTION

- 0. Contract/Grant/Coop Agreement
1. Task Order (BOA)
2. Work Order (IOC)
3. Delivery Order (Requirements)
4. Purchase Order
If 1 - 3 circled, complete M12 only.

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc)
1. Fixed Price (Specify YFP, YPED, YPEPA, YPI)
2. Cost Reimbursement (Specify CR, CFPF, CS, CPAF, CPIP)
3. Cooperative Agreement
4. Grant - General Support
5. Grant - Specific Support
6. Grant - 211(d)
7. Do not Use
8. IOCs
9. Host Country Contract/Grant Complete only through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4) & (FPR 1-2.4)
B. Negotiated Price Competition, General Procedure (NPP) (AIDPR 7-4.56)
C. A & E (AIDPR 7-4.10)
D. Ed. Inst and/or Intl Research (AIDPR 7-4.57)
E. Collaborative Assistance (AIDPR 7-4.58)
F. Predominant Capability (AIDPR 7-3.101-50(b)(3))
G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(i)(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. S(a) Selection (FPR 1-1.713-1)
L. Grant (Handbook 13)
M. Do Not Use
N. Cooperative Agreement (Handbook 13)
O. Small Business Set-Aside (FPR 1-1.706-8)
P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
B. Tech Assistance (Program, Project related except A & E Services)
C. A & E Services
D. Construction
E. Research
F. Tech 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. Univ/other Ed Institutions
F. Non-Profit Organ, Institutions (other than Ed or PFO)
G. Private Voluntary Organization (PVO)
H. International Agri. Research Organization
I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (Handbook 13, Chapter 5)

M08 - TYPE BUSINESS

- A. SB Set-Aside - Awarded to Non-Minority
B. SB Set-Aside - Awarded to Minority
C. SB Not Set-Aside - Awarded to Non-Minority
D. SB Not Set-Aside - Awarded to Minority
E. S(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
F. S(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

35

- M99 - 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 than 1 thru 5 (Not PVO or COOP)

- M11 - BASIS FOR PAYMENT**
1. Reimbursement
 2. Non-FRIG - Advance
 3. Federal Reserve Letter of Credit - Advance
 4. Do Not Use
 5. Loan } Host Country Only
 6. Grant }

M12 - COUNTRY OF PERFORMANCE
Regional - India (Specify)

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 and 2
 - 4.

- M15 - TYPE OWNERSHIP**
1. American Oriental
 2. Black American
 3. American Aleuts or Eskimos
 4. American Indian
 5. Hispanic
 6. Other than 1 thru 5

- M16 - 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 BUSINESS**
- 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 MATTER**
- A. Walsh-Healey Act (Equipment, Supplies, Materials, Commodities)
 - B. Walsh-Healey Act (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)

M57 - AFFIRMATIVE ACTION PLAN ON FILE
 Yes _____
 No _____

M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS
 Yes _____
 No _____

M60 - INCREMENTAL FUNDED CONTRACT
 Yes _____ No _____

M61 - CONSULTANT TYPE AWARD
 Is the Award for Consulting Type Service to AID?
 Yes _____ No _____

- M63 - EXTENT OF COMPETITION IN NEGOTIATION**
- COMPETITIVE**
- A1. Small Business Total Set-Aside
 - A2. Small Business Partial Set-Aside
 - A3. Labor Surplus Set-Aside
 - A4. Labor Surplus/Small Business Set Aside
 - A9. Other Negotiated Competitive
- NON-COMPETITIVE**
- B1. Buy Indian
 - B2. 8(a) Program
 - B3. Follow-on After Competition
 - B9. Other Negotiated Non-Competitive

- 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, A - E)
- 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

M66 - COST ACCOUNTING STANDARDS
 Required _____
 Not Required _____

M67 - NUMBER OF BIDDERS OFFERING ITEMS OR SERVICES OF FOREIGN CONTENT

M68 - WOMEN OWNED BUSINESS
 Yes _____ No _____

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

- M70 - LABOR SURPLUS AREA (LSA) PREFERENCE (Location of Contractor)**
1. Labor Surplus Area - No Preference
 3. Labor Surplus Area - Tie Bid Preference
 5. Not a Labor Surplus Area Preference Award
 7. Total Labor Surplus/Small Business Set-Aside Preference
 8. Total Labor Surplus Set-Aside Preference (P.L. 95-89)

(M03 - M51 are required for AID reporting; M56 - M69 are required for the Office of Federal Procurement Policy reporting. SER/CM has no control over these elements.)

ORIGINAL

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

21 Nov 1978

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

Subject: Grant No. AID/pha-G-1040
Amendment No. 20
PIO/T No. 498-260-3-6497203

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby grants to The Asia Foundation an additional sum of \$1,500,000 to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States in further support for this program during the period October 1, 1978 through September 30, 1979. The total cumulative obligation under this grant is now \$21,185,227 and TAF's Federal Reserve Letter of Credit will be increased accordingly.

This Grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program.

Additional incremental funding will be considered subsequent to my receiving the AID audit report on TAF currently being conducted. The Auditor's recommendations will be taken into consideration in future funding.

Please sign the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted and return six (6) copies of the Grant to the undersigned.

Sincerely yours,



Peter J. Howley
Grant Officer
Regional Operations Division - Asia
Office of Contract Management

ACCEPTED

The Asia Foundation

BY Allen C. Chaste

TITLE Washington Representative

DATE December 14, 1978

FUNDS OBLIGATED	
Approp. No.	72-1191021.6
Allot. No.	946-67-498-00-76-91
Obl. No.	6497203 Obj. Cl #190
Amount	\$ 1,500,000.00
Proj. No.	498-0260
BA <u>ACR</u>	FM/CSD
	Date <u>12/29/78</u>

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

BM - S Berger
Reg - R Doucette
PDC/PVC

September 30, 1978

Mr. Hayden Williams
The Asia Foundations
500 Kearny Street
San Francisco, California 94119

Subject: AID/PHA-1040
Amendment No. 19

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, AID hereby further amends the subject Grant as follows:

The expiration date of "September 30, 1978" is hereby deleted and September 30, 1979 substituted in lieu thereof.

Carry over funding of up to \$450,000 may be utilized for program related expenses during the on-going period.

No funds are obligated as a result of this amendment.

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

Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy for your records and return the original and remaining copies to this office.

ACCEPTED

THE ASIA FOUNDATION

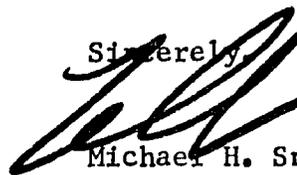
BY: Allen C. Choate

TYPED NAME: ALLEN C. CHOATE

TITLE: Washington Representative

DATE: 9/30/78

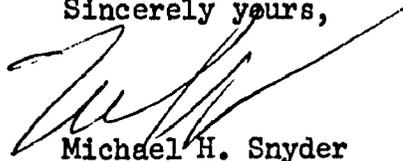
Sincerely,



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

Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy for your records and return the original and remaining copies to this office.

Sincerely yours,



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

ACCEPTED:

THE ASIA FOUNDATION

BY: Graham J. Lucas

TYPED NAME: Graham J. Lucas
TITLE: Vice President for Administration
and Grant Administrator

DATE: August 25, 1978

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

Gm. - S. Bensen
Reg. - R. Drouette
PDC/ARC

August 8, 1978

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94119

Subject: AID/PHA-1040
Amendment No. 18

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, AID hereby further amends the subject Grant as follows:

To reflect actual expenditures the schedule of funds allocated by year as set forth in Amendment No. 15 is deleted and the following substituted in lieu thereof

- a. \$3,190,000 August 1, 1973 - July 31, 1974
- b. \$4,310,000 August 1, 1974 - July 31, 1975
- c. \$3,920,000 August 1, 1975 - July 31, 1976
- d. \$4,580,227 August 1, 1976 - September 30, 1977
- e. \$3,685,000 October 1, 1977 - September 30, 1978

\$19,685,227 - Total

No funds are obligated as a result of this amendment.

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

Neg. R. Doucette

ORIGINAL

PM-S. Bergen, PDC/PVE

**DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523
July 20, 1978**

JUL 25 1978

FUNDS AVAILABLE
o/c 4190
1978

ABell
Program Division
OFFICE OF FINANCIAL MANAGEMENT

Mr. Haydn Williams
The Asia Foundation
550 Kearney Steet
San Francisco, California 94110

**Subject: Grant No. AID/PHA-G-1040
Amendment No. 17**

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby grants to the Asia Foundation an additional sum of \$2,000,000 to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States in further support of this program during the period October 1, 1977 through September 30, 1978. The Grantee may attribute funds provided by this grant for subgrants awarded in its Fiscal Year 1977/1978 program, for a period not to exceed three (3) years. Funds thus provided shall not be available for reimbursement of expenditures for its Fiscal Year 1978 program year subgrants after 10/31/81 and for its FY 1979 program year after 10/31/82.

This grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to allowable costs incurred in furtherance of the Grantee's programs.

The total cumulative obligation under this grant is now \$19,685,227.

This Grant of funds is made on the condition that the funds will be administered essentially as described in the Grantee's proposal, the

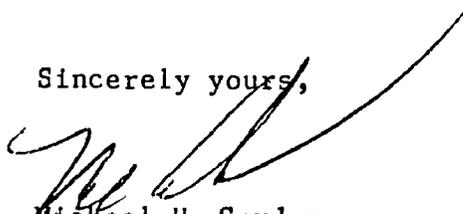
General Provisions of this Grant and the appropriate Budget, as set forth in Amendment No. 16 of this Grant, Attachment C.

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

Please sign the original and all copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Please return the original and six (6) copies of this letter to my office, making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY: Allen C. Choate

PRINTED NAME: ALLEN C CHOATE

TITLE: WASHINGTON REPRESENTATIVE

DATE: 7/24/78

Identifying Data

PIO/T No.: 932-0017-73 3289240
Appropriation No.: 72-1181021.6
Allotment No.: 846-38-099-00-76-81

MAY 2 1978

87 APR 1978

*Orig. by - S Bergens
neg - R Donatelli
PDC/PVC*

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

~~APR 1978~~

FUNDS OBLIGATED

Approp. No. 72-1101021-6
Allot. No. 846-38-079 00-26-81
Obl. No. 3289270 Col. Cl. 4120
Amount \$ 4,000,000.00
Proj. No. 932-0017-73

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

By *[Signature]* 5/1/78

Subject: Grant No. AID/pha-G-1040
Amendment No. 16
PIO/T No. 932-0017-73-3289240

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby grants to The Asia Foundation an additional sum of \$1,000,000 to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States in further support for this program during the period October 1, 1977 through September 30, 1978. The Grantee may attribute funds provided by this grant for subgrants awarded in its Fiscal Year 1977/1978 program years, for a period not to exceed three (3) years. Funds thus provided shall not be available for reimbursement of expenditures for its FY 1978 program year subgrants after 10/31/81 and for its FY 1979 program year after 10/31/82.

This grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program.

The total cumulative obligation under this grant is now \$17,685,227.

This Grant of funds is made on the condition that the funds will be administered essentially as described in the Grantee's proposal for the appropriate period, the General Provisions of this Grant and the appropriate Budget, for the appropriate period, as set forth in Attachment C, as amended.

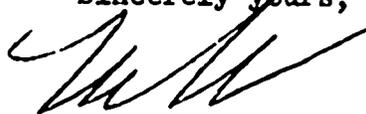
The Grant, as previously amended, is further amended as follows:

1. Delete "Attachments C-2, C-3 and C-4" in their entirety and substitute in lieu thereof the following:
 - a. "Attachment C-3 entitled Actual Budget - Fiscal Year 1977"
 - b. "Attachment C-4 entitled Revised Budget - Fiscal Year 1978"
 - c. "Attachment C-5 entitled Planning Budget - Fiscal Year 1979".

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

Please sign the original and all copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the original and six (6) copies of this letter to my office, making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

16 SEP 1977

prog prog - S Bergen
roy: S Barber
~~OFF OF THE PRES.~~
~~PICTOPLA-SP~~
AUG 5 1977

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

~~RECEIVED~~

ORIGINAL JUL 29 1977

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94410

Subject: Grant AID/pha-G-1040
Amendment No. 15
PIO/T: 932-0017-73-3279215

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, AID hereby amends the subject Grant as follows:

1. The Asia Foundation's fiscal year is changed to October 1 through September 30. Therefore, the allocation of funds obligated under the Grant is as follows:

- a. \$3,750,000 August 1, 1973 - July 31, 1974
 - b. \$3,750,000 August 1, 1974 - July 31, 1975
 - c. \$4,400,000 August 1, 1975 - July 31, 1976
 - d. \$4,285,227 August 1, 1976 - September 30, 1977
 - e. \$ 500,000 October 1, 1977 - September 30, 1978
- \$16,685,227 - Total

No funds are obligated as a result of this amendment.

Except as expressly herein amended, the subject Grant, as previously amended, is in all respects ratified, confirmed, and continued in full force

ORIGINAL

YL

The Asia Foundation

<u>Administration Expenses</u>	<u>Planning Budget</u>
Office of the President	\$162,975
Washington Office	47,625
Administration Division	<u>468,200</u>
Subtotal	\$678,800
<u>Development & Public Affairs</u>	166,800
<u>Contingency</u>	<u>0</u>
Total	\$5,000,000

The Asia Foundation

<u>Administration Expenses</u>	<u>Budget</u>
Office of the President	\$188,428
Washington Office	57,601
Administration Division	<u>493,850</u>
Subtotal	\$739,879
<u>Development & Public Affairs</u>	222,123
<u>Contingency</u>	<u>0</u>
Total	\$5,697,962
Transition Budget for period	
August 1, 1977 thru September 30, 1977	<u>1,079,322</u>
	\$6,777,284

48

Actual Budget - Fiscal Year 1977

<u>Programs' Operational Expenses</u>	<u>Budget</u>
<u>Program Grants and Services</u>	
Country Programs	\$2,448,793
Regional and New Countries	22,516
Luce Scholars	<u>77,181</u>
Subtotal	\$2,548,490
Other	
Institutional Relations and Program Services	185,479
Books for Asia	240,411
<u>The Asian Student Newspaper</u>	<u>121,832</u>
Subtotal	\$547,722
Program Operational Expenses	
Overseas	1,055,071
Domestic	<u>584,677</u>
Subtotal	\$1,639,748
Program Reserve Fund	.0
Total Program Expenses:	\$4,735,960

Revised Budget - Fiscal Year 1978

<u>Programs Operational Expenses</u>	<u>Planning Budget</u>
<u>Program Grants and Services</u>	
Country Programs	\$1,829,910
Regional and New Countries	0
Luce Scholars	<u>80,000</u>
Subtotal	\$1,909,910
Other	
Institutional Relations and Program Services	250,817
Books for Asia	155,000
<u>The Asian Student Newspaper</u>	<u>60,000</u>
Subtotal	\$ 465,817
Program Operational Expenses	
Overseas	927,750
Domestic	<u>568,700</u>
Subtotal	\$1,496,450
Program Reserve Fund	282,223
Total Program Expenses:	\$4,154,400

Planning Budget - Fiscal Year 1979

<u>Programs Operational Expenses</u>	<u>Planning Budget</u>
Country Programs	\$2,606,522
Luce Scholars	<u>85,000</u>
Subtotal	\$2,691,522
Other	
Institutional Relations and Program Services	245,000
Books for Asia	250,000
Asian Newspaper	<u>136,500</u>
Subtotal	\$ 631,500
Program Operational Expenses	
Overseas	1,055,100
Domestic	<u>597,950</u>
Subtotal	\$1,653,050
Program Researve Fund	140,000
Continuing Specials	735,000
Planned New Special Grants	728,078
Total Program Expenses:	\$6,579,150

The Asia Foundation

<u>Administration Expenses</u>	<u>Planning Budget</u>
Office of the President	\$131,650
Washington Office	52,650
Administration Division	<u>523,450</u>
Subtotal	\$707,750
<u>Development & Public Affairs</u>	163,100
<u>Contingency</u>	<u>50,000</u>
Total	\$7,500,000

52

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY: Allen C. Choate

PRINTED NAME: ALLEN C CHOATE

TITLE: WASHINGTON REPRESENTATIVE

DATE: 4/27/78

17 AUG 1977

DEPARTMENT OF STATE

AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON D C 20523

Progr mgr - S. Bergen, PHA/PVC/OPIA.
SP
OFF. OF THE PRES.

~~AUG 1 1977~~
ORIGINAL

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

JUL 29 1977

Subject: Grant No. AID/pha-G-1040
Amendment No. 14

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development hereby amends General Provision Clause B entitled "FINANCIAL REPORTS AND RECORDS" of Attachment B to this Grant as follows:

1. Add the word "and subgrantees" between the words "Grantee's" and "books" in the 10th line of the Clause.
2. At the end of the clause add the following statement:
"Any AID auditing of subgrantees' records will normally be confined to major projects of \$25,000 or more, and will be instituted only after discussion with the Foundation's headquarters in San Francisco and with the country Representative concerned."

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

ORIGINAL

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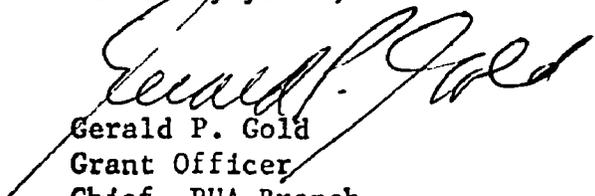
Mr. Williams
The Asia Foundation

-2-

and effect in accordance with its terms.

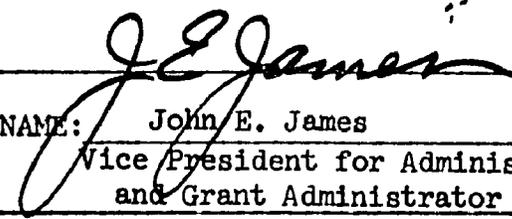
Please sign the original and all copies of this letter to acknowledge your acceptance. Retain one copy for your records and return the original and remaining copies to this office.

Sincerely yours,


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

ACCEPTED:

THE ASIA FOUNDATION

BY: 

TYPED NAME: John E. James

TITLE: Vice President for Administration
and Grant Administrator

DATE: September , 1977

55

my copy - S. Bergen; RHA/PVC/OPNS
neg - S. Bailey

22 FEB 1977

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

ORIGINAL

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

FEB 3 1977

Subject: Grant No. AID/pha-G-1040
Amendment No. 13
PIO/T No.: 932-0017-73-3279215

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby grants to The Asia Foundation an additional sum of \$3,000,000 to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States in further support for this program during the period August 1, 1976 through July 31, 1978. Of this sum, the amount of \$2,500,000 is for the period 8/1/76 - 7/31/77 and the amount of \$500,000 is for the period 8/1/77 - 7/31/78. The Grantee may attribute funds provided by this grant for subgrants awarded in its Fiscal Year 1977/1978 program years, for a period not to exceed three (3) years. Funds thus provided shall not be available for reimbursement of expenditures for its FY 1977 program year subgrants after 7/31/80 and for its FY 1978 program year after 7/31/81.

This grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program.

The total cumulative obligation under this grant is now \$16,685,227

56

and is allocated as follows:

- a. \$ 3,750,000 August 1, 1973 - July 31, 1974
 - b. \$ 3,750,000 August 1, 1974 - July 31, 1975
 - c. \$ 4,400,000 August 1, 1975 - July 31, 1976
 - d. \$ 4,285,227 August 1, 1976 - July 31, 1977
 - e. \$ 500,000 August 1, 1977 - July 31, 1978
- \$16,685,227 Total

This grant of funds is made on the condition that the funds will be administered essentially as described in the Grantee's proposal for the appropriate period, the General Provisions of this grant and the appropriate Budget, for the appropriate period, as set forth in Attachment C., as amended.

The Grant, as previously amended, is hereby further amended as follows:

- 1. Delete "Attachments C-2 and C-3" in their entirety and substitute in lieu thereof the following:
 - a. "Attachment C-2 entitled: Actual Budget - Fiscal Year 1976."
 - b. "Attachment C-3 entitled: Revised Budget - Fiscal Year 1977."
- 2. Add "Attachment C-4 entitled: Planning Budget Fiscal Year 1978."

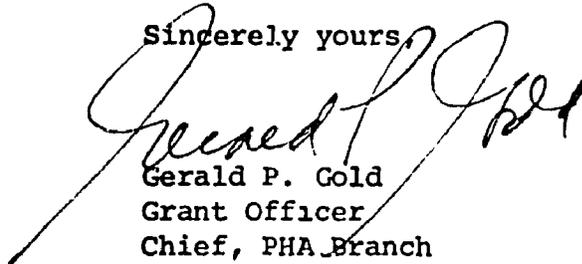
Except as expressly herein amended, the subject grant, as previously amended, is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms.

Please sign the original and all copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

57

Please return the original and six (6) copies of this letter to my office,
making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY: John E. James

PRINTED NAME: John E. James
Vice President for Administration

TITLE: and Grant Administrator

DATE: February 17, 1977

58

Actual Budget - Fiscal Year 1976

<u>Programs' Operational Expenses</u>	<u>Amount</u>
<u>Program Grants and Services</u>	
Country Programs	\$2,478,984
Regional and New Countries	182,522
Special: Food and Nutrition	232,009
Special: Populational and Community Health	232,316
Luce Scholars	<u>73,612</u>
Subtotal	\$3,199,443
Other	
Institutional Relations and Program Services	218,949
Books for Asia	277,007
<u>The Asian Student Newspaper</u>	<u>117,893</u>
Subtotal	\$ 613,849
<u>Program Operational Expenses'</u>	
Overseas	955,144
Domestic	<u>552,185</u>
Subtotal	\$1,507,329
<u>Program Reserve Fund</u>	- 0 -
Total Program Expenses:	\$5,320,621

59

The Asia Foundation

<u>Administration Expenses</u>	<u>Budget</u>
Office of the President	\$189,432
Washington Office	51,726
Administration Division	<u>470,415</u>
Subtotal	\$711,573
<u>Development & Public Affairs</u>	157,857
<u>Contingency</u>	<u>- 0 -</u>
Total:	\$6,190,051

60

Revised Budget - Fiscal Year 1977

<u>Programs' Operational Expenses</u>	<u>Budget</u>
<u>Program Grants and Services</u>	
Country Programs	\$2,793,663
Regional and New Countries	85,100
Special: Food and Nutrition	65,000
Special: Populational and Community Health	23,850
Ruce Scholars	<u>76,000</u>
Subtotal	\$3,043,613
Other	
Institutional Relations and Program Services	175,128
Books for Asia	220,000
<u>The Asian Student Newspaper</u>	<u>115,000</u>
Subtotal	\$510,128
Program Operational Expenses	
Overseas	996,400
Domestic	<u>599,750</u>
Subtotal	\$1,596,150
Program Reserve Fund	288,609
Total Program Expenses:	\$5,438,500

The Asia Foundation

<u>Administration Expenses</u>	<u>Budget</u>
Office of the President	\$181,800
Washington Office	49,550
Administration Division	<u>494,450</u>
Subtotal	\$725,800
<u>Development & Public Affairs</u>	235,700
<u>Contingency</u>	<u>100,000</u>
Total:	\$6,500,000

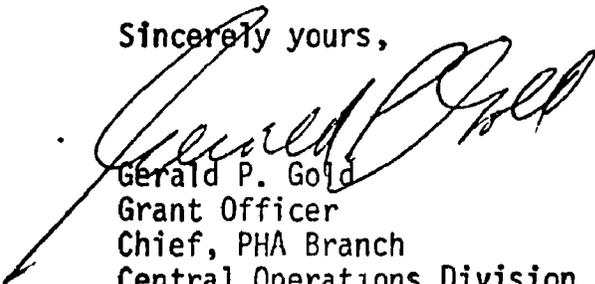
62

Planning Budget - Fiscal Year 1978

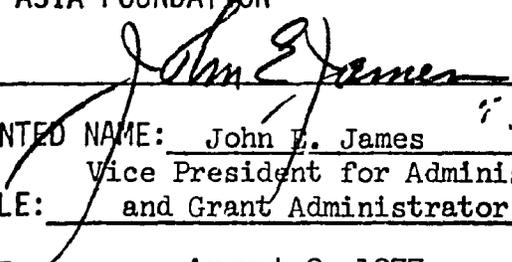
<u>Programs Operational Expenses</u>	<u>Planning Budget</u>
<u>Program Grants and Services</u>	
Country Programs	\$4,025,000
Regional and New Countries	200,000
Special: Food and Nutrition	325,000
Special: Populational and Community Health	165,000
Luce Scholars	<u>80,000</u>
Subtotal	\$4,795,000
Other	
Institutional Relations and Program Services	320,000
Books for Asia	300,000
<u>The Asian Student Newspaper</u>	<u>145,000</u>
Subtotal	\$ 765,000
Program Operational Expenses	
Overseas	1,057,700
Domestic	<u>565,400</u>
Subtotal	\$1,623,100
Program Reserve Fund	290,000
Total Program Expenses:	\$7,473,100

Please sign the original and all copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the original and six (6) copies of this letter to my office.

Sincerely yours,


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

ACKNOWLEDGED:
THE ASIA FOUNDATION

BY:  _____

PRINTED NAME: John E. James
Vice President for Administration

TITLE: and Grant Administrator

DATE: August 9, 1977

64

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

1 DEC 1976
OFF. OF THE PRES.

NOV 10 1976

RECEIVED

ORIGINAL

NOV 10 1976

Mr. Hayden Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

*1 - [unclear] - S. Baran
PHA/PVE/OPM
neg - S. Bailey*

Subject: Grant No. AID/pha-G-1040
Amendment No. 12

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (A.I.D.) hereby amends the subject Grant as follows:

Delete paragraph No. 3 of Amendment No. 11 in its entirety and substitute in lieu thereof the following:

"The total cumulative obligation under this grant is now \$13,685,227 and is allocated as follows:

- | | | |
|----|-----------------------|--------------------------------|
| a. | \$3,750,000 | August 1, 1973 - July 31, 1974 |
| b. | \$3,750,000 | August 1, 1974 - July 31, 1975 |
| c. | \$4,400,000 | August 1, 1975 - July 31, 1976 |
| d. | <u>\$1,785,227</u> | August 1, 1976 - July 31, 1977 |
| | <u>\$13,685,227 "</u> | |

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

Please sign the original and seven (7) copies of this letter to

65

The Asia Foundation

<u>Administration Expenses</u>	<u>Planning Budget</u>
Office of the President	\$186,800
Washington Office	54,950
Administration Division	<u>512,850</u>
Subtotal	\$754,600
<u>Development & Public Affairs</u>	222,300
<u>Contingency</u>	<u>50,000</u>
<u>Total:</u>	\$8,500,000

bb

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28 OCT 1976

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

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Reg - S Bergen, PHA/PMC/PPNS
Reg - S Vandenberg
SEP 30 1976 A

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

Subject: Grant No. AID/pha-G-1040
Amendment No. 11
PIO/T No: 932-11-950-017-73-3219211(1)

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby grants to the Asia Foundation an additional sum of \$35,227 to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States in further support for this program during the period August 1, 1976 through July 31, 1977.

This grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program.

The total cumulative obligation under this grant is now \$13,685,227 and is allocated as follows:

- a. \$ 3,750,000 August 1, 1973 - July 31, 1974
 - b. \$ 3,750,000 August 1, 1974 - July 31, 1975
 - c. \$ 4,200,000 August 1, 1975 - July 31, 1976
 - d. \$ 1,985,227 August 1, 1976 - July 31, 1977
- \$13,685,227

FUNDS OBLIGATED

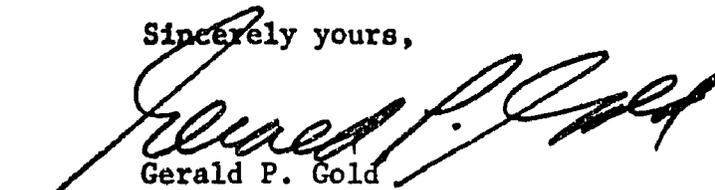
Approp. No. 72-11X1026
Allot. No. 426-38-099-00-7651
Obl. No. 3219211 O:1.C1.2590
Amount \$5,227.00
PIO/T No. 32-13-950 017-73

ORIGINAL

By: [Signature] J. [Signature]
Date: 9/30/76 67

acknowledge your acceptance under which this amendment has been granted.

Sincerely yours,



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

ACCEPTED:

THE ASIA FOUNDATION

BY: John E. James

PRINTED NAME: John E. James
Vice President for Administration

TITLE: and Grant Administrator

DATE: November 22, 1976

68

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

27 SEP 1976

ORIGINAL

*Task Office - S Berger
BHA/AVE
neg - S Vandemina*

AUG 31 1976

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

Subject: Grant No. AID/pha-G-1040
Amendment No. 10
PIO/T 932-13-950-017-73-3219211

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (AID) hereby grants to the Asia Foundation an additional sum of Seven Hundred Thousand Dollars (\$700,000) to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States in further support for this program during the period August 1, 1976 through July 31, 1977.

This grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program.

Paragraph 1 of Amendment No. 9 is hereby cancelled and the date "July 31, 1976" set forth in Amendment No. 8 paragraph 2 remains in effect.

The total cumulative obligation under this grant is now \$13,650,000 and is allocated as follows:

- a. \$ 3,750,000 August 1, 1973 - July 31, 1974
 - b. \$ 3,750,000 August 1, 1974 - July 31, 1975
 - c. \$ 4,200,000 August 1, 1975 - July 31, 1976
 - d. \$ 1,950,000 August 1, 1976 - July 31, 1977
- \$13,650,000

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69

The Asia Foundation

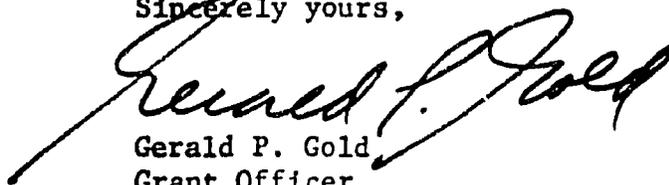
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This grant of funds is made on the condition that the funds will be administered essentially as described in the Grantee's proposal for the appropriate period, the General Provisions of this grant and the appropriate Budget, for the appropriate period, as set forth in Attachment C.

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

Please sign the original and all copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the original and six (6) copies of this letter to my office, making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY: John E. James

PRINTED NAME: John E. James
Vice President for Administration

TITLE: and Grant Administrator

DATE: October 11, 1976

ORIGINAL

701

Fry (phon) L Tanner P.H.H. POP/PVC
AUG 1976
Greg - L Kelly

PRES. _____
DEPARTMENT OF STATE _____
AGENCY FOR INTERNATIONAL DEVELOPMENT _____
WASHINGTON DC 20525 _____

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Mr. Hayden Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

Subject: General Support Grant
No. AID/pha-G-1040
Amendment No. 9
PIO/T: 932-13-950-017-73-3269202(1)

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant, as amended, is hereby further amended as follows:

1. In the Cover Letter of Amendment No. 8, paragraph two delete the date "July 31, 1976" and substitute the date "September 30, 1976".
2. Delete General Provision "E. Federal Reserve Letter Of Credit For Advance Payment" and add "Attachment D., Federal Reserve Letter Of Credit", attached hereto.

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

Please sign the original and all copies of this letter to acknowledge your acceptance of this Amendment. Please return the original and six (6) copies of this letter to my office.

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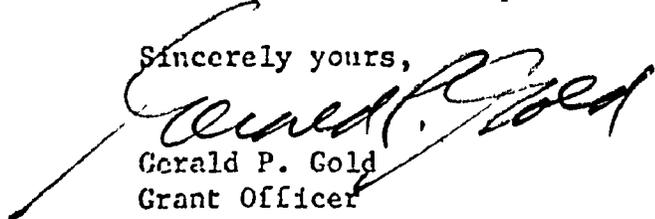
Note: \$800,000 originally allocated to the period August 1, 1975 - July 31, 1976 has been re-allocated to the period August 1, 1976 - July 31, 1977.

This grant of funds is made on the condition that the funds will be administered essentially as described in the Grantee's proposal for the appropriate period, the General Provisions of this grant and the appropriate Budget, for the appropriate period, as set forth in Attachment C.

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

Please sign the original and all copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the original and six (6) copies of this letter to my office, making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY: Doris G. Bebb

PRINTED NAME: Doris G. Bebb

TITLE: Deputy Grant Administrator

DATE: September 16, 1976

72

ORIGINAL

21 OCT 1975

L. Janner
S. Berger, PHA/PVE/OCNS

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

SEP 29 1975

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

Subject: Grant No. AID/pha-G-1040
Amendment No. 8
PIO/T 932-13-950-017-73-3269202

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (A.I.D.) hereby grants to the Asia Foundation an additional sum of Four Million Two Hundred Thousand Dollars (\$4,200,000) to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States during the period August 1, 1975 through July 31, 1977.

This grant of additional funds is effective and the funds are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the Grantee's program as follows:

- a. \$3,750,000 for the period August 1, 1975 through July 31, 1976. This brings the total A.I.D. contribution for this period to \$5,000,000.
- b. \$450,000 for the period ~~August 1, 1976~~ ^{August 1, 1976} through July 31, 1977.

The total cumulative obligation under this grant is now \$12,950,000.

ORIGINAL

73

This grant of funds is made on the condition that the funds will be administered essentially as described in the Grantee's proposal for the appropriate period, the General Provisions of this grant and the appropriate Budget as set forth in Attachment C.

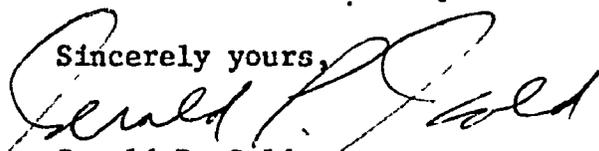
The grant, as previously amended, is hereby further amended as follows:

Delete Attachment C-1 (added by Amendment No. 6) and add Attachments C-1, C-2, and C-3 attached hereto.

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

Please sign the original and all copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the original and six (6) copies of this letter to my office, making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

Attachments a/s

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY: John E. James

PRINTED NAME: John E. James

TITLE: Vice President for Administration and Grant Administrator

DATE: October 10, 1975

74

(f) Refund of Excess funds

(1) If all costs have been settled under the grant and the Grantee fails to comply with the grant officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other grants held with the Grantee, to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

(2) If the Grantee is still holding excess Federal Reserve Letter of Credit funds on a grant under which the work has been completed or terminated but all costs have not been settled, the Grantee agrees to:

(i) Provide within 30 days after requested to do so by the grant officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee (The grant officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.);

(ii) Upon written request of the grant officer, return to the Government the sum of dollars, if any, which represents the difference between (1) the Grantee's maximum position on claimed costs which have not been reimbursed and (2) the total amount of unexpended funds which have been advanced under the grant and

(iii) If the Grantee fails to comply with the contracting officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other grants held with the Grantee to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

Period from _____ through _____

A. Letter of Credit Position

1. Current amount of FRLC (including amendments) through reporting period \$ _____
2. Payment Vouchers on Letter of Credit presented (Form TUS 5401):
 - a. Credited prior to reporting period \$ _____
 - b. Credited during reporting period via TUS 5401 Voucher Nos. _____ through _____ inclusive \$ _____
 - c. Presented but not credited during report via TUS 5401's numbered _____ through _____ inclusive \$ _____
3. Total of all Payment Vouchers against FRLC credited or presented \$ _____
4. Balance of FRLC not drawn or requested this reporting period \$ _____

B. Cash Position

1. Cash on hand at beginning of period \$ _____
2. Plus: cash drawn during period \$ _____
3. Plus: refunds, rebates or other amounts received, to the extent allocable to disbursements charged against this FRLC \$ _____
4. Total cash available (sum of 1, 2, and 3) \$ _____
5. Less: disbursements during period \$ _____
- ✓ 6. Balance of cash on hand at close of reporting period \$ _____
7. Estimated number of days requirements covered by balance on hand (Item 6 above)
Days: _____
- ✓ 8. Advances to subgrantees \$ _____ (included in B. 6 above)

(4) To receive payment, the Grantee shall:

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

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

(iii) Present the original, duplicate, and triplicate copy of the Form TUS 5401 to his commercial bank.

(e) Retain the quadruplicate copy of the voucher.

(5) Each drawdown should be initiated at approximately the same time that checks are issued by the organization in payment of program liabilities including those for allowable indirect costs, and in an amount approximately equal to the Federal share of such payments. Therefore, there is no necessity for the recipient organization to maintain balances of Federal cash other than the small balance necessary to provide for an element of bank float.

(6) A report of expenditures is prepared and submitted to the Office of Financial Management, within thirty days of disbursement. This report, submitted on Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal", and supported by certifications, listing of withdrawals, and documentation as required, itemizes expenditures made, identifying funds expended by line item of the approved budget and/or category supporting the agreement.

(7) The report of expenditures on Standard Form 1034 is reviewed against the grant provisions, and any disbursement improper under the grant is disallowed. The Grantee 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 Federal Reserve Letter of Credit by the amount of the disallowance.

(8) Simultaneously with the submission of the report of expenditures, the Grantee submits to the Controller a status report on the Federal Reserve Letter of Credit as of the close of the period covered by the report of expenditures. The report is prepared in the following format:

Status of Funding Report

Federal Reserve Letter of Credit (FRLC)

No. _____

Best Available Document

FEDERAL RESERVE LETTER OF CREDIT
FOR ADVANCE PAYMENT (APR. 1975)

(a) AID shall open a Federal Reserve Letter of Credit in favor of the Grantee in the amount of \$ 12,950,000 (for amending existing grants, add the word "remaining" here) available for obligation under this grant against which the Grantee may present payment vouchers. The amount drawn by the Grantee during any calendar (month or quarter) of this grant shall not exceed \$ 500,000 without the prior written authorization of the Grant officer. The amount of the payment voucher shall not be in an amount less than \$10,000 nor more than \$1,000,000 but within the specific dollar ceiling on (monthly or quarterly) withdrawals.

(b) In no event shall the accumulated total of all such payment vouchers exceed the amount of the Federal Reserve Letter of Credit.

(c) If at any time, the Grant officer determines the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, the Grant officer may: (1) cause the Federal Reserve Letter of Credit to be suspended or revoked; or (2) direct the Grantee to withhold submission of payment vouchers until such time as, in the judgment of the grant officer, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this grant, and/or (3) request the Grantee to repay to AID the amount of such excess. Upon receipt of the Grant officer's request for repayment of excess advance payments, the Grantee shall promptly comply with such request.

(d) Procedure for Grantee.

(1) After arranging with a commercial bank of its choice for operation under this arrangement and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver three 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 Federal Reserve Letter of Credit and by an official of the Institution who has authorized them to sign.

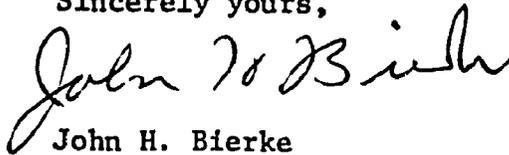
(2) Upon execution of the grant, the Grantee shall receive one certified copy of the Federal Reserve Letter of Credit.

(3) The Grantee shall confirm with his commercial bank that the Federal Reserve Letter of Credit has been opened and is available if funds are needed.

Best Available Document

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Sincerely yours,



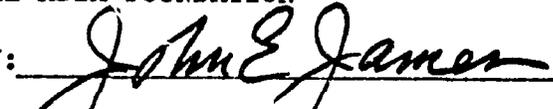
John H. Bierke
Grant Officer
Chief, PHA Branch, Acting
Central Operations Division
Office of Contract Management

Attachment
as stated

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY:



PRINTED NAME: John E. James
Vice President for Administration
TITLE: and Grant Administrator

DATE: July 27, 1976

ORIGINAL

L. Janner
8 Bengali PHA/PH/OXNS 8
OFF. OF THE PRES.

OCT 1975

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

SEP 15 1975

RECEIVED

Mr. Haydn Williams
President
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

SEP 9 1975

Subject: Letter Amendment No. 7 to
AID/pha-G-1040

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject grant, as previously amended, is hereby further amended as follows:

1. Attachment A - Program Description

In Section III, Paragraph A (page 6) delete the word "semiannually" in the first line and in lieu thereof insert the word "annually".

2. Attachment B - General Provisions

In Article K - Procurement add the following:

"6. Printed or audio visual teaching materials may, to the extent necessary, be purchased outside the United States when:

(a) Effective use of the materials depend on their being in the local language, and

(b) Other funds including U.S. owned and controlled local currencies are not readily available for procurement of such material.

The order of preference as to countries in which such purchases outside the United States are made shall be:

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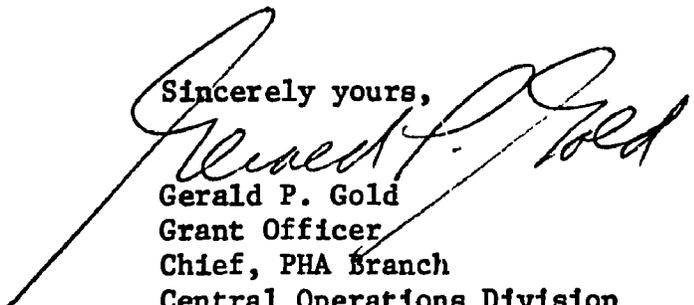
- 1 The A.I.D. receiving country.
- 2 Countries falling within A.I.D. Geographic Code 901.
- 3 Other countries falling within A.I.D. Geographic Code 899.

A.I.D. Geographic Codes are defined in AIDPR 7-6.5201.1."

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

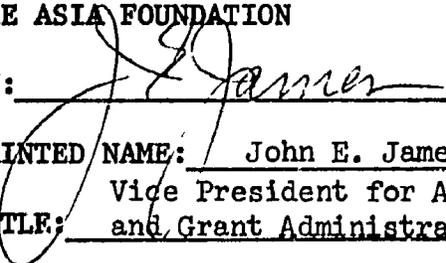
Please acknowledge your acceptance of this amendment by having an authorized official sign the original and all copies of this letter. Please return the original and five (5) copies of this letter to my office.

Sincerely yours,


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

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY: 

PRINTED NAME: John E. James

TITLE: Vice President for Administration
and Grant Administrator

DATE: September 29, 1975

Revised Budget - Fiscal Year 1976

<u>PROGRAM EXPENDITURES</u>	<u>FY 1976</u> <u>Revised Budget Amount</u>
Overseas	
Country Programs	\$ 2,959,000
Special Programs: Population	650,000
Special Programs: Food & Nutrition	300,000
Regional Programs	200,000
Senior Project Advisers	65,000
Program Operational Expenses	845,400
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	5,019,400
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Domestic	
Institutional Relations and Program Services	300,000
Luce Scholarship Program	80,000
Fuels for Asia	240,400
The Asian Student Newspaper	126,900
Program Operational Expenses	560,300
	<hr/>
	1,307,600
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Program Reserve Fund	233,500
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Total Program Expenditures	6,560,500
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<u>Administrative Expenditures</u>	
Executive: Office of the President	248,000
AID: Contract Management and Services	442,300
Printing	124,200
	<hr/>
Total Administrative Expenditures	814,500
	<hr/>
<u>Contingency Fund</u>	25,000
	<hr/>
TOTAL	\$ 7,400,000
	<hr/>
	<hr/>

No cost of any project supported by Grant No. AID/csd-2228, as amended, shall be attributed to this Grant.

Amended Budget - Fiscal Year 1975

<u>PROGRAM EXPENDITURES</u>	<u>FY 1975 Amended Budget Amount</u>
Overseas	
Country Programs	\$ 2,620,530
Special Programs: Population	341,000
Special Programs: Food & Nutrition	---
Regional Programs	100,000
Senior Program Advisers	52,750
Program Operational Expenses	1,052,500
	<hr/>
	4,166,780
	<hr/>
Domestic	
Institutional Relations and Program Services	170,560
Lucy Sarolere Program	70,000
Project for Asia	185,360
The Asian Student Newspaper	110,400
Program Operational Expenses	474,500
	<hr/>
	1,010,820
	<hr/>
Program Reserve Fund	---
	<hr/>
Total Program Expenditures	5,177,600
	<hr/>
<u>Administrative Expenditures</u>	
Executive Office of the President	241,500
Administrative Management and Services	396,700
Planning	111,800
	<hr/>
Total Administrative Expenditures	750,000
	<hr/>
<u>Contingency Fund</u>	25,000
	<hr/>
TOTAL	\$ 5,952,600
	<hr/> <hr/>

No costs of any project supported by Grant No. AID/csd-2228, as amended, shall be attributed to this Grant.

Best Available Document

*S. Bergen PHA/PIC.
R. Anderson*

BY JAN 13

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

OFF. OF THE PRES,
JAN 13 1975
RECEIVED

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94110

DEC 20 1974

Subject: Grant No. AID/PHA-G-1040
Amendment No. 6
PIO/T 932-13-950-017-73-
3255020

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (A.I.D.) hereby grants to the Asia Foundation the sum of Three Million, Seven Hundred Fifty Thousand Dollars (\$3,750,000) to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States during the Period August 1, 1974 through July 31, 1976.

Of the above total, an amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) is provided for the period August 1, 1974 through July 31, 1975 and the balance of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) is for the period from August 1, 1975 through July 31, 1976.

With this amendment, the total amount obligated under this grant is \$8,750,000.

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

Delete the "Summary Budget (Fy 1975)" in attachment C-1 and substitute "Revised Budget-Fiscal Year 1975" and "Budget Forecast-Fiscal Year 1976" attached hereto as attachment C-1.

The funds provided herein are granted on the condition that the Grantee administer them in accordance with the Program Description, General Provisions and Budgets for FY's 1975 and 1976.

This grant is effective on the date of the Grant Officer's signature.

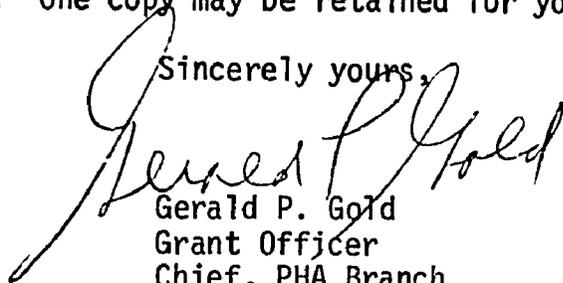
FUNDS OBLIGATED	
Approp. No. 70	<u>11X1027</u>
Allot. No.	<u>427-32-079-00-76-51</u>
Obl. No.	<u>3259020</u> Proj. No. <u>01-2590</u>
Amount	<u>3,750,000-00</u>
Proj. No.	<u>932-13-950-017-73</u>
EAS/CSD	
<u>12-20-74</u>	

84

Mr. Haydn Williams page 2

Please acknowledge receipt of this amendment by signing below and returning the original and six (6) copies, including the two stamped "Funds Obligated," to my office. One copy may be retained for your records

Sincerely yours,



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

ACKNOWLEDGED:

BY: 

TYPED NAME: John E. James
Vice President for Administration

TITLE: and Grant Administrator

DATE: January 13, 1975

Attachment C-1

Revised Budget - Fiscal Year 1975

BUDGET FORECAST -FISCAL YEAR 1976

<u>PROGRAM EXPENDITURES</u>	<u>FY 1975 Revised Budget Amount</u>	<u>FY 1976 Budget Forecast Amount</u>
Overseas		
Country Programs	\$3,337,700	\$4,011,600
Special Programs: Population	250,000	600,000
Special Programs: Food & Nutrition	-----	200,000
Regional Programs	153,000	190,000
Senior Program Advisers	65,000	75,000
Program Operational Expenses	<u>1,068,350</u>	<u>1,228,000</u>
	<u>4,874,050</u>	<u>6,304,600</u>
Domestic		
Institutional Relations and Program Services	211,560	265,000
Luce Scholars Program	70,000	90,000
Books for Asia	190,000	231,605
The Asian Student Newspaper	112,800	150,000
Program Operational Expenses	<u>438,700</u>	<u>504,500</u>
	<u>1,023,060</u>	<u>1,241,105</u>
Program Reserve Fund	21,440	91,295
Total Program Expenditures	<u>5,918,550</u>	<u>7,637,000</u>
<u>Administration Expenditures</u>		
Executive: Office of the President	233,250	256,000
Administrative Management and Services	534,700	587,000
Planning	<u>63,500</u>	<u>120,000</u>
Total Administrative Expenditures	<u>831,450</u>	<u>553,000</u>
<u>Contingency Fund</u>	<u>50,000</u>	<u>50,000</u>
TOTAL	<u>\$6,800,000</u>	<u>\$8,650,000</u>

No costs of any project supported by Grant No. AID/csd-2228, as amended, shall be attributed to this Grant.

86

Summary Budget (FY 1975)

- A. The detailed budget entitled "The Asia Foundation Budget Fiscal Year 1975 is hereby incorporated by reference and is deemed to represent areas of expenditures which may be attributed to this Grant.
- B. No costs of any project supported by Grant Number AID/csd-2228, as amended, shall be attributed to this Grant.

A. GENERAL AREAS OF PRIMARY INTEREST

Education and National Development	\$1,124,875
Law and Public Administration and National Development	644,525
Economic and Business Management and National Development	291,800
Urban and Rural Affairs and National Development	657,275
Communications and National Development	,187,475
Regional Cooperation for Asian Development	282,950

B. SPECIAL PROBLEM-ORIENTED PROGRAMS

Asian Manpower and Employment	224,800
Asian Population	314,000

C. SENIOR PROGRAM ADVISERS 65,000

D. PROGRAM OPERATIONAL EXPENSES 1,527,050

E. NEW PROGRAMS 205,000

F. CONTINGENCY 100,000

G. DIRECT PROGRAM CHARGES 18,800

H. ADMINISTRATION EXPENDITURES 856,450

TOTAL \$7,500,000

87

S. Bergen - PHA/PRC
R. Anderson
12 AUG 1974

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

JUN 28 1974

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94119

Subject: Grant No. AID/pha-G-1040
Amendment No. 5
PIO/T 932-13-950-017-73-3245031

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (A.I.D.) hereby grants to the Asia Foundation, the sum of One Million, Two-Hundred and Fifty Thousand Dollars (\$1,250,000) to contribute to the costs of its development activities in friendly less developed Asian countries and related activities in the United States during the period August 1, 1974 through July 31, 1975.

This amendment raises the total amount obligated under this grant to \$5,000,000.

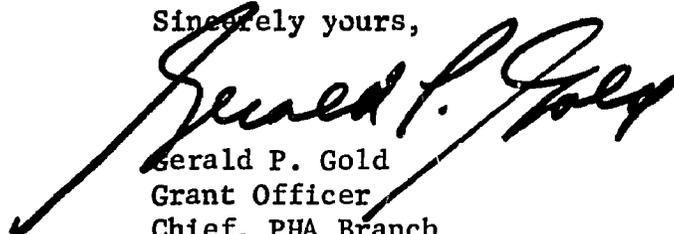
The grant is hereby amended to include ATTACHMENT C-1 entitled "SUMMARY BUDGET (FY 1975)", attached hereto.

The funds provided herein are granted on the condition that the Grantee administer them in accordance with Program Description, General Provision and the Summary Budget for FY 1975.

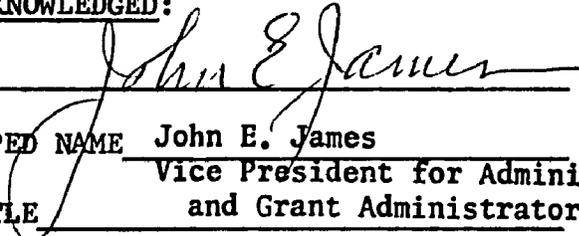
FUNDS OBLIGATED	
Approp. No.	72-11X1027
Allot. No.	427-32-011-00-74-42
Obj. No.	3245031 Obj. Cl. 2510
Amount	1,250,000
Proj. No.	932-13-950-017
By	M.H. Date 6/30/74
	FIN/CLD Date 6/26/74

Please acknowledge receipt of this amendment by signing below and returning the original and five (5) copies of this amendment to my office. Please return all copies stamped "Funds Available".

Sincerely yours,


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

ACKNOWLEDGED:

BY 
TYPED NAME John E. James
TITLE Vice President for Administration
and Grant Administrator
DATE July 15, 1974

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

A. B. ... - DNE/PRC
R. Anderson
OFF. OF THE PRES.

JUN 17 1974

RECEIVED

JUN 13 1974

Mr. Haydn Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94119

Subject: Grant No. AID/pha-G-1040
Amendment No. 4

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject grant, as amended, is hereby further amended as follows:

In ATTACHMENT A - PROGRAM DESCRIPTION, Paragraph II - SPECIAL PROVISIONS, delete subparagraph E in its entirety.

Except as expressly herein amended all terms and conditions of the Grant remains in full force and effect. Please acknowledge receipt of this amendment by signing in the space provided below and returning the original to my office.

Sincerely yours,

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

ACKNOWLEDGED:

BY

TYPED NAME

John E. James
John E. James

TITLE

Vice President for Administration
and Grant Administrator

DATE

June 17, 1974

90

Thailand

Rec.

ACQUISITION ACTION DATA SHEET

CM Action Office: ASIA

CM/SUP Action Monitor SAL

Section I:
Contractor/Grantee Name ASIA FOUNDATION

Section II
Contract/Grant Number AID/ea-G-1104
Type Order. Order No.
Amend/Modification No. 3
Date PIO/T Rec'd CM/SUP or Mission Contract Office: 12/19/78

PIO/T #. 498-251-3-6868035 A-2

APPRO. # 72-11X1026

ALLOT. #. 426-64-498-00-69-61

PROJECT # 498-0251

PROJECT TITLE. Credit Union Training and Development

Amount of this PIO/T. -0-

Project Manager and Tech Office: ASIA/PT, R. TAYLOR

Contractor's D-U-N-S No.:

Negotiator. J. CUTREPA

Contract/Grant Officer: P. Howley

Signature [Signature]

Initials.

Section II

Effective Date of Document 9/30/78

Host Country Institution (Univ. only):

Signature Date of Document 12/26/78

Campus Coordinator (Univ. only):

Est. Comp. Date: 9/30/79

Amount Obligated/Deobligated/or Subobligated

Contract/Grant funded through (date) 9/30/79

by this Action. -0-

Cumul. Obligation thru this Action \$77,000

Section III. Description of Contract/Grant: PLEASE CIRCLE ONLY ONE ITEM UNDER EACH HEADING: IF OTHER, PLEASE SPECIFY. (Complete both pages 1 and 2) (Not to be completed for Amendment or Modification Actions)

M03 - TYPE ACTION

- 0 Contract (Grant)/Coop. Agreement
1. Task Order (BOA)
2. Work Order (IQC)
3. Delivery Order (Requirements)
4. Purchase Order
If 1 - 3 circled, complete M12 only.

M04 - CONTRACT/GRANT TYPE

- 0 MDA, (BOA, BMA, etc)
1. Fixed Price (Specify FFP, FPRD, FPEPA, FPI)
2. Cost Reimbursement (Specify CR, CFFP, CS, CPAF, CPIF)
3. Cooperative Agreement
4. Grant - General Support
5. Grant - Specific Support
6. Grant - 211(d)
7. Do not Use
8. IQCs
9. Host Country Contract/Grant - Complete only through M51.

M05 - SELECTION PROCEDURES

- A Formally advertised (IFB) (AIDPR 7-2.4) & (FPR 1-2.4)
B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
C. A & E (AIDPR 7-4.10)
D. Ed. Inst and/or Intl Research (AIDPR 7-4.57)
E. Collaborative Assistance (AIDPR 7-4.58)
F. Predominant Capability (AIDPR 7-3.101-50(b)(3))
G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3 101-50(b)(1))
I. Sole Source (AIDPR 7-3.101-50(b)(4))
J Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
K. 8(a) Selection (FPR 1-1.713-1)
L Grant (Handbook 13)
M Do Not Use
N Cooperative Agreement (Handbook 13)
O Small Business Set-Aside (FPR 1-1.706-8)
P Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
B. Tech Assistance (Program, Project related except A & E Services)
C. A & E Services
D. Construction
E. Research
F. Tech 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. Univ/other Ed Institutions
F. Non-Profit Organ, Institutions (other than Ed or PVO)
G. Private Voluntary Organization (PVO)
H. International Agri. Research Organization
I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (Handbook 13, Chapter 5)

M08 - TYPE BUSINESS

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

Handwritten initials/signature

M08 - 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 than 1 thru 5 (Not PVO or COOP)

M11 - BASIS FOR PAYMENT

- 1 Reimbursement
- 2 Non-FRLC - Advance
- 3 Federal Reserve Letter of Credit - Advance
- 4 Do Not Use
- 5 Loan } Host Country Only
- 6 Grant }

M12 - COUNTRY OF PERFORMANCE

Thailand - Regional (Specify)

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 and 2
- 4

M15 - TYPE OWNERSHIP

- 1 American Oriental
- 2 Black American
- 3 American Aleuts or Eskimos
- 4 American Indian
- 5 Hispanic
- 6 Other than 1 thru 5

M22 - CURRENCY INDICATOR

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

M50 - SUBCONTRACTING CODE

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

M51 - SUBCONTRACTOR TYPE BUSINESS

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

M56 - SUBJECT TO STATUTORY REQUIREMENT

- A. Walsh-Healey Act, Manufacturer } Equipment, Supplies,
- B. Walsh-Healey Act, Regular Dealer } Materials, Commodities
- 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)

M57 - AFFIRMATIVE ACTION PLAN ON FILE

Yes
No

M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

Yes
No

M60 - INCREMENTAL FUNDED CONTRACT

Yes No

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID?
Yes No

M63 - EXTENT OF COMPETITION IN NEGOTIATION

- COMPETITIVE**
- A1. Small Business Total Set-Aside
 - A2. Small Business Partial Set-Aside
 - A3. Labor Surplus Set-Aside
 - A4. Labor Surplus/Small Business Set Aside
 - A9. Other Negotiated Competitive
- NON-COMPETITIVE**
- B1. Buy Indian
 - B2. 8(a) Program
 - B3. Follow-on After Competition
 - B9. Other Negotiated Non-Competitive

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, A - 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

M66 - COST ACCOUNTING STANDARDS

Required
Not Required

M67 - NUMBER OF BIDDERS OFFERING ITEMS OR SERVICES OF FOREIGN CONTENT

M68 - WOMEN OWNED BUSINESS

Yes No

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

M70 - LABOR SURPLUS AREA (LSA) PREFERENCE (Location of Contractor)

- 1. Labor Surplus Area - No Preference
- 3. Labor Surplus Area - Tie Bid Preference
- 5. Not a Labor Surplus Area Preference Award
- 7. Total Labor Surplus/Small Business Set-Aside Preference
- 8. Total Labor Surplus Set-Aside Preference (P.L. 95-89)

(M03 - M51 are required for AID reporting; M56 - M69 are required for the Office of Federal Procurement Policy reporting. SER/CM has no control over these elements.)

90

D. Berger - PHA/PRC
P.O. [unclear]
17 APR 1974

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

Mr. Hayden Williams
The Asia Foundation
550 Kearny Street
San Francisco, California 94119

MAR 29 1974

Subject: AID/pha-G 1040
Amendment No. 3
Ref: P10/T 932-13-950-017-73-3245002

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended the Agency for International Development hereby grants to the Asia Foundation an additional sum of One Million - Eight Hundred and Seventy Five Thousand Dollars (\$1,875,000) to contribute to the costs of its development activities in friendly less-developed Asian countries and related activities in the United States during the period August 1, 1973 through July 31, 1974. This raises the total amount granted to the Foundation to Three Million, Seven Hundred and Fifty Thousand Dollars (\$3,750,000) in support of its FY 1974 Program.

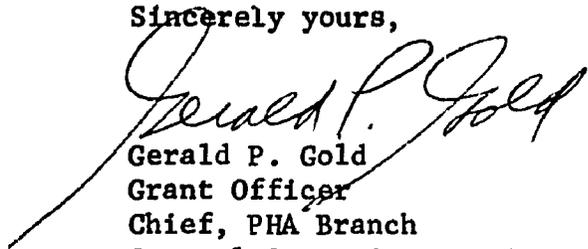
This grant is effective of the date of signature of the Grant Officer and is made on the same terms and conditions as those funds granted on September 13, 1973.

FUNDS OBLIGATED	
Approp. No.	72-11X1027
Allot. No.	427-32-099-00-76-41
Obl. No.	3245002
Obj. Cl.	2590
Amount \$	1,875,000
Proj. No.	932-13-950-017
By	<i>M.H.</i> FM/CSD
Date	3/27/74

473

Please acknowledge receipt of this grant by signing in the space provided below and returning the original and six (6) copies of this Amendment to my office.

Sincerely yours,

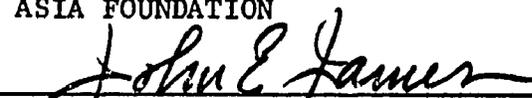


Gerald P. Gold
Grant Officer
Chief, PHA Branch
Central Operations Division
Office of Contract Management

ACKNOWLEDGED

THE ASIA FOUNDATION

BY



TYPED NAME

John E. James

TITLE

Vice President for Administration
and Grant Administrator

DATE

April 8, 1974

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

ORIGINAL

Handwritten:
11 JAN 1974

Mr. Hayden Williams, President
The Asia Foundation
550 Kearny Street
San Francisco, California 94119

DEC 3 1973

Subject: AID/pha-G-1040
Amendment No. 2
Ref: PIO/T No. 932-13-950-017-73-3245002

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development hereby grants to the Asia Foundation an additional sum of Eight Hundred and Seventy Five Thousand dollars (\$875,000) to contribute to the costs of its development activities in friendly less-developed Asian countries and related activities in the United States during the period August 1, 1973 through July 31, 1974. This raises the total amount granted to the Foundation to One million, eight hundred and seventy-five thousand dollars (\$1,875,000) in support of its FY 1974 Program.

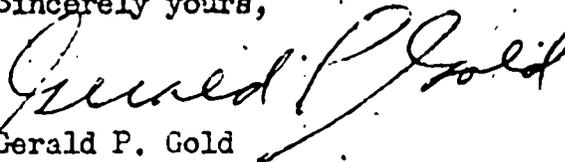
This grant is effective on the date of signature of the Grant Officer and is made on the same terms and conditions as those funds granted on September 13, 1973.

FUNDS OBLIGATED	
Approp. No.	78-114/001
Allot. No.	454-32-099-00-70-41
Obl. No.	3245002 Obj. Cl. 2590
Amount	\$75,000
Proj. No.	932-13-950-017
By	<i>M.H.</i>
Date	12/5/73

75

Please acknowledge receipt of this grant by signing the space provided below and returning the original and six (6) copies to my office.

Sincerely yours,



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

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY:



TYPED OR PRINTED NAME: John E. James

TITLE: Grant Administrator

DATE: December 17, 1973

2. ATTACHMENT B - GENERAL PROVISIONS

a. In Clause E. Federal Reserve Letter of Credit for Advance Payment delete the report format shown in paragraph 4.f. and substitute in lieu thereof the following:

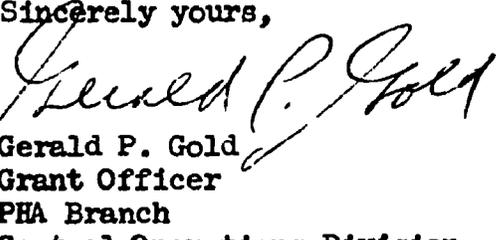
"Cash on hand prior to preceding advance	\$ _____
Plus amount of last advance on TUS 5401 No. _____	_____
Plus receipts from non-A.I.D. sources	_____
Less total payments subsequent to last advance	_____
Equals cash on hand prior to receiving current advance on TUS 5401 No. _____	_____

b. In paragraph 4.g., delete from line 2 the word "monthly" and substitute in lieu thereof "quarterly".

c. In paragraph 4.i., delete from the format that portion numbered "4.", entitled "Status of Cash Drawn from FRLC".

If you are in agreement with this amendment, please sign all copies of this amendment in the space provided below and return the original and six (6) copies to my office.

Sincerely yours,


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

ACCEPTED:

THE ASIA FOUNDATION

BY


TYPED OR PRINTED NAME John E. James

TITLE Grant Administrator

DATE October 23, 1973

98

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

ORIGINAL

RECEIVED
SEP 18 1973

Mr. Hadyn Williams, President
The Asia Foundation
550 Kearny Street
San Francisco, California 94119

Subject: Grant No. AID/pha- G-1040
Ref: PIO/T No. 932-13-950-017-73-3245002

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (A.I.D.) hereby grants to the Asia Foundation (hereinafter referred to as "Grantee" or "Foundation"), a non-profit corporation incorporated under the laws of the state of California, the sum of one-million dollars (\$1,000,000) to contribute to the costs of its development activities in friendly less-developed Asian countries and related activities in the United States during the period August 1, 1973 through July 31, 1974.

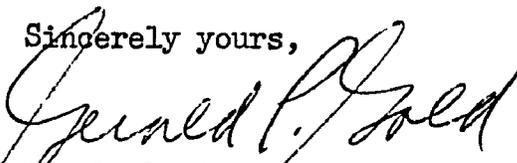
The funds provided herein are granted on the condition that the Grantee administer them in accordance with the Program Description (ATTACHMENT A), General Provisions (ATTACHMENT B), and the Summary Budget (ATTACHMENT C). This grant is effective on the date of the signature by the Grant Officer.

FUNDS ADMIN. RESERVED <i>Oblig. Act</i>	
Approp. No. 70-1141004	
Allot. No. 454-32-049-00-76-41	
Obj. No. 3245002	Obj. Cl. 2592
Amount \$ 6,000,000	
Proj. No. 932-13-950-017	
By <i>M.H.</i>	FM/CSD
	Date 9/17/73

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Please acknowledge receipt of this grant by signing in the space provided below and returning the original and six (6) copies to my office. Please return all copies stamped "Funds Available".

Sincerely yours,



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

ACKNOWLEDGED:

THE ASIA FOUNDATION

BY: John E. James

TYPED NAME: John E. James

TITLE: Grant Administrator

DATE: October 5, 1973

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PROGRAM DESCRIPTIONI. ACTIVITIES

Under the direction of its San Francisco headquarters, and working through resident country representatives and regional advisors, The Asia Foundation assists Asian institutions and individuals by such means as: grants and loans, administrative support, advisors, scholarships and fellowships, distribution of books and periodicals, visiting professorships, professional travel and observation grants, and supplying science and other teaching materials.

A. The program areas of Foundation activity in national and social development which AID shall support through this Grant are:

1. Education and National Development
2. Legal and Administrative Systems and National Development
3. Business, Economic, and Management Training for National Development
4. Urban Renewal Programs and National Development
5. Communications and National Development
6. Regional Cooperation for Asian Development
7. Asian Population

B. When needs or opportunities in countries where the Foundation works come to A.I.D.'s attention, in the form of requests for assistance or otherwise, A.I.D. may ask the Foundation to consider undertaking activities related to these needs and opportunities, even though the program areas involved do not fall under the above areas of Foundation

activity of principal interest to A.I.D. These other areas could include aspects of agriculture, for example. The Foundation has, or has had, activities in these and other areas in particular Asian countries.

C. For the program areas listed in Paragraph A above, there follows a description of types of activities to which the Foundation provides aid and assistance:

1. Education and National Development
 - a. University Development
 - b. Vocational and Technical Education
 - c. Non-formal Education
 - d. Student Counseling and Guidance
 - e. Social Science Education
 - f. Science Education
 - g. Public and Private Organizations
 - h. Regional and International Interchange
 - i. Development
2. Legal and Administrative Systems for National Development
 - a. Legal Education
 - b. Education for Public Service
 - c. Judicial Administration
 - d. Research, Planning, and Publications
 - e. Public and Private Organizations
 - f. Regional and International Interchange
 - g. Development
3. Business, Economic, and Management Training for National Development
 - a. Business and Management Training
 - b. Economic Research and Conferences
 - c. Public and Private Organizations
 - d. Regional and International Interchange
 - e. Development
4. Urban and Rural Problems and National Development
 - a. Research and Publications
 - b. Community Development Programs
 - c. Strengthening National Identity and National Unity
 - d. Private Organizations and Associations and Voluntary Community Service

- e. Regional and International Interchange
- f. Development

5. Communications and National Development

- a. Books and Library Development
- b. Information Systems
- c. Translations and Local Publishing
- d. Language Research and Training
- e. Media Education, Training, and Research
- f. Public and Private Organizations
- g. Regional and International Interchange
- h. Development

6. Regional Cooperation for Asian Development

- a. Economic
- b. Education
- c. Law
- d. Public Administration
- e. Science and Technology
- f. Communications
- g. Asian Area Studies
- h. Development

7. Special Problem-Oriented Programs

a. Asian Manpower and Employment

- (1) Accumulation of Essential Data and Experience
- (2) National Policies for Increasing Employment Opportunities
- (3) Education and Employment
- (4) Trade Policy and Employment
- (5) New Technology and Development of Labor-Intensive Industry
- (6) Regional Organization for Asian Manpower Studies

D. Other programs and Foundation functions which AID wishes to support under this Grant are:

- 1. The Foundation's program in Japan which aids or relates to aspects of national and social development in other friendly countries of Asia, as, for example, Foundation support in Japan for the Asian Science Journalists Association Journalists Association, and the Asian Regional Association for Vocational

and Educational Guidance, the Institute of Asian Cooperation and the Educational Research Promotion Foundation.

2. The work of the Foundation's Senior Program Advisors in Educational Development, Economic Cooperation and Manpower, Law, Rural Development, and other fields (with the exception of the Advisor on Chinese Affairs) and consultant services as necessary. These advisors will work on a regional basis, giving technical advice and support to the Foundation's country programs and also supervise regional projects and activities in their respective fields.

E. It is understood that the above items are illustrative. It is not AID's intention to limit its interest only to the particular kinds of activities set forth herein.

II. SPECIAL PROVISIONS

A. With regard to new projects not listed in the revised budget, as approved by the Foundation Board of Trustees, for which the costs thereof are otherwise allowable to this Grant, the Grantee shall not attribute any such costs for projects in excess of \$25,000 without the prior written approval of the Grant Officer; provided however that such approval shall be presumed if the Grant Officer fails to convey his disapproval to the Grantee within thirty (30) days following receipt of the Grantee's request for approval.

B. These funds are granted on the basis that the approved budget set forth in Attachment C hereto represents the planned expenditures during the Grantee's fiscal year. The Grantee shall notify the Grant Officer when there is a variance of more than 15% in the rate of expenditure

with respect to any line item set forth therein, excluding D, E and G.

C. The Grantee agrees to spend, within its fiscal year an amount no less than the amount obligated herein for activities described in the above Program Description within the following countries: Afghanistan, Bangladesh, Ceylon, India, Indonesia, Khmer Republic, Korea, Laos, Pakistan, Philippines, Thailand, Vietnam and for Regional Programs including those which meet the conditions of Paragraph I.D. above.

D. The Grantee will take all appropriate precautions to assure that subgrant funds are spent in accordance with the purpose and terms of the subgrant. As a minimum, this shall mean compliance with the procedures set forth in the Grantee's Manual II. (Program Policies and Procedures). The Grantee shall cause an independent audit to be conducted on all field office operations to provide the appropriate fiscal documentation to comply with the above requirement. Program and fiscal reports obtained by the Grantee from the subgrantee and the reports and work papers of the independent audit shall be available at the Grantee's San Francisco office for inspection by AID for a period of at least three years following the completion or revocation of this Grant.

E. Costs incurred for activities conducted in "non-AID recipient countries", such as Malaysia and Taiwan, where the primary purpose of the activity is to benefit that country, shall not be attributed to the funds provided herein. Activities conducted in "non-AID recipient countries" which are of regional or Asia-wide benefit may, however, be attributed to the funds provided herein.

III. PROGRAM REPORTS AND CONSULTATION WITH AID

A. Program Reports

A general Headquarters Program Report is to be made semiannually describing the Grantee's country and regional activities. A detailed report is to be made annually, based on the substance of the Grantee's Field Reports, describing the individual regional and country project activities and progress and problems in these activities. The Grantee shall submit separately an annual synopsis of activities in the seven program areas of principal interest to AID as set forth in Paragraph I. above. Thirty (30) copies of all reports will be sent to A.I.D.

These reports are to be in sufficient detail so that AID can judge the relationship of Asia Foundation programs to AID objectives, and the effectiveness of these programs in relation to the funds and other resources used to carry them out.

B. Consultation and Coordination with AID/W and USAID's

1. The Grantee agrees to notify AID, Office of Private and Voluntary Cooperation, of any material change in its organization or in its planned or proposed activities. In addition, the Grantee will keep AID, Office of Private and Voluntary Cooperation, currently informed as to the status, including the planning and implementation, of the Grantee's program. It is understood, however, that the independent and private status of the Grantee and Grantee's program in all aspects is recognized and maintained.

2. Consultation on objectives, programs, administration and other matters shall be carried out periodically by AID/W and the Foundation headquarters office at any time either party may request. To protect the private status of the Foundation including particularly

the independently directed nature of its field activities, final decision on any matters related to the Foundation's program supported by the Grant will be made by mutual agreement of AID/W and Foundation headquarters. The Foundation field representatives in each country shall consult informally with the USAID in the country (or with the U.S. Embassy in non-AID countries) whenever either party may so request.

GENERAL PROVISIONS**A. ALLOWABLE COSTS**

In support of the programs described herein, the Government shall pay to the Grantee the cost thereof (hereinafter referred to as "allowable cost") determined by the Grant Officer to be allowable in accordance with:

- (a) Subpart 1-15.2 (Principles and Procedures for Use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this Grant;
- (b) the provisions of this Grant.

B. FINANCIAL REPORTS AND RECORDS

The Grantee shall submit to the Grant Officer an annual financial statement certified by an independent public accountant. Financial records, including documentation to support entries on the account records and to substantiate expenditures shall be maintained in accordance with accounting principles generally accepted in the U.S. and consistently applied, and shall be available for examination by personnel authorized by A.I.D. All such financial records shall be maintained for at least three years after final disbursement of funds under this Grant. The A.I.D. Controller and the Comptroller General or their duly authorized representatives reserve the right to conduct an audit of the Grantee's books and records to determine (1) whether the Grantee's financial records have been maintained in accordance with accounting standards set forth above, and (2) whether the Grantee organization has expended its funds in accordance with the terms of this Grant.

C. REFUNDS AND INTEREST PAYMENTS

1. The parties hereto agree that, if after reviewing the reports and records required by Paragraph B above, it is determined by the Grant Officer that funds provided under the Grant have not been expended in accordance with the purpose and provisions of this Grant such funds shall be refunded to AID by the Grantee.
2. It is agreed that if use of the Grant funds results in accrual of interest to the Grantee or to any Sub-grantee, Grantee shall refund an amount in dollars equivalent to the interest accrued.
3. Any Grant funds not required for the accomplishment of the programs described herein shall be refunded to A.I.D. by the Grantee.

D. TRAVEL AND TRANSPORTATION

All travel under this Grant shall be in accordance with The Asia Foundation Travel Regulations, which are incorporated by reference and made a part hereof.

Any deviations from Grantee's policy shall be documented and such documentation shall be retained as part of the Grant records for audit by A.I.D.

E. FEDERAL RESERVE LETTER OF CREDIT FOR ADVANCE PAYMENT

1. A.I.D. shall open a Federal Reserve Letter of Credit in the amount of this Grant, against which the Grantee may present payment vouchers. The amount of the payment voucher shall not be less than \$10,000 nor more than \$1,000,000, nor may the amount drawn down, including unexpended amounts previously drawn down, exceed by more than \$10,000 the anticipated amount of expenditures for the following 30 days.

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2. In no event shall the accumulated total of all such payment vouchers exceed the amount of the Federal Reserve Letter of Credit.

3. If at any time, the Grant Officer determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in 1. and 2. above, the Grant Officer may:

a. cause the Federal Reserve Letter of Credit to be suspended or revoked; or

b. direct the Grantee to withhold submission of payment vouchers until such time as, in the judgment of the Grant Officer, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Grant, and/or

c. request the Grantee to repay to A.I.D. the amount of such excess.

Upon receipt of the Grant Officer's request for repayment of excess advance payments, the Grantee shall promptly contact the Grant Officer to make suitable arrangements for the repayment of such excess funds.

4. Procedure for Grantee

a. After arranging with a commercial bank of its choice for operation under this Letter of Credit and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver, to the Grant Officer, three 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 Federal Reserve Letter of Credit and by an official of the Grantee who has authorized them to sign.

- b. Upon execution of the Grant, the Grantee shall receive one certified copy of the Federal Reserve Letter of Credit
- c. The Grantee shall confirm with his commercial bank that the Federal Reserve Letter of Credit has been opened and is available if funds are needed.
- d. To receive payment, the Grantee shall:
- (1) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.
 - (2) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.
 - (3) Present the original, duplicate and triplicate copy of the Form TUS 5401 to his commercial bank.
 - (4) Retain the quadruplicate copy of the voucher.
- e. After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or are insufficient to meet current needs.
- f. In preparing the payment voucher, the Grantee assigns a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit. The current status of the pertinent Federal Reserve Letter of Credit funds shall be presented on the reverse side of the last two copies of the Form TUS 5401 in the following format:

Balance of earlier advances on hand at time of last advance	\$ _____
Plus amount of last advance	_____
Less disbursements subsequent to last advance	_____
Equals balance of all earlier advances on hand prior to receiving requested current advance	_____

g. A report of expenditures shall be prepared and submitted not less than monthly to the Office of Financial Management, FM/CSD, A.I.D., Washington, D.C. 20523. This report, submitted on Standard Form 1096, "Public Voucher for Purchases and Services Other Than Personnel" shall be supported by a fiscal report, in three (3) copies, which shall include certification signed by an authorized representative of the Grantee, in substantially the same form as below:

<u>Category</u>	(As set forth in Attachment C)	<u>Budget Amount</u>	<u>Total Expenditures To Date</u>	<u>This Period</u>
XXXX		XXXX	XXXX	XXXX
XXXX		XXXX	XXXX	XXXX
			Total	XXXX

"The undersigned hereby certifies:

- (1) that payment of the sum claimed under the cited grant is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of disallowance of costs not reimbursable under the terms of the grant; and
- (2) that information on the fiscal report is correct and such

detailed supporting information as the cognizant A.I.D. Controller or Grant Officer may require will be furnished promptly to A.I.D. on request.

BY _____

TITLE _____ DATE _____

h. The report of expenditures on Standard Form 1034 is reviewed against the Grant provisions, and any improper disbursement is disallowed. The Grantee 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 Federal Reserve Letter of Credit by the amount of the disallowance.

i. Simultaneously with the submission of the report on expenditures, the Grantee submits to the Office of Financial Management a status report on the Federal Reserve Letter of Credit as of the close of the period covered by the report of expenditures. The report is prepared in the following format:

Federal Reserve Letter of Credit No. _____

- 1. Total Amount of Federal Reserve Letter of Credit \$ _____
- 2. Payment Vouchers presented against Federal Reserve Letter of Credit
 - a. Previously drawn \$ _____
 - b. Drawn this period, TUS 5401 Nos. _____ through _____, inclusive. \$ _____
 - c. Total drawn \$ _____
- 3. Vouchers submitted not paid TUS 5401 # _____ through # _____ \$ _____
- Balance FRLC available \$ _____

4. Status of Cash Drawn from FRIC

Cash on hand beginning of period	\$ _____
Cash drawn during period	\$ _____
Total Available Cash	\$ _____
Cash disbursed during period	\$ _____
Cash balance on hand at close of period	\$ _____

5. Refund of Excess Funds

a. If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other contracts held with the Grantee, to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

b. If the Grantee is still holding excess Federal Reserve Letter of Credit funds on a grant, contract or similar instrument under which the work has been completed or terminated but all costs have not been settled, the Grantee agrees to:

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

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

(2) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between

(a) the Grantee's maximum position on claimed costs which have not been reimbursed;

(b) the total amount of unexpended funds which have been

advanced under the Grant; and

(c) If the Grantee fails to comply with the Grant Officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other contracts, grants or similar agreements held with the Grantee, to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

F. TERMINATION

Either party may cancel this Grant upon three months written notice to the other party; however, in the event that A.I.D. deems that the Grantee's institution has failed in a material respect to comply with the terms and conditions of this Grant, A.I.D. reserves the right to immediately revoke the Grant, upon written notice to the Grantee. Upon the Grantee's receipt of notice of such revocation it shall take immediate action to minimize expenditures and obligations financed by this Grant and shall cancel such obligations wherever possible. No further reimbursement shall be made after such notice of revocation is given and the Grantee shall within thirty (30) calendar days after the effective date of such revocation repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction within the purpose of this Grant. Should the funds theretofore paid by the Grantor to the Grantee be insufficient, by reason of the Grantor's revocation of this Grant, to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may

submit to the Grantor within ninety (90) calendar days after the effective date of such revocation a written claim covering such obligations and, subject to the limitations contained in this Grant, the Grantor shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

G. EQUAL EMPLOYMENT OPPORTUNITY

With regard to the employment of persons in the U.S. under this Grant, Grantee agrees to take all reasonable steps to insure equality of opportunity in its employment practices without regard to race, religion, sex, color or national origin of such persons in the U.S. and that, in accordance with Title VI of the Civil Rights Act of 1964 when work funded by this Grant is performed in the U.S. no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination.

H. LOCAL CURRENCY

The Grantee agrees that in countries designated "excess" or "near excess" currency countries by the U.S. Treasury, no U.S. dollars will be used in lieu of U.S.-owned local currency, unless otherwise authorized by the Grant Officer. The A.I.D. Grant Officer will effect the necessary arrangements for making such currency available to the Grantee.

I. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress or resident Commissioner shall be admitted to any share or part of the 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.

J. 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, 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.

K. PROCUREMENT

Procurement of commodities with funds provided under this Grant shall be effected in accordance with the Grantee's Procurement Regulations, as modified in accordance with the November 24, 1970, letter from the Grant Officer, except that, with regard to the subsection concerning procurement source, the following shall apply:

1. All vehicles purchased under this Grant must be approved in writing and prior to purchase by the Grant Officer.
2. Unless otherwise approved in writing by the Grant Officer, commodities must be purchased in and must have been produced in the United States, except that the Grantee may allow each field office and subgrantee to procure commodities except vehicles having a local currency value not to exceed the equivalent of U.S. \$5,000 per year in the country of the field office or subgrantee; provided the cost of any single transaction within the \$5,000 does not exceed \$2,500.
3. The Grantee may not procure any commodity which was imported in the form in which it is being purchased, from a country other than

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Free World Countries, as listed in A.I.D. Geographic Code 899.

4. Title to all commodities and vehicles procured with funds provided under this Grant shall vest in the Asia Foundation.

5. At least fifty percent (50%) of the gross tonnage of equipment and supplies financed by this Grant which may be transported on ocean vessels shall be transported on privately owned United States-flag commercial vessels.

I. NOTICES

Any notice given by either party shall be sufficient only if in writing and mailed or delivered in person to the other party at the following address:

To A.I.D.: Grant Officer
PHA Branch
Office of Contract Management
Agency for International Development
Washington, D.C. 20523

To Grantee: President
The Asia Foundation
P. O. Box 3223
San Francisco, California 94119

SUMMARY BUDGET (FY 1974)

A. The detailed budget entitled "The Asia Foundation Revised Budget, Fiscal Year 1974 (July 1973)" is hereby incorporated by reference and is deemed to represent areas of expenditures which may be attributed to this Grant.

B. No costs of any project supported by Grant Number AID/csd-2228, as amended, shall be attributed to this Grant.

Summary Budget

<u>A. General Areas of Primary Interest</u>	
Education and National Development	\$1,316,000
Legal and Administrative Systems and National Development	454,000
Business, Economic, and Management Training for National Development	258,900
Urban and Rural Programs and National Development	490,700
Communications and National Development	988,300
Regional Cooperation for Asian Development	274,900
<u>B. Special Problem-Oriented Programs</u>	
Asian Manpower and Employment	224,800
Asian Population	413,000
<u>C. Senior Program Advisors</u>	65,000
<u>D. Direct Program Charges</u>	20,400
<u>E. Program Operational Expenses</u>	1,316,550
<u>F. Administration Expenditures</u>	727,450
<u>G. Contingency Fund</u>	<u>50,000</u>
TOTAL	\$6,600,000