

PC - FAI - 172

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET	SER/CM/SD/SUP Action Monitor	SER/CM/SD/SUP Action Office
--	---------------------------------	--------------------------------

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

PART IA.

Contractor/Grantee Name <i>Jesuit Seminary & Mission Bureau</i>			
PIO/T Number	Appropriation Number <i>72-1101013</i>	Allotment Number <i>094-38-099-00-84-01</i>	Project Number <i>938-1302-3803009</i>
Project Title <i>Xavier University</i>			
Amount of this PIO/T	Project Manager's Name and Office Symbol		Contractor's D-U-N-S Number
Negotiator's Typed Name	Signature		Date
Contract/Grant Officer's Typed Name <i>David Santos</i>	Signature		Date

PART IB.

Contract/Grant Number <i>Asha-219</i>	Type Order	Order Number	Amendment/Modification Number	Date PIO/T Received by CM/SD/SUP or Mission Contract Office
--	------------	--------------	-------------------------------	---

PART II.

Effective Date of Document <i>8/12/80</i>	Signature Date of Document <i>8/12/80</i>	Estimated Completion Date <i>9/30/82</i>	Contract/Grant funded through (date) <i>9/30/82</i>
Host Country Institution (University contract ONLY)	Camps Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <i>\$ 1,050,000</i>	Cumulative Obligation thru this Action

PART III.

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

M03 - TYPE ACTION

- 0 Contract/Grant/Cooperative Agreement
- 1 Task Order (BOA)*
- 2 Work Order (IQC)*
- 3 Delivery Order (Requirements)*
- 4 Purchase Order
- *If 1, 2, or 3 have an 'X', complete M12 ONLY.
- M04 - CONTRACT/GRANT TYPE**
- 0 MOA, (BOA, BMA, etc)
- 1 Fixed Price (Specify IFP, IPRD, FPEPA, IPI) _____
- 2 Cost Reimbursement (Specify CR, CPFF, CS, CPAI, CPII) _____
- 3 Cooperative Agreement
- 4 Grant - General Support*
- 5 Grant - Specific Support*
- 6 Grant - 211(d)*
- 7 Do Not Use
- 8 IQCs
- 9 Host Country Contract/Grant*

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

- A Formally Advertised (II B) (AIDPR 7-2.4 & FPR 1-1)
- B Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.10)
- D. Ind. 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 (FPP 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
- L 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)

M09 - CONTRACTING PARTIES

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

M10 - PRIVATE/VOLUNTARY ORGANIZATION

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

M11 - ADVANCE

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

M12 - COUNTRY OF PERFORMANCE

(Specify) Philippines

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

- YES NO

M14 - CONTRACT/GRANT SOURCE

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

M15 - TYPE OWNERSHIP

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

M22 - CURRENCY INDICATOR

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

M50 - SUBCONTRACTING CODE

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

M51 - SUBCONTRACTOR TYPE AWARD

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

D. Small Business Not Set-Aside Awarded to Minority

E. 8(a) - SBA Awarded to Non-Minority (Women Owned, Veterans)

F. 8(a) - SBA Awarded to Minority

G. Personal Service Contract - Non-Minority

H. Personal Service Contract - Minority

I. Individual Non-Personal Service Contract - Non-Minority

J. Individual Non-Personal Service Contract - Minority

K. Not Small Business (Univ., Non-Profit, Large Firms) - Non-Minority

L. Not Small Business (Univ., Non-Profit, Large Firms) - Minority

M. U.S. Government

N. Unknown

M56 - SUBJECT TO STATUTORY REQUIREMENT

A. Walsh-Healey Act, Manufacturer*

B. Walsh-Healey Act, Regular Dealer*

C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers)

D. Davis-Bacon Act (Construction)

E. Not subject to Walsh-Healey, Service Contract or Davis-Bacon Act (Most AID Contracts)

*Equipment, Supplies, Materials, and Commodities

M57 - AFFIRMATIVE ACTION PLAN ON FILE

YES NO

M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

YES NO

M60 - INCREMENTAL UNDETD CONTRACT

YES NO

M61 - CONSULTANT TYP. AWARD

Is the Award for Consulting Type Service to AID?

YES NO

M63 - EXTENT OF COMPETITION IN NEGOTIATION

COMPETITIVE

A1. Small Business Total Set-Aside

A2. Small Business Partial Set-Aside

A3. Labor Surplus Set-Aside

A4. Labor Surplus/Small Business Set-Aside

A9. Other (Specify) _____

NON-COMPETITIVE

B1. Buy Indian

B2. 8(a) Program

B3. Follow-on After Competition

B9. Other (Specify) _____

M65 - TYPE OF BUSINESS

E1. Source Non-U.S. and Used Outside U.S. and Possessions

E2. Source Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete A thru D)

A1. Small Business - Disadvantaged 8(a)

A2. Small Business - Owned by Minority Group

A3. Other Small Business (including individuals)

B1. Large Minority Business

B2. Other Large Business

C1. Non-Profit Private Educational Organization

C2. Non-Profit Hospital

C3. Non-Profit Research Institution, Foundation, and Laboratories

C4. Other Non-Profit Institutions

D1. State/Local Government Educational Institution

D2. State/Local Government Hospital

D3. State/Local Government Research Organization

D4. Other State/Local (Specify) _____

M66 - COST ACCOUNTING STANDARDS

Required Not Required

M67 - NUMBER OF BIDDERS OF FIRING ITEMS

OR SERVICES OF FOREIGN CONTENT

M68 - WOMEN OWNED BUSINESS

YES NO

M69 - PRIORITY FOR FOREIGN CONTENT OF COMMODITIES AND SERVICES

M70 - LABOR SURPLUS AREA (LSA)

PREFERENCE

(Location of Contractor)

1. Labor Surplus Area - No Preference

3. Labor Surplus Area - Tie Bid Preference

5. Not a Labor Surplus Area Preference Award

7. Total Labor Surplus/Small Business Set-Aside Preference

8. Total Labor Surplus Set-Aside Preference

(P.L. 95-89)

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

2

GRANT
BY THE
UNITED STATES OF AMERICA
TO
JESUIT SEMINARY AND MISSION BUREAU
FOR
XAVIER UNIVERSITY, PHILIPPINES

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.") hereby makes a grant of One Million Five Hundred and Fifty Thousand Dollars (\$1,550,000) to the Jesuit Seminary and Mission Bureau (hereinafter referred to as "Grantee") to be used solely for the benefit of the Xavier University located in Cagayan de Oro City, Philippines, in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: (1) Procurement of Professional Services, (2) Procurement of Construction Services, (3) Procurement of Commodities, (5b) Disbursement Procedures for Periodic Advance and (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of this grant and ending September 30, 1982.

Agency for International Development

By *David P. Santos*
Director, Office of American
Schools and Hospitals Abroad

Date 12 AUG 1980

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

Jesuit Seminary and Mission Bureau
39 East 83rd Street
New York, N. Y. 10028

By *Robert J. Ryan*
Title President

Grant No. AID/asha 219

Project No. 938-1302 -3803009

Allotment No. 094-38-099-00-84-01

Appropriation No. 72-1101013

APPENDIX A
SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

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

2. The grantee, a non-profit corporation existing under the laws of New York, has sponsored Xavier University since 1947.

3. Xavier University, founded by U.S. citizens in 1933 and located in Cayan de Oro City, is the only private university serving the educational needs of seven provinces in northern Mindanao Island. It covers a wide range of undergraduate and graduate degree programs in the arts and sciences, commerce and business administration, education, agriculture and engineering and sociology.

4. Additional facilities are needed if the University is to meet the needs of increasing enrollments in the engineering and technical fields resulting from growing industrialization in the region. Grantee has requested assistance to build and equip new facilities for the College of Engineering. A.I.D. has determined that \$1,550,000 should be granted for this purpose.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A.I.D. in writing, the \$1,550,000 provided by this grant shall be expended as follows:

1. Procurement of architectural and construction services, materials, and fixed equipment to build facilities for the school of engineering totaling approximately 41,000 square feet.	\$1,020,000
2. Procurement of general furnishings and small-value equipment for the school of engineering.	70,000
3. Procurement of engineering and scientific equipment to serve five fields of engineering education: civil, chemical, electrical, mechanical and agricultural.	300,000
4. Procurement of furnishings for the engineering library including textbooks and reference works.	160,000
Total	<u>\$1,550,000</u>

The cost of commodity related services such as shipping, insurance, and installation may be charged to this grant.

ARTICLE III - OTHER SPECIAL PROVISIONS

1. Construction Supervision

In addition to the requirements in the General Provisions, Grantee agrees to furnish A.I.D. the name and qualifications of the person designated by the grantee and university to serve as the business manager for construction of the College of Engineering building.

2. Prohibition Regarding Foreign Taxes

No funds provided by this grant shall be used to pay any value added tax or import or duties on commodities imported to the Philippines for this project.

3. Additional Cost

Grantee agrees that the costs of constructing and equipping the new school of engineering in excess of the amount provided by this grant will be provided from sources other than the Government of the United States of America.

PROCUREMENT OF PROFESSIONAL SERVICES

A. Definition; Place of Procurement

Professional services refer to architectural-engineering, management and other consultant services. Professional services are to be procured in the United States or in the country in which Grantee's institution is located, except as otherwise specified in Appendix A, Special Provisions.

B. Method of Procurement

1. Selection of Professional Services Firm

When professional services are to be financed by A.I.D. the following procedures shall apply:

(a) For procurement of services in the United States, Grantee shall obtain proposals from as many firms as practicable. For work estimated to cost over \$50,000, Grantee shall, as part of its effort to obtain proposals, prepare a notice describing the project and services involved for submission to A.I.D. for publication in Commerce Business Daily of the United States Department of Commerce.

(b) For procurement of services in the country in which Grantee is located, Grantee shall obtain expressions of interest and proposals from firms in accordance with local law and practice. Grantee shall negotiate a proposed contract

with the firm Grantee determines to be best qualified, taking into account cost and quality of technical proposal.

2. Qualifications and Contract

Whether or not professional services are to be financed by A.I.D., Grantee shall submit to A.I.D. the names of the firms from whom Grantee obtained proposals and the reasons for selecting the firm chosen. The qualifications of the firm selected shall be submitted to A.I.D. for approval on form AID 1420-5, Architect-Engineer Questionnaire, or form AID 1420-6, Management Consulting Questionnaire, as appropriate.

The proposed contract for professional services is subject to written A.I.D. approval and shall be submitted to A.I.D. for approval of the scope of work, adherence to good contracting practice, and, if financed by A.I.D., reasonableness of price. No Grant funds may be disbursed for professional services prior to written approval of the award and the contract by A.I.D.

PROCUREMENT OF CONSTRUCTION SERVICES

A. General

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

B. Place of Procurement

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

C. Method of Procurement

1. Selection of Firms to Bid

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

2. A. I. D. Approval Prior to Bidding

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

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

3. A. I. D. Approval Prior to Construction

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

D. Marking Requirements

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

PROCUREMENT OF COMMODITIES

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

A. Place of Procurement

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

1. Procurement in the United States

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

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

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

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

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

B. U.S. Carriers

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

C. Quotations and Bids

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

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

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

D. Proprietary Procurement

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

E. Notification to A.I.D.

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

- 3 -

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

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

For commodities costing \$25,000 or more to be procured from the United States, Grantee shall prepare and submit to A.I.D. notice(s) of prospective procurement for publication in the A.I.D. Export Opportunities Bulletin. Each notice shall (1) describe generically the commodities to be procured, (2) provide an address in the United States where more detailed information may be obtained by interested parties, and (3) state that procurement will begin 45 days (or such later date as Grantee may desire) after publication of notice.

G. Marking Requirements

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

H. Procurement Documentation

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

DISBURSEMENT PROCEDURES

Periodic or Prescheduled Advances

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

A. Procedures for Requesting Disbursement

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

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

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

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

B. Financial Reporting Requirements

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

C. Special Bank Account

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

D. Conversion of Dollars to Local Currency

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

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

E. Restriction on Interest

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

F. Additional Documentation

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

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

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

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
--	--

6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST	
		FROM (mo th, day, year)	TO (month, day, year)

9. RECIPIENT ORGANIZATION Name : Number and Street : City, State and ZIP Code :	10. PAYEE (If here check is to be sent to different than item 9) Name : Number and Street : City, State and ZIP Code :
---	--

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

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

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

13. CERTIFICATION

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

This space for agency use

16

INSTRUCTIONS

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

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

91

17

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

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

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

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

1. Quarterly Report of Grant Expenditures*

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

2. Quarterly Progress Report on Capital Improvements

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

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

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

a) Construction Progress

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

b) Commodity Procurement

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

<u>Description and Amount of Commodities Procured</u>	<u>Price</u>	<u>Number of Quotations/Bids*</u>	<u>Lowest Price (yes, no)</u>	<u>Place of Purchase (U.S., local country)</u>
---	--------------	-----------------------------------	-------------------------------	--

* Indicate any proprietary procurement with a "P" (See the grant provisions relating to Procurement of Commodities for information regarding proprietary procurement.)

3. Annual Institutional Report

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

B. Records and Books of Account - Right of Inspection

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

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

C. Reimbursement to A.I.D.

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

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

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

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

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

D. Non-Liability

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

E. Equal Opportunity

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

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

F. Covenant Against Contingent Fees

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

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

G. Officials Not to Benefit

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

H. Termination

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

I. Notices

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

To A. I. D.

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

To Grantee

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

J. Subordinate Agreements

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

K. Title to and Use of Property

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

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

FINANCIAL STATUS REPORT

(Follow instructions on the back)

1. FEDERAL AGENCY AND ORGANIZATION IDENTIFICATION TO WHICH REPORT IS SUBMITTED	2. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER	OMB Approved No 80-RO180	PAGE <input type="checkbox"/> OF <input type="checkbox"/>
--	--	-----------------------------	---

3. RECIPIENT ORGANIZATION (Name and complete address, including ZIP code)	4. EMPLOYER IDENTIFICATION NUMBER	5. RECIPIENT ACCOUNT NUMBER OR IDENTIFYING NUMBER	6. FINAL REPORT <input type="checkbox"/> YES <input type="checkbox"/> NO	7. BASIS <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
8. PROJECT/GRANT PERIOD (See instructions)		9. PERIOD COVERED BY THIS REPORT		
FROM (Month, day, year)		TO (Month, day, year)		FROM (Month, day, year) TO (Month, day, year)

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

11. INDIRECT EXPENSE	a. TYPE OF RATE (Place "1" in appropriate box) <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> PREDETERMINED <input type="checkbox"/> FINAL <input type="checkbox"/> FIXED b. RATE c. BASE d. TOTAL AMOUNT e. FEDERAL SHARE	13. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED
12. REMARKS (Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with existing legislation)			TYPED OR PRINTED NAME AND TITLE	TELEPHONE (Area code, number and extension)

INSTRUCTIONS

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

Best Available Document

Item	Entry	Entry	
4	Enter the employer identification number assigned by the U.S. Internal Revenue Service or FICE (institution) code, if required by the Federal sponsoring agency.	10c	Enter the amount of unprogrammed income realized in this period that is required by the terms and conditions of the Federal award to be deducted from total project costs. For reports prepared on a cash basis, enter the amount of cash income received during the reporting period. For reports prepared on an accrual basis, enter the amount of income earned since the beginning of the reporting period. When the terms or conditions allow program income to be added to the total award, explain in remarks the source, amount and disposition of the income.
5	This space is reserved for an account number or other identifying numbers that may be assigned by the recipient.	10f	Enter amount pertaining to the non-Federal share of program activities included in the amount on line e.
8	Enter the start, end, and year of the beginning and ending of this report period. For formula grants that are not reported on a project basis, show the grant period.	10h	Enter total amount of unliquidated obligations on this project or program, not including amounts from obligations for other projects and programs. Unliquidated obligations are: Cash basis—obligations incurred but not paid; Accrued, non-cash basis—obligations incurred but for which no liability has yet been recorded. Do not include any amounts that have been included on lines a through g. On the final report, line h should have a zero balance.
10	The number of vertical columns (a) through (f) is to depend on the data for each program, function, and activity that the recipient approved by the Federal sponsoring agency. The total number of columns should be as specified on the forms in the instructions on the page that this report is prepared in, plus one in the case of the following: (a) forms, functions or projects should be shown in column (a) of the first page. For reports pertaining to a final Catalog of Federal Domestic Assistance program that do not require a further level of visibility classification by the recipient, enter the program (a) through (f) in the first column. For reports pertaining to a program that requires a further level of visibility classification by the recipient, use a further breakdown by function or activity, use a further breakdown for each program, and use available data to show activities in the final column. For reports that include budgetary information, using several columns of activities which are funded from different sources, prepare a separate form for each activity which is funded by the Federal Government.	10j	Enter the Federal share of unliquidated obligations on this project or program. This amount should be the difference between the amount on line h and i.
	Enter the total amount of unliquidated obligations on this project or program. This amount should be the difference between the amount on line h and i.	10k	Enter the number of unliquidated obligations on this project or program. This amount should be the difference between the amount on line h and i.
	Enter the total amount of unliquidated obligations on this project or program. This amount should be the difference between the amount on line h and i.	10m	Enter the unliquidated balance of Federal share. This amount should be the difference between line h and i.
	Enter the total amount of unliquidated obligations on this project or program. This amount should be the difference between the amount on line h and i.	10n	Enter rate in effect during the reporting period.
	Enter the total amount of unliquidated obligations on this project or program. This amount should be the difference between the amount on line h and i.	11c	Enter amount of the base to which the rate was applied.
	Enter the total amount of unliquidated obligations on this project or program. This amount should be the difference between the amount on line h and i.	11d	Enter total amount of indirect cost charged during the report period.
10b	Enter the total indirect program costs (less rebates, funds and other discounts) for this report period, including adjustments of cash received as program income. For reports that are prepared on a cash basis, enter the sum of total cash disbursements for direct and indirect, the amount of indirect costs, and the amount of indirect contributions. For reports prepared on an accrual basis, enter the sum of indirect costs, and the amount of indirect contributions. For reports prepared on an accrual basis, enter the sum of indirect costs, and the amount of indirect contributions. For reports prepared on an accrual basis, enter the sum of indirect costs, and the amount of indirect contributions. For reports prepared on an accrual basis, enter the sum of indirect costs, and the amount of indirect contributions.	11a	Enter amount of the Federal share charged during the report period. If more than one rate was applied during the project period, include a separate schedule showing basis against which the indirect cost rates were applied, the respective indirect rates the month, day and year the indirect rates were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.