

PD-FAH 996

# CONTRACT AMENDMENT

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

3. Contract/Agreement Number: AID/SOD/PDC-G-0206 <i>A/B Service</i>		5. Organization Symbol: IESC	
4. Contractor/Recipient Name: <i>Intl. Exec. Service Corps</i>		7. Project Officer's Name: R. Moeller	
6. Project Title: Int'l Executive Service Corps		8. Organization Symbol: PRE/PPR	
9. Requisitioning Document ID No: 940-0004-3440700		19. Budget 72-1141021.6 Plan Code: 446-34-099-00-69-41 PDAA-84-13480-DG-11	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		20. Country or Region of Performance: <i>World wide</i> <i>\$3,000,000</i> <i>\$1,250,000</i>	
11. Amount of this PIO/T: Administrative Reservation U.S. \$ 1,750,000		21. a. This Action Increases TEC by \$ <i>2,750,000</i> b. Total Est. Cost of Contractual Document \$ <i>40,400,000</i>	
12. Amount Obligated/Subobligated/Deobligated by this Action: <i>Input 1,250,000 / 275</i> U.S. \$ <i>1,750,000</i> <i>73,000,000</i>		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <i>0</i>	
13. Cumulative Obligation: U.S. \$ <i>30,432,000</i>		23. Effective Date of this Action: <i>6/1/84</i>	
14. This Action Funded Through: <i>12/31/84</i>		24. Estimated Completion/Expiration Date: <i>12/31/87</i>	
15. Date Contractual Documents Signed by AID Official: <i>6/1/84</i>		25. Contractor DUNS Number: <i>0716829480</i>	
16. Incrementally Funded Contract: <i>yes</i>		26. Consultant Type Award: <i>NO</i>	
17. Host Country/Counterpart Inst.: (Univ. Contracts) <i>NA</i>		27. Number of Person Months: (PASA/RSSA only) <i>NA</i>	
18. Campus Coordinator: (Univ. Contracts) <i>NA</i>		28. Number of Persons: (PASA/RSSA only) <i>NA</i>	
29. Negotiator's Typed Name: J. McAvoy		30. Negotiator's Signature: <i>John P. McAvoy</i>	
32. Contract/Grant Officer's Organization Symbol: SOD/PDC		33. Contract/Grant Officer's Signature: <i>[Signature]</i>	
		31. Date Signed: <i>6/1/84</i>	
		34. Date Signed: <i>6/1/84</i>	

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

35. SELECTION PROCEDURES: A. Formally Advertised B. Negotiated Price Competition, General Procedure C. A&E D. Ed. Inst. and/or Int'l. Research E. Collaborative Assistance F. Predominant Capability G. Unsolicited Proposal		H. Procurement to be Performed by the Contractor in Person <input type="checkbox"/> I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection ● Grant/Cooperative Agreement L. Competitive M. Noncompetitive N. Small Business Set Aside O. Overseas Procuring Activities	
--	--	---	--

STAFF SECTION  
JUL 5 1984  
ENTERED

CONTRACT/AGREEMENT DATA SHEET	<b>B</b> 1858	1.M/SER/CM/SD/SS Action Monitor: JB for LB	2. Date PIO/T Received: 6 / 1 / 84
----------------------------------	---------------	--	---------------------------------------

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

3. Contract/Agreement Number: AID/SOD/PDC-G-0206 A# <u>13</u>		5. Organization Symbol: IESC	
4. Contractor/Recipient Name:		8. Organization Symbol: PRE/PPR	
6. Project Title: Int'l Executive-Service Corps			
7. Project Officer's Name: R. Moeller		8. Organization Symbol: PRE/PPR	
9. Requisitioning Document ID No: 940-0702-3440702		19. Budget 72-1141021.3 Plan Code: 443-34-099-00-69-41 PDAA-84-13480-AG-11	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		20. Country or Region of Performance: <u>World wide</u>	
11. Amount of this PIO/T: <u>U.S. \$ 1,250,000</u> Administrative Reservation		21. a. This Action Increases TEC by \$ <u>1,250,000</u> b. Total Est. Cost of Contractual Document \$ <u>48,400,000</u>	
12. Amount Obligated/Subobligated/Deobligated by this Action: <u>U.S. \$ 1,250,000</u>		22. Amount of Non-Federal Funds Pledged to the Project: <u>U.S. \$ 0</u>	
13. Cumulative Obligation: <u>U.S. \$ 30,432,000</u>		23. Effective Date of this Action: <u>6/1/89</u>	
14. This Action Funded Through: <u>12/31/89</u>		24. Estimated Completion/Expiration Date: <u>12/31/87</u>	
15. Date Contractual Documents Signed by AID Official: <u>6/1/89</u>		25. Contractor DUNS Number: <u>01716192914810</u>	
16. Incrementally Funded Contract: <u>YES</u>		26. Consultant Type Award: <u>NO</u>	
17. Host Country/Counterpart Inst. (Univ. Contracts) <u>NA</u>		27. Number of Person Months (PASA/RSSA only) <u>NA</u>	
18. Campus Coordinator (Univ. Contracts) <u>NA</u>		28. Number of Persons (PASA/RSSA only) <u>NA</u>	
29. Negotiator's Typed Name: <u>J. McAvoy</u>		30. Negotiator's Signature: <u>[Signature]</u>	
31. Date Signed: <u>6/1/89</u>		32. Contract/Grant Officer's Organization Symbol: <u>SOD/PDC</u>	
33. Contract/Grant Officer's Signature: <u>[Signature]</u>		34. Date Signed: <u>6/1/89</u>	

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

35. SELECTION PROCEDURES: A. Formally Advertised B. Negotiated Price Competition, General Procedure C. A&E D. Ed. Inst. and/or Int'l. Research E. Collaborative Assistance F. Predominant Capability G. Unsolicited Proposal	<input type="checkbox"/> H. Procurement to be Performed by the Contractor in Person <input type="checkbox"/> I. Sole Source <input type="checkbox"/> J. Impairment of Foreign Policy Objectives <input type="checkbox"/> K. 8(a) Selection <input checked="" type="checkbox"/> L. Grant/Cooperative Agreement <input type="checkbox"/> M. Competitive <input type="checkbox"/> N. Noncompetitive <input type="checkbox"/> O. Small Business Set Aside <input type="checkbox"/> P. Overseas Procuring Activities
---	---

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

7 JUN 1984

ORIGINAL

JUN 1 1984

Mr. Robert Collier  
International Executive Service Corp.  
8 Stamford Forum  
P.O. Box 10005  
Stamford, CT 06904-2005

Subject: AID/SOD/PDC-G-0206 Amendment #13

Dear Mr. Collier:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development hereby grants to the International Executive Service Corp. (IESC) an additional amount of \$3,000,000 in continuing support of the program as more fully described in the attachment to the Grant entitled "Purpose and Program of Grant." The total cumulative obligation under this Grant is now \$30,432,00.

This amendment is effective and the additional sum is obligated as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives through December 31, 1984.

The Grant is further amended as follows:

1) The attached Standard Provisions (A.I.D. Form 1420-52 dated 2-82) and the alterations in Grant dated July 1982 will replace the previous Standard Provisions.

2) The amendment dated 30 January 1984 was erroneously numbered 4. Delete "Amendment #4" in subject title and substitute in lieu thereof "Amendment #12".

3) Notwithstanding paragraph a) of Standard Provision No. 8 entitled "Travel and Transportation" the Grantee is hereby exempted from attaining the Project Officer's prior written approval of overseas travel.

4) In Attachment D, Schedule, Paragraph C.2.; delete the amount of \$3,000,000 and insert \$6,000,000 in lieu thereof.

5) Add the following Paragraph D entitled Standard Provisions to the Schedule, Attachment D:

ORIGINAL

**D. Standard Provisions**

The attached Standard Provisions (A.I.D. Form 1420-52 dated 2-82) and the Alterations in Grant dated July 1982 are the Standard Provisions of this grant except as set forth below:

Delete the following Standard Provisions:

- a) 5A - Negotiated Overhead Rates - Predetermined
- b) 5B - Negotiated Overhead Rates - Nonprofit Organizations Other than Educational Institutions
- c) 7B - Payment - Periodic Advances
- d) 7C - Payment - Reimbursement
- e) 10A - Procurement of Goods and Services Under \$250,000
- f) 13B - Title to and Care of Property (U.S. Government Title)
- g) 13C - Title to and Care of Property (Cooperating Country Title) ~~-----~~

This Grant is made to IESC ~~on~~ condition that the funds will be administered as described in the "Purpose and Program of Grant", and Attachment B entitled "Standard Provisions" both of which have been agreed to by your organization.

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. Please return the Statement of Assurance of compliance and the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely,



Judith D. Johnson  
Grant Officer  
Service Operations Division  
Office of Contract Management

Attachment: Standard Provisions

Acknowledged:

INTERNATIONAL EXECUTIVE SERVICE CORP.

BY: Robert G. Collier

TYPED NAME: Robert G. Collier

TITLE: Director of Financial Planning

DATE: JUN 1 1984

Fiscal Data	
Appropriation	: 72-1141021.6
Allotment	: 446-34-099-00-69-41 PDAA-84-13480-DG-11.
PIO/T No.	: 344-0700
Amount Obligated	: \$1,750,000
Cumulative Obligated	: \$29,182,000
Appropriation	: 72-1141021.3
Allotment	: 443-34-099-00-69-41 PDAA-84-13480-AG-11
PIO/T No.	: 344-0702
Amount Obligated	: \$ 1,250,000
Cumulative Obligation:	\$30,432,000
Project Office	: PRE/PPR
Project Office	: Andrea Mohn
DUNS No.	: 07-682-9480

FUNDS AVAILABLE

JUN 7 1984

o/c 4190  
P. HENPH

Program Acctg. Division  
OFFICE OF FINANCIAL MANAGEMENT

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

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

—SEE FOOTNOTE ON PAGE 22—

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

Select only 1 payment provision from Group 7.

Select only 1 procurement provision from Group 10.

Select only 1 title provision from Group 13, if title to all property is vested in one entity; however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 13 and identify the categories and entities in the Schedule of the Grant.

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

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

(a) The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the Grant Officer to be reasonable, allocable, and allowable in accordance with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and

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

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

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

## **2. ACCOUNTING, AUDIT AND RECORDS**

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

(b) The AID Inspector General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 1I6 of Chapter 1 of Handbook 13) reserve the right to conduct an audit of the Grantee's books and records to determine whether the Grantee has expended AID's funds in accordance with the terms and conditions of this grant. The Grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit.

## **3. REFUNDS**

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

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

(c) If, at any time during the life of the grant, or as a result of final audit, it is determined by AID that funds it provided under this Grant have been expended for purposes not in accordance with the terms of this grant, the Grantee shall refund such amount to AID.

## **4. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS**

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

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

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-4) which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance.

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

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

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

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

## **5A. NEGOTIATED OVERHEAD RATES—PREDETERMINED**

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

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

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

undertaken as promptly as practicable after receipt of the Grantee's proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. REVISION OF FINANCIAL PLANS**

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

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

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

1. To change the scope or the objectives of the project or program.
2. Additional funding is needed.
3. The Grantee expects the amount of AID authorized funds will exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater.
4. The Grantee plans to transfer amounts budgeted for indirect costs to absorb increases in direct costs or vice versa.
5. The Grantee plans to transfer funds budgeted for training allowances (direct payments to trainees) to other categories of expense.
6. The Grantee plans to incur an expenditure which would require approval under the terms of this grant, and was not included in the approved Financial Plan.
7. The Grantee intends to subcontract or subgrant any of the substantive programmatic work under this grant, and such subcontracts or subgrants were not included in the approved Financial Plan.

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

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

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

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

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

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

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

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

##### **(b) FRLC Operational Requirements**

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

draw cash only when actually needed for disbursements.

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

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

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

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

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

*(c) FRLC Reporting*

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

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

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

*(d) Suspension of FRLC*

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

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

## **7B. PAYMENT—PERIODIC ADVANCES**

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

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

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

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

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

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

## **7C. PAYMENT—REIMBURSEMENT**

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

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

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

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

## **8. TRAVEL AND TRANSPORTATION**

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

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

(b) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, it will so notify the Grantee after receipt of advice of intent to travel, required above. AID will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

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

The terms used in this provision have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS**

I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth in (e) or (f) above; see 41 CFR 1-1.323-3 for further guidance.)

(h) *Travel Costs and Overseas Maintenance Allowances*

(1) *Travel Within the United States*

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

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

(2) *International Travel*

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

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

## 9. OCEAN SHIPMENT OF GOODS

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

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

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

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

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

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

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

## 10A. PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000

(This provision is applicable when the total procurement element (i.e., the sum of all purchase orders and contracts for goods and services) of this grant does not exceed \$250,000)

### (a) *Ineligible Goods and Services*

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

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

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

### (b) *Restricted Goods*

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

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

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

### (c) *Geographic Source and Order of Preference*

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

- (1) the United States (AID Geographic Code 000),

(2) "Selected Free World" countries (AID Geographic Code 941),

(3) the cooperating country,

(4) "Special Free World" countries (AID Geographic Code 935).

**(d) Application of Order of Preference**

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

(1) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(2) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(3) impelling local political considerations precluded consideration of U.S. sources,

(4) the goods or services were not available from U.S. sources, or

(5) procurement of locally available goods or services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the grant.

**(e) The Grantee's Procurement System**

The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and the standards set forth in paragraph 1U of AID Handbook 13, "Grants."

**(f) Small Business**

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this grant, the Grantee shall to maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization, AID/Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of, and granted by, the Office of Small and Disadvantaged Business Utilization) to placing any order or contract in excess of \$25,000:

(1) Brief general description and quantity of goods or services;

(2) Closing date for receiving quotations, proposals, or bids; and

(3) Address where invitations or specifications can be obtained.

**(g) Ineligible Suppliers**

Funds provided under this grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing" (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this grant. AID will provide the Grantee with this list.

**(h) Ocean and Air Transportation**

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

**10B. PROCUREMENT OF GOODS AND SERVICES OVER \$250,000**

(This provision is applicable when the total procurement element, i.e., the sum of all purchase orders and contracts for goods and services, of this grant will be greater than \$250,000 over the life of the grant)

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Eligibility of commodity-related services*

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

(2) *Ocean and air transportation*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) The corporation or partnership:

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

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

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

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

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

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

(3) *Ineligible suppliers of commodities and services.* Citizens or firms of any country not included in AID Geographic Code 935 are ineligible as suppliers, contractors, subcontractors, or agents, for goods and services the costs of which will be reimbursed under this grant. However, non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible.

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

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

(g) *Ineligible goods and services.* Under no circumstances shall the Grantee procure any of the following under this grant:

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

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

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

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

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

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

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

(j) *Ineligible suppliers:* Funds provided under this grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this grant. AID will provide the Grantee with this list.

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

## 11. LOCAL COST FINANCING WITH U.S. DOLLARS

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

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

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

### (1) *Ineligible goods and services*

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

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

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

### (2) *Restricted goods*

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

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

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

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

## (4) *Nationality*

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

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

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

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

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

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

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

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

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

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

## **12. GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY**

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

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

## **13A. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)**

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

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

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

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

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

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

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

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

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

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

### *(b) Use of Government Property*

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

### *(c) Control, Maintenance and Repair of Government Property*

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

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

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

**(1) Property Control**

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

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

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

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

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

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

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

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

**(2) Maintenance Program**

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

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

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

(iii) recording of work accomplished under the program.

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

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

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

**(d) Risk of Loss**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(e) Access**

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

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

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

may be directed or authorized by the Grant Officer.

**(g) Communications**

All communications issued pursuant to this provision shall be in writing.

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

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

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

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

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

**14. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY**

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

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

## 15. TERMINATION

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

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

(c) *Termination Procedures.* Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the Grantee prior to effective date of the termination of this grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in this grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

## 16. VOLUNTARY PARTICIPATION

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

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

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

## 17. PROHIBITION ON ABORTION-RELATED ACTIVITIES

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

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

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

## 18. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

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

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

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

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

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

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

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

## **19. PUBLICATIONS**

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

(a) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this

grant, the Grantee shall consult with AID on the nature of the acknowledgement, prior to publication.

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

(c) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the grant.

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

## **20. PATENTS**

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

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

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

## **21. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES**

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

(a) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government Offices or facilities for support while so engaged.

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

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

(c) Other than work to be performed under this grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage directly or indirectly, either in his/her own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which he/she is assigned, nor shall he/she make loans or investments to or in any business, profession or occupation in the foreign countries to which he/she is assigned.

(d) The Grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

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

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

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

## 22. SUBORDINATE AGREEMENTS

(a) The placement of subordinate agreements (i.e., grants or contracts) with other organizations, firms or institutions, and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer unless such subordinate agreements were identified in the approved Financial Plan, in accordance with paragraph (b)(7) of the Standard Provision of this grant entitled "Revision of Financial Plans."

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

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

## 23. SALARIES

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

## 24. INELIGIBLE COUNTRIES

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

## 25. DISPUTES

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

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

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

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

based on clearly erroneous findings of facts or conclusions of law.

## 26. PARTICIPANT TRAINING

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

### (a) Definitions

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

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

### (b) Applicable regulations

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

### (c) Reporting requirement

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

## 27. HEALTH AND ACCIDENT COVERAGE FOR AID PARTICIPANT TRAINEES

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

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

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

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

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

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

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

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

---

\*The rate is \$25.00 per participant-month for Fiscal Year 1982.

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

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

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

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

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

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

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

(h) The HAC Administrator, for the period February 1, 1980 through January 31, 1983, is:  
Trust Fund Administrators, Inc.  
1030 15th Street, NW, Suite 500  
Washington, D.C. 20005.

## 28. USE OF POUCH FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

### **29. U.S. OFFICIALS NOT TO BENEFIT**

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

### **30. COVENANT AGAINST CONTINGENT FEES**

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

### **31. NONLIABILITY**

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

### **32. AMENDMENT**

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

### **33. THE GRANT**

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

### **34. NOTICES**

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

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

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

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

---

#### **FOOTNOTE:**

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

"Grantee" means "Recipient,"

"Grant" means "Cooperative Agreement."

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

"Subgrant" means "Subcooperative Agreement," and

"Subgrantee" means "Subrecipient."

ALTERATIONS IN GRANT

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

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

"TERMINATION AND SUSPENSION".

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

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

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

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

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

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

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

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

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

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

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

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

"(c) Geographic Source and Order of Preference

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) The corporation or partnership:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6)

AID 1360-1 (10-79)  PIO/T	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT		1. Cooperating Country WORLDWIDE	Page 1 of 1 Pages	
	PROJECT IMPLEMENTATION ORDER TECHNICAL SERVICES		2. PIO/T No. 344-0700	3. <input type="checkbox"/> Original or Amendment No. <u>1</u>	
			4. Project/Activity No. and Title 940-0004 International Executive Service Corps. (IESC)		
DISTRIBUTION	5. Appropriation Symbol 72-1141021.6		6. Allotment Symbol and Charge 446-34-099-00-69-41 PDAA-84-13480-DG-11		
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mon. Day, Yr.) 12/31/87		
	9. Authorized Agent AID/W		10. This PIO/T is in full conformance with PRO/AG NA Date NA		
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other		11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) AID/SOD/PDC-G-0206		
	12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)				
	Maximum AID Financing	A. Dollars	(1) Previous Total 3,000,000	(2) Increase 1,750,000	(3) Decrease -
		B. U.S. Owned Local Currency			(4) Total to Date 4,750,000
	13. Mission References	14a. Instructions to Authorized Agent CM/SOD is authorized and requested to amend Grant AID/SOD/PDC-G-0206 to IESC to increase funding by \$1,750,000. The amendment is to stipulate that \$1,300,000 of the funding increase is to be applied against the CY 1984 Grant budget and \$450,000 is to be applied against the CY 1985 Grant Budget.			
		14b. Address of Voucher Paying Office M/FM/PAD, Agency for International Development Rm. 621, SA-12, Washington, D.C. 20523			
	15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.				
A. The project officer certifies that the specifications in the statement of work are technically adequate		Phone No. 235-2274	B. The statement of work lies within the purview of the initiating and approved agency programs		
Roger B. McElroy, PRE/PPR		Date 3/24/84	Bruce E. Bouchard, PRE 3/2/84		
C. John B. Gelb, PRE/PPR		Date 3/2/84	D. FUNDS RESERVED BY R. HEMPHILL M/FM/PAD, B. Williams		
E. Gail Horner, PRE/ADM		Date 3/26/84	POSTED 3/22/84		
16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to			17. M/FM/ASD for International Development		
Signature _____ Date _____			Signature <u>Edgar C. Harrell</u> Date <u>3/15/84</u>		
Title _____			Title <u>Dep. Assistant Administrator</u>		

AID 1380-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country WORLDWIDE	Page 1 of 1 Pages
		2. PIO/T No. 344-0702	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title 010-0004 International Executive-Service Corps. (IESC)	

DISTRIBUTION	5. Appropriation Symbol 72-1141021.3	6. Allotment Symbol and Charge 443-34-099-00-69-41 PDAA-84-13480-AG-11
--------------	---	--

7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) 12/31/87
---	--

9. Authorized Agent AID/W	10. This PIO/T is in full conformance with PRO/AG NA Date NA
------------------------------	---

11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) AID/SOD/PDC-G-0206
---	--

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)					
Maximum AID Financing	A. Dollars	(1) Previous Total - 0 -	(2) Increase 1,250,000	(3) Decrease -	(4) Total to Date 1,250,000
	B. U.S.-Owned Local Currency				

13. Mission References

14a. Instructions to Authorized Agent  
CM/SOD is authorized and requested to amend grant AID/SOD/PDC-G-021 to IESC to increase funding by \$1,250,000. These funds are to be applied against the CY 1984 grant budget.

14b. Address of Voucher Paying Office  
M/FM/PAD, Agency for International Development,  
Rm. 621, SA-12, Washington, D.C. 20523

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate Roger D. Muehler, PRE/PPR	Phone No. 235-2274	B. The statement of work lies within the purview of the initiating and approved agency program Bruce Bouchard, PRE/PPR	Date 3/21/84	Date 3/21/84
	C. John B. Gelb, PRE/PPR		D. Funds for the services requested are available FUNDS RESERVED BY M/FM/PAD, B. Williams R. Hemphill	POSTED 3/23/84
E. Gail Horner, PRE/ADM	Date 3/21/84	17. For the Agency for International Development M/FM/PAD Signature: <i>E. C. Harrell</i> Date: 3/15/84 Title: Deputy Assistant Administrator		

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to	Signature _____ Date _____	17. For the Agency for International Development Signature: <i>E. C. Harrell</i> Date: 3/15/84 Title: Deputy Assistant Administrator
---	----------------------------	--

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

3. Contract/Agreement Number:  
AID/SOD/PDC-G-0206 *A#4 A # 12*

4. Contractor/Recipient Name:  
INTERNATIONAL EXECUTIVE SERVICE CORPS

5. Organization Symbol:  
IESC

6. Project Title:

7. Project Officer's Name:  
Roger Moeller

8. Organization Symbol:  
FRE/PFR

9. Requisitioning  
Document ID No: 940-0004-344-0700

19. Budget PDAA-84-13480-DG11 (PRE)  
Plan Code: 446-34-099-00-69-41  
72-1141021.6

10. TYPE OF ACTION:  
A. New Acquisition/Assistance  
B. Continuation of activities set forth in a contractual document  B  
C. Revision of work scope/purpose of award

20. Country or Region of Performance: *Worldwide*

21. a. This Action Increases TEC by \$ *3,000,000*  
b. Total Est. Cost of Contractual Document \$ *48,400,000*

11. Amount of this PIO/T: OBL. U.S. \$ *3,000,000*

12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ *3,000,000*

22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ *0*

13. Cumulative Obligation: U.S. \$ *27,932,000*

23. Effective Date of this Action: *1/11/84*

14. This Action Funded Through: *12/31/84*

24. Estimated Completion/Expiration Date: *12/31/84*

15. Date Contractual Documents Signed by AID Official: *1/30/84*

25. Contractor DUNS Number: *0716829480*

16. Incrementally Funded Contract: *YES*

26. Consultant Type Award: *NO*

17. Host Country/Counterpart Inst. (Univ. Contracts): *NA*

27. Number of Person Months (PASA/RSSA only): *NA*

18. Campus Coordinator (Univ. Contracts): *NA*

28. Number of Persons (PASA/RSSA only): *NA*

29. Negotiator's Typed Name: *J. McAvoy*

30. Negotiator's Signature: *[Signature]*

31. Date Signed: *1/30/84*

32. Contract/Grant Officer's Organization Symbol: *SOD/PDC*

33. Contract/Grant Officer's Signature: *[Signature]*

34. Date Signed: *1/30/84*

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

35. SELECTION PROCEDURES:

A. Formally Advertised  
B. Negotiated Price Competition, General Procedure  
C. A&E  
D. Ed. Inst. and/or Int'l. Research  
E. Collaborative Assistance  
F. Predominant Capability  
G. Unsolicited Proposal

H. Procurement to be Performed by the Contractor in Person   
I. Sole Source  
J. Impairment of Foreign Policy Objectives  
K. 8(a) Selection  
● Grant/Cooperative Agreement  
L. Competitive  
M. Noncompetitive  
N. Small Business Set Aside  
O. Overseas Procuring Activities

*EMPOWERED  
FEB 16 1984  
STAT Section*

30 JAN 1984

ORIGINAL

JAN 30 1984

Mr. Robert Collier  
International Executive Service Corp.  
622 Third Avenue  
New York, NY 10017

RE: AID/SOD/PDC-G-0206 - Amendment #4 12

Dear Mr. Collier:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development hereby grants to the International Executive Service Corp. (IESC) an additional amount of \$3,000,000 in continuing support of the program as more fully described in the attachment to this Grant entitled "Purpose and Program of Grant". The total cumulative obligation under this Grant is now \$27,432,000.

This amendment is effective and the additional sum is obligated as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives through 12/31/84.

The Grant is further amended as follows:

1. Add to this grant a new Attachment C entitled "Financial Plan".
2. Add to this Grant a new Attachment D entitled "Schedule".

The Grantee agrees to incorporating updated Standard Provisions before the next tranche of funding is obligated under this Grant.

The Grant is made to the IESC on condition that the funds will be administered essentially as described in accordance with the terms and conditions as set forth in Attachment A entitled "Purpose and Program of Grant", Attachment B entitled "Standard Provisions" and Standard Provision No. 27 entitled "Payment - Federal Reserve Letter of Credit (FRLC) Advance", all of which have been agreed to by your organization.

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. Please return the Statement of Assurance of compliance and the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely,



Judith D. Johnson  
Grant Officer  
Services Operations Division  
Office of Contract Management

Attachments:

1. "Attachment C - Financial Plan"
2. "Attachment D - Schedule"

ACCEPTED

INTERNATIONAL EXECUTIVE SERVICE CORP.

BY: 

TYPED NAME: ROBT G COLLIER

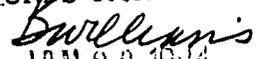
TITLE: INTL EXEC SERVICE CORPS - DIRECTOR OF FINANCIAL PLANNING

DATE: Jan 30, 1984

FISCAL DATA

Appropriation	:	72-1141021.6
Allotment	:	PDAA-84-13480-DG-11 446-34-099-00-69-41
PIO/T No.	:	344-0700
Project No.	:	940-0004
Amount Obligated	:	\$3,000,000
Cumulative Obligation:	:	\$27,432,000
Project Office	:	PRE/PPR
Project Officer	:	Roger Moeller
Duns Number	:	07-682-9480

FUNDS AVAILABLE

  
JAN 30 1984

Program Acctg. Division  
OFFICE OF FINANCIAL MANAGEMENT

ESTIMATED BUDGETS  
(Thousands of Dollars)

Attachment C

	CALENDAR YEARS			
	<u>1984</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>
<u>EXPENSES</u>				
<u>PROJECT EXPENSES</u>				
<u>VOLUNTEER EXECUTIVES</u>				
Transportation	\$ 1,756	\$ 1,988	\$ 2,120	\$ 2,255
Subsistence	3,687	4,189	4,467	4,750
Recruitment	852	912	973	1,034
Other	176	198	216	229
	<u>6,471</u>	<u>7,287</u>	<u>7,776</u>	<u>8,268</u>
<u>COUNTRY DIRECTORS AND FIELD SUPERVISION</u>				
Salaries	691	741	791	841
Other (Travel, Subsistence for Volunteer Country Directors, Employee Insurance and Taxes, Local Employees' Salaries, and Other Office Expenses)	3,482	3,729	3,979	4,229
	<u>4,173</u>	<u>4,470</u>	<u>4,770</u>	<u>5,070</u>
<u>TOTAL PROJECT EXPENSES</u>	10,644	11,757	12,546	13,338
<u>NEW YORK OFFICE ADMINISTRATIVE EXPENSES</u>	2,959	3,170	3,381	3,592
<u>TOTAL EXPENSES</u>	<u>13,603</u>	<u>14,927</u>	<u>15,927</u>	<u>16,930</u>
<u>REVENUES</u>				
<u>PRIVATE</u>				
Receipts From Projects	5,883	6,597	7,487	8,380
Sponsor Contributions	600	700	800	900
Other	120	130	140	150
PROJECTED U.S. GOVERNMENT SUPPORT (Subject to the availability of funds)	7,000	7,500	7,500	7,500
<u>TOTAL REVENUES</u>	<u>\$13,603</u>	<u>\$14,927</u>	<u>\$15,927</u>	<u>\$16,930</u>
<u>NUMBER OF PROJECT STARTS</u>	495	525	525	525

SCHEDULE

A. Purpose of Grant

The purpose of this Grant is to provide support for the Grantee's program in furnishing business and management expertise as more specifically described in Attachment A to this Grant entitled Purpose and Program of Grant.

B. Period of Grant

1. The effective date of this Grant is May 30, 1979. The expiration date of this Grant is December 31, 1987.

2. Funds obligated hereunder are available for program expenditures for the estimated period January 1, 1984 to December 31, 1984 as shown in the Financial Plan Attachment C to this Grant.

C. Amount of Grant and Payment

1. The total estimated amount of this Grant for the period shown in B.1 above is \$48,400,000.

2. AID hereby obligates the amount of \$3,000,000 for program expenditures during the period set forth in B.2 above and as shown in the Financial Plan Attachment C.

3. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment B Standard Provision No. 27, entitled "Payment - Federal Reserve Letter of Credit (FRLC) Advance."

4. Additional Funds up to the amount of the grant shown in C.1 above may be obligated by AID subject to the availability of funds, and in accordance with Standard Provision of this Grant entitled "Limitation of Funds".

AID 1350-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country WORLDWIDE	Page 1 of 1 Pages
		2. PIO/T No. 344-0700	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
PIO/T	PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	4. Project/Activity No. and Title 940-0004 International Executive Service Corps	

DISTRIBUTION	5. Appropriation Symbol 72-1141021.6	6. Allotment Symbol and Charge PDAA 84-13480-DG-11 446-34-099-00-69-41
--------------	---	---

7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) 12/31/87
---	--

9. Authorized Agent AID/W	10. This PIO/T is in full conformance with PRO/AG NA Date NA
------------------------------	---

11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	11b. Contract/Grant/PASA/RSSA Reference Number (If this is an Amendment) AID/SOD/PDC-G-0206
---	--

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)					
Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
	B. U.S.-Owned Local Currency				
		3,000,000	3,000,000	-	3,000,000

13. Mission References

14a. Instructions to Authorized Agent  
CM/SOD is authorized to amend Grant AID/SOD/PDC-G-0206 to IESC by:  
1) Extending the Grant to a new end date of December 31, 1987 from December 31, 1983; 2) adding the attached four year budget covering the calendar years 1984 through 1987; and, 3) Increasing funding by \$3,000,000.

*344-0700*  
*1/5/84*

14b. Address of Voucher Paying Office  
M/FM/PAD, Agency for International Development  
Rm. 621, SA-12, Washington, D.C. 20523

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate Roger D. Noeller, PRE/PPR	Phone No. Date	B. The statement of work lies within the purview of the initiating and approved programs Bruce E. Buchard, PRE/PPR	Date 11/29/83
---	-------------------	---	------------------

C. Gail Horner, PRE/PPR	Date 1/5/84	D. Funds for the services requested are available
-------------------------	----------------	---

E.	Date	M/FM/PAD, Barbara Williams
----	------	----------------------------

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to	17. For the Agency for International Development
Signature _____ Date _____	Signature _____ Date 1/5/84
Title _____	Title Edgar C. Harrell Deputy Assistant Admin. 41

Pipeline Analysis

Obligations to date of current Grant:	24,432,000
Expenditures estimated through 12/31/83:	23,882,000
Estimated funds available as of 1/1/84:	550,000
IESC budget for CY 1984 (Grant Share Only):	6,000,000
Total funding of CY 1984 to date:	0
Amount funded by this obligation:	3,000,000
Balance to be funded at later date subject to availability of funds:	3,000,000

RMoeller - 12/19/83

ESTIMATED BUDGETS  
(Thousands of Dollars)

	CALENDAR YEARS				
	1983	1984	1985	1986	1987
<u>EXPENSES</u>					
<u>PROJECT EXPENSES</u>					
<u>VOLUNTEER EXECUTIVES</u>					
Transportation	\$ 1,555	\$ 1,756	\$ 1,988	\$ 2,120	\$ 2,255
Subsistence	3,250	3,687	4,189	4,467	4,750
Recruitment	790	852	912	973	1,034
Other	155	176	198	216	229
	<u>5,750</u>	<u>6,471</u>	<u>7,287</u>	<u>7,776</u>	<u>8,268</u>
<u>COUNTRY DIRECTORS AND FIELD SUPERVISION</u>					
Salaries	641	691	741	791	841
Other (Travel, Subsistence for Volunteer Country Directors, Employee Insurance and Taxes, Local Employees' Salaries, and Other Office Expenses)	3,233	3,482	3,729	3,979	4,229
	<u>3,874</u>	<u>4,173</u>	<u>4,470</u>	<u>4,770</u>	<u>5,070</u>
<u>TOTAL PROJECT EXPENSES</u>	<u>9,624</u>	<u>10,644</u>	<u>11,757</u>	<u>12,546</u>	<u>13,338</u>
<u>NEW YORK OFFICE ADMINISTRATIVE EXPENSES</u>	<u>2,745</u>	<u>2,959</u>	<u>3,170</u>	<u>3,381</u>	<u>3,592</u>
<u>TOTAL EXPENSES</u>	<u>12,369</u>	<u>13,603</u>	<u>14,927</u>	<u>15,927</u>	<u>16,930</u>
<u>REVENUES</u>					
<u>PRIVATE</u>					
Receipts From Projects	5,259	5,883	6,597	7,487	8,380
Sponsor Contributions	500	600	700	800	900
Other	110	120	130	140	150
<u>PROJECTED U.S. GOVERNMENT SUPPORT (Subject to the availability of funds)</u>	<u>6,500</u>	<u>7,000</u>	<u>7,500</u>	<u>7,500</u>	<u>7,500</u>
<u>TOTAL REVENUES</u>	<u>\$12,369</u>	<u>\$13,603</u>	<u>\$14,927</u>	<u>\$15,927</u>	<u>\$16,930</u>
<u>NUMBER OF PROJECT STARTS</u>	<u>470</u>	<u>495</u>	<u>525</u>	<u>525</u>	<u>525</u>

ACTION MEMORANDUM FOR THE DEPUTY ASSISTANT ADMINISTRATOR,  
BUREAU FOR PRIVATE ENTERPRISE

THRU: PRE/PPR, Bruce E. Bouchard

FROM: PRE/PPR, Roger D. Moeller

SUBJECT: Management Plan for the International Executive  
Service Corps Project, 940-0004

Issues: The major issues concerning the future management of the International Executive Service Corps (IESC) project are:

- 1) Should the present Grant (AID/SOD/PDC-G-0206) be extended or should the present Grant be terminated and a new Grant negotiated?
- 2) Should the period of the extension or new grant, whichever the case, be for one year or multiple years, such as five?
- 3) Should the authorization of funds be for the full period of the extension or new grant or be put on a year-to-year basis?
- 4) What plan of review and funding obligations should be adopted for maintaining prudent control of the application of funds while conforming to the Government-wide guidelines for managing grants and the Agency's Handbook 13?

Background: The present Grant has been in existence for a little less than six years and ends December 31, 1983. The total amount of funds obligated from project 940-0004 to the grant has been \$24,400,000. An additional \$32,000 was obligated from project 278-0224 (Jordan).

In the six years the Grant has been amended ten times, most of the amendments consist of the obligation of funds and extension of the Grant end date. Amendment No. 10, dated August 11, 1983, completely replaced the Purpose and Program of Grant (Attachment A) and obligated a total of \$2,932,000. The new

Program was the result of extensive discussions that formally started with a review of the IESC by J. Baruch in September 1982 and followed by consultations with all concerned Bureaus in the Agency. The direct discussions with IESC led to their proposing a program that basically conforms to the program interests of the Agency and can be summarized as follows:

1. Increased emphasis on assistance to agribusinesses and smaller enterprises.
2. Continued emphasis on assistance to private enterprises as distinguished from governmental entities or parastatal corporations.
3. All non-AID countries to be on full cost recovery from funds other than PRE Grant. For example, if the Bureau for Latin America and the Caribbean wishes to provide IESC assistance to Mexico, then Bureau plus client funds would be used to offset the full cost of the assistance.
4. Continue the build-up in Africa.
5. Continue program expansion in the Caribbean Basin.
6. Place a priority on assistance to PRE target countries.
7. Reduce overhead costs and broaden the funding base for the IESC program.
8. Maintain close liaison with AID Missions and participation in mission projects when appropriate.

In summary, the present Grant with IESC ends December 31, 1983 and is fully funded through that date and possibly 4-6 weeks beyond. The Purpose and Program of Grant now a part of the present Grant has been accepted as the controlling Program document for the foreseeable future. PRE has budgeted \$6,000,000 for IESC in Fiscal Year 1984 and projects approximately equivalent funding in FY 1985 and beyond. Funds have been obligated from 103 and 106 accounts. The program statistics from 1965 to date, year to date and for October 1983 are contained in Attachment B.

Discussion-Issue 1): The question of extension versus new Grant for a continuing program entering its 20th year tends to be reduced to practical operational considerations. On the side of a new Grant the Agency's auditors like clean fiscal breaks for audit purposes. The facts indicate that, in reality, that will not occur since legal commitments from the old Grant would continue for 6-10 months to demand payment from the old letter of credit. The only clean break is in commitments; expenditures would continue from both Grants for the 6-10 month period. Actually competent auditors routinely do annual audits on continuing operations without difficulty.

Discussions with the Grant Officer has led to agreement that the Program Office's decision on this issue will be controlling. The Grant Officer has no overriding preference.

The opposing operational arguments are as follows:

- 1) An extension must be completed before December 31, 1983 with initial funding for CY 1984 being obligated in FY 1984 first quarter. A new Grant will be signed about February 7, 1984 with initial obligation in the second quarter of FY 1984.
- 2) An extension will preserve all program funds. No matter how carefully the old Grant is terminated and the new Grant is initiated, program funds are inevitably lost to the treasury.
- 3) The paperwork for the extension is less than for a new Grant by, at least, not requiring Grant termination documents.
- 4) The continuity of the extension provides both the perception and reality of program continuity. In this instance, a new Grant would provide the perception of step change while the reality would be program continuity.

Recommendation - Issue 1): It is recommended that an extension of Grant AID/SOD/PDC-G-0206 be approved.

Discussion - Issue 2): On the assumption that the recommendation on Issue 1) is approved, then the extension can be for any period desired, reasonably for one or more years. To enable differentiation in the discussion, arguments will revolve around choices of one, three or five years.

The first point to be made centers on the Administrator's desire to provide program continuity and, where reasonable, to go beyond the 2-3 year project length usually chosen in the past. In effect, the burden of proof rests with going to the shorter times.

A one year extension will not provide a minimum program planning period; will not provide an adequate evaluation base for program consideration; and, will not permit sufficient time to meet mid-term goals in non-AID countries.

A three year extension would immediately raise a question concerning why a decrease from six years to three years. The first possible answer that comes to mind is that the Agency is not satisfied with performance. This is not the case. The other possible answer is that the program as now constituted is geared to a three year cycle. This also is not true. In fact, a major milestone will occur at the end of the third year when all PRE Grant funding in non-AID countries will be terminated but operational experience under the new circumstances will still be lacking.

A five year extension would provide a period of about 18 months of stable operation before a major evaluation would be undertaken. On the other hand, an extension beyond five years stretches our ability to anticipate major exigencies and the general gain from added continuity tends to be offset by increasing unpredictability of operational details.

Another factor should be considered at this point. The planning decisions made in the FY 1984 Congressional Presentation and in the Congressional Notification of July 8, 1983 proposes an extension to the end of CY 1987. Deviation from these plans could require marginal explanations.

Recommendations - Issue 2): It is recommended that Grant AID/SOD/PDC-G-0206 be extended for four (4) years to an end date of December 31, 1987.

Discussion - Issue 3): Based on the acceptance of the recommendations on Issues 1) and 2) then the funding authorization period can cover any increment of projected funding through four years or \$24 million.

The arguments raised concerning the period (or amount) covered by the funding authorization basically revolve around the concept of the role of the authorization and the operational requirements associated with more numerous authorization requests. The role of the funding authorization can be viewed as centered on fund control or the role can be centered on a planning support function. If the control function is accepted, then the authorization cycle should be approximately synchronous with the obligation cycle. If the planning support function is chosen, then the authorization cycle should approximately parallel the Grant period of five years.

In managing a continuing program two essential elements should be kept in step, the program and the funding. The program plan and direction is primarily based on the program description in the Grant. The funding plan is basically based on the funding authorization. The two elements are related through the budget contained in the Grant.

A major reason for designating the authorization as a control role would exist if no other funding control mechanism existed or if it were inadequate. The funding control mechanism presently used consists of a chain of events starting with the ABS, moves to the OYB and then to the specific obligation documents centered on the PIO/T. This process is cross checked by fund availability reservation and validation and, where upward changes in contemplated funding are needed, the advice of program change procedure. This control mechanism contains redundancy, cross-checks and upside constraints.

The arguments on this issue suggests that using the funding authorization in a funds control role would increase an already adequately redundant control system and deprive the project management of a desirable planning tool.

Recommendation - Issue 3): It is recommended that the funding authorization level of project 940-0004 be increased by approximately \$23.35 million to a total of \$48.4 million to match the the four year Grant extension proposed in the previous recommendations.

Discussion - Issue 4): Because of the nature of the Grant vehicle, certain limitations are placed on the degree of program control exercised by the Grantor. These constraints are detailed in OMB Circulars and the Agency's Handbook 13 and are designed to conform control to the basic philosophy behind a grant, namely a conditioned gift, and to distinguished the grant from a contract.

Reports - Completed project summaries will be submitted to the Project Officer on a quarterly or more frequent basis. Status-of-project statistics used for internal program control by IESC will be submitted to the Project Officer on a monthly basis. Copies of all printed material used by IESC for dissemination outside of IESC shall be submitted to the Project Officer on a timely basis. The Project Officer will analyze the above reports for conformance to the Grant Program Description.

Funding - Quarterly no-pay vouchers as submitted to FM/PAD will be reviewed and approved by the Project Officer on a Quarterly basis. An annual fiscal report from an independent auditor will be submitted to the Project Officer for reviewing conformance to Grant budgets.

Evaluations - A non-intensive regular PES review evaluation will be performed prior to the end of each calendar year. An intensive evaluation will be performed by outside consultants before the end of the Grant period.

Obligations - Funding obligations will be programmed for the first and third quarters of each fiscal year. The third quarter obligation may slip to July if supplemental funds are required or, alternatively, a third funding tranche may be scheduled for the July/August period.

Recommendation - Issue 4): It is recommended that the foregoing implementation plan be approved for Project 940-0004 for the calendar years 1984-1988.

Summary: In conformance with the program planning submitted by the Agency to Congress in the FY 1984 Congressional Presentation and the Congressional Notification of July 8, 1983 it is recommended that Grant AID/SOD/PDC-G-0206 be extended for four years to an end-of-grant date of December 31, 1987 and \$3.0 million be obligated against the CY 1984 budget from account 106. It is further recommended in accordance with the cited plans, that the authorization for Project 940-0004 be increased by \$23.35 million to a new total of \$48,400,000.

<u>Recommendation - Issue 1)</u> :	Approved <u>6/11</u>	Disapproved _____	Date <u>12/20/83</u>
<u>Recommendation - Issue 2)</u> :	Approved <u>6/11</u>	Disapproved _____	Date <u>12/20/83</u>
<u>Recommendation - Issue 3)</u> :	Approved <u>6/11</u>	Disapproved _____	Date <u>12/20/83</u>
<u>Recommendation - Issue 4)</u> :	Approved <u>6/11</u>	Disapproved _____	Date <u>12/20/83</u>

Comments on above actions:

*FY84  
account  
FY83  
account  
FY87  
account  
CCT  
12/20/83*

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

THE ADMINISTRATOR

PROJECT AUTHORIZATION  
AMENDMENT NO. 2

Name of Country/Entity: Worldwide

Name of Project: I.E.S.C.

International Executive Service  
Corps

Number of Project: 940-0004

Pursuant to Sections 103 and 106 of the Foreign Assistance Act of 1961, as amended, I hereby amend the authorization for the I.E.S.C. project by increasing the authorized amount from twenty-five million fifty thousand U.S. dollars (\$25,050,000) to forty-eight million four hundred thousand U.S. dollars (\$48,400,000) in grant funds over a four-year period (until the end of Fiscal Year 1987), subject to the availability of funds in accordance with the OYB/allotment process.

Except as amended hereby, the authorization, as amended, shall remain in full force and effect.

*M. Peter McPherson*  
M. Peter McPherson

for

*Jan 3, 1984*  
Date

Clearance:

A-AA/PPC:FWSchieck *RKD* Date *12/30/83*  
GC:HMFry *MWH* Date *12/29/83*  
AA/PRE:ERWduPont *GW* Date *12/27/83*  
DAA/PRE:ECharrell *GW* Date *12/27/83*

Drafter:GC/PRE:SECarlson:kak:12/22/83  
*SEU*

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

3. Contract/Agreement Number: PDC-G-0206 <i>#11 AID/SOD/POC-8-0296</i>		5. Organization Symbol: <i>IFSC 9/1/83</i>	
4. Contractor/Recipient Name: International Executive Service Corps		3. Organization Symbol: PPE/PPR	
6. Project Title: International Executive Service Corps		7. Project Officer's Name: Roger D. Moeller	
9. Requisitioning Document ID No: 343-0837 <i>0815</i>		19. Budget PDAA-83-13480-AG-11 Plan Code: 343-34-099-00-69-31 <i>PDAA 83-1348-DG-11</i>	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award <div style="text-align: center; border: 1px solid black; width: 30px; margin: 0 auto; padding: 2px;"><b>B</b></div>		20. Country or Region of Performance: Worldwide	
11. Amount of this PIO/T: U.S. \$ <i>550,000 total</i> <del>100,000</del>		21. Total Estimated Cost of the Contractual Document: TEC increased BY <i>-0-</i> U.S. \$ <i>6,100,000</i> <i>24,432,000</i>	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <i>550,000</i>		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <i>-0-</i>	
13. Cumulative Obligation: U.S. \$ <i>24,432,000</i>		23. Effective Date of this Action: <i>8/31/83</i>	
14. This Action Funded Through: <i>12/31/83</i>		24. Estimated Completion/Expiration Date: <i>12/31/83</i>	
15. Date Contractual Documents Signed by AID Official: <i>8/31/83</i>		25. Contractor DUNS Number: <i>None</i>	
16. Incrementally Funded Contract: <i>Yes</i>		26. Consultant Type Award: <i>No</i>	
17. Host Country/Counterpart Inst.: (Univ. Contracts) <i>N/A</i>		27. Number of Person Months: (PASA/RSSA only) <i>N/A</i>	
18. Campus Coordinator: (Univ. Contracts) <i>N/A</i>		28. Number of Persons: (PASA/RSSA only) <i>N/A</i>	
29. Negotiator's Typed Name: <i>J. Alford</i>		30. Negotiator's Signature: <i>J. Alford</i>	
32. Contract/Grant Officer's Organization Symbol: SOD/PDC		33. Contract/Grant Officer's Signature: <i>J. Alford</i>	
		31. Date Signed: <i>8/15/83</i>	
		34. Date Signed: <i>8/13/83</i>	

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

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <input type="checkbox"/> B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) <input type="checkbox"/> C. IQC & Requirements Contracts <input type="checkbox"/> D. Other <input type="checkbox"/> <div style="text-align: center; margin-top: 10px;"> <b>STAT Section</b>  <b>SEP 14 1983</b>  <b>BCI</b>  <b>ENTERED</b> </div>	37. SUBJECT TO STATUTORY REQUIREMENT: <input type="checkbox"/> A. Walsh-Healey Act, Manufacturer* <input type="checkbox"/> B. Walsh-Healey Act, Regular Dealer* <input type="checkbox"/> C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers) <input type="checkbox"/> D. Davis-Bacon Act (Construction) <input type="checkbox"/> E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts) <input type="checkbox"/> * Equipment, Supplies, Materials, and Commodities <input type="checkbox"/>
36. ADVANCE: A. No Advance <input type="checkbox"/> B. Advance Non-FRLC <input type="checkbox"/> C. Advance FRLC <input type="checkbox"/>	38. Country of Manufacture: <i>LB 9/1/83</i> (Specify)

7DC-CCC1-G-GS-0297-0C

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

SEP 26 1983

SEP 9 1983

ORIGINAL

AUG 31 1983

Mr. Theodore M. Luberoff  
INTERNATIONAL EXECUTIVE SERVICE CORPS  
622 Third Avenue  
New York, New York 10017

Subject: General Support Grant No.  
AID/SOD/PDC-G-0206  
Amendment No. 11

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$550,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Program of Grant". The total cumulative obligation under this Grant is now "\$24,432,000".

ORIGINAL

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1983 through December 31, 1983.

This Grant amendment is made to IESC on condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Program of Grant" which has been agreed to by your organization.

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

ORIGINAL

Please sign the original and eight copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Return the original and seven copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Judith D. Johnson*

Judith D. Johnson  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORPS

BY: *Theodore M. Luberoff*  
 TYPED NAME: THEODORE M. LUBEROFF  
 TITLE: VICE-PRESIDENT - FINANCE  
 DATE: September 17, 1983

Fiscal Data

FUNDS AVAILABLE <i>J. Johnson</i> AUG 31 1983 <i>OP 4190</i> Project Mgmt Division OFFICE OF FINANCIAL MANAGEMENT	Appropriation	:	72-1131021.6	
	Allotment Sym	:	PDAA-83-13480-DG-11	
				346-34-099-00-69-31
	PIO/T No.	:	3430815	
	Project No.	:	940-0004	
	Amount Obligated	:	\$450,000	
	Cumulative Obligation:		\$24,432,000	

FUNDS AVAILABLE <i>J. Johnson</i> AUG 31 1983 <i>OP 4190</i> Project Mgmt Division OFFICE OF FINANCIAL MANAGEMENT	Appropriation	:	72-1131021.3	
	Budget Plan	:	PDAA 83-13480-AG-11	
				343-34-099-00-69-31
	PIO/T No.	:	3430837	
	Project No.	:	940-0004	
	Amount Obligated	:	\$100,000	
	Cumulative Obligation:		\$24,432,000	

AID 1350-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country <b>WORLDWIDE</b>	Page 1 of 1 Pages
		2. PIO/T No. <b>343-0837</b>	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
PIO/T	PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	4. Project/Activity No. and Title <b>940-0004 International Executive Service Corps</b>	

DISTRIBUTION	5. Appropriation Symbol <b>72.1131021.3</b>	6. Allotment Symbol and Charge <b>343-34-099-00-69-31 PDAA-83-13480-AG-11</b>
--------------	--	--

7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) <b>12/31/83</b>
---	---

9. Authorized Agent <b>AID/W</b>	10. This PIO/T is in full conformance with PRO/AG <b>N/A</b> Date <b>N/A</b>
-------------------------------------	---

11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	11b. Contract/Grant/PASA/RSSA Reference Number (If this is an Amendment) <b>AID/SOD/PDC-G-0206</b>
---	---

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)					
Maximum AID Financing	A. Dollars	(1) Previous Total <b>- 0 -</b>	(2) Increase <b>100,000</b>	(3) Decrease <b>-</b>	(4) Total to Date <b>100,000</b>
	B. U.S.-Owned Local Currency				

13. Mission References	14a. Instructions to Authorized Agent <b>CM/SOD is authorized to amend Grant AID/SOD/PDC-G-0206 to the International Executive Service Corps by increasing the funding by \$100,000 in accordance with the Grant budget.</b>
------------------------	---

14b. Address of Voucher Paying Office <b>M/FM/PAD</b>
--

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate <i>Roger D. Moeller</i> <b>Roger D. Moeller, PRE/PPR</b>	Phone No. <b>335-2274</b> Date <b>August 23, 1983</b>	B. The statement of work lies within the purview of the initiating and approved agency programs <i>Bruce Bouchard</i> <b>Bruce Bouchard, PRE/PPR</b> Date <b>8/23/83</b>
C. <i>Gail Horner</i> <b>Gail Horner, PRE/ADM</b>	Date	D. Funds for the services requested are available <b>RESERVED BY</b> <i>Richardson</i> <b>POSTED 8/29/83</b> <b>SER, 197060</b>
E.	Date	

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to  Signature _____ Date _____ Title _____	17. For the Agency for International Development <i>Edgar C. Harrell</i> <b>Edgar C. Harrell</b> Date <b>8/23/83</b> Deputy Assistant Administrator
--	--

AID 1380-1 (10-79)  PIO/T	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT  PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1. Cooperating Country WORLDWIDE	Page 1 of 1 Pages
		2. PIO/T No. 343-0815	3. <input type="checkbox"/> Original or Amendment No. 2
		4. Project/Activity No. and Title 940-0004 International Executive Service Corps	

DISTRIBUTION	5. Appropriation Symbol 72-1131021.6		6. Allotment Symbol and Charge PDAA-83-13480-DG-11	
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.) 12/31/83	
	9. Authorized Agent AID/W		10. This PIO/T is in full conformance with PRO/AG N/A Date N/A	
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other		11b. Contract/Grant/PASA/RSSA Reference Number (If this is an Amendment) AID/SOD/PDC-G-206	

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. \_\_\_\_\_)

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		4,900,000	450,000		
	B. U.S.-Owned Local Currency				

13. Mission References  
14a. Instructions to Authorized Agent  
CM/SOD is authorized to amend Grant AID/SOD/PDC-G-206 to the International Executive Service Corps by increasing the funding by \$450,000 in accordance with the Grant budget.

14b. Address of Voucher Paying Office

M/FM/PAD

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate Robert D. Moetter, PRE/PPR	Phone No. 735-7374	B. The statement of work lies within the purview of the initiating and approved agency programs Brugere E. Bouchard, PRE/PPR 8/23/83	Date
	Date Aug. 23, 1983		Date
C. Gail Horner, PRE/ADM	Date	D. Funds for the services requested are available FONDS RESERVED BY <i>[Signature]</i> POSTED 8/23/83 SER/PL/CSD	
E.	Date		

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

17. For the Agency for International Development

Signature *[Signature]* Date 8/23/83  
Edgar C. Harrell  
Deputy Assistant Administrator

August 23, 1983

ACTION MEMORANDUM FOR THE DEPUTY ASSISTANT ADMINISTRATOR,  
BUREAU FOR PRIVATE ENTERPRISE

THRU: PRE/PPR, Bruce E. Bouchard

FROM: PRE/PPR, Roger D. Moeller

SUBJECT: Funding for the International Executive Service Corps  
Under Grant AID/SOD/PDC-G-0206

Problem: Approval is required for supplemental funding of the subject grant under the 1983 Grant Budget. The total amount of funding requiring approval is \$550,000.

Discussion: The attached PIO/Ts, one for \$100,000 from the Agriculture, Rural Development and Nutrition (103) account and the other for \$450,000 from the Selected Development Activities (106) account, will authorize an increase of funding from the PRE budget of \$550,000. This brings the total PRE funding for FY 1983 to \$5,450,000 with \$5,350,000 from the 106 account and \$100,000 from the 103 account.

This addition to the funding conforms to the terms of the Project Authorization, Amendment No. 1, signed and dated August 11, 1983. The terms of the Grant and CY 1983 Grant budget permits these funds to be utilized through expenditure or by binding obligation during CY 1983.

Recommendation: That you sign the attached PIO/Ts, one for \$100,000 against the 103 account and one for \$450,000 against the 106 account, to authorize supplemental funding of the subject Grant. This brings the total obligated from the PRE budget in FY 1983 to \$5,450,000.

Clearance:

GC/PRE, SCarlson SC date 8/23

CONTRACT/AGREEMENT DATA SHEET	A 4757	1.M/SER/CM/SD/SS Action Monitor: L.B.	2. Date PIO/T Received: 6 / 28 / 83
----------------------------------	--------	--	--

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

3. Contract/Agreement Number: AID/SOD/PDC-G-0206		A. 10 Recd. for Vali 8/11/83	
4. Contractor/Recipient Name: International Executive Service Corps		5. Organization Symbol: IESC	
6. Project Title: International Executive Service Corps		2 actions combined	
7. Project Officer's Name: Roger Moeller		8. Organization Symbol: PRE/PPR	
9. Requisitioning Document ID No: 940-0004-343-0815		19. Budget Plan Code: PDAA-83-13480-DG-11 App. 72-1131021.6, All. 346-34-099-00-69-31	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		20. Country or Region of Performance: WORLDWIDE	
11. Amount of this PIO/T: U.S. \$ 2,900,000 (inc.)		21. Total Estimated Cost of the Contractual Document: U.S. \$ 23,882,000	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 2,932,000		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ -0-	
13. Cumulative Obligation: U.S. \$ 23,882,000		23. Effective Date of this Action: 8/11/83	
14. This Action Funded Through: 12/31/83		24. Estimated Completion/Expiration Date: 12/31/83	
15. Date Contractual Documents Signed by AID Official: 8/11/83		25. Contractor DUNS Number:	
16. Incrementally Funded Contract: YES <del>NO</del>		26. Consultant Type Award: NO	
17. Host Country/Counterpart Inst.: (Univ. Contracts)		27. Number of Person Months: (PASA/RSSA only)	
18. Campus Coordinator: (Univ. Contracts)		28. Number of Persons: (PASA/RSSA only)	
29. Negotiator's Typed Name: J. Aboud		30. Negotiator's Signature: J. Aboud	
31. Date Signed: 8/11/83		32. Contract/Grant Officer's Organization Symbol: SOD/PDC	
33. Contract/Grant Officer's Signature: EHT		34. Date Signed: 6/29/83	

PDC-0001-G-85-0297-00

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

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

ENTERED  
AUG 18 1983  
STAT Section

Advancia-AB 8/15/83 57

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

3. Contract/Agreement Number: AID/SOD/PDC-G-0206		A. 10	
4. Contractor/Recipient Name: <del>FFP</del> International Executive Service Corps			5. Organization Symbol: IESC
6. Project Title: Technical Assistance to Jordan Ministry of Public Works TSFS-II <input checked="" type="checkbox"/>			
7. Project Officer's Name: R. Henrikson			8. Organization Symbol: NE/PD/ENGR
9. Requisitioning Document ID No: 278-0224-3-00203		19. Budget Plan Code: NESA-80-23278-KG18	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		20. Country or Region of Performance: Jordan	
11. Amount of this PIO/T: U.S. \$ 32,000		21. Total Estimated Cost of the Contractual Document: U.S. \$ 23,882,000	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 2,932,000		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ -0-	
13. Cumulative Obligation: U.S. \$ 23,882,000		23. Effective Date of this Action: 8/11/83	
14. This Action Funded Through: 12/31/83		24. Estimated Completion/Expiration Date: 12/31/83	
15. Date Contractual Documents Signed by AID Official: 8/11/83		25. Contractor DUNS Number:	
16. Incrementally Funded Contract: YES <del>NO</del>		26. Consultant Type Award: NO	
17. Host Country/Counterpart inst.: (Univ. Contracts) _____		27. Number of Person Months: (PASA/RSSA only) _____	
18. Campus Coordinator: (Univ. Contracts) _____		28. Number of Persons: (PASA/RSSA only) _____	
29. Negotiator's Typed Name: <i>Phoord</i>		30. Negotiator's Signature: <i>Phoord</i>	
31. Date Signed: 8/11/83		32. Contract/Grant Officer's Organization Symbol: SOD/PDC	
33. Contract/Grant Officer's Signature: <i>R. Henrikson</i>		34. Date Signed: 7/14/83	

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

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <input type="checkbox"/> B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) C. IQC & Requirements Contracts D. Other		37. SUBJECT TO STATUTORY REQUIREMENT: <input type="checkbox"/> 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	
36. ADVANCE: <input type="checkbox"/> A. No Advance B. Advance Non-FRLC C. Advance FRLC		38. Country of Manufacture: _____ (Specify)	

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

AUG 29 1983

ORIGINAL

AUG 11 1983

Mr. Theodore M. Luberoff  
INTERNATIONAL EXECUTIVE SERVICE CORPS  
622 Third Avenue  
New York, New York 10017

Subject: General Support Grant No.  
AID/SOD/PDC-G-0206  
Amendment No. 10

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$2,932,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant amendment entitled "Purpose and Program of Grant". The total cumulative obligation under this Grant is now "\$23,882,000".

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1983 through December 31, 1983. The carryover of \$300,000 from the previous funding period (CY 82) is authorized for expenditure during this period.

This Grant amendment is made to IESC on condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Program of Grant" which is attached hereto and made a part hereof and which has been agreed to by your organization.

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

ORIGINAL

REPRODUCED ON PAGE 2

Please sign the original and eight copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Return the original and seven copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

ORIGINAL *Judith D. Johnson*

Judith D. Johnson  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORPS

BY: *Theodore M. Luberoff*

TYPED NAME: THEODORE M. LUBEROFF

TITLE: Vice-President - Finance

DATE: August 22, 1983

Fiscal Data

Appropriation:	72-11M1037
Allotment Sym.:	(BPC) NESA-80-23278- KG18
PIO/T:	00203 (Jordan)
Project:	278-0224
Amount Obligated:	\$32,000
Cumulative Obligation:	\$23,882,000

Appropriation:	72-1131021.6
Budget Plan :	PDAA 83-13480-DG-11 346-34-099-00-69-31
PIO/T No. :	3430815
Project No... :	940-0004
Amount Oblig.:	\$2,900,000
Cumulative Obligation	\$23,882,000

*o/c 4190*  
FUNDS AVAILABLE

AUG 21 1983  
*William*  
Program Acct. Division  
OFFICE OF FINANCIAL MANAGEMENT

## PURPOSE AND PROGRAM OF GRANT

### A. Purpose

The purpose of this Grant is to provide support for the Grantee's program in furnishing business and management expertise to businesses and other institutions in developing countries in such a way as to contribute to each country's economic progress and the well-being of its people.

### B. Activities

#### I. Basic Program

The International Executive Service Corps (Grantee) will use the funds obligated under this Grant for the principal purpose of implementing the program described in the following numbered paragraphs in the context of and as qualified by the Program Description (Section B. II).

1. Grantee will provide technical assistance directly to indigenously owned private enterprises in developing countries.
2. Grantee will recruit and maintain a roster of Volunteer Executives made up of retired and non-retired U.S. executives, principally from business enterprises, for the purpose of providing the technical assistance in 1. above.
3. Grantee will require assistance recipients to contribute to the IESC some portion of the total costs of the assistance as a matter of principle. The portion of total costs borne by the client will be based on the value of the assistance to the client as modified by the client's ability to pay. Exceptions to the rule of cost-sharing by the client can be made by IESC, except systematic exceptions must be agreed to by the Project Officer.
4. Grantee will maintain close liaison with A.I.D. Country Missions, A.I.D. Regional Bureaus and the Bureau for Private Enterprise for the purpose of efficiently and effectively carrying out its program while broadening program support within A.I.D.
5. Grantee will implement the specifics and basic intent of the Program Description, as submitted to A.I.D. and included as a part of this grant, in a business-like manner. When questions arise concerning interpretations of the Grant, the Grantee will consult the Grant Officer or Project Officer, as appropriate, for guidance.

## II. Program Description

While IESC's founding principles remain the same, the strategies necessary to carry out the program have and will continue to undergo numerous changes in the period from 1983 to 1988.

### PROGRAM-GENERAL CONSIDERATIONS

#### Training

IESC experience in the transfer of management and technology fully supports the PRE viewpoint that the training and development of managers in developing countries is of vital importance to future economic growth.

#### One on One Training

Not to be overlooked is the role played in management training and development by each volunteer as he works with his designated counterpart within a client company.

Between 400 and 500 local counterparts each year not only receive training from our volunteers' advice and guidance, but long after the assignment is completed and the volunteer returns home, there is an exchange of information and therefore continuing training.

#### Weekly Seminars

IESC continues to offer seminars on management conducted by our volunteers, whenever possible, at the conclusion to the volunteer's assignment. Although usually no longer than one week in length, training not otherwise available is offered by qualified volunteers.

#### Ripple Effect

IESC requires each client to designate a counterpart to our volunteer (VE). The duties of the counterpart are to work closely with the VE at all times during the volunteer assignment so that he or she can be trained by the volunteer to perform with more skill and to train other members of the staff in improved procedures that are taught by the volunteer. As each level learns, applicable information is passed on to other employees.

The designated counterpart must be at a sufficient management level to have the ability to benefit from the volunteer's presence and the authority to implement improvements and direct the training of others within the client company.

## Helping Host Country Institutions

As a general practice, IESC Country Directors work with indigenous management development groups to assist them in their efforts to develop curricula and teaching methods to improve their programs. Similar projects in recent years have been carried out with the Asia Institute of Management in the Philippines, the Indonesia Management Association, and the Management Association of Pakistan.,

## FMME Alliance

In addition, IESC has joined with the Fund for Multinational Management Education to develop a series of seminars that will be carried out in the ASEAN nations this year. Those seminars will use video-tape and will be adapted for repeated use in countries other than ASEAN nations. The focus of each will be toward "industry specific" management training.

## Language Proficiency

The subject of training and advising raises the issue of language efficiency of IESC volunteers. While top business leaders with whom our volunteers work in a country usually speak English, middle management and workers generally do not.

IESC has always first sought the best qualified volunteer for an assignment as a primary requisite and, if the volunteer also had language proficiency, that was a plus. IESC will continue to seek out volunteers with language ability subject only to unquestioned technical competence.

IESC has an established indexing system that categorizes volunteers not only within their fields of expertise but also by what foreign languages they can speak. Spanish and French are the largest groups. The group with the requisite language capabilities will be explored initially for qualified and available volunteers.

## Small Business Activity

A major part of IESC strategy is not only to continue to be of assistance to small and medium business in all countries, but to find ways to increase the number of smaller businesses assisted.

IESC feels small or medium business survival and growth is vital to the overall strength of the private enterprise system in lesser developed countries and, importantly, dramatic increases in employment opportunities come when the small or medium entrepreneur utilizes the experience and advice of an IESC volunteer to expand his business. This is where the new jobs will come for many in the developing world.

IESC's objectives are to gradually increase its projects with smaller companies to do approximately 50% of its projects with small companies by 1988. Some of the means to accomplish this goal include:

#### Emphasis

Country Directors have been directed to give emphasis to small business projects.

#### Small Client Fees

It is a principle of IESC to charge every client for its services believing that what is given away may not be fully appreciated. However, to encourage the development of projects with smaller enterprises, IESC will continue to charge small clients much less than large clients.

#### Piggy-Back Projects

Another approach that emphasizes the small client is an opportunity to utilize volunteer expertise at least twice for one air fare.

Piggy-backing results in a small client obtaining the services of a volunteer who is enroute to or from a larger client in his region of the world.

Since the larger client already has contributed toward air fares, recruitment, and administrative costs, the small client can benefit by paying only a modest contribution to have the volunteer extend his time overseas to work with the small client.

#### Agribusinesses

The business of food, from seed to consumer, continues to be the largest single area of IESC volunteer assignments. Approximately one out of every five volunteer assignments has been in agriculture, food processing, or food distribution.

The policy decision has been made that IESC will make every effort over the next five years to increase the proportion.

Among the steps being taken to accomplish that goal:

(a) Strategic directions to our representatives to develop a network of contacts throughout the agribusiness community in each country, utilizing the National Advisory Councils, local AID offices, the U.S. Agricultural Attache, local Ministries of Agriculture, indigenous agribusiness companies, and branches of multinational food companies.

(b) Formation of an Agribusiness Team that will serve as a strike force to work in support of Country Directors to intensify our activities in agribusiness.

The Agribusiness Team will be headed by a widely known retired Chief Executive Officer of a major U.S. agribusiness firm and made up with experienced IESC volunteers with expertise, as examples, in such fields as poultry for meat and eggs, beef and hog growing and processing, seed selection and preservation, food packaging, food freezing and canning, food transportation and storage, reduction of loss through spoilage and mishandling, and proper use of fertilizers.

As Country Directors report on agribusiness priorities in the various countries, members of the Agribusiness Team will be assigned who are experts in the priority needs of the country and team members will be prepared to move on short notice to carry out their assignments. We anticipate one to two week assignments in each country, with possible work in as many as three countries while they are overseas.

(c) IESC Country Directors will continue to be supplied with materials detailing the types of benefits volunteers have provided to agribusiness clients in the past to serve as a guide to prospective clients who could use much the same services.

(d) It is planned to find a qualified agribusiness specialist to serve as an assistant to the Country Director in Thailand. The objective will be to initiate a large number of agribusiness projects. If this can work in Thailand, in the coming years the plan can be instituted elsewhere.

In Kenya, the strategy is to acquire an agribusiness specialist to assist the Country Director when arrangements for official status in Kenya are completed with the government and an office opened. In future selections of Country Director assistants, agribusiness experience will be a factor in the choice of an assistant.

(e) Discussions have just opened between officials of the Department of Agriculture in Washington and IESC to determine how we can work together toward expanded cooperation in agribusiness overseas. Initial indications are that mutual cooperation can bring results to our effort in agribusiness.

#### Public vs. Private

The IESC objective is to have less than 5 percent of all volunteers assigned to assist government entities.

IESC policy is that a government entity pay full costs of the assignment of a volunteer executive including all indirect allocations. This policy will continue to be emphasized in the future.

Over the next five years, IESC Country Directors will put their efforts into development of projects in the private sector. Response to projects in the public sector will be limited to those volunteer assignments that support the development of the private sector, such as governmental organizations fostering private small and medium business, telecommunications, urban transportation; assistance to rural small agriculture; water or sewage systems; electrical utilities; and other similar projects that strengthen the infrastructure of a country.

IESC believes true economic growth will come through the development of private enterprise. IESC will continue to operate on the basic principle that direct business-to-business assistance will bring the greatest good to the greatest number of people in developing countries.

#### IESC/AID Relationships

IESC representatives will meet with local AID Missions and PRE staff on a regular basis to assure that each is attuned to the priorities and activities of the other.

IESC Country Directors meet at a minimum of once a month with AID Mission personnel, and many are in more frequent contact. This greater interchange between IESC and AID overseas will continue as IESC Management expands its coordination with AID/Washington.

IESC will continue to provide support to AID programs and policies, particularly where it can be most helpful, such as the fields of institution building, training, and the transfer of management and technical skills, activities that have been an important part of the traditional role of IESC.

#### PROGRAM-AID COUNTRIES

The Bureau for Private Enterprise has established a list of target countries and has requested IESC to direct more of its resources toward those countries. Of the countries on the target list, IESC currently maintains and will continue to maintain a Country Director and full-scale program in the following countries:

Thailand  
Indonesia  
Costa Rica  
Haiti  
Peru  
Egypt  
Turkey

Seven other countries are on the target list:

Jamaica  
Kenya  
Sri Lanka  
Zimbabwe  
Pakistan  
Sudan  
Ivory Coast

#### Jamaica

IESC plans to assign a full-time American Country Director to Jamaica, replacing the local representative.

#### Kenya

A full-time Country Director will be assigned to Kenya when a country agreement is negotiated.

#### Sri Lanka

IESC is looking at the possibility of assigning a Country Director to Sri Lanka. Although we temporarily closed our office in Sri Lanka in 1981, IESC has continued to fill requests from the private sector for volunteers.

#### Zimbabwe

Once the office has been established in Kenya, Zimbabwe will be served from Kenya. If there is sufficient activity in Zimbabwe a Country Director may eventually be assigned. Meanwhile, from Kenya, services will be made available to other East Africa countries, such as Burundi, Malawi, and Uganda.

#### Sudan

IESC currently has an active project in Sudan and has carried out a number of projects there in recent years. Further efforts will be made there to develop projects, utilizing the base of the Country Director in Egypt.

#### Ivory Coast

IESC is currently negotiating with a prospective client in Ivory Coast. A successful conclusion to this negotiation will be the means of opening the door in Ivory Coast to further IESC activity.

## Pakistan

IESC has carried out a few volunteer assignments in Pakistan in recent years. The current interest in IESC in Pakistan may make it possible to assign an IESC representative in the country as a start toward developing a broader program in that country.

In addition to those countries on the PRE target list, IESC also is serving other countries around the world.

## Central America and Caribbean

IESC is aware of the increased concerns in regard to the Central American and Caribbean area and will continue to focus attention on this region over the next five years.

In addition to the target countries of Jamaica, Haiti and Costa Rica, IESC has Country Directors serving the following Central American or Caribbean nations:

Barbados	
Honduras	
Belize	served from Honduras
Guatemala	
Panama	
Suriname	served from Barbados
Guyana	

Through our Caribbean offices, we also continue to assist a number of the smaller island nations of that region.

Also, IESC now is discussing two possible projects in El Salvador.

## Africa

Various countries of sub-Sahara Africa will continue to receive increased attention from IESC and as opportunities arise IESC will expand activities in that region.

In addition to Ivory Coast, projects currently are under discussion with possible clients in Liberia and Ghana. Recent uncertainties in both countries have slowed program activities.

IESC recently assigned a senior executive to explore program possibilities in Guinea. IESC's type of assistance is needed, but at this time IESC could not mount an effective program.

## Asia and the Pacific

As stated, IESC strategy is to expand operations in the PRE target countries of Sri Lanka first and then Pakistan in addition to Thailand, Indonesia and the Philippines.

Also, discussions on possible projects in Fiji and the Cook Islands are underway and meetings with representatives of the Federated State of Micronesia have been held about possible IESC assistance once independence is achieved.

## India

IESC is considering the feasibility of opening an office in Bombay, India, that also would serve such other commercial and industrial areas as Ahmadabad and Calcutta.

There is a great need and interest in IESC's type of assistance in India. IESC receives many requests for assistance and makes every effort to fill the requests. This is done under very adverse circumstances that are the result of bureaucratic and regulatory entanglements placed in either the client's way or in IESC's way by the Government of India.

IESC will continue to look for ways to overcome the obstacles by utilizing offers of help that have been received from former India clients.

## Lebanon

IESC recently assigned three volunteers to Lebanon to assist in the restoration of its telecommunications system. Part of the goal of those three assignments is to help the government move toward placing the telecommunications system under private management. When other requests for IESC assistance are received from Lebanon, they will be filled as rapidly as possible.

## Jordan and Tunisia

At the specific request of the Bureau for Near East, IESC sent an executive to Jordan and Tunisia to develop an IESC program. The first visit resulted in discussions with concerned parties in both of these countries. IESC expects to initiate a program in both of these countries.

### PROGRAM--NON-AID COUNTRIES

Project development and its growth for the 5 year planning budget period will be heavily dependent on marketplace conditions and the success of IESC's marketing efforts. Assuming these two premises bring positive results, the following 3 objectives will be the keystone of IESC's activities in non-AID countries.

- 1) IESC will begin immediately a program that will result in the recovery of full direct and indirect costs from sources other than the PRE grant for all projects started in non-AID countries of Asia, Africa and Near East after June 30, 1984.
- 2) IESC will begin immediately a program that will result in the recovery of all in-country direct and indirect costs from sources other than the PRE grant for all projects started in non-AID countries of the Latin American and Caribbean Region after July 1, 1985.
- 3) IESC will further recover full direct and indirect costs from sources other than the PRE grant for all projects started in non-AID countries of Latin American and Caribbean Region after December 31, 1986.

### COOPERATION WITH OTHER DEVELOPMENT AGENCIES

In addition to increased cooperation with AID/Washington and local Missions, IESC has been involved for more than a year in increased coordination with a number of other development agencies with which IESC shares the same desire to improve the economies of the developing countries.

World Bank and International Finance Corporation  
Several meetings have been held in the past year with top officials of the World Bank and IFC to establish a working relationship in which IFC borrowers would be our clients and would pay fees in keeping with IESC policies. IESC has adjusted some of its rules to conform with the regulations of the World Bank and IFC so that IESC can be a ready source of expertise to the World Bank or IFC and/or their clients in the developing world. IESC carried out two projects that led to the establishment of a major poultry farming operation with IFC funding in Turkey, and an IESC volunteer will work with the private sector owners of this operation five to six times in the next few years to continue to provide needed expertise.

## Inter-American Development Bank

IESC also has established a working relationship with the Inter-American Development Bank that already has been the source of projects with IADB clients, who pay IESC fees.

Recently in Colombia, at the request of the IADB, IESC provided three volunteers to assist in management and financial controls of a women's rural cooperative Talleres del Valle. A fourth volunteer is planned by that organization in the near future, which we believe might establish a pattern for the next several years.

## Other Development Banks

IBSC Vice President for Field Operations spoke to a meeting of ALIDE, the association of Latin American development banks to offer IESC expertise to ALIDE Members and clients with some prospects of future development.

IESC's Country Director in Indonesia will be making a similar presentation to the Association of Development Finance Institutions of Asia and the Pacific. This presentation was arranged through the headquarters of the Asian Development Bank in Manila.

## OPIC

Closer to home, IESC is collaborating with the Overseas Private Investment Corporation to serve the mutual interests of OPIC and IESC.

OPIC, for its part, advises IESC where there are potential clients for IESC services. Since OPIC has no offices overseas, IESC provides OPIC with information on private firms in various countries who express an interest in joint ventures with U.S. companies.

## GENERAL COMMENTS

### Overhead Expenses

IESC plans several economy moves in the coming year. A large reduction in personnel, a commensurate reduction in space, and a substantial decrease in administrative expenses is anticipated.

These reductions will be more than offset by a rent increase, as IESC must move from the present location. The ten-year lease has expired, and IESC is running on a lease extension until November 1983. The rent during the extension has doubled, and it is anticipated still further increases in the cost per square foot will occur. IESC is simply facing the realities of the current real estate market as the previous lease expires.

## Fund Raising

The year 1981 ended a period of uneven emphasis by IESC on corporate fund raising. It was the fifth year of either declining or static numbers in dollar amounts and listed sponsors.

During 1981 new emphasis on fund raising was placed with a campaign based on solicitation letters, visits and calls by senior management of IESC, plus direct involvement of the Board and Council members. At year end the curve of receipts was turning upward.

The major upturn took place in 1982 in spite of economic disasters facing many corporations, and a new six-year record was set in number of sponsors and dollar amounts. At year end total contributions were up 24% over 1981; number of sponsors rose 14%; average contribution, 8%.

In the 1983-1988 period IESC will continue the active participation of top management and corporate supporters in emphasizing the strong IESC story. Increased emphasis by AID, State and Commerce on involvement of U.S. corporations in IESC's overseas efforts will be a helpful factor in continuing the upward trend to new goals.

### IESC: A "Ready" Resource

As a business organization meeting the changing needs of the developing world, IESC is a "ready" resource for AID to help carry out its policies and programs.

This readiness and flexibility to meet changing needs have been demonstrated several times in recent years. For example, at AID's request, IESC moved quickly to establish a program in the Caribbean Basin and that program has been markedly successful.

Other examples of rapid response to AID requests are Egypt, where one of IESC's most successful country programs is underway, fully coordinated with the AID Mission in Cairo. In Lebanon, IESC sent three volunteers on short notice to help restore the telecommunications system. In the Central American countries of Costa Rica and Honduras, IESC re-opened full-time offices in response to AID's concerns in that region.

IESC is ready and capable of assisting AID to carry out the U.S. foreign assistance program upon request.

### C. Implementation

The funds provided under this Grant shall be utilized without restriction by the Grantee for allowable costs of the activities described above as follows:

1. To the maximum extent feasible IESC will gear its program to assist local private enterprise supply basic goods and services to the local population at a competitive market price.
2. IESC will continue its program to reduce costs through more effective operations. IESC will continually review its overhead costs for the purpose of maintaining costs at an absolute minimum while providing adequate guidance and support to operations in the field.
3. IESC's success in improving generation of funds from clients and other sources has been instrumental in the success and expansion of the program. IESC will continue emphasis on increasing the sources of funds beyond the PRE/AID grant and will launch a program to this end in cooperation with the PRE Project Officer where appropriate.
4. The program will target funds (revenues) from other non-AID sources equal to the PRE/AID Grant. Funds recovered from private clients will be based on their ability to pay and, for accounting purposes, will, in the aggregate, be attributed to (1) the U.S. Administrative Costs and (2) the remainder attributed to project assistance and in-country costs. The aggregate revenues from private clients will exceed the cost of the U.S. administration on a year-to-year basis.

### D. Reporting

1. IESC will report progress to AID/W by submitting quarterly the completed project summaries, plus all other information which will be deemed appropriate to indicate progress toward IESC's goals, such as: monthly status of projects; Directory of Field Offices and Representation; amendments to the Policy and Procedures Manual, etc.
2. At the end of each calendar year, IESC will submit a fiscal report in sufficient detail to provide a reasonable public accounting of all financial transactions both revenues and expenses.

3. The evaluation schedule will be as follows:
  - a. Informal status analysis to be performed by PRE Project Officer as regular monitoring practice with frequency as determined by mutual agreement between PRE and IESC.
  - b. A non-intensive (meaning a regular PES) evaluation by an AID/W team prior to the end of each funding year.
  - c. An intensive evaluation will be performed by outside consultants at the end of the Grant for input into the decisions related to continuing the program.

E. Special Provision

1. Spouse travel is authorized under this Grant in accordance with Standard Provision No. 13 entitled "International Travel and Allowances" which refers to the Grantee's approved policy and practice.

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

3. Contract/Agreement Number: AID/SOD/PDC-G-0206 <u>A#9</u>		<i>Recd. for Valis 2/10/83</i>												
4. Contractor/Recipient Name: International Executive Service Corps			5. Organization Symbol: IESC											
6. Project Title: <i>International Executive Service Corps</i>														
7. Project Officer's Name: Roger Moeller			8. Organization Symbol: PRE/PPR											
9. Requisitioning Document ID No: 940-0004-343-0815		19. Budget Plan Code: PDAA-83-13480-DG-11 App. 72-1131021,6, A11. 346-099-00-69-31												
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		<div style="border: 1px solid black; padding: 2px; display: inline-block;">B</div>												
11. Amount of this PIO/T: U.S. \$ <u>2,000,000 (inc.)</u>		20. Country or Region of Performance: <u>34</u> <i>Worldwide</i>												
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <u>2,000,000</u>		21. Total Estimated Cost of the Contractual Document: U.S. \$ <u>25,050,000</u>												
13. Cumulative Obligation: U.S. \$ <u>20,950,000</u>		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <u>0-</u>												
14. This Action Funded Through: <u>12/31/83</u>		23. Effective Date of this Action: <u>01/01/83</u>												
15. Date Contractual Documents Signed by AID Official: <u>02/07/83</u>		24. Estimated Completion/Expiration Date: <u>12/31/83</u>												
16. Incrementally Funded Contract: <u>Yes</u>		25. Contractor DUNS Number: <table border="1" style="width:100%; height: 20px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>												
17. Host Country/Counterpart Inst. (Univ. Contracts): <u>N/A</u>		26. Consultant Type Award: <u>NO</u>												
18. Campus Coordinator (Univ. Contracts): <u>N/A</u>		27. Number of Person Months (PASA/RSSA only): <u>N/A</u>												
29. Negotiator's Typed Name: <u>FIARLESS</u>		30. Negotiator's Signature: <i>A. Harless</i>		31. Date Signed: <u>02/07/83</u>										
32. Contract/Grant Officer's Organization Symbol: SOD/PDC		33. Contract/Grant Officer's Signature: <i>A. Harless</i>		34. Date Signed: <u>12/28/82</u>										

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

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <u>STAT Section</u> <input type="checkbox"/> B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) <u>FEB 14 1983</u> <u>ENTERED</u> C. IQC & Requirements Contracts D. Other		37. SUBJECT TO STATUTORY REQUIREMENT: <input type="checkbox"/> 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	
36. ADVANCE: <input type="checkbox"/> A. No Advance B. Advance Non-FRLC C. Advance FRLC		38. Country of Manufacture: _____ (Specify)	

75

**ACTION COPY**

**UNCLASSIFIED**  
*Department of State*

**INCOMING TELEGRAM**

PAGE 01 AMMAN 05044 021430Z 9198 063023 AID5134  
ACTION AID-00

ACTION OFFICE NEPD-04  
INFO NETC-04 GC-01 GCFL-01 GCNE-01 FM-02 CMGT-02 CTR-02  
NEME-03 RELO-01 MAST-01 /022 A2. O3.

INFO OCT-00 COPY-01 INR-10 EB-08 NEA-07 /061 W  
-----370173 030144Z /73

R 021428Z JUN 83  
FM AMEMBASSY AMMAN  
TO SECSTATE WASHDC 4077

UNCLAS AMMAN 05044

AIDAC

FOR NE/PD, PASS TO FREUNDLICH/HENRIKSON, NE/PD/MENA

E. O. 12356; N/A  
SUBJECT: TECHNICAL ASSISTANCE FOR JORDAN MINISTRY OF  
PUBLIC WORKS, TSFS-II, GRANT NO. 278-0224

REF: (A) AMMAN 859 (B) 2-WAY MEMO AHMAD/HABRON OF  
1-31-83 (C) AMMAN 1723 (D) 2-WAY MEMO KARIAN/HENRIKSON  
OF 4-5-83 (E) AMMAN 3667 (F) STATE 117349

1. MISSION HAS APPROVED REQUEST FROM NPC FOR TECHNICAL ASSISTANCE TO MPW AS DESCRIBED IN REFTEL (A).
2. NPC HAS REQUESTED SERVICES OF RICHARD S. J. AND JOHN T. B. TO BE SUPPLIED THROUGH I. E. S. C. SCOPES OF WORK FOR THE SERVICES WERE FORWARDED TO NE/PD BY 2-WAY MEMO, DATED JANUARY 31, 1983, REF (B).
3. MISSION HAS ASSIGNED PIO/T NO. 278.0224-3-00203 TO COVER CONTRACT/AGREEMENT FOR REQUESTED T. A. FROM I. E. S. C. AND HAS EARMARKED DOLLARS 32,000 FOR THIS PURPOSE. FUNDING CITE IS AS FOLLOWS:  
APPROP 72-11MI037 BPC NESA-80-23278-KG18.
4. PLEASE PREPARE PIO/T USING ABOVE NUMBER AND NEGOTIATE CONTRACT/AGREEMENT WITH I. E. S. C. TO PROVIDE REQUESTED SERVICES.
5. CONSULTANTS, RICHARD S. J. AND JOHN T. B., SHOULD PLAN TO ARRIVE IN AMMAN ON/ABOUT JULY 20, 1983 AFTER RAMADAN (MOSLEM HOLIDAY).
6. ALL LOGISTICAL SUPPORT FOR CONSULTANTS WILL BE SUPPLIED BY MPW.
7. REFTEL (A) MISTAKENLY IDENTIFIED REQUESTED T. A. AS TSFS III. THIS T. A. WILL BE FUNDED UNDER TSFS II. PIL NUMBER 48 ISSUED ALLOCATING DOLLARS 32,000 TO COVER PIO/T COSTS. COPIES BEING POUCHED TO AID/W.

*632 9124*

EMS YOU MAY  
TRACT/  
CONSULTANTS.

*3:30 pm*

JUN RECD

UNCLASSIFIED

*HENRIKSON  
S. Freundlich*

*6/13  
6-83*

*76*

RECEIVED  
6-6-83

NE/MENA

File RM  
Jordan  
MPW

International  
Executive  
Service Corps

622 Third Avenue, New York, N.Y. 10017 (212) 490-6800 Cable: EXECORPS

March 24, 1983

Mr. Ron Henrikson  
NE/PD/ENGR, Room 4440 NS  
Agency for International Development  
Washington, DC 20523

Dear Mr. Henrikson:

Attached please find the resumes of candidates for the Ministry of Public Works, Jordan.

As we discussed on the telephone, these individuals have not been approached with regard to their availability or interest regarding the two opportunities in Jordan. The purpose of this exercise is to have you select the candidate you consider best qualified for each requirement, indicating your second and third choices, if appropriate, whereupon we shall try to recruit according to your indications - subject to your final confirmation. If none of the submitted candidates is available, we shall recruit equivalents - again, subject to your final acceptance.

I attach also two copies of our standard agreement form - one for each of the requested volunteer advisors. They should be filled out and signed by whomever will be the "client" in this case; it might be the Ministry of Public Works, or USAID/Amman, depending upon your preference.

The specifications, or "scopes of work" for each advisor which you forwarded to me, can be attached to page 3 to avoid retyping the texts. Pages 1 and 2 are self-explanatory.

Page 4, which stipulates the amount to be paid to IESC, deserves some explanation. You will note that I have entered the amount of \$15,050 (or its equivalent in local currency) for the first month, and \$3,550 for the second month. These amounts are calculated as follows:

First month:

Search, selection, health checks, insurance, etc. . . . .	\$ 8,500
Door-to-door transportation, round trip, bus. class . . . . .	3,000
Estimated per diem needs x 30 . . . . .	2,700
Local project support and administration . . . . .	<u>850</u>
	\$15,050

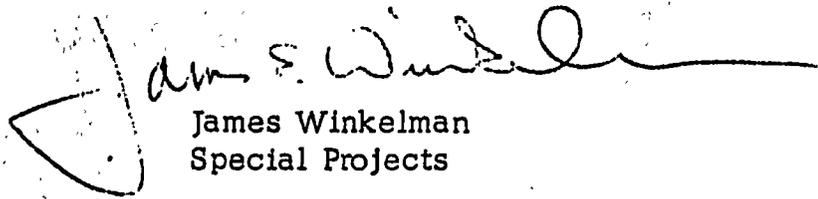
Second month (to be prorated on daily basis):

Per diems, same as above . . . . .	\$ 2,700
Local support, same as above . . . . .	<u>850</u>
	\$ 3,550

The above costs are actual costs anticipated to be paid out by IESC, and do not contain salaries or fees of any kind to be paid to the experts eventually recruited.

I look forward to hearing from you soon.

Sincerely yours,



James Winkelman  
Special Projects

1. Title: Technical Assistance for the Ministry of Public Works -  
Materials Testing

Short-term specialized technical assistance to conduct a study, defining a course of action that will enable the Government of Jordan, Ministry of Public Works (MPW) to reorganize and develop a modern applied research and materials testing center, initially by upgrading the existing MPW materials testing laboratory.

2. Purpose:

The MPW operates a materials testing laboratory. It desires to review the responsibilities and duties of the laboratory and to ultimately upgrade it (both equipment and qualification of personnel) so that it can effectively carry its responsibilities.

3. Background Information:

The MPW is responsible for design, construction, supervision and maintenance of all highways and rural roads in Jordan. To effectively execute this responsibility, MPW recognizes that it is essential to maintain a technically advanced applied research and testing center (laboratory) capable of conducting research studies and quality control tests pertaining to road construction materials. This center, when fully upgraded, would assist the MPW by solving various problems encountered in the field of highway construction. It should be adequately staffed and equipped to carry out research studies pertaining to local construction materials, to conduct quality control tests and to assist the MPW in adapting advanced technology techniques to local conditions, particularly in the fields of asphalt mixes, concrete mixes, soils and other materials related to highway construction.

The existing MPW laboratory was established about 25 years ago during a period of extensive high priority highway construction. During the ensuing years new highway construction has declined and testing requirements, hence capability, has declined accordingly. During the current five year plan, the pace of highway construction has increased considerably. Today the laboratory lacks adequate experienced management, technical expertise and requisite testing equipment.

Therefore, the MPW wishes to obtain the services of a specialized consultant to study and analyze the existing materials laboratory, including testing equipment, management procedures and technical staff. Based on his findings, he would recommend to the Minister of Public Works an adequate plan and schedule to upgrade the laboratory to the required level.

Scope of Work:

The consultant shall under the direct guidance and in cooperation with the Minister of Public Works specifically carry out, but not be limited to,

the following duties, to assist the MPW to achieve the purpose stated above:

1. Meet with the Minister of Public Works for briefing and direction.
2. Conduct field visits to road construction sites and acquaint himself with the types of materials used and methods of construction.
3. Evaluate the current organizational set-up of the existing materials laboratory, including its functional duties, operational methods and the technical and administrative qualifications of available personnel. Based on this evaluation, prepare a revised draft organizational plan that when operational will be capable of achieving the levels required to meet all recommended functions, i.e., those responsibilities appropriate for the MPW laboratory. The recommendations should include a statement of personnel qualifications and a description of all jobs to be incorporated in the re-organization plan.
4. Present the draft report, recommending appropriate functional objectives and responsibilities and the revised organizational plan for the testing laboratory to the Minister of Public Works for his review.
5. Review those testing activities currently carried out in the existing MPW laboratory.
6. Inventory available MPW testing equipment and identify equipment particularly suited for testing those soils, aggregates, concrete, asphalt concrete and asphalt mixes used in highway construction.
7. Separately list testing equipment that is obsolete and should be discarded and that which should be retained.
8. Prepare a list, in sufficient detail to allow preparation of purchase orders, for all spare parts and service required to render equipment to be retained serviceable for a period of 2 to 4 years.
9. Meet with the Minister of Public Works regarding recommendations made in 4 above and reach agreement on functional duties, responsibilities and the organizational plan.
10. After receiving approval from the Minister of Public Works of the previously prepared draft report on functional duties, responsibilities and organizational plan, recommend and list additional testing equipment required and prepare specifications and cost estimates for this equipment suitable for tendering.
11. Visit local training institutions and evaluate the level of laboratory technician training available. Recommend any required curriculum changes that might benefit MPW personnel or trainees.
12. Recommend a plan and schedule for training MPW personnel, both locally

and outside the country. The plan should include the type of training required academic, practical (on-the-job) or both; the number of trainees and suggested training institutions. Emphasis should be on local training, excluding where appropriate those highly specialized engineers and others who will be involved in applied research and top management. The plan should incorporate recommended improvements to laboratory equipment and apparatus and should result in a program designed to provide a staff capable of using this equipment, analysing results and making decisions. Scheduling or timing is very important. Trained personnel should become available in a timely manner, closely coordinated with the anticipated transition to a fully functional laboratory and in sufficient numbers to accomodate an orderly planned increase in work load.

13. If expatriate expertise is recommended to assist the MPW in achieving the purpose stated above, a scope of work and an estimate of the time required to accomplish the recommended task should be provided.
14. Prior to departure from Jordan, present a draft report to the Minister of Public Works outlining the result of the study.
15. Within 30 days after receipt of comments from the Minister of Public Works, prepare and submit a final report outlining required action and recommendation to the MPW for achieving the purpose stated above.

Logistical Support:

During his work in Jordan, the MPW will provide the consultant with logistical support, including secreterial services.

Specialist Required:

A recognized specialist in the field of materials testing and applied research related to highway construction is required to work with the MPW.

Duration:

3 to 5 weeks.

1. Title: Technical Assistance to the Ministry of Public Works - Road Maintenance

Short-term specialized technical assistance to conduct a study and define a program that will allow the Government of Jordan, Ministry of Public Works (MPW) to upgrade its Road Maintenance Department to international standard.

2. Purpose:

The MPW desire to upgrade its capability to effectively and efficiently maintain Jordan's highways and rural roads in compliance with international standards.

3. Background Information:

The Ministry of Public Works (MPW) is responsible for design, construction, supervision and maintenance of all highways and rural roads in Jordan. The maintenance of this large network of highways and rural roads cost the Government of Jordan an appreciable amount of its annual budget. To effectively maintain this network of roads in a cost effective manner, the MPW intends to upgrade its Road Maintenance Department to a recognized level of international standard. The existing maintenance department is relatively ineffective and unorganized. It lacks efficient management, trained technical staff and proper knowledge of maintenance. Accordingly, its services are minimal and inadequate to meet the required work load. Therefore, the MPW wishes to obtain the services of a specialized consultant to perform a study of the Road Maintenance Department, centering upon available managerial and technical staff, methods of maintenance, equipment and material needs related to maintenance and to prepare a comprehensive evaluation report. Based on his findings, the consultant will recommend to the Minister of Public Works an overall plan and schedule in sufficient detail to permit upgrading the Road Maintenance Department to the required level.

Scope of Work:

The consultant shall, under the direct guidance and in cooperation with the Minister of Public Works, specifically carry out, but not be limited to, the following duties, to assist the MPW to achieve the purposes stated above:

1. Meet with the Minister of Public Works for briefing and direction.
2. Make field visits to various highway maintenance units throughout the country and acquaint himself with the types of maintenance being carried out.
3. Evaluate current maintenance department staff levels both technical and managerial and prepare a comprehensive organizational plan, with due regard to required levels of trained personnel.
4. Prepare a plan for training of maintenance personnel, both locally and, if required, outside the country. The plan should include recommendations as to the type of training required, academic, on-the-job or both; the number of trainees and suggested institutions where training might be conducted.
5. Visit local training institutions and evaluate the level of technician training available. Recommend any required curriculum changes that might

- benefit MPW personnel or trainees.
6. cursorily examine road maintenance equipment currently in use and recommend optimum equipment levels. If required, recommend additional consultancy services, including a scope of work, to perform an inventory of all equipment; a list of obsolete equipment to be disposed of; a list of repairable equipment and required spare parts, in sufficient detail to prepare purchase orders; and a list of required additional equipment, including specifications adequate to prepare tender documents.
  7. Examine the present Highway Maintenance Manual for adequacy. If revisions requiring additional consultancy services are recommended, include a scope of work for these services.
  8. Prior to departure from Jordan, prepare and submit a draft report to the Minister of Public Works, outlining conclusions and recommendations.
  9. Within 30 days after departure from Jordan, submit a final report to the Minister of Public Works, outlining required actions and recommendations to the MPW for achieving the purposes stated above.
  10. If expatriate expertise is required, this should be included in the recommendations. Any such recommendation should include a scope of work and an estimate of the time required to accomplish the recommended task.

Logistical Support:

During his work in Jordan, the MPW will provide the consultant with logistical support, including secretarial services.

Specialist Required:

A recognized specialist in the field of road maintenance is required to work with the Ministry of Public Works.

Duration:

3 to 5 weeks.

**Worksheet**

AID 1350-1X (1-78)  PIO/T	DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT  PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1. Cooperating Country Jordan	Page 1 of 3 Pages
		2. PIO/T No. 278-0224-3-00203	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title Technical Assistance to Jordan Ministry of Public Works TSFS-II Grant No. 278-0224	
		5. Appropriation Symbol 72-11M1037	

<b>DISTRIBUTION</b>	6. Allotment Symbol and Charge BPC NESA-80-23278-KG18	
	7. Obligation Status <input type="checkbox"/> Administrative Reservation <input checked="" type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) September 30, 1983
	9. Authorized Agent AID: SER/CM	10. This PIO/T is in full conformance with PRO/AG _____ Date _____
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	
	11b. Contract/Grant/PASA/RSSA Reference Number (If this is an Amendment) AID/SOD/PDC-G-0206	

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. \_\_\_\_\_)

		(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		Maximum AID Financing	A. Dollars	32,000	→
	B. U.S.-Owned Local Currency				

13. Mission References  
 Amman 5044

14a. Instructions to Authorized Agent

Amend grant AID/SOD/PDC-G-0206 to IESC by increasing funding by \$32,000 to carry out the attached scope of work in accordance with the Grant Program Description and Budget.

14b. Address of Voucher Paying Office

USAID/Jordan

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate <i>R. Henrikson</i> NE/PD/ENGR, R. Henrikson	Phone No. 632-8262 Date 6-30-83	B. The statement of work lies within the purview of the initiating and approved agency programs <i>J. Habron</i> NE/PD/ENGR, J. Habron	Date 30 June '83
C. <i>R. Brown</i> NE/ME/JS, R. Brown	Date 6/30/83	D. Funds for the services requested are available Amman 5044	
E. <i>R. Moeller</i> PRE/PPR, R. Moeller	Date		

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

17. For the Agency for International Development

Signature *Selig A. Taubenblatt* Date *6/20/83*

Title Selig A. Taubenblatt  
 Director, NE/PD

AID 1350-1 X (1-78)	1. Cooperating Country Jordan	2. PIO/T No. 278-0224-3-00203	Page 2 of 3 Pages
PIO/T	4. Project/Activity No. and Title TSFS-II, Grant No. 278-0224 Technical Assistance to MPW		

## SCOPE OF WORK

18. THE SCOPE OF TECHNICAL SERVICES REQUIRED FOR THIS PROJECT ARE DESCRIBED IN ATTACHMENT NUMBER A HERETO ENTITLED "STATEMENT OF WORK".

## 19. SPECIAL PROVISIONS

- A.  LANGUAGE REQUIREMENTS (SPECIFY) None  
(IF MARKED, TESTING MUST BE ACCOMPLISHED BY AID TO ASSURE DESIRED LEVEL OF PROFICIENCY)
- B.  ACCESS TO CLASSIFIED INFORMATION  WILL  WILL NOT BE REQUIRED BY TECHNICIAN(S).
- C.  DUTY POST(S) AND DURATION OF TECHNICIANS' SERVICES AT POST(S) ~~SIX MONTHS~~ 3-5 weeks, Amman
- D.  DEPENDENTS  WILL  WILL NOT BE PERMITTED TO ACCOMPANY TECHNICIAN.
- E.  WAIVER(S) HAVE BEEN APPROVED TO ALLOW THE PURCHASE OF THE FOLLOWING ITEM(S) (COPY OF APPROVED WAIVER IS ATTACHED)
- F.  COOPERATING COUNTRY ACCEPTANCE OF THIS PROJECT (APPLICABLE TO AID/W PROJECTS ONLY)  
 HAS BEEN OBTAINED  HAS NOT BEEN OBTAINED  
 IS NOT APPLICABLE TO SERVICES REQUIRED BY PIO/T
- G.  OTHER (SPECIFY)

## 20. BACKGROUND INFORMATION (ADDITIONAL INFORMATION USEFUL TO AUTHORIZED AGENT)

## 21. SUMMARY OF ATTACHMENTS ACCOMPANY THE PIO/T (INDICATE ATTACHMENT NUMBER IN BLANK)

- \_\_\_\_\_ DETAILED BUDGET IN SUPPORT OF INCREASED FUNDING (BLOCK 12)
- \_\_\_\_\_ EVALUATION CRITERIA FOR COMPETITIVE PROCUREMENT (BLOCK 14)
- \_\_\_\_\_ JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT (BLOCK 14)
- \_\_\_\_\_ STATEMENT OF WORK (BLOCK 18)
- \_\_\_\_\_ WAIVER(S) (BLOCK 19) (SPECIFY NUMBER)

AID 1350-1 (10-79)	1. Cooperating Country Jordan	2. PIO/T No. 278-0224-3-00203	Page 3 of 3 Pages
	4. Project/Activity No. and Title TSFS-II, Grant No. 278-0224 Technical Assistance to MPW		

22. Relationship of Contractor or Participating Agency to Cooperating Country and to AID

A. Relationships and Responsibilities

The two IESC Engineers will report to and work directly for the Minister of Public Works.

B. Cooperating Country Liaison Official

Minister of Public Works

C. AID Liaison Officials

AID/W: Ron Henrikson, NE/PD/ENGR  
JORDAN: Al Karian, USAID/Jordan

LOGISTIC SUPPORT

23. Provisions for Logistic Support

A. Specific Items (Insert "X" in applicable column as right. If entry needs qualification, insert asterisk and explain below in C. "Comments")	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER
	AID	COOPERATING COUNTRY	AID	COOPERATING COUNTRY	
(1) Office Space				X	
(2) Office Equipment				X	
(3) Housing and Utilities					X
(4) Furniture					
(5) Household Equipment (Stoves, Refrig., etc.)					
(6) Transportation in Cooperating Country				X	
(7) Transportation To and From Country					X
(8) Interpreter Services, Secretarial				X	
(9) Medical Facilities					X
(10) Vehicles (official)				X	
(11) Travel Arrangements/Tickets					X
(OTHER SPECIFY)					
(12)					
(13)					
(14)					
(15)					

B. Additional Facilities Available From Other Sources

APO/FPO

PX

COMMISSARY

OTHER (Specify, e.g., duty free entry, tax exemption)

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

ORIGINAL

FEB 07 1983

Mr. Theodore M. Luberoff  
INTERNATIONAL EXECUTIVE SERVICE CORPS  
622 Third Avenue  
New York, New York 10017

Subject: General Support Grant No.  
AID/SOD/PDC-G-0206  
Amendment No. 9

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$2,000,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant". The total cumulative obligation under this Grant is now "\$20,950,000.

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1983 through December 31, 1983. The carryover of \$200,000 from the previous funding period is authorized for expenditure during this period.

This Grant amendment is made to IESC on condition that the funds will continue to be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", which have been agreed to by your organization.

ORIGINAL

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

Please sign the original and eight copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Return the original and seven copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Edward H. Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORPS

BY: *Theodore M. Lubersoff*

TYPED NAME: THEODORE M LUBERSOFF

TITLE: Vice-President - Financial

DATE: March 3, 1983

Fiscal Data

Appropriation	72-1131021.6
Budget Plan Code	PDAA 83-13480-DG-11
	346-34-099-00-69-31
PIO/T	3430815
Project	940-0004
Amount Obligated	\$2,000,000
Cumulative Obligation	\$20,950,000

FUNDS AVAILABLE

*Williamson*  
FEB 10 1983

*0/4190*  
Project Division  
OFFICE OF CONTRACT MANAGEMENT

AID 1350-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country Worldwide	Page 1 of 1 Pages
		2. PIO/T No. 343-0815	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
PIO/T	PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	4. Project/Activity No. and Title 940-0004 (IESC) International Executive Service Corps	

DISTRIBUTION	5. Appropriation Symbol 72-1131021.6	6. Allotment Symbol and Charge PDA 83-13480-DG-1134	346-099-00-69-31
--------------	---	--	------------------

7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr) 12-31-83
---	---

9. Authorized Agent AID/W	10. This PIO/T is in full conformance with PRO/AG NA Date _____
------------------------------	--

11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) AID/SOD/PDC-G-0206
---	--

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. \_\_\_\_\_)

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		0	2,000,000	--	2,000,000
B. U.S.-Owned Local Currency					

13. Mission References	14a. Instructions to Authorized Agent CM/SOD is authorized to extend end-of-grant date to December 31, 1983 and to increase funding for grant AID/SOD/PDC-G-0206, to IESC by \$2,000,000. The added funding plus a funding carryover from CY 1982 of about \$200,000 are to be applied to the estimated budget for CY 1983 attached.
---------------------------	---

14b. Address of Voucher Paying Office M/FM/PAD, Agency for International Development Rm. 621, SA-12, Washington, DC 20523
---

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

The project officer certifies that the specifications in the statement of work are technically adequate Roger D. Moeller, PRE/PPR	Phone No. 632-3098 Date 12/22/82	B. The statement of work lies within the purview of the initiating and approved agency programs Edgar C. Harrell, PRE	Date 12/22/82
--	---	--	------------------

C. <i>Norma Jean Freeland</i> Norma Jean Freeland, PRE	Date 12-23-82	D. Funds for the services requested are available FUNDS RESERVED BY <i>Edgar C. Harrell</i> POSTED 12/29/82
---	------------------	--

E.	Date
----	------

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to Signature _____ Date _____ Title _____	17. For the Agency for International Development Signature <i>Edgar C. Harrell</i> Date 12/22/82 Title DAA/PRE, Edgar C. Harrell
--	--

Pipeline Analysis  
AID Funding of  
IESC Grant AID/SOD/PDC-G-0206

Obligations to date of current grant	18,950,000
Expenditures estimated thru 12/31/82	18,750,000
Funds available as of 1/1/83	200,000
Budget for CY 1983 (AID share only)	6,500,000
Carryover from CY 1982	200,000
Amount funded by this authorization	2,000,000
Balance to be funded at later date subject to availability	4,300,000

12-22-82  
RDM

## INTERNATIONAL EXECUTIVE SERVICE CORPS

## 1983 CALENDAR YEAR ESTIMATED BUDGET

EXPENSESPROJECT EXPENSESVOLUNTEER EXECUTIVES

Transportation	\$1,555,400	
----------------	-------------	--

Subsistence	3,249,600	
-------------	-----------	--

Recruitment	790,100	
-------------	---------	--

Other	<u>155,300</u>	
-------	----------------	--

5,750,400

COUNTRY DIRECTORS

Salaries	501,000	
----------	---------	--

Other (Travel, Subsistence for Volunteer Country Directors, Employee Insurance and Taxes, Local Employees' Salaries, and Other Office Expenses) -	<u>3,024,100</u>	
---	------------------	--

3,525,100

9,275,500

TOTAL PROJECT EXPENSESNEW YORK OFFICE ADMINISTRATIVE EXPENSES

3,093,500

TOTAL EXPENSES12,369,000REVENUES

## Private

Receipts from Projects	5,251,800	
------------------------	-----------	--

Other	610,000	
-------	---------	--

Projected U.S. Government Support (Subject to the availability of funds)		
---	--	--

Egypt and Portugal	200,000	
--------------------	---------	--

Washington - 1982 Grant Carried Forward	200,000	
---	---------	--

- 1983 Grant	<u>6,100,000</u>	
--------------	------------------	--

6,500,000

\$12,361,800TOTAL REVENUESNUMBER OF PROJECTS

470

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

December 22, 1982

ACTION MEMORANDUM FOR THE ASSISTANT ADMINISTRATOR, BUREAU FOR  
PRIVATE ENTERPRISE

THRU: DAA/PRE, Edgar C. Harrell

FROM: PRE/PPR, Roger D. Moeller

Problem: The Grant to the International Executive Service Corps (Project 940-0004) requires extending for one year with partial funding of \$2,000,000.

Discussion: A thorough review of the performance of the International Executive Service Corps under the Agency's Grant, AID/SOD/PDC-G-0206, has been completed. As a result of this review a number of discussions have been held with the management of the International Executive Service Corps (IESC) for the purpose of clarifying their operational data and exchanging views on the program interests of the Bureau for Private Enterprise (PRE).

The program interests of PRE, representing the Agency as a whole, can be summarized as follows:

1. Increased emphasis on assistance to agribusinesses and smaller enterprises.
2. Continued emphasis on assistance to private enterprises as distinguished from governmental entities or parastatal corporations.
3. All non-AID countries to be on full cost recovery from funds other than PRE Grant. For example, if the Bureau for Latin America and the Caribbean wishes to provide IESC assistance to Mexico, then Bureau plus client funds would be used to offset the full cost of the assistance.
4. Continue the build-up in Africa.
5. Continue program expansion in the Caribbean Basin.

6. Place a priority on assistance to PRE target countries.
7. Increase life of grant to three years.
8. Reduce overhead costs and broaden the funding base for the IESC program.

The exact details of how to implement these interests will take time and many discussions to clarify. It is predicted that it will take until April or May 1983 to reach the understanding within the Agency and between IESC and the Agency required to incorporate these interests in the IESC grant.

Recommendation: That you approve the extension of the IESC Grant to a new end-of-grant date of December 31, 1983; approve the carryover of about \$200,000 from funds allocated to IESC's CY 1982 budget to their CY 1983 budget; and the addition of \$2,000,000 to the grant to partially fund the CY 1983 budget. Implementing this recommendation does not require Congressional Notification

Approved: \_\_\_\_\_

*Elisabeth W. de Pout*

Disapproved: \_\_\_\_\_

Date: \_\_\_\_\_

*12/23/82*



ORIGINAL

SEP 21 1982

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

SEP - 2 1982

Mr. Theodore M. Luberoff  
International Executive Service Corps  
622 Third Avenue  
New York, New York 10017

Subject: General Support Grant  
No. AID/SOD/PDC-G-0206  
Amendment No. 8

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$300,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant". The total cumulative obligation under this Grant is now \$18,950,000.

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period September 1, 1982 through December 31, 1982.

This Grant amendment is made to IESC on condition that the funds will continue to be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", which have been agreed to by your organization.

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

Please sign the original and seven copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Return the original and six copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Edward H. Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORPS

BY *Theodore M. Luberoff*

TYPED NAME THEODORE M. LUBEROFF

TITLE *Vice President Finance*

DATE *September 16, 1982*

Fiscal Data

Appropriation	72-1121021.6
BUDGET PLAN CODE	PDAA82 13430 DG11 (246-34-099-00-69-21)
PIO/T	940-0004-3427008 A-3
Project	940-0004
Amendment amount	\$300,000

FUNDS AVAILABLE  
*Plattin*  
 08  
 P/C 4190  
 Proc. Division  
 OFFICE OF CONTRACT MANAGEMENT

AID 1350-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country WORLDWIDE	Page 1 of 1 Pages
		2. PIO/T No. 940-0004 342-7008	3. <input type="checkbox"/> Original or Amendment No. <u>3</u>
		4. Project/Activity No. and Title 940-0004 International Executive Service Corps.	
		5. Appropriation Symbol 72-1121021.6	

DISTRIBUTION	6. Allotment Symbol and Charge PDAA-82-13430-DG11 (246-34-099-00-69-21)
--------------	--

7. Obligation Status <input type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) 12/31/82
--	--

9. Authorized Agent SER/CM/SOD	10. This PIO/T is in full conformance with PRO/AG Date <u>N/A</u>
-----------------------------------	--

11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) AID/SOD/PDC-G-0206
---	--

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)					
Maximum AID Financing	A. Dollars	(1) Previous Total \$5,000,000	(2) Increase \$300,000	(3) Decrease -	(4) Total to Date \$5,300,000
	B. U.S.-Owned Local Currency				

13. Mission References

14a. Instructions to Authorized Agent  
CM/SOD is authorized to increase the funding for the IESC Grant, AID/SOD/PDC-G-0206, by \$300,000 to a new total of \$5,300,000 for CY 1982 activities. All other provisions of the grant remain the same.

14b. Address of Voucher Paying Office  
FM/PAD  
Room 623, SA-12, Washington, D.C. 20523

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate PRE/PI, Roger D. Moeller	Phone No. 235-8722 Date 8/36/82	B. The statement of work lies within the purview of the initiating and approved agency programs PRE/PI, Stanley Scheinman	Date
--	--	--	------

C. PRE/MGT, Normajean Freeland	Date	D. Funds for the services requested are available FUNDS RESERVED BY <i>[Signature]</i> POSTED 8/27/82 SER/FM/CSD
--------------------------------	------	--

E.	Date
----	------

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to	17. For the Agency for International Development
Signature _____ Date _____	Signature <i>[Signature]</i> Date _____ Christian R. Holmes Deputy Assistant Administrator, PRE
Title _____	Title _____

International  
Executive  
Service Corps

622 Third Avenue, New York, N. Y. 10017 (212) 490-6800 Cable: EXECORPS

THEODORE M. LUBEROFF  
Vice President Finance

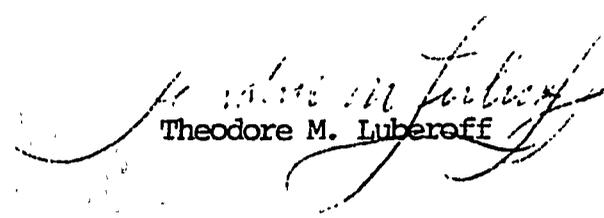
August 23, 1982

Mr. Edgar C. Harrell  
Deputy Assistant Administrator  
Bureau for Private Enterprise - Rm. 5897  
Agency for International Development  
Washington, D. C. 20523

Dear Ed:

This is to confirm our understanding that AID will make available an additional \$300,000 under its grant to International Executive Service Corps for the initiation of a program in Kenya, for expanding the program in Central America and the Caribbean, and for the addition of a Thai Agri-Business expert to the office in Bangkok.

Sincerely,

  
Theodore M. Luberoff

TML/pc

0910

4. CONTRACT/AGREEMENT DATA SHEET	PDC	1. M/SER/CM/SD/SS Action Monitor: SAL	2. Date PIO/T Received: 7 / 15 / 82
----------------------------------	-----	---	--

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

3. Contract/Agreement Number: AID/SOD/PDC-G-0206, A-7	<i>Recd. for Validation 7/16/82</i>
--	-------------------------------------

4. Contractor/Recipient Name: INTERNATIONAL EXECUTIVE SERVICE CORPS	5. Organization Symbol: IESC
--	---------------------------------

6. Project Title:	
-------------------	--

7. Project Officer's Name: John V. Gelb	8. Organization Symbol: PRE/PI
--	-----------------------------------

9. Requisitioning Document ID No: <sup>7008</sup> 940-0004-3429027 A1 <i>Please correction by Project Officer</i>	19. Budget 72-1121021.6 Plan Code: <del>EM</del> PDAA-82-13430-DG11 246-34-099-00-69-21
---	---

10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award	<input checked="" type="checkbox"/> B
---	---------------------------------------

20. Country or Region of Performance: <i>Worldwide</i>
---

11. Amount of this PIO/T: U.S. \$ 1,000,000 (Inc.)
---

21. Total Estimated Cost of the Contractual Document: U.S. \$ 18,650,000
---

12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 1,000,000
--

22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ 0-
---

13. Cumulative Obligation: U.S. \$ 18,650,000
--

23. Effective Date of this Action: 07/16/82
--

14. This Action Funded Through: 12/31/82
---

24. Estimated Completion/Expiration Date: 12/31/82
---

15. Date Contractual Documents Signed by AID Official: 07/16/82
--

25. Contractor DUNS Number:	
-----------------------------	--

16. Incrementally Funded Contract: <i>No</i>
---

26. Consultant Type Award: <i>No</i>
---

17. Host Country/Counterpart Inst.: (Univ. Contracts)
---

27. Number of Person-Months: (PASA/RSSA only)
---

18. Campus Coordinator: (Univ. Contracts)
---

28. Number of Persons: (PASA/RSSA only)
---

29. Negotiator's Typed Name: <i>D. Schult</i>
--

30. Negotiator's Signature: <i>D. Schult</i>
---

31. Date Signed: 07/16/82
------------------------------

32. Contract/Grant Officer's Organization Symbol: CM/SOD/PDC
---

33. Contract/Grant Officer's Signature: Ed. Thomas <i>EHT</i>
--

34. Date Signed: 7/16/82
-----------------------------

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

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <input type="checkbox"/> B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) <input type="checkbox"/> C. IQC & Requirements Contracts <input type="checkbox"/> D. Other <input type="checkbox"/>
--

37. SUBJECT TO STATUTORY REQUIREMENT: A. Walsh-Healey Act, Manufacturer* <input type="checkbox"/> B. Walsh-Healey Act, Regular Dealer* <input type="checkbox"/> C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers) <input type="checkbox"/> D. Davis-Bacon Act (Construction) <input type="checkbox"/> E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts) <input type="checkbox"/> * Equipment, Supplies, Materials, and Commodities
---

36. ADVANCE: A. No Advance <input type="checkbox"/> B. Advance Non-FRLC <input type="checkbox"/> C. Advance FRLC <input type="checkbox"/>
--

38. Country of Manufacture: (Specify)
---------------------------------------

ORIGINAL

AUG 12 1982

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

JUL 16 1982

Mr. Theodore M. Luberoff  
International Executive Service Corps  
622 Third Avenue  
New York, New York 10017

Subject: General Support Grant  
No. AID/SOD/PDC-G-0206  
Amendment No. 7

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$1,000,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant". The total cumulative obligation under this Grant is now \$18,650,000.

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1982 through December 31, 1982.

This Grant amendment is made to IESC on condition that the funds will continue to be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", which have been agreed to by your organization.

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

Please sign the original and seven copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Return the original and six copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Edward H. Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORPS

BY:

TYPED NAME:

TITLE:

DATE:

*Theodore M. Luberoff*  
THEODORE M. LUBEROFF  
VICE PRES. - FINANCE  
AUGUST 3, 1982

Fiscal Data

Appropriation 72-1121021.6  
Budget Plan Code PDAA-82-13430-DG11  
(246-34-099-00-69-21)  
PIO/T 940-0004-342.7008 A-1  
Project 940-0004  
Amendment amount \$1,000,000

FUNDS AVAILABLE

*Robert*  
JUL 27 1982

*OC 4190*  
Program Acctg. Division  
OFFICE OF FINANCIAL MANAGEMENT

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor SAL

SER/CM/SD/SUP Action Office PDC

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.

1/18/82

Contractor/Grantee Name

INTERNATIONAL EXECUTIVE SERVICE CORPS

Table with 4 columns: PIO/T Number (932-0001-3427008), Appropriation Number (72-1121021.6), Allotment Number (PDAA-82-13430-DG11), Project Number (932-0001)

Project Title

Table with 3 columns: Amount of this PIO/T (\$4,000,000), Project Manager's Name and Office Symbol (PRE, John V. Gelb), Contractor's D-U-N-S Number

Table with 3 columns: Negotiator's Typed Name (D. Schultz), Signature (Dorothy E. Schultz), Date (1/19/82)

Table with 3 columns: Contract/Grant Officer's Typed Name (Ed. Thomas), Signature (EHT), Date (19 Jan 82)

PART IB.

Table with 5 columns: Contract/Grant Number (AID/SOD/PDC-G-0206), Type Order, Order Number, Amendment/Modification Number (6), Date PIO/T Received by CM/SD/SUP or Mission Contract Office (1/18/82)

PART II.

Table with 4 columns: Effective Date of Document (1/19/82), Signature Date of Document (1/19/82), Estimated Completion Date (12/31/82), Contract/Grant funded through (date) (12/31/82)

Table with 4 columns: Host Country Institution (University contract ONLY), Campus Coordinator (University contract ONLY), Amount Obligated/Deobligated/Subobligated by this Action (4,000,000), Cumulative Obligation thru this Action (17,650,000)

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.

Rec'd. for Validation 1/19/82

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. 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))

STAT SECTION
JAN 23 1982

- 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

102

ORIGINAL

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

JAN 28 1982

JAN 19 1982

Mr. Theodore M. Luberoff  
INTERNATIONAL EXECUTIVE SERVICE CORPS  
622 Third Avenue  
New York, NY 10017

SUBJECT: General Support Grant  
No. AID/SOD/PDC-G-0206  
Amendment No. 6

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$4,000,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant". The total cumulative obligation under this Grant is now \$17,650,000.

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1982 through December 31, 1982.

This Grant amendment is made to IESC on condition that the funds will continue to be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", all of which have been agreed to by your organization.

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

Please sign the Assurance of Compliance enclosed herein and the original and seven copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the Assurance of Compliance and the original and six copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Edward H. Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORPS

BY: *Theodore M. Luberoft*

TYPED NAME: THEODORE M. LUBEROFT

TITLE: VICE-PRES. FINANCE

DATE: JAN. 27, 1983

Fiscal Data

Appropriation No.: 72-1121021.6  
Allotment No.: 246-34-099-00-69-21  
PDAA-82-13430-DG 11  
PIO/T No.: 932-0001-3427008  
Project No.: 932-0001  
Amendment Amount: \$4,000,000

FUNDS AVAILABLE

*Robinson*  
JAN 20 1982

*OC 4190*

Program Acctg. Division  
OFFICE OF FINANCIAL MANAGEMENT

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

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

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

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.**

**9/16/81**

Contractor/Grantee Name

**INTERNATIONAL EXECUTIVE SERVICE CORPS**

PIO/T Number <b>932-0001-73-3811903 A2</b>	Appropriation Number <b>72-1111021.6</b>	Allotment Number <b>146-38-099-00-76-11</b>	Project Number <b>932-0001</b>
---	---	--	-----------------------------------

Project Title

Amount of this PIO/T <b>\$200,000 (Inc.)</b>	Project Manager's Name and Office Symbol <b>FVA/PVC, Edward Glaeser</b>	Contractor's D-U-N-S Number
---	--	-----------------------------

Negotiator's Typed Name <b>D. Schult</b>	Signature <i>Dorothy C Schult</i>	Date
---	--------------------------------------	------

Contract/Grant Officer's Typed Name <b>Ed. Thomas</b>	Signature <i>EHT</i>	Date <b>17 Sep 81</b>
--	-------------------------	--------------------------

**PART IB.**

Contract/Grant Number <b>AID/SOD/PDC-G-0206</b>	Type Order	Order Number	Amendment/Modification Number <b>5</b>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office <b>9/16/81</b>
--	------------	--------------	---	---

**PART II.**

Effective Date of Document <b>9/15/81</b>	Signature Date of Document <b>9/15/81</b>	Estimated Completion Date <b>12/31/82</b>	Contract/Grant funded through (date)
--	--	--	--------------------------------------

Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <b>200,000</b>	Cumulative Obligation thru this Action <b>13,600,000</b>
---	---	--	---

**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, FPRM, 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

**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)

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

OCT 5 1981

SEP 28 1981

ORIGINAL

SEP 18 1981

Mr. Theodore M. Luberoff  
INTERNATIONAL EXECUTIVE SERVICE CORPS  
622 Third Avenue  
New York, NY 10017

SUBJECT: General Support Grant  
No. AID/SOD/PDC-G-0206  
Amendment No. 5

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$200,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant". The total cumulative obligation under this Grant is now \$13,650,000.

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1982 through December 31, 1982.

This Grant amendment is made to IESC on condition that the funds will continue to be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", all of which have been agreed to by your organization.

REPRODUCTION ON PAGE 2

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

Please sign the Statement of Assurance of Compliance enclosed herein and the original and seven copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Edward H. Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORP.

BY:

*Theodore M. Luberoff*  
TYPED NAME: THEODORE M. LUBEROFF

TITLE:

*Vice President - Finance*

DATE:

*September 30, 1981*

Fiscal Data

Appropriation No.: 72-1111021.6  
Allotment No.: 146-38-099-00-76-11  
PIO/T No.: 932-0001-73-3811903, A-3  
Project No.: 932-0001  
Grant Amount: \$200,000

*0/c 4/190*

*Williams*  
OFFICE OF

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

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

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

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.**

**8/5/81**

Contractor/Grantee Name

**INTERNATIONAL EXECUTIVE SERVICE CORPS**

PIO/T Number <b>3011903-73-932-0001 A2</b>	Appropriation Number <b>72-1111021.6</b>	Allotment Number <b>146-38-099-00-76-11</b>	Project Number <b>932-0001</b>
---	---	--	-----------------------------------

Project Title

Amount of this PIO/T <b>\$100,000 (Inc.)</b>	Project Manager's Name and Office Symbol <b>PDC/PVC, Edward A. Glaeser</b>	Contractor's D-U-N-S Number
Negotiator's Typed Name <b>D. Schult</b>	Signature <i>Dorothy C. Schult</i>	Date <b>8/7/81</b>
Contract/Grant Officer's Typed Name <b>Ed. Thomas</b>	Signature <i>EIT</i>	Date <b>6 Aug 81</b>

**PART IB.**

Contract/Grant Number <b>AID/SOD/PDC-G00206</b>	Type Order	Order Number	Amendment/Modification Number <b>4</b>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office
--	------------	--------------	---	---

**PART II.**

Effective Date of Document <b>8-7-81</b>	Signature Date of Document <b>8/7/81</b>	Estimated Completion Date <b>12/31/81</b>	Contract/Grant funded through (date) <b>12/31/81</b>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <b>100,000</b>	Cumulative Obligation thru this Action <b>1,345,000</b>

**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.

*Rec'd. for Validation 8/7/81*

**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, (POA, 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. 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

**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)

~~AUG 12 1981~~

108

AUG - 7 1981

Mr. Theodore M. Luberoff  
International Executive Service Corps  
622 Third Avenue  
New York, New York 10017

Subject: General Support Grant  
No. AID/SOD/PDC-G-0206  
Amendment No. 4

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$100,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant". The total cumulative obligation under this Grant is now \$13,450,000.

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1981 through December 31, 1981.

This Grant amendment is made to IESC on condition that the funds will continue to be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", all of which have been agreed to by your organization.

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

Please sign the Statement of Assurance of Compliance enclosed herein and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Edward H. Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORES

BY

TYPED NAME

TITLE

DATE

*Theodore M. Luberoff*  
THEODORE M. LUBEROFF

VICE-PRES. - FINANCE

AUGUST 18, 1981

Fiscal Data

Appropriation	72-1111021.6
Allotment	146-38-099-00-76-11
PIO/T	932-0001-73-3811903, A-2
Project	932-0001
Grant amount	\$100,000

*ok 4190*  
FUNDS AVAILABLE

*William*  
Program Acct. Division  
OFFICE OF FINANCIAL MANAGEMENT

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

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

SER/CM/SD/SUP Action  
Office **CM/SOD/PDC**

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

**International Executive Service Corps (IESC)**

PIO/T Number <b>932-0001-73-3811903</b>	A#1	Appropriation Number <b>72-1111021.6</b>	Allotment Number <b>146-38-099-00-76-11</b>	Project Number <b>932-0001</b>
--	-----	---	--	-----------------------------------

Project Title

**IESC**

Amount of this PIO/T <b>\$4,400,000 (increase)</b>	Project Manager's Name and Office Symbol <b>PDC/PVD: Edward A. Glaeser</b>	Contractor's D-U-N-S Number
---	---	-----------------------------

Negotiator's Typed Name <b>P. Schult</b>	Signature <i>D. Schult</i>	Date
---	-------------------------------	------

Contract/Grant Officer's Typed Name <b>Edward Thomas</b>	Signature <i>EHT</i>	Date <b>25 Nov 80</b>
---	-------------------------	--------------------------

**PART IB.**

Contract/Grant Number <b>AID/SOD/PDC-G-0206</b>	Type Order	Order Number	Amendment/Modification Number <b>3</b>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office <b>11-29-80</b>
--	------------	--------------	---	--

**PART II.**

Effective Date of Document <b>11-26-80</b>	Signature Date of Document <b>11-26-80</b>	Estimated Completion Date <b>12-31-81</b>	Contract/Grant funded through (date) <b>12-31-81</b>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <b>4,400,000</b>	Cumulative Obligation thru this Action <b>13,350,000</b>

**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. 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)(7))
- 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)

111

DEC 1 1980

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

ORIGINAL

26 NOV 1980

Mr. Theodore M. Luberoff  
International Executive Service Corps  
622 Third Avenue  
New York, New York 10017

Subject: General Support Grant  
AID/SOD/PDC-G-0206  
Amendment No. 3

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$4,400,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant". The total cumulative obligation under this Grant is now \$13,350,000.

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1981 through December 31, 1981.

This Grant amendment is made to IESC on condition that the funds will continue to be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", all of which have been agreed to by your organization.

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

Please sign the Statement of Assurance of Compliance enclosed herein and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this letter, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Edward H. Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE COMPS

BY: *Theodore M. Lubersoff*

TYPED NAME: THEODORE M. LUBERSOFF

TITLE: U.S. Pass. - Finance

DATE: Dec. 1, 1980

Fiscal Data

PIO/T No.	932-0001-73-3811903, A-1
Appropriation	72-1111021.6
Allotment	116-38-099-00-76-11
Grant amount	\$1,400,000

*Brellman*

012490

DEC 1 1980

Services Operations Division  
OFFICE OF CONTRACT MANAGEMENT

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

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

SER/CM/SD/SUP Action  
Office **CM/SOD/PDC**

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

**International Executive Service Corps**

PIO/T Number <b>932-0001-73-3811903</b>	Appropriation Number <b>72-1111021.6</b>	Allotment Number <b>146-38-099-00-76-11</b>	Project Number <b>932-0001</b>
--	---	--	-----------------------------------

Project Title

**International Executive Service Corps (IESC)**

Amount of this PIO/T <b>\$600,000</b>	Project Manager's Name and Office Symbol <b>PDC/PVD/OPNS; Edward Glaeser</b>	Contractor's D-U-N-S Number
--	---	-----------------------------

Negotiator's Typed Name <b>D. Schult</b>	Signature <b>D. Schult</b>	Date
---	-------------------------------	------

Contract/Grant Officer's Typed Name <b>E. Thomas</b>	Signature <b>EHT</b>	Date <b>3 Nov 80</b>
---	-------------------------	-------------------------

**PART IB.**

Contract/Grant Number <b>AID/SOD/PDC-G-0206</b>	Type Order	Order Number	Amendment/Modification Number <b>2</b>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office <b>10/31/80</b>
--	------------	--------------	---	--

**PART II.**

Effective Date of Document <b>11-6-80</b>	Signature Date of Document <b>11-6-80</b>	Estimated Completion Date <b>12-31-81</b>	Contract/Grant funded through (date)
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <b>600,000</b>	Cumulative Obligation thru this Action <b>8,950,000</b>

**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**

- u. 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. 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

**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)

NOV 21 1980

ORIGINAL

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

NOV 6 1980

Mr. Theodore M. Luberoff  
International Executive Service Corps  
622 Third Avenue  
New York, New York, 10017

FUNDS AVAILABLE	
Date	11/7/80
Project No.	932-0001
Obligation No.	3811903
Object Class	4190
Allotment	146-38-099-00-76.1
Amount	\$609,000.00
By (initials)	J. Sullivan
AID/SER/FM/RSD	

Subject: General Support Grant  
AID/SOD/PDC-G-0206  
Amendment No. 2

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to provide an additional sum of \$600,000 in continuing support of your program to furnish business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant". The total cumulative obligation under this Grant is now \$8,950,000.

This Grant amendment is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1979 through December 31, 1981.

This Grant amendment is made to IESC on condition that the funds will continue to be administered in accordance with the terms and conditions set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", all of which have been agreed to by your organization.

ORIGINAL

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

Please sign the Statement of Assurance of Compliance enclosed herein and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,

*Edward H. Thomas*

Edward H. Thomas  
Grant Officer  
Services Operations Division  
Office of Contract Management

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORP

BY: *Theodore M. Luberoff*

TYPED NAME: THEODORE M. LUBEROFF

TITLE: Vice President - Finance

DATE: November 12, 1980

Fiscal Data

PIO/T number	932-0001-73-3811903
Appropriation	72-1111021.6
Allotment	146-38-099-00-76-11
Grant amount	\$600,000

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

FUNDS AVAILABLE	
Date	3/4/80
Project No.	932-0001
Obligation No.	3805211
Object Class	4490
Allotment	44-3809967-7601
Amount	44,350,000.00
By (Initials)	S. Lubberoff
AID/SOD/PDC-G-0206	

FEB 29 1980

Mr. Theodore M. Lubberoff  
International Executive Service Corps  
622 Third Avenue  
New York, New York 10017

Subject: General Support Grant  
AID/SOD/PDC-G-0206  
Amendment No. 1

Dear Mr. Lubberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to International Executive Service Corps (hereinafter referred to as "IESC" or "Grantee") the additional sum of \$4,350,000 in support of the Grantee's overseas project expenses of the program in furnishing business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of Grant".

This Grant is effective as of the date of this letter. Of the total obligated amount of \$4,350,000, \$4,200,000 is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1980 through December 31, 1980 and \$150,000 is to be applied to commitments made by the Grantee during the period January 1, 1979 through December 31, 1979.

This Grant is made to IESC on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment B entitled "Standard Provisions", all of which have been agreed to by your organization.

The total cumulative obligation under this Grant is now \$8,350,000.

The subject Grant is hereby amended as follows:

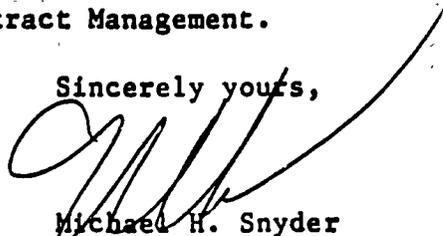
Under Attachment A, Section C.1. add the following:

"To insure the increasing consistency of IESC activities with New Directions guidelines, where IESC project selection staff are unclear as to whether a given executive volunteer placement meets this objective, IESC shall consult with PDC/PVC to discuss the case before proceeding to commit resources."

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

Please sign the Statement of Assurance of Compliance enclosed herein and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant, including all those stamped "Funds Available", to the Office of Contract Management.

Sincerely yours,



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

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORPS

BY: *Joseph M. Luerch*

TYPED NAME: THOMAS M. LUERCH

TITLE: Vice-President - Finance

DATE: March 4, 1980

Fiscal Data

PIO/T Number: 932-0001-73-3805211  
Appropriation: 72-1101021.6  
Allotment: 046-38-099-00-76-01  
Grant Amount: \$4,350,000

ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR  
INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI  
OF THE CIVIL RIGHTS ACT OF 1964

INTERNATIONAL EXEC. SERVICE CORPS (hereinafter called the "Grantee")  
(Name of Grantee)

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Agency for International Development (22 CFR Part 209, 50 FR 317) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under and program or activity for which the Grantee receives Federal financial assistance from the Agency; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Agency, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

INTERNATIONAL EXECUTIVE SERVICE CORPS  
(Grantee)

BY (Signature)

Frederick M. Liberoff

TITLE

Chie. P.O. - Financial

TYPED NAME

FREDERICK M. LIBEROFF

DATE

March 7, 1980

# CONTRACT

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

30 MAY 1979

Mr. Theodore M. Luberoff  
International Executive Service Corps  
622 Third Avenue  
New York, New York 10017

DATE	5/30/79
PROJECT NO.	932-0001
COLLECTION NO.	3899216
ORDER CLASS.	4490
ORDER NO.	946-38-099-00-76.91
AMOUNT	\$4,000,000.00
OFFICE	Bureau

Subject: General Support Grant  
AID/SOD/PDC-G-0206

Dear Mr. Luberoff:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to International Executive Service Corps (hereinafter referred to as "IESC" or "Grantee") the sum of \$4,000,000 in support of the Grantee's overseas project expenses of the program in furnishing business and management expertise to businesses and other institutions in developing countries, as more fully described in the attachment to this Grant entitled "Purpose and Implementation of the Grant".

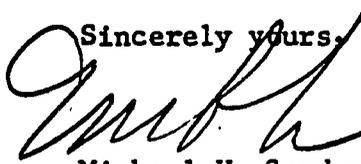
This Grant is effective as of the date of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period January 1, 1979 through December 31, 1979.

This Grant is in addition to Grant No. AID/PHA-G-73-3, which also made funds available to the Grantee for a portion of this period.

This Grant is made to IESC on conditions that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Purpose and Implementation of Grant" and Attachment

B entitle "Standard Provisions", all of which have been agreed to by your organization.

Please sign the Statement of Assurance of Compliance enclosed herein and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant, including all those stamped "Funds Available", to the Office of Contract Management.

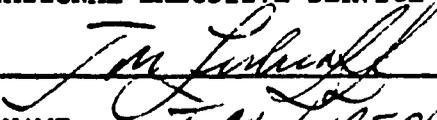
Sincerely yours,  
  
Michael H. Snyder  
Grant Officer  
Services Operations Division  
Office of Contract Management

Attachments:

- A. Purpose and Implementation of Grant.
- B. Standard Provisions
- C. Statement of Assurance of Compliance

ACCEPTED:

INTERNATIONAL EXECUTIVE SERVICE CORPS

BY: 

TYPED NAME: T.M. TURPEOFF

TITLE: Asst. Dir. - Finance

DATE: May 30, 1979

PURPOSE AND IMPLEMENTATION OF GRANT

A. Purpose

The purpose of this Grant is to provide support for the Grantee's program in furnishing business and management expertise to businesses and other institutions in developing countries in such a way as to contribute to each country's economic progress and the well-being of its people.

B. Activities

1. Basic IESC Policies

- a. Principal thrust is toward the private sector, but IESC will undertake worthwhile projects for governments or other institutions.
- b. Assist countries which wish to carry on a program of economic development, are willing to help themselves, and desire IESC assistance.
- c. Assist economically important indigenously owned enterprises requesting IESC assistance which are able to benefit from such assistance.
- d. Strive for maximum project impact through acceleration of activity in the client enterprise, and through multiplier effects in other enterprises.
- e. Involve in Third World development the human and financial resources of U.S. industry by assuring its continuing familiarity with the character of projects undertaken in each broad industrial classification.
- f. Use volunteer executives with experience in the industry in which assistance is requested.
- g. Conduct the IESC program on a highly personalized basis, recognizing that this requirement places a ceiling on total activity.

h. Enlist the advocacy and support of business sponsors, in the U.S. and overseas.

i. Maintain a low profile with respect to publicity.

j. Maximize the monetary contribution from clients and other sources within countries assisted, thereby reducing the portion of total funding needed from U.S. businesses and the U.S. Government.

2. Supporting Objectives

a. To contribute in the most direct and tangible manner to economic development through careful determination of types of assistance to be offered, countries to receive assistance, projects to be undertaken, clients to be assisted, volunteer executives to be assigned.

b. To operate primarily as a "business-to-business" entity consistent with the general tone and philosophy of the U.S. free enterprise system.

c. To promote assiduously the interests of indigenous clients, observing appropriate confidentiality, while avoiding actions which judgment indicates would threaten the interests of U.S. business.

d. To achieve and maintain maximum effectiveness and economy in the conduct of the entire IESC program.

C. Implementation

The funds provided under this Grant shall be utilized without restriction by the Grantee for allowable costs of the activities described above as

follows:

1. In order to move its program significantly within the "New Directions" approach outlined in the Foreign Assistance Act, IESC will intensify actions to increase the number of clients which have an impact on grass roots and rural people and will, to the maximum extent feasible, gear its program development in host countries to the development strategy of each country.

2. In carrying out the approach outlined in paragraph 1, above, IESC will place maximum emphasis on increasing its assistance to small businesses, particularly those located in rural areas. Enterprises which utilize local agricultural raw materials, provide essential supplies or services to small farmers and which generate off-farm employment for rural workers will receive special attention.

3. Since one of the basic objectives of IESC is to improve the image of the U.S. interest in countries, it is necessary for IESC to remain in certain countries even after A.I.D. has withdrawn direct support. IESC will not utilize A.I.D. funds for countries which A.I.D. determines to have the ability to cover the full cost of technical assistance (e.g., Kuwait and Saudi Arabia). IESC will also cooperate to the maximum extent possible with A.I.D.'s Reimbursable Development Program.

4. IESC will continue its program to reduce costs through more effective operations. IESC will continually review its overhead costs for the purpose of maintaining costs at an absolute minimum while providing adequate guidance and support to operations in the field.

5. IESC's success in improving generation of funds from clients and other sources has been instrumental in reducing the percentage participation

of A.I.D. funds. Recent stress on "ability to pay" has resulted in a substantial increase in funds received from clients. It is anticipated that IESC's continued success in improving contributions received from large clients will offset greater demands for funds required by an increased number of "grass roots" clients, some of which will have limited ability to pay.

6. IESC will hold its "Working Capital Fund" at present levels. Should it become apparent that an excess of revenues over expenditures for the current Grant Year or other factors will act to increase the Working Capital Fund to a level of more than 2.5 months of budgeted expenses at the end of such Grant Year, IESC will adjust its request for A.I.D. funding in the next succeeding Grant Year to bring the level of the Working Capital Fund back within the guideline. Should special circumstances arise which would make it necessary for IESC to increase the Working Capital Fund to more than the above 2.5 month guideline, the Grantee will review the circumstances with the Grant Officer. Based on such review, adjustments in the level of the Working Capital Fund may be authorized by the Grant Officer. Any funds remaining in the Working Capital Fund after termination and liquidation of the Grantee's program as described herein shall be refunded to A.I.D., except as the Grant Officer may otherwise determine.

7. The establishment of "Steering Committees" will be accelerated, focusing as much attention and assistance as possible on small businesses or groups of small businesses.

D. Reporting

1. IESC will report progress to AID/W by submitting quarterly the completed project summaries, plus all other information which will be deemed appropriate to indicate progress toward IESC's goals, such as: monthly status of projects; Directory of Field Offices and Representation; amendments to the Policy and Procedures Manual, etc.

2. At the end of each Grant Year, IESC will submit a fiscal report indicating the level of the Working Capital Fund and the amount of adjustment necessary to bring the level of the Working Capital Fund back within the guidelines.

3. The evaluation schedule will be as follows:

a. Informal status analysis to be performed by PDC/PVC Project Managers as regular monitoring practice with frequency as determined by mutual agreement between PDC/PVC and IESC.

b. A non-intensive (meaning a regular PES) evaluation by an AID/W team prior to the end of each funding year. This evaluation will be adequate to gauge progress, identify bottlenecks, and determine if continuation of the grant is justified.

4. At the end of the Grant, or at any other time should A.I.D. and IESC so desire, if the record of the Grant should indicate the necessity of an intensive evaluation to determine possibilities of replication elsewhere, or continuation of support to the same institution--outside consultants will be engaged to make such evaluation.

E. Special Provisions

1. Spouse travel is authorized under this Grant in accordance with Standard Provision No. 13 entitled "International Travel and Allowances" which refers to the Grantee's approved policy and practice.

ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR  
INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI  
OF THE CIVIL RIGHTS ACT OF 1964

INTERNATIONAL EXECUTIVE SERVICE (hereinafter called the "Grantee")  
(Name of Grantee) (CORP)

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Agency for International Development (22 CFR Part 209, 30 FR 317) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under and program or activity for which the Grantee receives Federal financial assistance from the Agency; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Agency, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

INTERNATIONAL EXECUTIVE SERVICE (CORP)  
(Grantee)

BY (Signature) Tom L. [Signature]

TYPED NAME T. L. [Typed Name]

TITLE Vice Pres. - Finance

DATE May 20, 1964

### 1. Allowable Costs

Only those costs shall be attributed to AID under this Grant, which are reasonable, allocable and allowable in accordance with the terms of this Grant and Subpart 15.2 Contracts with Commercial Organizations, of the Federal Procurement Regulations (FPR), in effect on the date of this Grant.

### 2. Accounting, Audit and Records

The Grantee shall submit to the Grant Officer an annual financial statement certified by an independent public accountant. Financial records, covering all phases of the Grantee's program, 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 AID. All such financial records shall be maintained for at least three years after final disbursement of funds under this Grant. The AID Auditor General 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 whether the Grantee organization has expended its funds in accordance with the terms and conditions of this Grant. The Grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit.

### 3. Refunds

(1) If use of AID's Grant funds results in accrual of interest to the Grantee or to any other person to whom grantee makes such funds available in carrying out the purposes of this Grant, Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

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

(3) If, at the end of the period supported by this Grant, and the end of each subsequent period if the Grant is extended, AID determines that the Grantee has not expended an amount equal to the amount provided and received under this Grant during such period for costs properly attributable to this Grant in accordance with its terms and conditions, then the Grantee will refund to AID the difference between such amount of funds provided and received and such amount expended for costs properly attributable to this Grant.

4. Ineligible Countries

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

5. Equal Opportunity in Employment

(This provision is applicable to all grantees and subgrantees who either perform work in the United States or who recruit personnel in the United States to do work abroad.)

(a) With regard to the employment of persons in the U.S. under this Grant, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, color or national origin of such persons and 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, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

(b) In addition, the grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to sex, religion, age and handicap, in accordance with P.L. 92-261, P.L. 93-259, P.L. 93-112 and P.L. 93-508, when work funded by A.I.D. under this grant is performed in either the U.S. or overseas no person shall, on the grounds of sex, religion, age or handicap, be excluded from participation, be denied benefits, or be subjected to discrimination.

6. Termination

(a) For Cause. This Grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he/she shall determine that such termination is in the best interest of the Government.

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

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

7. Officials Not To Benefit

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

8. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability, or, in its discretion, to deduct from the Grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

9. Amendment

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

10. Grant Agreement

The letter to the Grantee signed by the Grant Officer, the Purpose and Implementation of Grant, the Standard Provisions, and the Payment Provisions, all of which have been reviewed and agreed to by the Grantee, constitute the Grant Agreement.

11. Notices

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

TO THE: Cognizant AID Grant Officer

TO GRANTEE: At Grantee's address shown in this Grant, or to such other address as either or such parties shall designate by notice given as herein required. Notices hereunder, shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

12. Salaries

All salaries, wages, fees, and stipends, the costs of which will be attributed to AID under this Grant, shall be in accordance with the Grantee's usual policy and practice and the "Allowable Costs" provision of this Grant. In the event of a conflict between the Grantee's policy and practice and the cost principles in Subpart 1-15.2, the Subpart shall govern.

13. International Travel and Allowances

(a) International travel and allowances, the costs of which are to be attributed to AID under this Grant, shall be in accordance with the policy and practice of the Grantee and the "Allowable Costs" provision of this Grant. In the event of a conflict between the Grantee's policy and practice and the cost principles in Subpart 1-15.2, the Subpart shall govern.

(b) All international air travel and all international air shipments, the costs of which will be attributed to AID under this Grant, shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations, provided that the Grantee certifies to the facts in the voucher and other documents retained as part of his Grant records to support his claim for reimbursement and for post audit:

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

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

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

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

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

**CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS**

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

14. Excess or Near-Excess Foreign Currency

All expenditures of the Grantee in excess or near excess currency countries, including per diem (subsistence) expenses, which will be attributed to AID under this Grant, shall be funded from U.S.-owned foreign currency, unless otherwise authorized in writing by the Grant Officer. The conversion of U.S. dollars for foreign currencies shall be made by the Grantee either through the U.S. Treasury Department in Washington, D.C., the U.S. Disbursing Officer, U.S. Embassy, or the USAID Mission Controller, unless otherwise authorized in writing by the Grant Officer.

15. Publications

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

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

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

(c) In the event Grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

(d) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant in accordance with paragraph 118.b. of Chapter 1, Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so.

## 16. Patents

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

(a) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16887) and paragraph 1T8.a. of Chapter 1, Handbook 13.

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

## 17. 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, the costs of which will be attributed to AID under this Grant, are subject to prior written consent of the Grant Officer unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of paragraph 1U, Chapter 1 of AID Handbook 13. 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.

## 18. Voluntary Participation

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

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

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

(This provision is applicable only to grants which use AID funds to support the provision of contraceptives or medical equipment for use in family planning.)

19. Liability

The parties hereto understand that the terms and conditions set forth herein, are solely to enable Grantor to fulfill the responsibilities in making and funding this Grant required of it by law and its policy; and in no way imply that Grantor accepts responsibility for Grantee's use of commodities procured under this Grant in carrying out the program. The parties hereto further understand that the terms and conditions set forth herein in no way imply any responsibility or liability on the part of the Grantor with regard to any form of injury, or death, to third parties through use of commodities procured, held, or made available under this Grant by the Grantee. As a part of the understanding recited in this section, Grantee agrees to hold Grantor, its officers, and employees harmless should any third party assert any claims for liability against the United States Government or any agency or department, officer or employee thereof.

20. Subgrantee Audit and Records

(This provision is applicable where the Grantee's program includes provision of funds on a grant basis to third party organizations for purpose of supporting their programs and the cost of such subgrants are to be attributed to AID funds.)

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

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

(3) The purpose of the independent audit shall be to determine the propriety and necessity of the subgrantee's expenditures in terms of the purposes for which the funds were made available, and the adequacy of the subgrantee's financial management. Notwithstanding the requirement for an independent audit, the AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 16, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the subgrantee's books and records to determine whether the subgrantee has expended AID's funds in accordance with the terms of this Grant.

21. GSA Procurement

(This provision is applicable only to grants which support family planning programs).

Certain commodities are required to be purchased through GSA when AID's funds are used. The Grantee will be advised of these items at the time of execution of this Grant. The Grantee agrees to comply with purchasing procedures established by AID and GSA for such purchases. The Grantee is authorized to use the General Services Administration (GSA) for procurement of other commodities, the costs of which are attributable to this Grant.

22. Book Procurement

(This provision is applicable only if the purchasing of books is significant (i.e., 1000 copies or more).

For purchase of English language books, the costs of which are attributable to AID funds under this Grant, the Grantee is authorized to use the current AID contractors providing purchasing services at discount prices. The procedures to be followed when using these services, and pertinent provisions of the contract, will be provided the Grantee.

23. Title to and Use of Property (Grantee Title)

Title to all property financed under this Grant, the costs of which are attributable to AID funds under this Grant shall vest in the Grantee, subject to the following conditions:

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

(b) The Grantee agrees to use and maintain the property for the purpose of the Grant in accordance with the requirements of paragraph 11 of Chapter 1, Handbook 13.

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

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

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

24. PROHIBITION ON ABORTION-RELATED ACTIVITIES

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

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

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

25. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

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

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

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

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

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

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

26. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded grants; it becomes inapplicable when the grant is fully funded.)

(a) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in Attachment 1 (hereinafter referred to as "the Schedule") to this Grant, and the Grantee agrees to use its best efforts to carry out the program specified in the schedule and all obligations under this Grant within such estimated costs.

(b) The amount presently available for payment and obligated under the Grant, the items covered thereby, and the period of performance which it is estimated the obligated amount will cover, are specified in the Schedule. It is contemplated that from time-to-time additional funds will be obligated under this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to perform or have performed work on this Grant up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Grant approximates but does not exceed the total amount actually obligated under the Grant.

(c) If at any time the Grantee has reason to believe that the costs which it expects to incur in the performance of this Grant in the next succeeding 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then obligated under the Grant, the Grantee shall notify the Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Thirty days prior to the end of the period specified in the Schedule, the Grantee will advise the Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not obligated by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the "Termination" provision of this Grant on such date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligations hereunder for a period extending beyond such date, it shall specify the later date in its request and the Grant Officer, in his discretion, may terminate this Grant on that later date.

(d) Except as required by other provisions of this Grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the

Grantee for costs incurred in excess of the total amount obligated under the Grant, and the Grantee shall not be obligated to continue performance under the Grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the Grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant. To the extent the amount obligated exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the Grant Officer shall affect the amount obligated under this Grant. In the absence of the

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

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

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as an "FRLC") in the amount of this Grant, against which the Grantee may present payment vouchers (i.e., Form TFS 5401). Payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$5,000 or more than \$5,000,000. Since the FRLC method enables the recipient organization to obtain funds from the U.S. Treasury concurrently with and as frequently as disbursements are made by the recipient, there need be no time lag between disbursements by the recipient organization and drawdowns from the U.S. Treasury by FRLC. Therefore, there is no necessity for the recipient to maintain balances of Federal cash other than small balances.

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

(c) If at any time, *the AID Controller* determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, *the AID Controller* shall advise the Grant Officer who may: (1) cause the FRLC 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 AID Controller*, 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 contact *the AID Controller* to make suitable arrangements for the repayment of such excess funds. Advances made by primary recipient organizations (those which receive payments directly from the Government) to secondary recipients shall conform to the same standards outlined above applicable to advances made by the Government to primary recipient organizations.

(d) Procedure for Grantee

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

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

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

(4) To receive payment, the Grantee shall:

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

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

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

(D) Retain the quadruplicate copy of the voucher.

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

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

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

(8) The SF 269 report is reviewed against 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 FRLC by the amount of the disallowance.

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

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

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

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

(e) Refund of Excess Funds

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

(2) If the Grantee is still holding excess FRLC 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:

(A) 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.)

(B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) 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 FRLC funds, the Government shall have the right, on other contracts, grants or similar agreements held with the Grantee, to withhold payment of FRLC or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

## 28. PAYMENT - PERIODIC ADVANCE

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

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

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

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

(b) Along with each SF 272 submission, the Grantee shall submit an original and 2 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal"; each voucher shall be identified by the Grant number and shall state the total actual expenditures for the reporting period.

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

(d) **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 advance funds, the Government shall have the right, on other contracts or grants held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

(2) If the Grantee is still holding excess advance 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:

(A) 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.)

(B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) 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 advance funds, the Government shall have the right, on other contracts, grants or similar agreements held with the Grantee, to withhold payment of other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

29. PROCUREMENT OF COMMERCIAL GOODS AND SERVICES NOT EXCEEDING \$250,000

(This provision is applicable when the total procurement of commercial goods and services by the Grantee and its Subgrantees does not exceed \$250,000 and the cost of such procurement will be attributed to AID funds under this Grant.)

(a) Ineligible Goods and Services

Under no circumstances shall the Grantee procure any of the following under this Grant with AID funds:

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

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

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

(b) Restricted Goods

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

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

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

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

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the AID Agreement Officer under paragraph 7(b) above, all other goods (e.g., equipment, materials and supplies) and services, the costs of which are to be reimbursed under this Agreement by AID and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

- (1) the United States (AID Geographic Code 000),

- (2) "Selected Free World" countries (AID Geographic Code 941),
- (3) the Cooperating Country,
- (4) "Special Free World" countries (AID Geographic Code 935).

(d) Application of Order of Preference

When the Recipient uses AID funds to procure goods and services from other than U.S. sources under the order of preference in 7(c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Recipient's documentation:

- (1) the procurement was of an emergency nature, which would not allow the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (3) impelling local political considerations precluded consideration of U.S. sources,
- (4) the goods or services were not available from U.S. sources, or
- (5) procurement of locally available goods or services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance Program under this Agreement.

(e) The Grantee's Procurement System

- (1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3 and 4, Attachment O of OMB Circular No. A-110.
- (2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraphs 3 and 4 of Attachment O to OMB Circular No. A-110 and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer a copy of such approval; otherwise the Grantee's procurement policies and procedures shall conform to the specified requirements of OMB Circular No. A-110. (See AID Handbook 13, Chapter 1, paragraph 1U.)

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured with AID funds under this Grant, the Grantee, shall, to the maximum extent possible, provide the

following information to the Small Business Office, AID, Washington, D.C. 20523 at least 45 days prior (except where a shorter time is requested of, and granted by the Small Business Office) to placing any order or contract in excess of \$25,000:

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

Funds provided under this Grant by AID shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing" (22CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this Grant. AID will provide the Grantee with this list.

30. OCEAN SHIPMENT OF GOODS

(This provision is applicable when ocean shipment costs are to be attributed to AID funds under the Grant.)

(a) 50% of all international ocean shipment made by the Grantee, to be attributed to AID funds, shall be made on U.S. flag vessels. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may request a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, giving the basis for the request.

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

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