

PDFAH 056

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

March 30, 1979

Mr. Stephen Leonard
Treasurer
Damavand College Foundation
1107 Watergate South
700 New Hampshire Ave., N.W.
Washington, D. C. 20037

Subject: Amendment No. 1 to
Grant AID/asha-157, Damavand
College

Dear Mr. Leonard:

This letter amends Grant AID/asha-157 of August 29, 1978, to reallocate funds under Article II, Authorized Expenditures. The grant total is not changed. The grant is amended as follows:

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

"Article II - Authorized Expenditures

Except as otherwise provided by AID in writing, the \$450,000 provided herein shall be expended only for the following:

- | | |
|---|----------------|
| 1. Procurement of services for residual work on the Damavand College Library and procurement of furniture, audio-visual and other equipment for the library, including such commodity related costs as shipment, insurance, and installation. | \$ 250,000 |
| 2. Salaries and related benefits for U.S. citizen faculty and staff under contract with Damavand College. | <u>200,000</u> |
| Total | \$ 450,000 |

Funds not expended under item 2, above, may be expended under item 1.

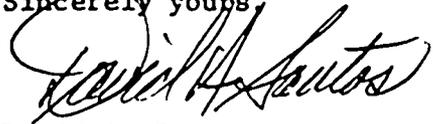
No funds provided by this grant shall be used to pay any tax or duties on commodities imported to Iran."

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

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

Sincerely yours,



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

ACCEPTED:

Damavand College Foundation

By,



Title



OK

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor

SER/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: Darnavand Foundation
PIO/T Number, Appropriation Number, Allotment Number, Project Number
Project Title: Darnavand College
Amount of this PIO/T, Project Manager's Name and Office Symbol, Contractor's D-U-N-S Number
Negotiator's Typed Name, Signature, Date
Contract/Grant Officer's Typed Name, Signature, Date

PART IB.

Contract/Grant Number: ASHA-157
Type Order, Order Number, Amendment/Modification Number, Date PIO/T Received by CM/SD/SUP or Mission Contract Office

PART II.

Effective Date of Document: Aug. 1978
Signature Date of Document: Aug. 1978
Estimated Completion Date: December 1979
Contract/Grant funded through (date): Dec. 1979
Host Country Institution (University contract ONLY), Campus Coordinator (University contract ONLY), Amount Obligated/Deobligated/Subobligated by this Action: 450,000
Cumulative Obligation thru this Action: 1,875,000

PART III.

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

M03 - TYPE ACTION

- 0. Contract/Grant/Cooperative Agreement
1. Task Order (BOA)*
2. Work Order (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, CPPF, CS, CPAF, CPII)
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 (II 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. Id. Inst. and/or Int'l Research (AIDPR 7-4.57)
E. Collaborative Assistance (AIDPR 7-4.58)
F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
I. Sole Source (AIDPR 7-3.101-50(b)(4))
J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
K. 8(a) Selection (FPR 1-1.713-1)
L. Grant (Handbook 13)
M. Do Not Use
N. Cooperative Agreement (Handbook 13)
O. Small Business Set-Aside (FPR 1-1.706-8)
P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

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

M08 - TYPE AWARD

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

(Continued on Page 2)

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M09 - CONTRACTING PARTIES

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

M10 - PRIVATE VOLUNTARY ORGANIZATION

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

M11 - ADVANCE

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

M12 - COUNTRY OF PERFORMANCE

(Specify) IRAN

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

- YES NO

M14 - CONTRACT/GRANT SOURCE

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

M15 - TYPE OWNERSHIP

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

M22 - CURRENCY INDICATOR

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

M50 - SUBCONTRACTING CODE

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

M51 - SUBCONTRACTOR TYPE AWARD

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

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

M56 - SUBJECT TO STATUTORY REQUIREMENT

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

*Equipment, Supplies, Materials, and Commodities

M57 - AFFIRMATIVE ACTION PLAN ON FILE

- YES NO

M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

- YES NO

M60 - INCREMENTAL FUNDED CONTRACT

- YES NO

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID?

- YES NO

M63 - EXTENT OF COMPETITION IN

NEGOTIATION

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

NON-COMPETITIVE

- B1. Buy Indian
- B2. 8(a) Program

- B3. Follow-on After Competition
- B9. Other (Specify) _____

M65 - TYPE OF BUSINESS

- E1. Source: Non-U.S. and Used Outside U.S. and Possessions
- E2. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete A thru D)
 - A1. Small Business - Disadvantaged 8(a)
 - A2. Small Business - Owned by Minority Group
 - A3. Other Small Business (including individuals)
 - B1. Large Minority Business
 - B2. Other Large Business
 - C1. Non-Profit Private Educational Organization
 - C2. Non-Profit Hospital
 - C3. Non-Profit Research Institution, Foundation, and Laboratories
 - C4. Other Non-Profit Institutions
 - D1. State/Local Government Educational Institution
 - D2. State/Local Government Hospital
 - D3. State/Local Government Research Organization
 - D4. Other State/Local (Specify) _____

M66 - COST ACCOUNTING STANDARDS

- Required Not Required

M67 - NUMBER OF BIDDERS OFFERING 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

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

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

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GRANT
BY THE
UNITED STATES OF AMERICA
TO
DAMAVAND COLLEGE FOUNDATION
FOR
DAMAVAND COLLEGE, TEHRAN, IRAN

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.") hereby makes a grant of Four Hundred Fifty Thousand Dollars (\$450,000) to the Damavand College Foundation (hereinafter referred to as "Grantee") to be used solely for the benefit of Damavand College in Tehran, Iran, in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made a part of this grant, as follows: Appendix A (Special Provisions), Appendix B (General Provisions: (3) Procurement of Commodities (5b) Disbursement Procedures and (6) Administrative and Other Provisions.)

Unless otherwise specified herein, this grant is to cover authorized expenditures incurred during the period beginning with the date of this agreement and ending December 31, 1979.

Agency for International Development

By Robert C Chase
Acting Director, Office of American
Schools and Hospitals Abroad

Date AUG 29 1978

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

Damavand College Foundation
1107 Watergate, South
700 New Hampshire Avenue, N.W.
Washington, D.C. 20037

By Stephen Leonard
Title Deansur

Grant No. AID/asha 157

Project No. 913-0249-1387407

Allotment No. 894-38-099-00-84-81

Appropriation No. 72-1181013

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APPENDIX A

SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

1. Under Section 214 of the Foreign Assistance Act of 1961, as amended, assistance is authorized to schools outside the United States, founded or sponsored by United States citizens, and serving as study and demonstration centers for ideas and practices of the United States.

2. Grantee, a non-profit corporation established in 1971 in the State of Delaware, sponsors Damavand College. The College was established by U.S. citizens in 1968 as the successor to the Iran Bethal School founded by Americans nearly a century ago. The College's objective is the demonstration of American liberal arts education at the college level. Since the early 1970's the College has been constructing a new campus north of Tehran. Although only partially completed, the College moved to the new campus in 1975. Prior year A.I.D. grants have contributed to development of the new campus by financing construction of a library-learning resource center, now nearing completion.

3. Grantee has requested financial assistance in Fiscal Year 1978 for procurement of equipment and furnishings for the new library. A.I.D. has determined to provide assistance for this purpose.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise provided by A.I.D. in writing, the \$450,000 provided herein shall be expended only for the following:

Procurement of furniture, audio-visual and other equipment for the new Damavand College library-learning resources center, including such commodity related costs as shipment, insurance and installation.

No funds provided by this grant shall be used to pay any tax or duties on commodities imported to Iran.

PROCUREMENT OF COMMODITIES

Paragraphs A through H apply to procurement of commodities and commodity related services by the Grantee and any Grantee procurement agent. When A.I.D. is financing a fixed or unit price contract of the Grantee for construction services, paragraphs A and B, but not paragraphs C through H, will apply.

A. Place of Procurement

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

1. Procurement in the United States

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

- (a) more than 50 percent of the total cost of its components were imported into the United States, and
- (b) it contains components from any communist country, excluding Yugoslavia

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

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

- (a) shall not have entered the market on order from, or otherwise to satisfy a specific need of, the Grantee, except commodities produced in the United States, and
- (b) shall not have been produced in, nor--to the best of Grantee's knowledge or the knowledge of any agent or contractor of the Grantee--contain components from, any communist country, excluding Yugoslavia.

B. U.S. Carriers

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

C. Quotations and Bids

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

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

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

D. Proprietary Procurement

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

E. Notification to A.I.D.

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



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kinds of action shall be included in Grantee's records and furnished to A.I.D. when the procurement is undertaken.

F. A.I.D. Financed Export Opportunities Bulletin

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

G. Marking Requirements

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

H. Procurement Documentation

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

DISBURSEMENT PROCEDURES

Advance Funding and Replenishment

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

A. Disbursement Terms

1. Advance

A. I. D. shall make an advance payment to the Grantee, subject to the conditions hereinafter set forth, in the amount of \$ 50,000

2. Special Bank Account

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

3. Conversion of Dollars to Local Currency

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

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

4. Restriction on Interest

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

B. Method of Disbursement

1. Request for Advance

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

2. Replenishment of Advance

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

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

Expenditure Report

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

c. Certification

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

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

Signature

Date

3. Final Voucher

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

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

4. Additional Documentation

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

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

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

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

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

1. Quarterly Report of Grant Expenditures

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

2. Quarterly Progress Report on Capital Improvements

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

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

a) Construction Progress

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

b) Commodity Procurement

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

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

3. Annual Institutional Report

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

B. Records and Books of Account - Right of Inspection

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

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

C. Reimbursement to A.I.D.

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

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

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

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

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

D. Non-Liability

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

E. Equal Opportunity

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

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

F. Covenant Against Contingent Fees

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

right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

G. Officials Not to Benefit

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

H. Termination

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

I. Notices

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

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

To Grantee

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

J. Subordinate Agreements

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

K. Title to and Use of Property

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

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

