

PS FAJ 006

CONTRACT AMENDMENT

TH

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

3. Contract/Agreement Number: AID/SOD/PDC-G-0213 : PDC - 0030 - G - GS - 0302 - 00		A-11
4. Contractor/Recipient Name: Private Agencies Collaborating Together, Inc.		5. Organization Symbol: PACT
6. Project Title:		

7. Project Officer's Name: Thomas Luche	8. Organization Symbol: FVA/PVC
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9. Requisitioning Document ID No: 932-0030-3828005	19. Budget Plan Code: EDAA82 13810 DG11 App. 72-11201021.6, A11. 246-38-099-00-76-33
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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	B
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20. Country or Region of Performance:	21. Total Estimated Cost of the Contractual Document: U.S. \$ <u>10,800,000</u> TEC Increased by <u>-0-</u>
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11. Amount of this PIO/T: U.S. \$ <u>0</u>
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22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ _____

12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <u>0</u>
--

23. Effective Date of this Action: <u>9/12/83</u>

13. Cumulative Obligation: U.S. \$ _____
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24. Estimated Completion/Expiration Date: <u>12-1-84</u>
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14. This Action Funded Through: <u>12/1/84</u>
--

25. Contractor DUNS Number: _____

15. Date Contractual Documents Signed by AID Official: <u>9/1/83</u>
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26. Consultant Type Award:

16. Incrementally Funded Contract:

27. Number of Person Months: (FASA/RSSA only)

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

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

18. Campus Coordinator: (Univ. Contracts)

29. Negotiator's Typed Name: <u>D. Lewis</u>
--

30. Negotiator's Signature: <u>[Signature]</u>
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31. Date Signed: <u>9/16/83</u>

32. Contract/Grant Officer's Organization Symbol: <u>SOD/PDC</u>
--

33. Contract/Grant Officer's Signature: <u>[Signature]</u>
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34. Date Signed: <u>1/1</u>

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 D. Other <input type="checkbox"/>
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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) 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
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36. ADVANCE: A. No Advance <input type="checkbox"/> B. Advance Non-FRLC C. Advance FRLC
--

38. Country of Manufacture: _____ (Specify)

ENTERED

[Signature]

2

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

ORIGINAL

12 SEP 1983

Mr. Robert F. O'Brien
Executive Director
Private Agencies Collaborating
Together, Inc.
777 United Nations Plaza
New York, NY 10017

Subject: General Support Grant No. AID/SOD/PDC-
G-0213 - Amendment No. 11

Dear Mr. O'Brien:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to extend the estimated completion date in order to permit expenditure and accounting for funds committed to overseas subgrantees prior to December 31, 1982. The total cumulative dollar obligation under this Grant remains \$10,800,000.

1. In the second paragraph of the Grant delete the date "December 31, 1982" and substitute in lieu thereof the date "December 31, 1984."

2. Attachment A - Purpose and Implementation of Grant - E. -Grant Term- Delete the date "December 31, 1982", in paragraph 1, and substitute in lieu thereof the date "December 31, 1984."

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 acknowledge your acceptance of this amendment by having an authorized official sign the original and seven (7) copies and return the original and six (6) copies to the Office of Contract Management.

Sincerely yours,



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

ACKNOWLEDGED:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY Robert F. O'Brien

TYPED NAME Robert F. O'Brien

TITLE Executive Director

DATE 9/21/83

Fiscal Data

Appropriation:	72-11201021.6
Budget Plan Code:	EDAA82 13810 DG11 (246-38-099-00-76-33)
PIO/T No:	3828005
Project No:	932-0030
Amount Obligated By This Amendment:	\$ -0-
Total Cumulative Obligation:	\$10,800,000

AID 1380-1
(10-79)

UNITED STATES INTERNATIONAL
DEVELOPMENT COOPERATION AGENCY
AGENCY FOR
INTERNATIONAL DEVELOPMENT

PIO/T

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1. Cooperating Country Centrally-
funded (Worldwide)

Page 1 of 1 Pages

2. PIO/T No.
3828005

3. Original or
Amendment No. 2

4. Project/Activity No. and Title

Private Agencies Collaborating Together, Inc.
(PACT)
932-0030

DISTRIBUTION

5. Appropriation Symbol
72-11201021.6

6. Allotment Symbol and Charge
246-38-099-00-76-33 ELAA82 13810 DG11

7. Obligation Status

Administrative Reservation Implementing Document

8. Project Assistance Completion Date
(Mo., Day, Yr.)
12/31/84

9. Authorized Agent

AID/W

10. This PIO/T is in full conformance with PRO/AG

Date

11a. Type of Action and Governing AID Handbook

AID Contract (MB 14) PASA/RSSA (MB 12) AID Grant (MB 13) Other

11b. Contract/Grant/PASA/RSSA
Reference Number (if this is an
Amendment)

AID/SOD/PDC-G-0213

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
		900,000	-	-	900,000
	B. U.S. Owned Local Currency				

13. Mission
References

14a. Instructions to Authorized Agent

CM/SOD/PDC is requested to extend the estimated completion date from December 31, 1982 to December 31, 1984. The purpose of this extension is to permit expenditure and accounting for funds committed to overseas subgrantees from previously (FY 82) obligated funds. All other provisions remain unchanged.

For further information as required contact G. Cavanaugh, FM/PAD (632-0104).

14b. Address of Voucher Paying Office

FM/PAD, 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.
235-1844

B. The statement of work is within the purview of the initiating activity of the program

Date

Thomas C. Luchte, FVA/PVC

Date 7/26/82

I.A. Heyman, FVA/PVC

8/11/83

C. *[Signature]*
S. Berger, FVA/PVC

Date 7-21-83

D. Funds for the services requested are available

[Signature]

E. *[Signature]*
N. McKav, FVA/PVC

Date 8/11/83

Barbara Williams, FM/PAD (info)

8/31/83

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 *[Signature]*

Date 8/2/83

Title

Title Louis Stamberg, D/D, FVA/PVC

5

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D.C. 20513

ORIGINAL

SEP 15 1982

AUG 31 1982

SEP 3 1982

Mr. Robert F. O'Brien
Executive Director
Private Agencies Collaborating
Together, Inc.
777 United Nations Plaza
New York, New York 10017

Subject: General Support Grant
No. AID/SOD/PDC-G-0213
Amendment No. 10

Dear Mr. O'Brien:

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 amends the subject Grant to extend the estimated completion date to December 31, 1982. The total amount obligated under this Grant remains \$10,800,000.

In the second paragraph of Grant Amendment No. 10, delete "August 31, 1982" and substitute in lieu thereof "December 31, 1982".

Attachment A, Purpose and Implementation of Grant, E. Grant Term. Delete "August 31, 1982" in paragraph "1" and substitute in lieu thereof "December 31, 1982".

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 acknowledge your acceptance of this amendment by having an

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authorized official sign the original and seven copies and return the original and six copies to the Office of Contract Management.

Sincerely yours,

Edward H Thomas

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

ACCEPTED:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY *Robert F O'Brien*

TYPED NAME Robert F. O'Brien

TITLE Executive Director

DATE September 7, 1982

Fiscal Data

Appropriation	72-1121021.6
Budget Plan Code	EDAA82 13810 DG11 (246-38-099-00-76-21)
PIO/T	3828005 A-1
Project	932-0030
Amendment amount	-0-

4

URGENT

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 Centrally-Funded	Page 1 of 1 Pages
		2. PIO/T No. 3828005	3. <input type="checkbox"/> Original or Amendment No. <u>1</u>
		4. Project/Activity No. and Title 932-0030 Private Agencies Collaborating Together (PACT)	

DISTRIBUTION	5. Appropriation Symbol 72-1121021.6	6. Allotment Symbol and Charge EDAA 82 13810 DG 11*
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo. Day, Yr.) 8/31/82
	9. Authorized Agent AID/W	10. This PIO/T is in full concurrence with PRO/AG AID/SOD/PDC-G-0213 Date 5/15/79
	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-0213

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	900,000			900,000
	B. U.S. Owned Local Currency				

13. Mission References	14a. Instructions to Authorized Agent SER/CM/SOD is requested to amend the subject grant to provide for an extension through 12/31/82. All other provisions of the PACT grant remain unchanged. N.B. - PACT is requesting this further extension (see 8/27/82 letter, attached) for the purpose of obligating re-fundings of activities with no new activity starts as intended in the original grant extension. * 246-38-099-00-76-21 14b. Address of Voucher Paying Office AID/FM/PAD, Washington, D.C. 20523
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REFERENCE:
 PIO/T 3828005
 8/82;
 grant amend-
 ment No. 9, 6/29/82

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 accurate FVA/PVC, T.C. Luche <i>[Signature]</i>	Phone No. 235-1684 Date 8/30/82	B. The statement of work lies within the purview of the initiating and approving agency programs FVA/PVC, I. Heyman <i>[Signature]</i>
C. <i>[Signature]</i> FVA/PVC, I.A. Heyman	Date	D. Funds for the services requested are available FM/PAD, Barbara Williams (for info)
E. <i>[Signature]</i> FVA/PPE, N. McKay	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>[Signature]</i> Date 8/31/82 Title FVA/PPC, Louis Stamberg, Deputy Director
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Private Agencies Collaborating Together 777 United Nations Plaza New York, NY 10017 (212) 697-6222

August 27, 1982

Mr. Thomas Luche
Program Grant Manager
Office of Private and Voluntary Cooperation
Agency for International Development
Department of State
Washington, D.C. 20523

Dear Mr. Luche:

Pursuant to our telephone conversation of 26 August, I wish to submit to AID a request for a time extension of our current grant agreement (AID-SOD-PDC-G-0213). This extension is proposed for a period of four months, through 12/31/82.

Amendment No.8 to this grant agreement provided an extension of the completion date to 8/31/82. This was intended to accomodate PACT's utilization of the supplemental grant of \$900,000 obligated via Amendment No.9.

In view of the delay in final approval of the supplement (June 29) and the re-scheduling of the PACT Project Selection Committee meetings, the full utilization of the \$900,000, as projected and agreed upon with AID, will not be effected until at least one additional (September 17) Project Selection Committee meeting has occurred.

PACT very much appreciates your assistance, Tom. Please let me know if you require additional information in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Robert F. O'Brien".

Robert F. O'Brien
Executive Director

RO'B/eml

ORIGINAL

JUL 12 1982

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

JUN 29 1982

Mr. Robert F. O'Brien
Executive Director
Private Agencies Collaborating
Together, Inc.
777 United Nations Plaza
New York, New York 10017

Subject: General Support Grant
No. AID/SOD/PDC-G-0213
Amendment No. 9

Dear Mr. O'Brien:

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 Private Agencies Collaborating Together, Inc. (hereinafter referred to as "PACT" or "Grantee") the additional sum of \$900,000 in support of the program described in the attachment to this Grant entitled "Purpose and Implementation of Grant", and your proposal entitled "PACT Grant Proposal to the A.I.D." dated December 6, 1978, revised. The total cumulative obligation under this Grant is now \$10,800,000.

This Grant amendment is effective as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period April 1, 1982 through August 31, 1982 (see Paragraph E of Attachment 1).

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.

REVALUATED ON PAGE 2

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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 Grant amendment, 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:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY: *Robert F. O'Brien*

TYPED NAME: Robert F. O'Brien

TITLE: Executive Director

DATE: June 30, 1982

Fiscal Data

Appropriation	72-1121021.6
Budget Plan Code	EDAA82 13810 DG11 (246-38-099-00-76-21)
PIO/T	3828005
Project	932-0030
Amendment amount	\$900,000

OIC 4190
FUNDS AVAILABLE

William
Vice President, Division
OFFICE OF FINANCIAL MANAGEMENT

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 Centrally-Funded	Page 1 of 1 Pages
		2. PIO/T No. 3828005	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project Activity No. and Title 932-0030 Private Agencies Collaborating Together (PACT)	

DISTRIBUTION	5. Appropriation Symbol 72-1121021.6		6. Allotment Symbol and Charge EDAA82 13810 DG11*																		
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date 8/31/82																		
	9. Authorized Agent AID/W		10. This PIO/T is in the process of being processed in PRO/AG AID/SOD/PDC-G-0213 Date 5/15/79																		
	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-0213																		
	12. Estimated Financing (A detailed budget in support of column 12) is attached as attachment no. _____																				
	<table border="1"> <thead> <tr> <th rowspan="2">Maximum AID Financing</th> <th rowspan="2">A. Dollars</th> <th>(1) Previous Total</th> <th>(2) Increase</th> <th>(3) Decrease</th> <th>(4) Total to Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>900,000</td> <td>-</td> <td>900,000</td> </tr> <tr> <td></td> <td>B. U.S. Owned Local Currency</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date				900,000	-	900,000		B. U.S. Owned Local Currency			
Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease			(4) Total to Date														
					900,000	-	900,000														
	B. U.S. Owned Local Currency																				

13. Mission References

PIO/T 3811925,
Amendment 3,
3/9/82

14a. Instructions to Authorized Agent

SER/CM/SOD is requested to amend the subject grant to provide additional funding of \$900,000 for grant operations through the extension period of 8/31/82. Funds herein provided shall be used to fund ongoing projects and operating costs but no new activity starts. All other provisions of the PACT grant remain unchanged.

*246-38-099-00-76-21

14b. Address of Voucher Paying Office

AID/FM/PAD, 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. 235-1684	B. The statement of work is available for review of the initiating and approved agency programs	Date 6/2/82
FVA/PVC, T. C. Luche	Date 6/6/82	FVA/PVC, J. Austin Heyman	
C.	Date	D. Funds for the services requested are available	
FVA/PVC, S. Bergen		FUNDS RESERVED BY	
E.	Date	Barbara Williams 6/29/82	
FVA/PPE, Nancy McKay	6/28/82	FM/PAD, Barbara Williams	

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 *Louis Stamberg* Date **6/28/82**

Title **FVA/PPE, Louis Stamberg, Deputy Director**

APR 29 1982

ACTION MEMORANDUM FOR THE ASSISTANT ADMINISTRATOR, FVA

FROM: FVA/PVC, Thomas H. Fox

THF

Problem: Your approval is requested to amend the general support grant to Private Agencies Collaborating Together (PACT) by providing an additional \$900,000 and to increase the life-of-project cost by \$400,000.

Discussion: The current general support grant of \$9,900,000 (authorized LOP level, \$10,400,000) was to terminate March 31, 1982. An unfunded time extension through August 31, 1982 has already been executed. It was our intention to invite and review a proposal for a subsequent grant but due to delays in beginning the final PACT grant evaluation caused by PVC staff turnover and complicated negotiations with the evaluation contractor and PACT, the final evaluation report will not be available until April 30.

An oral review of the evaluation findings took place on March 15, jointly with PACT. The evaluation team leader reported very positively on PACT funded projects, (75% fall into the acceptable to excellent category) and on the PACT process. Despite some annoyance expressed by PACT members or grantees due to the tenacity of PACT's questioning during project reviews, the evaluator concluded that the process improved project design and represented PVO field staff concerns. The evaluators found no serious or obvious reason which would warrant a suspension in funding of PACT's activities pending agreement on the new grant.

We have explored with PACT their pipeline situation and the implications of delay in obtaining a new grant. While PACT might manage some months by reallocating program funds to cover operating costs, we consider it unwise to proceed in this way. Given the past and current relationship of AID and PACT (we virtually founded PACT—and remain its principal support), an orderly review of past performance and future relationships can be achieved by an extension without jeopardizing program activity presently being funded by AID and the PVO members of PACT. The complete evaluation will be an essential component of this process.

PACT intends to submit a proposal for a new grant by May 5. We estimate it will take a few months to complete the review process and structure and process a new grant.

At our request, based on the approval in principle of the Acting Assistant Administrator last January, PACT has submitted a proposal for a five month funded extension. This proposal provides for use of the funds remaining from the current grant balance to continue the on-going program but restricts extension funding (\$900,000) to minimum operations, i.e.; funding of ongoing projects and operating costs, through August 31, 1982. A summary budget table is attached.

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Recommendation: That you sign this Action Memorandum indicating your approval of the continuation and additional funding of the current general support grant to PACT in the amount of \$900,000 through August 31, 1982.

Approved: W. P. Koch
Disapproved _____
Date Mar 12, 1982
1

Attachment:
PACT Summary Budget Table
Action Memorandum of January 26, 1982

Clearances:
FVA/PVC, A. Heyman (draft) 4/8/82
FVA/PPE, Lou Stamberg (draft) 4/8/82
PPC/PB, W. Schoux (Subs) 4/29/82

Drafter: FVA/PVC:  T. L. Cheismis: 4/6/82: X51684

4/09/82

PACT EXTENSION BUDGET TABLE

	\$000's FY 81 Budget 6/1/81-3/31/82	FY 82 (Extension) Budget 4/1/82 - 8/31/82
I. Technical Assistance Fund/ Project Fund Grants	<u>5,000</u>	<u>1,080</u>
Carry-Over	-	545 <u>a/</u>
AID	2,450	535
Non-AID	2,550	-
II. Supportive Activities Grants and Programs	<u>560</u>	<u>195</u>
Carry-Over	-	165 <u>a/</u>
AID	410	-
Non-AID	150	30
III. Operating Expenses	<u>690</u>	<u>370</u>
Carry-Over	-	-
AID	640	365
Non-AID	50	5
IV. Totals	<u><u>6,250</u></u>	<u><u>1,645</u></u>
Carry-Over	-	710 <u>a/</u>
AID	3,500	900 <u>New Authorization Request</u>
Non-AID	2,750	35

a/ Carry-over represents uncommitted funds remaining from the current grant level of \$9.9 million. Does not include non-AID funding.

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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.
 Mission - 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.

3/11/82

Contractor/Grantee Name

PRIVATE AGENCIES COLLABORATING TOGETHER (PACT)

PIO/T Number 3811925 A3	Appropriation Number 72-1111021.6	Allotment Number 146-38-099-00-76-23	Project Number 932-0030
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Project Title

Amount of this PIO/T -0-	Project Manager's Name and Office Symbol FVA/PVC, T. C. Luche	Contractor's D-U-N-S Number
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Negotiator's Typed Name D. Schult	Signature <i>Smothery C. Schult</i>	Date
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Contract/Grant Officer's Typed Name Ed. Thomas	Signature <i>EHT</i>	Date 12 Mar 82
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PART IB.

Contract/Grant Number AID/SOD/PDC-G-0213	Type Order	Order Number	Amendment/Modification Number <i>8</i>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 3/11/82
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PART II.

Effective Date of Document 3/31/82	Signature Date of Document 3/10/82	Estimated Completion Date 8/31/82	Contract/Grant funded through (date) 8/31/82
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Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action -0-	Cumulative Obligation thru this Action 9,900.00
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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 CK, CPFF, CS, CPAF, CPIF) _____
- 3. Cooperative Agreement
- 4. Grant - General Support*
- 5. Grant - Specific Support* **1-1982**
- 6. Grant - 211(d)*
- 7. Do Not Use **GENERAL**
- 8. IOCs
- 9. Host Country Contract/Grant*

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4 & FPR 1-2.4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.10)
- D. FJ. 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
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- 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)

18

ORIGINAL

MAR 18 1982

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

MAR 10 1982

Mr. Robert F. O'Brien
Executive Director
Private Agencies Collaborating
Together, Inc.
777 United Nations Plaza
New York, New York 10017

Subject: General Support Grant
No. AID/SOD/PDC-G-0213
Amendment No. 8

Dear Mr. O'Brien:

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 amends the subject Grant to extend the estimated completion date to August 31, 1982. The total amount obligated under this Grant remains \$9,900,000.

In the second paragraph of Grant amendment No. 6, delete "March 31, 1982" and substitute in lieu thereof "August 31, 1982".

Attachment A, Purpose and Implementation of Grant, E. Grant Term. Delete "March 31, 1982" in paragraph "1" and substitute in lieu thereof "August 31, 1982"

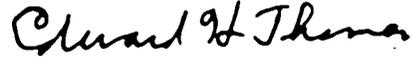
Except as expressly herein amended, the subject Grant is in all respects ratified, confirmed and continued in full force and effect in accordance with its terms.

Please acknowledge your acceptance of this amendment by having an

19

authorized official sign the original and seven copies and return the original and six copies to the Office of Contract Management.

Sincerely yours,



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

ACCEPTED:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY 

TYPED NAME Robert F. O'Brien

TITLE Executive Director

DATE March 16, 1982

Fiscal Data

Appropriation	72-1111021.6
Allotment	146-38-099-00-76-23
PIO/T	3811925, A-3
Project	932-0030
Amendment amount	-0-

20

AID 1380-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country Centrally Funded	Page 1 of 1 Pages
		2. PIO/T No. 3811925	<input type="checkbox"/> Original or Amendment No. <u>3</u>
		4. Project/Activity No. and Title 932-0030 Private Agencies Collaborating Together (PACT)	

DISTRIBUTION	5. Appropriation Symbol 72-1111021.6		6. Allotment Symbol and Charge 146-38-099-00-76-23		
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.)		
	9. Authorized Agent AID/W		10. This PIO/T is in full conformance with PRO/AG AID/SOD/PDC-G-0213 Date 5/15/79		
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (MB 14) <input type="checkbox"/> PASA/RSSA (MB 12) <input type="checkbox"/> AID Grant (MB 13) <input checked="" type="checkbox"/> Other		11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) AID/SOD/PDC-G-0213		
	12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)				
	Maximum AID Financing	A. Dollars	(1) Previous Total 3,500,000	(2) Increase	(3) Decrease
B. U.S. Owned Local Currency					
13. Mission References	14a. Instructions to Authorized Agent SER/CH/SOD is requested to amend grant AID/SOD/PDC-G-0213 to PACT to provide for an extension of the duration of the grant through 8/31/82. All other provisions of the PACT grant remain unchanged.				
	14b. Address of Voucher Paying Office AID/FM/PAD, 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		B. The statement of work files with the purview of the initiating and approved agency programs	
FVA/PVC, T.C. Luche		Phone No. 31684	Date 3/8/82
C. FVA/PPE, Nancy McKay		D. Funds for the services requested are available (info) FM/PAD, Barbara Williams	
E.		Date 3/9/82	
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 <u>Louis Stamberg</u> Date <u>3/9/82</u>	
Title _____		Title FVA/PPE, Louis Stamberg, Deputy Director	

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.

1/4/82

Contractor/Grantee Name

PRIVATE AGENCIES COLLABORATING TOGETHER (PACT)

PIO/T Number 3811925	Appropriation Number 72-1111021.6	Allotment Number 146-38-099-00-76-23	Project Number 932-0030
--------------------------------	---	--	-----------------------------------

Project Title

Grant

Amount of this PIO/T \$-0-	Project Manager's Name and Office Symbol FVA/PVC, Thomas Luche	Contractor's D-U-N-S Number
--------------------------------------	--	-----------------------------

Negotiator's Typed Name D. Schott HARLESS	Signature <i>D. Schott</i>	Date 1/22/82
---	-------------------------------	------------------------

Contract/Grant Officer's Typed Name Ed. Thomas	Signature <i>EHT</i>	Date 4 Jan 82
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PART IB.

Contract/Grant Number 0213 AID/SOD/PDC-G-8228W	Type Order	Order Number	Amendment/Modification Number 7	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 1/4/82
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PART II.

Effective Date of Document 1/8/82	Signature Date of Document 1/8/82	Estimated Completion Date 3/31/82	Contract/Grant funded through (date) 3/31/82
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action -0-	Cumulative Obligation thru this Action 9,900,000

PART III.

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

M03 - TYPE ACTION

- 0. Contract/Grant/Cooperative Agreement
- 1. Task Order (BOA)*
- 2. Work Order (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, CPAE, CPIE) _____
- 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
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- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
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- 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)

JD

JAN 29 1982

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

JAN 08 1982

Mr. Robert G. O'Brien
Executive Director
PRIVATE AGENCIES COLLABORATING
TOGETHER, INC.
777 United Nations Plaza
New York, NY 10017

SUBJECT: General Support Grant
No. AID/SOD/PDC-G-0213
Amendment No. 7

Dear Mr. O'Brien:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to add to Part C. of Attachment A the following:

"3. Evaluation of the Grant

The Grantee will fund approximately one-third of the evaluation cost (\$18,826) which will be payable to the Contractor, Robert R. Nathan Associates, upon completion of the evaluation."

The cumulative obligation of funds remains unchanged at \$9,900,000.

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

Sincerely yours,

Edward H. Thomas

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

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ACCEPTED:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY: Robert F. O'Brien

TYPED NAME: Robert F. O'Brien

TITLE: Executive Director

DATE: January 19, 1982

Fiscal Data

Appropriation No.:	72-1111021.6
Allotment No.:	146-38-099-00-76-23
PIO/T No.:	3811925, A#2
Project No.:	932-0030
Grant Amount:	\$-0-
Cumulative Total:	\$9,900,000.00

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action
Monitor S.L.

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.

9/25/81

Contractor/Grantee Name

PIO/T Number 3811925 <i>A1</i>	Appropriation Number 72-1111021.6	Allotment Number 146-38-099-00-76-11	Project Number 932-0030
-----------------------------------	--------------------------------------	---	----------------------------

Project Title

Private Agencies Collaborating Together (PACT)

Amount of this PIO/T <i>\$100 000 increase</i>	Project Manager's Name and Office Symbol <i>FVA/PVC, Rose Bigelow</i>	Contractor's D-U-N-S Number
Negotiator's Typed Name <i>D. Schult</i>	Signature <i>Dorothy C. Schult</i>	Date
Contract/Grant Officer's Typed Name <i>Edward Thomas</i>	Signature <i>EHT</i>	Date <i>28 Sep 81</i>

PART IB.

Contract/Grant Number <i>AID/SOD/PDC-G-0213</i>	Type Order	Order Number	Amendment/Modification Number <i>6</i>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office <i>9/25/81</i>
--	------------	--------------	---	---

PART II.

Effective Date of Document <i>9/28/81</i>	Signature Date of Document <i>9/28/81</i>	Estimated Completion Date <i>3/31/82</i>	Contract/Grant funded through (date) <i>3/31/82</i>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <i>100,000</i>	Cumulative Obligation thru this Action <i>9,900,000</i>

PART III.

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

Rec'd. for Validation 9/28/81

M03 - TYPE ACTION

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

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- 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____
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- 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.

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- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

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- D. Individual (Personal Service)
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- G. Private Voluntary Organization (PVO)
- H. International Agricultural Research Organization
- I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (HB 13, Chapter 5)

STAT Section
OCT 20 1981

M06 - TYPE SERVICE

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- 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)
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- J. Individual Non-Personal Service Contract - Minority
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- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

25

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

ORIGINAL

OCT 19 1981

OCT 19 1981

SEP 28 1981

Mr. Robert G. O'Brien
Executive Director
PRIVATE AGENCIES COLLABORATING
TOGETHER, INC.
777 United Nations Plaza
New York, NY 10017

SUBJECT: General Support Grant
No. AID/SOD/PDC-G-0213
Amendment No. 6

Dear Mr. O'Brien:

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 Private Agencies Collaborating Together, Inc. (hereinafter referred to as "PACT" or "Grantee") the additional sum of \$100,000 in support of the program described in the attachment to this Grant entitled "Purpose and Implementation of Grant", and your proposal entitled "PACT Grant Proposal to the A.I.D." dated December 6, 1978, revised. The total cumulative obligation under this Grant is now \$9,900,000.

This Grant amendment is effective as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period June 1, 1981 through March 31, 1982 (see Paragraph E of Attachment 1).

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.

REPRODUCED ON PAGE 2

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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 original and six (6) copies of this Grant amendment, 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:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY: *Robert F. O'Brien*

TYPED NAME: Robert F. O'Brien

TITLE: Executive Director

DATE: October 14, 1981

Fiscal Data

Appropriation No.: 72-1111021.6
Allotment No.: 146-38-099-00-76-11
PIO/T No.: 3811925, A-1
Project No.: 932-0030
Grant Amount: \$100,000

etc. 4190

FUNDS AVAILABLE

SEP 24 1981

[Signature]
Program Acct. Division
OFFICE OF FINANCIAL MANAGEMENT

SEP 23 1981

MEMORANDUM

Date September 23, 1981

TO : Distribution

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

SUBJECT: Grant No. AID/SOD/PDC-G-0213 between A.I.D. and
Private Agencies Collaborating Together.

This transmits one copy of an advance agreement dated June 29, 1981. This Agreement is also amendment No. 5 to the subject grant.

The purpose of this Amendment is the implementation of OMB Circular A-122.

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

DISTRIBUTION:

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

Contracting Officer, CM/ SOD/PDC , E. Thomas

Project Manager, PDC/PVC, E. Glaeser

USAID/ _____

STAT Section

SEP 24 1981

ENTERED

28

UNITED STATES INTERNATIONAL COOPERATION AGENCY
Agency for International Development
Washington, D.C. 20523

ORIGINAL

ADVANCE AGREEMENT ON COST PRINCIPLES

Date June 29, 1981

SUBJECT: Cost Principles for Non-profit Organizations for Use in Contracts,
Grants and Cooperative Agreements with the Agency for International
Development (AID)

CONTRACTOR: Private Agencies Collaborating Together
or
777 United Nations Plaza
RECIPIENT: New York, NY 10017

PART I

The acquisition/assistance instruments listed in Part II of this amendment are hereby amended as follows:

- A. The cost principles applicable to this contract/grant/cooperative agreement are set forth in Subpart 1-15.6-Contracts with Nonprofit Organizations of the Federal Procurement Regulations. All references to "Subpart 1-15.2-Contracts with Commercial Organizations" shall be deleted wherever they appear, and in their place reference to "Subpart 1.15-6--Contracts with Nonprofit Organizations" shall be inserted.
- B. Subpart 1-15.6 reserves the sections on bid and proposal costs and independent research and development costs. A.I.D. and the contractor/recipient hereby agree upon the following treatment of these costs, pending such time as the FPR is amended to include them.
 1. Bid and proposal costs. Bid and proposal costs are the immediate costs of preparing bids, proposals, and applications for potential Federal and non-Federal grants, contracts and agreements, including the development of scientific, costs, and other data needed to support the bids, proposals, and applications. Bid and proposal costs of the current accounting period are allowable as indirect costs. Bid and proposal costs of prior accounting periods are unallowable in the current period. In this regard, bid and proposal costs incurred for the preparation of requests for specific projects and programs are acceptable for recovery as indirect costs. However, proposal costs incurred in the attempt to obtain unrestricted funds are to be treated as fund raising and must be included in the organization's direct cost base. Bid and proposal costs do not include independent research and development costs which are covered by paragraph (2) below, or preaward costs covered by Attachment B, Paragraph 33, of OMB Circular A-122. (FPR 1-15.603-2)
 2. Independent research and development costs. Independent research and development is research and development conducted by an organization which is not sponsored by Federal or non-Federal grants, contracts or other agreements. Independent research and development costs must be included in the organization's direct cost base for allocation of its proportionate share of indirect costs. The costs of independent research and development, including its proportionate share of indirect cost, are unallowable under AID agreements.

x 79

ORIGINAL

C. This amendment is effective on July 1, 1981.

PART II

The changes cited above in Part I of this amendment are incorporated into the A.I.D. Washington issued acquisition/assistance instruments cited below. This amendment does not change any monetary ceiling or obligation provided for in the documents listed below or any other agreement between the parties.

Contract/Grant Cooperative Agreement No.

Amendment No.

AID/SOD/PDC-G-0213

5

SEP 21 5 21 PM '81
SERVICES
DIVISION

Accepted:

By: *Alison N. Smith*
Signature

Alison N. Smith

Printed or Typed Name

Associate Director
Title

Sept. 14 1981
Date

Donald B. Dickie
Donald B. Dickie

Contracting/Grant Officer
Overhead and Special Costs Branch
Services Operations Division
Office of Contract Management
Agency for International Development

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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.

6/4/81

Contractor/Grantee Name

PRIVATE AGENCIES COLLABORATING TOGETHER

PIO/T Number 3811925	Appropriation Number 72-1111021.6	Allotment Number 146-38-099-00-76-11	Project Number 932-0030
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Project Title

Amount of this PIO/T \$3,400,000	Project Manager's Name and Office Symbol PDC/PVC, Edward Glaeser	Contractor's D-U-N-S Number
--	--	-----------------------------

Negotiator's Typed Name Ms. Schult	Signature <i>Donothy C. Schult</i>	Date
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Contract/Grant Officer's Typed Name Ed. Thomas	Signature <i>EHT</i>	Date 4 Jun 81
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PART IB.

Contract/Grant Number AID/SOD/PDC-G-0213	Type Order	Order Number	Amendment/Modification Number 4	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 6/4/81
--	------------	--------------	---	--

PART II.

Effective Date of Document 6-8-81	Signature Date of Document 6-8-81	Estimated Completion Date 3-31-82	Contract/Grant funded through (date) 3-31-82
---	---	---	--

Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action 3,400,000	Cumulative Obligation thru this Action 9,800,000
---	---	--	--

PART III.

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

M03 - TYPE ACTION

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

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

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc.)
- 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____
- 2. Cost Reimbursement (Specify: CR, 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)

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ORIGINAL

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

JUN 18 1981

08 JUN 1981

Mr. Robert G. O'Brien
Executive Director
Private Agencies Collaborating
Together, Inc.
777 United Nations Plaza
New York, New York 10017

Subject: General Support Grant
No. AID/SOD/PDC-G-0213
Amendment No. 4

Dear Mr. O'Brien:

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 Private Agencies Collaborating Together, Inc. (hereinafter referred to as "PACT" or "Grantee") the additional sum of \$3,400,000 in support of the program described in the Attachment to this Grant entitled "Purpose and Implementation of Grant, and your proposal entitled "PACT Grant Proposal to the AID" dated December 6, 1978, revised. The total cumulative obligation under this Grant is now \$9,800,000.

This Grant amendment is effective as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period June 1, 1981 through March 31, 1982 (see Paragraph E of Attachment 1). Commitments of carry-over funds in an amount not to exceed \$300,000 are authorized through March 31, 1982.

The Grant is hereby further amended as follows:

PREPARED ON PAGE 3

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ATTACHMENT A, PURPOSE AND IMPLEMENTATION OF GRANT, Paragraph B. Activities:

1. Project Promotion, Selection and Funding. In the last sentence, delete "Project Selection Criteria" and substitute in lieu thereof "Project Fund Guidelines".

2. Project Selection Criteria. Delete the title "Project Selection Criteria" and substitute in lieu thereof "Project Fund Guidelines". Delete paragraphs "a" through "i" in their entirety and substitute in lieu thereof PACT "PROJECT FUND" dated March 1980, Attachment I hereto. Add the following new paragraph: "PACT shall ensure that activities funded by the Project Fund do not overlap with or duplicate activities supported by A.I.D. through other means such as Matching Grants or Operational Program Grants. Project Fund resources also shall not support project development costs for OPG or other Mission-supported activity unless agreed to in advance by PDC/PVC."

3. Project Proposal Coverage. Delete the title "Project Proposal Coverage" and substitute in lieu thereof "PACT Support for Consortia". Delete paragraph "3" in its entirety and substitute in lieu thereof the following: "PACT is authorized under this Grant to support overseas consortia using the guidelines and procedures set forth in "PACT Support to Consortia" dated October 31, 1980, Attachment II hereto."

Add new paragraph "6".

"6. PACT Membership Policy

PACT's membership guidelines as approved by the PACT Board of Directors in 1980 shall apply to this Grant. See Attachment III hereto "Membership Policy" dated February 29, 1980 and revised June 6, 1980."

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. Please return the original and six copies of this Grant amendment, 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:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY *Robert F O'Brien*

TYPED NAME Robert F. O'Brien

TITLE Executive Director

DATE June 15, 1981

01C 4190
FUNDS AVAILABLE

JUN 15 1981
Robert F O'Brien
DIVISION
OFFICE OF FINANCIAL MANAGEMENT

Fiscal Data

Appropriation	72-1111021.6
Allotment	146-38-099-00-76-11
PIO/T	3811925
Project	932-0030
Grant amount	\$3,400,000

PRIVATE AGENCIES COLLABORATING TOGETHER INC.

777 UNITED NATIONS PLAZA NEW YORK NY 10017 212 697 6222

PROJECT FUND

This guide is designed to assist agencies that wish to apply to the PACT Project Fund for a grant.

PACT hopes that agencies will consider this guide as the beginning of a dialogue and not as a set of rigid and permanent rules for project applications. During the application process, PACT Staff will explain PACT's procedures and assist agencies in preparing information on their projects.

CONTENTS

- SECTION I. Organizations that may apply for grants
- SECTION II. Types of projects eligible for grants
- SECTION III. Duration of Support
- SECTION IV. Project Fund Policy Guidelines
- SECTION V. Procedures for Project Review and Selection
- SECTION VI. Evaluation and Reporting
- SECTION VII. Preparation of Project Fund Applications

March 1980

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SECTION I: Organizations that may apply for grants

Legally established, private, nonprofit organizations working in developing countries.

Examples of eligible organizations:

- Private and voluntary organizations (PVOs) and non-governmental organizations (NGOs)
- Community groups and cooperatives
- International, national, or regional consortia or federations of the abovementioned organizations

Project activities must be located in developing countries, but there is no preference as to the location of the agency applying for the grant (e.g., Asia, Africa, Latin America, North America, Europe, Australia).

SECTION II: Types of projects eligible for grants

Project Fund grants are intended for field-level projects where activities: (a) directly involve beneficiaries; and (b) anticipate observable changes at this level.

PACT has no preference in terms of:

- Sector (e.g., health, agriculture, small business)
- Type of activities (e.g., nonformal training, community development, food production)
- Geographical setting (urban or rural)

Project Fund grants are not made for:

- Sectarian or partisan political activities
- Disaster relief or food distribution
- Academic research
- Scholarships, endowments, building construction, purchase of vehicles or heavy equipment
- Operating or administrative costs not associated with specific projects
- Government salaries or government costs

SECTION III: Duration of Support

PACT is concerned that the local commitment be evident both in spirit and in resources. PACT does not wish to create dependency and projects receiving grants are expected to achieve progressively longer-term financial stability.

Although PACT makes grants on a yearly basis, an agency that requests funding for more than one year can expect multiple year funding provided that project progress is satisfactory. The Project Selection Committee reviews and reaffirms each subsequent year's support approximately three months before the end of the previous annual funding period.

SECTION IV:

Project Fund Policy Guidelines

PACT has established the following five criteria as the basis for judging the eligibility of projects for funding:

1. The project should aim at improving the conditions of life of beneficiaries who have limited access to resources.
2. The project should address a locally-determined need.
3. The project should contribute to the capacity of the beneficiaries to plan and manage the use of their own and/or outside resources.
4. The project should promote collective action among beneficiaries so that they respond not individually but together to their common needs.
5. The project should include contributions by beneficiaries of ideas, time and materials.

In order to meet these criteria, PACT believes that projects should have certain characteristics:

1. Project Context

The project should:

- make the best possible use of local resources (human, material, and organizational).
- take into account the roles and needs of the various members of the community.
- respect the local culture.

- preserve or enhance the ecological balance of the area.
- utilize technology that can be assimilated by the beneficiaries.
- be of an appropriate cost in relation to local levels of wealth and expected results.
- benefit the greatest number of people possible, regardless of sex, religion, or political affiliation.

2. Participation

Beneficiaries should increasingly be involved in:

- Identification of needs and selection of solutions.
- Identification of risks.
- Design of the project.
- Implementation of the project.
- Continuous assessment of the project.

Beneficiaries should increasingly share the costs of the project by means of cash or in-kind contributions.

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SECTION V: Procedures for Project Review and Selection

The PACT project review and selection process normally consists of the following steps:

1. The agency submits a brief concept paper of not more than five pages describing the project, the agency, the total costs, and the amount likely to be requested from PACT.
2. PACT Staff contact the agency and advise it whether or not to submit a full Project Fund Application.
3. Generally, a member of the PACT Staff arranges a visit to discuss the project with the agency.
4. Staff advise the agency of the deadline for submission of its Project Fund Application.
5. When both PACT Staff and the agency are satisfied that the Project Fund Application is ready, the Staff prepare a review and recommendation. The agency will receive a copy of the Staff review and recommendation, when possible before the Project Selection Committee meeting.
6. The Staff review and recommendation and the Project Fund Application are then submitted to the Project Selection Committee.

The Project Selection Committee, composed of seven members, none of whom are salaried employees or interested parties of a member agency, meets every three months to select projects for funding.

7. Representatives of the requesting agency, after discussion with Staff, may wish to make an oral presentation to the Project Selection Committee.
8. When the Committee approves support for a project, PACT Staff prepare an agreement with the recipient agency. This Grant Agreement outlines the activities of the project, the budget and administrative arrangements, and the terms and conditions of the Grant.

SECTION VI: Evaluation and Reporting

PACT views evaluation as a practical tool that can assist the requesting agency and the beneficiaries to adjust plans and activities to changing circumstances, to assess the ongoing process of the project, and to analyze the results and their consequences for the agency, the beneficiaries, and the community in which the project is located.

PACT itself does not evaluate projects, but rather requests that PACT Staff be kept informed regularly of the requesting agency's monitoring and assessment of the project. This regular reporting is designed to enable PACT to: (1) ensure the responsible management of its monies; and (2) to act as a partner with the agency, without threatening the agency's autonomy.

PACT does not expect the agency to know in advance the precise results expected from the project. At the time of the Project Fund Application, however, the requesting agency should give indications of the nature and extent of the benefits that are expected. Ongoing evaluation activities conducted during the project should assist the agency to adjust its estimates and plans.

A. Evaluation

PACT recognizes that a variety of methodologies, procedures, and techniques may be used in evaluation and encourages each agency to design a plan that will best meet its needs. The following four sections describe the elements that should be included in whatever evaluation design is chosen.

1. Monitoring of Activities

Adjustments and changes in a project are more important to its success than rigid adherence to original plans. By comparing actual activities to those planned, agencies are encouraged to make appropriate adjustments.

Questions an agency may wish to ask in monitoring activities include:

- What activities have been carried out during the period under review?
- How do they compare with previously planned activities?
- What changes in plans are necessary?

2. Assessment of Progress

Assessments of progress the project is making towards

in the project, i.e., at times when it is reasonable for the agency and the beneficiaries to review a completed set of activities.

Questions an agency may wish to ask at key stages in the project include:

-What have the activities achieved

--for the institutions participating in the activities?

--for the beneficiaries of the project?

-Have there been any unanticipated events or results?

--positive?

--negative?

-How have the activities contributed to the progress of the project toward its intended results?

-Are any changes needed in the agency's estimate of the mid- and long-term changes in the project area and in the lives of beneficiaries?

3. Analysis of Results

The implications of the progress achieved for the project area and the lives of the beneficiaries should be analyzed at the time results can be observed.

Questions an agency may wish to ask include:

-What changes are occurring in the project area as a consequence of project activities?

-How do these changes compare with those previously anticipated?

-What is the beneficiaries' assessment of these changes?

-What is the agency's assessment of these changes?

4. Lessons Learned

At the end of PACT's financial involvement, PACT would like to meet with the agency and, when appropriate, the beneficiaries in a spirit of partnership and mutual respect to review the project experience. The purpose of this meeting is to enable each participant to discuss and consider the lessons it has learned and the implications for the beneficiaries, the requesting agency, the PACT Staff, and the PACT membership.

B. Reporting

During the process of preparing a Project Fund Application, PACT Staff will discuss with the requesting agency the timing and format of its reports to PACT.

An agency receiving a grant from PACT undertakes to provide two types of reports:

1. Financial: quarterly reporting on the use of PACT funds.
2. Narrative: periodic (need not be on a quarterly basis) reporting on the monitoring of activities. At the appropriate times the reports should also include information on the assessment of progress and the analysis of results. Generally, the first assessment of progress should take place prior to the review by PACT of second-year funding for the project.

SECTION VII: Preparation of Project Fund Applications

Applications should not be more than fifteen pages in length. Agencies are requested to be as specific as possible and to refer to the Project Fund Policy Guidelines on Pages 4 and 5.

A. General Information

1. Project Title
2. Name and Address of requesting agency
3. Brief description of requesting agency, its previous experience, and its current staffing.

The review process will be faster and easier if the requesting agency follows the sequence of questions below:

B. Project Information

1. What problem does the project address?
2. What results does the project expect to achieve?
 - during the period of PACT funding?
 - in the long term?
3. What activities will be carried out to achieve the expected results?
4. How and by whom will the activities be organized and managed?
5. What are the key stages of the project by activity and by date? (Give implementation schedule if appropriate).
6. a) Who are the people whose needs are being addressed?
 - b) What are the limits on their access to resources (e.g., income-earning opportunity, education, health care, power, land, food, water)?
 - c) How does their situation compare to that of others in the area?
 - d) What will be their involvement in the various stages of the project?

7. How does the project relate to local, regional, or national problems, plans and ongoing activities?
8. In implementing the project, is the requesting agency collaborating with any other organization or is any collaboration foreseen during the project?
9. a) What factors outside of the requesting agency's control are likely to facilitate the success of the project?

b) What factors outside of the requesting agency's control are likely to impede the success of the project?
10. How and when will the project's progress be assessed and its results analyzed?

C. Financial Information

11. What is the budget for the project in the first year? (See the suggested format on Pages 12 and 13).
12. What amounts are likely to be requested in each subsequent year?
 - a) from PACT?
 - b) from other sources?
13. What plans are there for obtaining long-term financial stability?
14. If the project is approved, by what means should grant payments be sent, e.g., PACT check, cable transfer, bank name and address, bank account name and number?

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PROJECT BUDGET FORM

Please refer to the explanatory notes on page 14.

First Year

	From _____	to _____		
Total	PACT	Local (1)	Other (2)	

Specify cash expenditure only (3)

1. Salaries:

----- e
 ----- e
 ----- e
 ----- e

TOTAL Salaries

2. Employee Benefits

3. Other personnel costs

4. Consultants

TOTAL Personnel Costs

5. Travel

6. Equipment

7. Office Expenses

8. _____

9. _____

10. _____

11. Overhead/Indirect Costs

TOTAL PROJECT COSTS

Indicate exchange rate if U.S. dollars not used.

(1), (2), and (3) see next page.

PROJECT BUDGET FORMAT

1. Sources for local (Indicate with an asterisk * which contributions are firm commitments):

<u>Source</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Sources for Other (Indicate with an asterisk * which contributions are firm commitments):

<u>Source</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____

3. In-kind Contributions

Describe any in-kind contributions, e.g., labor, land, office space. (It is not necessary to estimate the value of the donated goods/services).

11)

EXPLANATORY NOTES FOR PROJECT BUDGET FORMAT

1. Salaries

Indicate salaries separately for each position.

2. Employee Benefits

Indicate employee benefits related to the salaries in Category I.

3. Other Personnel Costs

Indicate cost-of-living, housing, education or other allowances related to the salaries in Category 1.

4. Consultants

Indicate payments to consultants.

5. Travel

Distinguish between local and international travel costs, and itemize separately expenses such as vehicle maintenance, per diem, etc.

6. Equipment

Although PACT cannot fund equipment costs, indicate the equipment required for the project.

7. Office Expenses

Itemize separately expenses such as telephone, postage, office supplies, rent, etc.

8., 9., 10., etc.

If there are costs which have not been included above, list them separately, using as many lines as necessary.

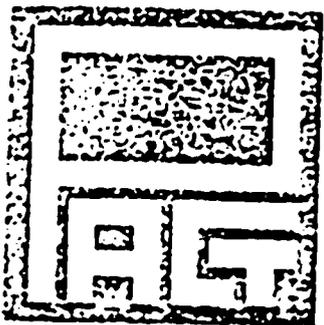
11. Overhead and/or Indirect Cost Rates

Indicate, in a footnote, how such costs/rates were determined.

In general, PACT will not grant more than 25 percent of the direct cash costs of a project for such purposes.

PACT Staff is willing to work with agencies not familiar with procedures for determining overhead rates.

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PRIVATE AGENCIES COLLABORATING TOGETHER INC.

777 UNITED NATIONS PLAZA · NEW YORK N.Y. 10017 212-697-6222

October 31, 1980

TO: Member Agencies
 FROM: PACT Staff **R70B**
 SUBJECT: PACT Support to Consortia

A. INTRODUCTION

At the June 1980 meeting, the Board of Directors authorized the exploration of a number of new policies that would give to PACT greater flexibility in responding to the needs of private agencies. Support for consortia in Africa, Asia, and Latin America was identified as the area which should be investigated immediately.

The policy guidelines below have been approved by the PACT Executive Committee and have been submitted to AID. They cannot be implemented until AID approval has been given since they are viewed as a modification of the present PACT/AID grant agreement.

We are circulating them now within the membership and invite your comments and reactions to them. The pending application to AID for approval does not preclude consortia from submitting requests and opening discussions with the PACT staff, although no action on proposals can be taken until the necessary authorization from AID is received.

B. BACKGROUND: Existing PACT Support to Consortia

Being itself a consortium, PACT has historically fostered links with other consortia.

1. Three of the members are consortia.
2. Staff have worked with a number of consortia or groups of agencies seeking to form consortia both in the U.S. and in other countries.

3. Financial assistance from the Supportive Activities Fund has been given to seven consortia for general administrative expenses: CONGAT - Togo; ZCSD - Zambia (2 grants); OCAT - Chile; OCIT - Colombia; SPONG - Upper Volta; CCARD - Cameroon; and I.E.D. on behalf of U.S. Hispanic agencies.
4. A \$400,000 two-year grant from the Project Fund was given to Solidarios for a loan fund for projects of member agencies.

C. LIMITATIONS OF EXISTING PACT SUPPORT

Grants from the Supportive Activities Fund are limited to \$5,000/year. With the exception of a three-year grant to ZCSD, each of the grants has been for one year only.

Recent requests from consortia for larger, longer-term support do not fit the guidelines of the Project Fund which limit grants to field-level projects. Consortia are requesting assistance in covering consortia services such as technical assistance to members, workshops, and communications. Under present policy, PACT cannot respond to these requests.

D. RATIONALE FOR PACT SUPPORT TO CONSORTIA

The rationale for support is based both on: 1) the specific needs of PACT as a donor agency and as a consortium which includes U.S.-based members; and 2) the assumption that consortia play a useful role in the local context which is commensurate with PACT's philosophy of development.

1) PACT:

-PACT considers it has a special mandate to support consortia.

-By relating to consortia, PACT can substantially increase the number of agencies it and its U.S.-based members are in contact with in Asia, Africa and Latin America. This is more efficient than establishing relationships with individual agencies.

-Support to consortia is de facto a way of furthering collaboration among private agencies.

-Operating with a small staff in New York, PACT needs to develop a network of partner institutions in different countries. Consortia can assist in:

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- a. understanding a country, the needs, and the development agencies and projects
- b. identifying and assessing projects for PACT funding
- c. providing technical assistance to agencies in project planning, proposal writing, implementation and evaluation
- d. monitoring projects.

-By strengthening a local organization, PACT can begin the process of eventually moving the focus of decisions regarding the allocation of resources closer to the field.

-U.S.-based PVOs are increasingly acting as support partners to local PVOs. Consortia can play an important role in fostering these relationships.

2) Local context:

-Local consortia are uniquely suited to act as intermediaries in the relationship between outside donors and small, local PVOs.

-Local consortia provide a forum for the common interests of small PVOs. This can be useful in relating not only to external organizations, but also to government and other institutions within the country.

-Services provided by local consortia to their members can increase the capacities of those agencies to implement development projects.

E. NEED OF CONSORTIA FOR SUPPORT

Consortia are generally not supported solely by their members; like PACT, they appear to need external grant support to cover the costs of services to members. Consortia are attracting increasing interest from foreign donors, but judging from the requests received by PACT in recent months, their needs are not being met. To some extent, donors appear more willing to provide block grants, for either loans or grants, which the consortia disburse to field-level projects. The requests to PACT have been primarily for assistance in meeting the general costs of consortium services and activities. The block grants provided by other donors, in fact, increase the need for more general forms of support, since the grants do not always adequately cover the increased staff and support capacity necessitated by the new role assumed by the consortium.

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F. PROPOSED PACT CONSORTIA PROGRAM

1. General Principles

- Financial support should be viewed as only one means of assisting consortia and of developing a partnership between PACT and local agencies. It should be reserved for consortia with which PACT has established a relationship that shows promise of further growth.
- PACT support should be designed to assist consortia in providing technical assistance and services to their members. (Grants for individual field-level projects of member agencies will continue to be funded under the criteria and procedures of the Project Fund. PACT's New Funding Committee will be considering the introduction of a policy on block grants which might be applicable to consortia).
- PACT will require the same degree of accountability and reporting that it does for other grants.
- The program should be viewed as experimental and should be initiated on a modest basis during the first year. This will a) permit PACT to assess the program before a greater commitment is made; and b) will ensure that appropriate attention can be given to the establishment of closer relations with the consortia being assisted.
- PACT should take care not to foster dependence on it by a consortium; grants, therefore, should be limited in size, duration, and as a proportion of the consortium's budget.
- A grant to a consortium will not affect applications from individual members of that consortium for other forms of PACT assistance.
- Grants will be for specific activities and services and consortia will be expected to present a design and implementation plan for the activities for which assistance is requested.

2. Eligible Organizations

Consortia, federations, or confederations of private non-profit, non-governmental organizations that have:

- legal status as a non-profit organization
- headquarters and a majority of members located in an African, Asian, or Latin American country

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- a minimum of six members
- member organizations involved in the implementation of development projects
- a mandate to promote coordination among PVOs
- a mandate to provide technical assistance and services to members
- independence of any government
- sources of non-governmental financial support
- some financial support from membership

Since the program is being initiated on an experimental basis, PACT has chosen to restrict its first efforts to consortia operating in single countries and will not provide support to regional or international groupings. Also excluded are federations of cooperatives and associations based on religious or political considerations.

3. Operating Criteria

- Grants to any consortium will not exceed \$100,000 per year
- Initial grants may be made for up to three years, usually on a declining basis.
- Consortia seeking grants must give evidence of planning for the continued support of activities and services once PACT funding has terminated.
- Grants will not exceed 33% of the consortium's operating expenses in any year. The operating expenses are considered to include: administrative expenses, staff salaries and the cost of activities and services of the consortium such as technical assistance, communications and publications, workshops, training. Excluded are loan funds or grant funds administered for distribution to other organizations.

4. Administration of Program

- The PACT Staff will visit a consortium prior to the final processing to a request.
- The PACT Executive Director will submit a written review and recommendation together with the consortium's proposal to the Chairperson of the PACT Board of Directors and the Chairperson of the PACT Project Selection Committee. 53

decision on funding will be made by the Chairperson of the Board and the Chairperson of the Project Selection Committee.

-Consortia receiving support will be required to submit quarterly financial reports and semi-annual narrative reports. These will be reviewed and monitored by PACT Staff and reported on to the Chairperson of the Board and the Chairperson of the Project Selection Committee.

-Funds will be obligated for one year at a time. Decisions on second and third-year funding will be made by the Chairperson of the Board and the Chairperson of the Project Selection Committee on the recommendation of the Executive Director.

PRIVATE AGENCIES COLLABORATING TOGETHER INC.

777 UNITED NATIONS PLAZA NEW YORK NY 10017 212 697 6222

MEMBERSHIP POLICY

I. Introduction

In various documents, a general description of PACT, its goals, its activities and the principles that guides its actions are presented. The purpose of these pages is to state the policy, criteria and procedures which presently define the meaning of membership in PACT, and constitute PACT's "Membership Guidelines".

It is not the intent of these guidelines to establish an exclusive grouping of private agencies, nor to establish a vehicle for assessing the capability and competence of private agencies. It is the intent of these guidelines to establish reasonable membership eligibility requirements, while accepting the fact that PACT has functions beyond the limits of its membership, and a responsibility to seek to improve the effectiveness of private agencies in development projects.

PACT is an international organization and is committed to achieving a truly international membership. No geographical preference is given to any region of the world.

There is no limit to the number of members of PACT. PACT is not intended to be an exclusive grouping, although all members must meet the criteria established for membership.

PACT is concerned to preserve and develop the particular competencies of individual member agencies. It is important that

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each agency retain autonomy in its operations while seeking ways of collaborating and cooperating with other agencies.

PACT encourages and seeks to facilitate the development of international and indigenous consortia. Membership by consortia in PACT is an effective way of increasing contacts among larger numbers of private agencies.

II. Meaning of Membership

A. Membership in PACT signifies a commitment to:

1. Improving the conditions of life of people who have limited access to resources in developing countries.
2. Increasing the effectiveness of the role of private agencies in development activities.
3. Preserving and strengthening the private and independent status of private agencies.
4. Achieving the objectives of private agencies through collaboration when such collaboration enhances the benefits to those with limited access to resources in developing countries.
5. A belief that private agencies, by striving to operate, communicate, educate and generate resources collaboratively (as well as individually) can have a greater effect.
6. Facilitating an international networking of private agencies, especially insofar as this promotes the exchange of information and experience.
7. The principles and goals of PACT, as expressed in the "Statement of Philosophy" and "Articles of Incorporation"

B. Benefits of Membership

1. PACT Staff are available to be of service to Members in U.S. and overseas.
2. PACT Members have access to the experience and expertise of the broad range of member agencies.
3. Member agencies have priority access to PACT Staff in the course of the proposal review.
4. Supportive Activities Funds, Services and programs are intended primarily for Members and Project-Funded Agencies. This constitutes a major role for and benefit from PACT.
5. Cost savings provided via combined services and group plans.
6. Eligibility for election to Board of Directors.
7. Potential for increased financial resources.
8. Right to influence development and organization and policy of PACT.
9. Advocacy in Washington, D.C. and other information exchange.
10. Linkage to national and international organizations.

C. Responsibilities of Membership (Revision Required)

1. Participation in activities and meetings.
2. Responsiveness to other members.
3. Payment of dues and other financial obligations on schedule.
4. Adequate accountability for financial assistance received.

III. Application For Membership

A. Criteria

1. Private, not-for-profit, non-governmental legal status.
2. Existing program/project activities of benefit to PVOs, consistent with goals and priorities of PACT.
3. Record of financial responsibility and accountability.
4. Qualifications of professional staff.
5. Experience of working with PACT and/or PACT member agencies.
6. Evidence of institutional capability to accomplish objectives.
7. Openness to collaboration with PVOs.
8. Professional standards of fund-raising.

B. Procedures for Application and Approval

1. A letter of intent should be sent to PACT.
2. A preliminary response is returned by PACT.
3. Formal application for membership will be preceded by a dialogue during the prospective member agency familiarizes itself with PACT and vice versa.

As part of the familiarization process, it is desirable that the prospective member meet with other PACT members.

4. When the agency reaches a conviction that institutional affiliation with PACT is desirable and feasible, a letter of application is addressed to PACT, Inc., 777 United Nations Plaza, New York, New York 10017, accompanied by the following material:

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- a. A brief statement of why the organization wants to become a member of PACT and what it believes it can offer to and receive from the consortium effort.
 - b. Statutes/Bylaws/Constitution/Charter or similar documentation.
 - c. Certificate of tax-exempt status (if applicable)
 - d. Most recent Annual Reports and financial statements
 - e. List of members (organizations and/or major individuals)
 - f. List of Members of Board of Directors
 - g. Summary of past, current and planned activities, projects, and, in particular, anticipated projects with PACT.
 - h. Recent publications, press releases, brochures or other informational materials.
5. The applying organization may, of course, supply any other of its materials which it judges to be of interest to PACT. Likewise, PACT will gladly provide any desired further information and guidance on membership application procedures.
6. Whenever appropriate, a visit by PACT to the applying organization, and/or to a project of the applying organization, will be arranged.
7. The application submission is reviewed by the Executive Committee. This submission, if the recommendation of the Executive Committee is positive, is circulated to the member agencies for their comments. Election to membership requires approval by 2/3 of the Board of Directors.

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IV. Membership Dues

\$350 annual dues for Third World based organizations. All others \$1,000 annual dues.

V. Periodic Membership Review

The review and renewal of commitment by a member agency and PACT should take place after the first year of membership, and every three years thereafter. This is consistent with the belief that membership in PACT should provide real benefits for all concerned and that a periodic review of the range of relationships should help maintain a healthy atmosphere for discussion, growth and partnership.

This review policy stems from a directive from the PACT Board of Directors:

"A need exists for a Membership Review policy and process. Such a process should be essentially a self-review by both the member agency and PACT, a two-way review of the appropriateness of membership and future expectations."

It is hoped that these membership reviews will result in a frank and open exchange of views between PACT Staff and the member agencies, as well as afford a useful forum for agencies to review their role in PACT and the appropriateness and desirability of continued participation in the consortium. They will also provide the occasion for agencies to reflect on PACT as an organization and to discuss its operations with PACT Staff.

An annual schedule of membership review meetings will be prepared and circulated in January of each year. A suggested outline of topics to be discussed in the meeting will be exchanged

Participation by members of the respective Board of Directors will be discussed and agreed upon prior to each meeting.

A report and recommendation will be prepared within thirty days by both the member agency and PACT, following each membership review meeting and submitted to the Executive Committee for review at its next regularly scheduled meeting.

ORIG: 2-29-80

REV: 6-6-80

bl

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.

2/24/81

Contractor/Grantee Name

PRIVATE AGENCIES COLLABORATING TOGETHER

PIO/T Number 932-0030-73-3805216 AI	Appropriation Number 72-1101021.6	Allotment Number 046-38-099-00-76-13	Project Number 932-0030
---	---	--	-----------------------------------

Project Title

Private Agencies Collaborating Together

Amount of this PIO/T \$0	Project Manager's Name and Office Symbol PDC/PVC, Edward Glaeser	STAT Section	Contractor's D-U-N-S Number
Negotiator's Typed Name D. Scholt	Signature <i>[Signature]</i>	MAR 16 1981	Date
Contract/Grant Officer's Typed Name Ed. Thomas	Signature EHT	ENTERED	Date 24 Feb 81

PART IB.

Contract/Grant Number AID/SOD/PDC-G-0213	Type Order	Order Number	Amendment/Modification Number 3	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 2/24/81
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PART II.

Effective Date of Document 2-24-81	Signature Date of Document 2-24-81	Estimated Completion Date 5-31-81	Contract/Grant funded through (date) 5-31-81
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action -0-	Cumulative Obligation thru this Action 6,400,000

PART III.

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

M03 - TYPE ACTION

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

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

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc.)
- 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____
- 2. Cost Reimbursement (Specify: CR, 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)

[Handwritten initials]

ORIGINAL

MAR 16 1981

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

FEB 27 1981

24 FEB 1981

Mr. Robert F. O'Brien
Executive Director
Private Agencies Collaborating
Together, Inc.
777 United Nations Plaza
New York, New York 10017

Subject: General Support Grant
AID/SOD/PDC-G-0213
Amendment No. 3

Dear Mr. O'Brien:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Grant is hereby amended to extend the funding period from February 28, 1981 to May 31, 1981. The total cumulative obligation under this Grant remains \$6,400,000.

In the second paragraph of Grant amendment No. 2, delete "February 28, 1981" and substitute in lieu thereof "May 31, 1981".

Please acknowledge your acceptance of this amendment by having an authorized official sign the original and seven (7) copies and return the original and six (6) copies to the Office of Contract Management.

Sincerely yours,

Edward H. Thomas

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

ACCEPTED:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

By *Robert F. O'Brien*

Typed Name Robert F. O'Brien

Title Executive Director

Date February 27, 1981

RECEIVED

MAR 1 1981

SER/CM/SD/SUP

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Fiscal Data

Appropriation	72-1101021.6
Allotment	046-38-099-00-76-01
PIO/T	932-0030-73-3805216
Grant amount	-0-

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>Private Agencies Collaborating Together</i>			
PIO/T Number <i>3805216</i>	Appropriation Number <i>72-1101021.6</i>	Allotment Number <i>046-38-091-00-76-C1</i>	Project Number <i>932-0030</i>
Project Title			
Amount of this PIO/T <i>3,500,000</i>	Project Manager's Name and Office Symbol <i>Ed Glaeser PDC/PVC/OPNS</i>		Contractor's D-U-N-S Number
Negotiator's Typed Name <i>NARLESS</i>	Signature <i>S. Harcus</i>		Date <i>3/27/80</i>
Contract/Grant Officer's Typed Name <i>THOMAS</i>	Signature <i>ET</i>		Date <i>3/27/80</i>

PART IB.

Contract/Grant Number <i>AID/300/PDC-6-0213</i>	Type Order	Order Number	Amendment/Modification Number <i>2</i>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office <i>2/24/80</i>
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PART II.

Effective Date of Document <i>3/27/80</i>	Signature Date of Document <i>3/27/80</i>	Estimated Completion Date <i>2/28/81</i>	Contract/Grant funded through (date) <i>2/28/81</i>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <i>3,500,000</i>	Cumulative Obligation thru this Action <i>6,400,000</i>

PART III.

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

M03 - TYPE ACTION

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

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

M04 - CONTRACT/GRANT TYPE

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

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4 & FPR 1-2.4)
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- C. A & E (AIDPR 7-4.10)
- D. Id. Inst. and/or Int'l Research (AIDPR 7-4.57)
- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
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- 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

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- 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
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- I. Translation Service

M07 - TYPE CONTRACTOR/GRANTEE

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

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- 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

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- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
- F. Not Small Business Contract - Non-Minority
- G. Not Small Business Contract - Minority
- H. Individual Non-Personal Service Contract - Non-Minority
- I. Individual Non-Personal Service Contract - 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

4/12/80
ENTERED

(Continued on Page 2)

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APR 25 1980

ORIGINAL

Mr. Robert F. O'Brien
Executive Director
PRIVATE AGENCIES COLLABORATING
TOGETHER, INC.
777 United Nations Plaza
New York, NY 10017

MAR 2 1980 FUNDS AVAILABLE

Date	4/10/80
Project No.	932-0030
Obligation No.	3815216
Subject Class.	4150
Allocation	446-38049-00-76-01
Amount	\$3,500,000.00
By (Initials)	Brilliant
AID FOR EM-RSD	

Subject: General Support Grant
AID/SOD/PDC-G-0213
Amendment No. 2

Dear Mr. O'Brien:

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 Private Agencies Collaborating Together, Inc. (hereinafter referred to as "PACT" or "Grantee") the additional sum of \$3,500,000 in support of the program of providing technical cooperation services for the benefit of low-income people as they seek to meet human needs as more fully described in the Attachment to this Grant entitled "Purpose and Implementation of Grant" and your proposal entitled "PACT Grant Proposal to the AID" dated December 6, 1978, revised and "Revised Budget for PACT/AID Grant" dated December 4, 1979.

This Grant amendment is effective as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period March 1, 1980 through February 28, 1981 (See Paragraph E of Attachment 1). Commitments of carry-over funds in an amount not to exceed \$600,000 are authorized through February 28, 1981.

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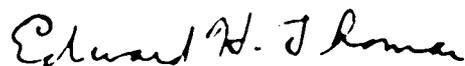
The total cumulative obligation under the grant is now \$6,400,000.

The additional grant obligation is made to PACT on the condition that the funds will be administered essentially as described in your proposal and 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.

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 copies of this Grant, including all those stamped "Funds Available" to the Office of Contract Management.

Sincerely yours,



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

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ACCEPTED:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY: Robert F. O'Brien

TYPED NAME: Robert F. O'Brien

TITLE: Executive Director

DATE: 18 April 1980

Fiscal Data

PIO/T Number : 932-0030-73-3805216
Appropriation: 72-1101021.6
Allotment : 046-38-099-00-76-01
Amount : \$3,500,000

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ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR
INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

PACT, Inc

(Name of Grantee)

(hereinafter called the "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, 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.

PACT, Inc

(Grantee)

BY (Signature) Robert F. O'Brien

TITLE Executive Director

TYPED NAME Robert F. O'Brien

DATE 18 April 1980

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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>Private Agencies Collaborating Together</i>			
PIO/T Number <i>N/A</i>	Appropriation Number <i>N/A</i>	Allotment Number <i>N/A</i>	Project Number
Project Title <i>N/A</i>			
Amount of this PIO/T <i>N/A</i>	Project Manager's Name and Office Symbol <i>Ed Glaeser PDC/PUC/OPNS</i>		Contractor's D-U-N-S Number
Negotiator's Typed Name <i>HARLESS</i>	Signature <i>S. Harless</i>		Date <i>3/7/80</i>
Contract/Grant Officer's Typed Name <i>SWIDER</i>	Signature <i>[Signature]</i>		Date <i>3/7/80</i>

PART IB.

Contract/Grant Number <i>AID/500/PDC-6-0213</i>	Type Order	Order Number	Amendment/Modification Number <i>1</i>	Date PIO/T Received by CM/SD/SUP or Mission Contract Office <i>12/17/79</i>
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PART II.

Effective Date of Document <i>12/17/79</i>	Signature Date of Document <i>12/17/79</i>	Estimated Completion Date <i>3/31/80</i>	Contract/Grant funded through (date) <i>3/31/80</i>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <i>-0-</i>	Cumulative Obligation thru this Action <i>2,900,000</i>

PART III.

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

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

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

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc.)
- 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____
- 2. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPI) _____
- 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)

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MAR 13 1980

ORIGINAL

DEC 17 1979

Mr. Robert F. O'Brien
Executive Director
PRIVATE AGENCIES COLLABORATING
TOGETHER, INC.
777 United Nations Plaza
New York, NY 10017

SUBJECT: Grant (General Support) No.
AID/SOD/PDC-G-0218
Amendment No. 1

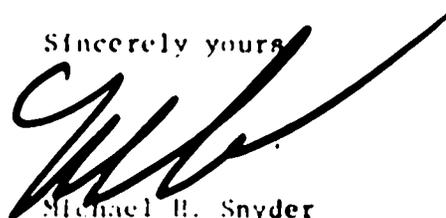
Dear Mr. O'Brien:

Pursuant to the authority contained in the Foreign Assistant Act of 1961, as amended, the subject grant is hereby amended to delete Standard Provision No. 29 - "Procurement of Commercial Goods and Services over \$250,000" and insert in lieu thereof the attached Provision No. 29 - "Procurement of Goods and Services". The cumulative obligation of funds remains unchanged at \$2,900,000.

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

Sincerely yours



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

ORIGINAL

ACCEPTED:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY: Robert F. O'Brien

TYPED NAME: Robert F. O'Brien

TITLE: Executive Director

DATE: January 14, 1980

Enclosures: as stated, h/w

??

PROCUREMENT OF GOODS AND SERVICES

1. The following 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. Geographic Source and Order of Preference

1. 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, the costs of which are to be reimbursable 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., A.I.D. Geographic Code 935) in accordance with the following orders of preference:

2. Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in "A" 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:

- a. The procurement was of an emergency nature which would not allow for the delay attendant to soliciting U.S. sources.
- b. The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source.
- c. Impelling local political considerations precluded consideration of U.S. sources.
- d. 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.

- II. The following provision is applicable when the total procurement element of this Grant exceeds \$250,000:

- A. Except as authorized in the Schedule of this Grant or otherwise in writing by the Grant Officer, the authorized geographic source code for the procurement of commercial goods and services with A.I.D. funds under this Grant is A.I.D. Geographic Code 000 (e.g., the United States).

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Local cost financing authorized hereunder shall be in compliance with such policies and procedures as the Grant Officer may prescribe.

III. The following provisions shall apply to all procurement under this Grant:

A. Ineligible Goods and Services

Under no circumstances shall the Grantee procure any of the following with A.I.D. funds made available 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
6. Weather modification equipment

For a more detailed discussion of the subject, see A.I.D. Handbook 1, Supplement B, paragraph 4D.

If A.I.D. 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 A.I.D. the entire amount of the purchase.

B. Restricted Goods

The Grantee shall not procure any of the following goods or services from a non-U.S. source (i.e., other than A.I.D. 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
7. U.S. Government owned excess property

For a detailed discussion of the subject, see A.I.D. Handbook 1, Supplement B, paragraph 4C.

If A.I.D. 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 A.I.D. the entire amount of the purchase.

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C. 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 0 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 0 to OMB Circular No. A-110 and have been approved by A.I.D. or another Federal department or agency, the Grantee shall furnish the Grant Officer with 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 A.I.D. Handbook 13, Chapter 1, paragraph 1U).

D. Small Business

To permit A.I.D., 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 A.I.D. funds under this Grant, the Grantee shall, to the maximum extent possible, provide the following information to the Small Business Office, A.I.D. 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 description and quantity of goods or services.
2. Closing date for receiving quotations, proposals, or bids.
3. Address where invitations or specifications can be obtained.

E. Ineligible Suppliers

Funds provided by A.I.D. 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 A.I.D. Regulations 8, "Suppliers" (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. A.I.D. will provide the Grantee with this list.

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CONTRACT

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

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

SER/CM/SD/SUP Action Office **SD/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 3 Contracting Officer's Copy; Copy 4 SER/CM/SD/SUP Admin. (Suspense) Copy. Missions. Complete 3 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy, and Copy 2 will be retained in the Missions

PART I.

Contractor/Grantee Name **PRIVATE AGENCIES Collaborating Together**

PIOT Number 3899223	Appropriation Number 72-11912316	Allotment Number 946-35-019-00-70-91	Project Number 732-0030
Project Title			
Amount of this PIOT 2,900,000	Project Manager's Name and Office Symbol ERWIN W. WENDT		Contractor's D-U-N-S Number
Negotiator's Typed Name SKOW	Signature <i>S. Harlow for Skow</i>		Date 5/15/79
Contract/Grant Off. or's Typed Name M. Snyder	Signature <i>[Signature]</i>		Date 5/15/79

PART II.

Contract/Grant Number AID/SO/PDC-6-0213	Type Order	Order Number	Amendment/Modification Number	Date PIOT Received by CM/SD or Mission Contract Office 3/15/80
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PART III.

Effective Date of Document 4/1/79 790515	Signature Date of Document 5/15/79	Estimated Completion Date 3/31/80	Contract/Grant funded through (date) 3/31/80
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/ Subobligated by this Action 2,900,000	Cumulative Obligation thru this Action 2,900,000

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.

- 22. TYPE ACTION**
- Contract/Grant/Cooperative Agreement
- Task Order (BOA)*
- Work Order (IOC)*
- Delivery Order (Requirements)*
- Purchase Order
- 1, 2, or 3 have an 'X', complete M13 ONLY.
- 24. CONTRACT/GRANT TYPE**
- MOA, (BOA, BMA, etc.)
- Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____
- Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) _____
- Cooperative Agreement
- Grant - General Support*
- Grant - Specific Support*
- Grant - 211(d)*
- Do Not Use
- IOCs
- Host Country Contract/Grant* (complete ONLY through M51.)
- 25. 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)
1. Inst. and/or Inst Research (AIDPR 7-4.57)
2. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-2.101-50(b)(3))
- G. Unsolicited Proposal (AIDPR 7-2.101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-2.101-50(b)(1))
- L. Sole Source (AIDPR 7-2.101-50(b)(4))
- J. Impediment of Foreign Policy Objectives (AIDPR 7-2.101-50(b)(7))
- K. 8(a) Selection (FPR 1-1.712-1)
- 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 7-2.101-50(b)(3))
- 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
- L. Transition 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 (Woman 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 (Unw., Non-Profit, Large Firms) Non-Minority
- L. Not Small Business (Unw., Non-Profit, Large Firms) Minority
- M. U.S. Government

M99 - CONTRACTING PARTIES

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

M10 - PRIVATE VOLUNTARY ORGANIZATION

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

M11 - ADVANCE

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

M12 - COUNTRY OF PERFORMANCE

(Specify) Worldwide

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
- Other (Specify) _____

M16 - CURRENCY INDICATOR

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

M17 - SUBCONTRACTING CODE

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

M18 - 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

M19 - 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

M16 - 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

M17 - AFFIRMATIVE ACTION PLAN ON FILE

- YES NO

M18 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

- YES NO

M60 - INCREMENTAL FUNDED CONTRACT

- YES NO

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID?

- YES NO

M63 - EXTENT OF COMPETITION IN NEGOTIATION

COMPETITIVE

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

NON-COMPETITIVE

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

- B2. Follow-on After Competition
- B9. Other (Specify) _____

M65 - TYPE OF BUSINESS

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

M66 - COST ACCOUNTING STANDARDS

- Required Not Required

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

M68 - WOMEN OWNED BUSINESS

- YES NO

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

M70 - LABOR SURPLUS AREA (LSA) PREFERENCE

(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)

M103 thru M151 are required for AID reporting; M156 thru M170 are required for the Office of Federal Procurement Policy reporting. SER/CM has no control over those elements.

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Private Agencies Collaborating Together 777 United Nations Plaza New York, NY 10017 (212) 697-6222

August 27, 1982

Mr. Thomas Luche
Program Grant Manager
Office of Private and Voluntary Cooperation
Agency for International Development
Department of State
Washington, D.C. 20523

Dear Mr. Luche:

Pursuant to our telephone conversation of 26 August, I wish to submit to AID a request for a time extension of our current grant agreement (AID-SOD-PDC-G-0213). This extension is proposed for a period of four months, through 12/31/82.

Amendment No.8 to this grant agreement provided an extension of the completion date to 8/31/82. This was intended to accomodate PACT's utilization of the supplemental grant of \$900,000 obligated via Amendment No.9.

In view of the delay in final approval of the supplement (June 29) and the re-scheduling of the PACT Project Selection Committee meetings, the full utilization of the \$900,000, as projected and agreed upon with AID, will not be effected until at least one additional (September 17) Project Selection Committee meeting has occurred.

PACT very much appreciates your assistance, Tom. Please let me know if you require additional information in this matter.

Sincerely,

Robert P. O'Brien
Executive Director

RO'B/eml

12 JUL 1979

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

MAY 15 1979

ORIGINAL

Mr. Robert P. O'Brien
Executive Director
Private Agencies Collaborating Together, Inc.
777 United Nations Plaza
New York, N. Y. 10017

FUNDS AVAILABLE	
Date	5/17/79
Project No.	732-0030
Obligation No.	3899223
Project Class	490
Account	44-38174 00-7691
Amount	\$2,900,000.00
By (Initials)	Williams
AID STREAM 85D	

Subject: Grant (General Support)
No. AID/SOD/PDC-G-0213

Dear Mr. O'Brien:

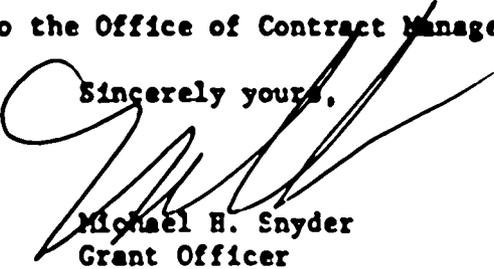
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to Private Agencies Collaborating Together, Inc. (hereinafter referred to as "PACT" or "Grantee") the sum of \$2,900,000 in support of the program of providing technical cooperation services for the benefit of low-income people as they seek to meet human needs as more fully described in the Attachment to this Grant entitled "Purpose and Implementation of Grant" and your proposal entitled "PACT Grant Proposal to the AID" dated December 6, 1978, revised (Attachment C).

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 ^{to} ~~April~~ ^{March} 1, 1979 through March 31, 1980 (See Paragraph E of Attachment - 1). This Grant is made to the PACT, on condition that

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the funds will be administered essentially as described in you proposal and 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. 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 and Compliance and the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,



Michael H. Snyder
Grant Officer
Chief, PDC Branch
Services Operations Division
Office of Contract Management

Attachments:

- A. Purpose and Implement of Grant
- B. Standard Provisions
- C. Grantee Grant Application/Proposal
- D. Statement of Assurance of Compliance

ACCEPTED:

PRIVATE AGENCIES COLLABORATING TOGETHER, INC.

BY: Robert F. O'Brien

TYPED NAME: Robert F. O'Brien

TITLE: Executive Director

DATE: 29 June 1979

Appropriation No.: 72-1191021.6
Allotment No. : 946-38-099-00-76-91
Obligation No. : 932-0030-73-38-99223
Amount : \$2,900,000

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PURPOSE AND IMPLEMENTATION OF GRANT

A. Purpose

The purpose of this Grant is to provide support for the Grantee's program to expand and strengthen private and voluntary organizations' capabilities to provide economic assistance to development programs which will enable people in less-developed countries, especially in the lower levels of the social and economic order, to meet their own and their communities' needs through improved self-help capabilities and increased employment and income.

B. Activities

The Grantee, an international consortium of private development agencies, is designed to promote a coordinated approach to the planning and implementation of programs. The coordinated approach, utilizing the technical specialities of the participating agencies as well as their own contributions to the programs undertaken, should (1) enhance the quality, (2) increase the quantity, and (3) stimulate the donation of funds from the private sector for application to the development needs of the target communities and groups in LDCs. Accordingly, the Grantee will undertake the following activities:

1. Project Promotion, Selection and Funding:

The Grantee, as a headquarters organization will not itself implement projects. PACT will act as a partner at all levels of collaborative programming in the development of projects for PACT members, as well as for non-members and other development organizations participating in projects being considered

Attachment A

for contributions from the PACT Technical Assistance Fund. PACT, utilizing its headquarters' staff, specialists from member agencies and other sources, will support the development process through identifying project opportunities, contacting potential collaborators, assisting in the design of projects and in the monitoring and evaluation of projects.

To be eligible for funding from this Grant, projects must meet the PACT Project Selection Criteria set forth below.

2. Project Selection Criteria:

- a. Projects should generally include at least one member agency plus one or more member or non-member agencies and should be related to their individual competencies;
- b. Projects should be designed to benefit low-income groups;
- c. Projects should attempt to meet important locally defined needs;
- d. Projects should involve the beneficiary groups in planning and implementation;
- e. Projects should include realistic levels of monetary and/or "in-kind" commitments from the beneficiary groups;
- f. Projects should be directed towards local control and operation within a specific time period;
- g. Projects should reflect a realistic degree of economic and/or social impact in relation to cost;
- h. Project designs should include clearly defined objectives, activities and progress indicators;

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Attachment A

1. PACT will include in its project identification and design procedure a procedure for taking into consideration the foreseeable environmental consequences of proposed activities, in the same manner as considering technical or economic aspects of the activity, and where appropriate, consideration of alternatives.

PACT will determine the suitability of its internal procedures applicable to the development and presentation of projects for the consideration of the Project Selection Committee.

3. Project Proposal Coverage

Proposals for the consideration of the PACT Project Selection Committee should incorporate the following information reflecting comprehensive planning:

- a. A project summary including the problem being addressed;
- b. Description of the economy, geography and the local problems, needs and priorities, as well as other on-going development efforts;
- c. Specific, measurable, end-of-project objectives sought by each participating agency;
- d. Achievement Indicators by agency, by three month periods;
- e. Description of specific activities planned by each participating agency to achieve the project objective;
- f. An implementation schedule;
- g. Examples of the collaboration in implementation to take place among the project participants;

Attachment A

- h. Economic and social impact anticipated and not now being met by other assistance sources;
- i. Local participation, including role of local elements in project development;
- j. Technical feasibility and economic viability; and a
- k. Detailed project budget.

3. Project Selection and Project Funding: The Project Selection Committee

PACT undertakes to continue its on-going practice of according to the independent Project Selection Committee the ultimate responsibility for taking action on project proposals and extensions of existing projects for PACT Technical Assistance Fund contributions. Further particulars of the Project Selection Committee follow:

- a. The Project Selection Committee is a standing Advisory Committee appointed by the Board of Directors of PACT, Inc. (Of. Article XI of Bylaws);
- b. The Committee is composed of six members, none of whom are salaried employees or interested parties of a member agency;
- c. Nominations for membership on this Committee are prepared by the Nominating Committee of the Board of Directors which invites all member agencies to submit nominations;
- d. The term of appointment is two years, with appointments made so that a staggered basis of tenure is achieved. Committee members may be re-elected;

Attachment A

- e. Regular meetings of the Committee are scheduled every two months. Schedules are prepared on an annual basis, Special meetings may be called by the Committee Chairperson or by the Executive Director;
- f. The members of this Committee do not receive any remuneration for their services. Expenses of attendance at each regular or special meeting of the Committee are reimbursed;
- g. The Project Selection Committee is answerable to the Board of Directors;
- h. The Executive Committee is responsible for monitoring the project selection process and the performance of the Project Selection Committee for the Board of Directors;
- i. The Chairperson of the Project Selection Committee submits an annual report on the Committee's actions to the Board of Directors;
- j. Decisions by the Project Selection Committee regarding a project are determined by a majority vote of the full Committee;
- k. Decisions by the Project Selection Committee are final and binding, provisions being made, however, for a reasonable process of appeal to the Executive Committee of the Board of Directors when issues of corporate policy are involved;
- l. Any grant in excess of \$100,000 per annum shall be ratified by the Executive Committee before becoming final;

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- m. The Chairperson of the Committee is responsible for informing agencies of the decisions taken by the Committee;
- n. Non-attendance at meetings constitutes grounds for replacement by action of the Board of Directors.

4. Supportive Activities

Within the amounts so designated in the budget attached to this Grant and elsewhere specified in this Grant, PACT will assist its member agencies to improve their ability to respond more effectively to the needs of low-income persons in developing countries. PACT will provide assistance within the following policy guidelines:

- a. Activities generally should be designed to meet the needs of the collectivity of member agencies;
- b. Activities should increase the ability of private agencies to effectively implement development projects involving the participation of low-income persons in developing countries;
- c. PACT's principal role is as a catalyst and coordinator of activities implemented by member agencies for each other;
- d. PACT provides limited financial assistance to cover, in part, the cost of the Supportive Activities herein defined and implemented by member agencies;
- e. With respect to these Supportive Activities, PACT may function as an implementor of activities when agencies feel that it is desirable for PACT to play a direct role; and

- f. PACT disseminates procedural and financial guidelines for contributions from the Supportive Activities element of the Budget and will maintain and/or modify them, always in keeping with the central purpose of the fund as defined above.

5. Additional Role of PACT:

In addition to the activities described above (respecting coordination of participating agencies, establishing common program criteria and priorities, providing project funds for member agencies' projects, and providing limited assistance to member agencies as detailed above in "Supportive Activities", PACT involves itself in the following examples of activities designed to promote excellence in project design, administration, and interchange among its membership:

- a. PACT staff and VITA (through the VITA/PACT contract), provide information and on-site technical assistance to members in project identification, design, and implementation planning;
- b. Provides for and plans Workshops and Training Courses; including contributions to the costs thereof;
- c. Financial assistance to collaborative project planning;
- d. Project identification, design, monitoring and evaluation services through the PACT staff;
- e. Project exchange visits;
- f. Publications;
- g. Administrative and management assistance;

- h. Acts as a clearinghouse of information;
- i. Administers a Group Benefits Program covering a comprehensive insurance and related benefits plan;
- j. Advocacy of Private Agencies;
- k. Personnel Recruitment;
- l. Promoting linkages among local agencies, encouraging consortia and other partnerships between PVOs and governments, international private agencies and international donor agencies.

C. Monitoring and Evaluation

1. Projects

Monitoring and evaluation are now an integral part of each project grant made by PACT. PACT has also undertaken, and will put into operation when completed, the results of a comprehensive and systematic review of the entire process of project identification, development, selection, monitoring and evaluation. PACT evaluations will continue to be collaborative efforts in which PACT, the operational agencies, and outside elements participate. Periodic evaluations will be considered an ongoing management tool resulting in information to help achieve the desired course of action.

PACT assists in the development of evaluation systems for individual member agencies' use. PACT also carries out evaluation of selected non-PACT funded projects where the member agencies desire professional review. PACT staff reviews PACT-funded projects in consultation with the implementing agencies on at least an annual basis.

2. Evaluation of the PACT Consortium

During FY 1980 PACT will contract for an external evaluation team

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to assist PACT in making an intensive objective assessment of the work of the consortium. AID will schedule during FY 1980 an external evaluation which will include coverage of selected PACT field projects funded in part from this AID Grant.

D. Reports

1. New Project Reports: After obligating funds for new projects, and annual amendments thereto, PACT shall submit to PDC/PVC two copies of the description of the project funded which shall include the statements of Purpose, Amounts and Time Periods, Disbursement Schedule, Reporting Requirements, Record Keeping, Auditing, Project Budget and the Project Document.

2. Semi-Annual Reporting: PACT shall submit to PDC/PVC at least two copies of a semi-annual report giving:

- a. Actual progress relative to those Program Outputs listed in the Logical Framework submitted with the request proposal as further detailed and time-sequenced in the Implementation Plan attached thereto;
- b. For each project receiving funds from the AID-funded Technical Assistance Fund, the actual is compared with projected progress; and
- c. A description of PACT's information exchange and other non-project activities such as contained in the PACT Newsletter.

E. Grant Term

1. The term of this Grant shall be from ^{March} ~~April~~ 1, 1979 through March 31, 1982.
2. All subgrants and subordinate agreements, any costs of which will be attributed to this Grant, shall not extend beyond the term of this Grant unless this Grant is extended, at no increase in the Government's share, to cover the terms of such subgrants and subordinate agreements. The intent of this paragraph is to allow the Grantee to make long term commitments within currently obligated AID funds, it is not the intent of this paragraph to authorize the Grantee to make unfunded long term subgrant and subordinate agreements and thereby commit AID to unfunded commitments.

F. Refunds

It is the intention of the Government in interpreting and applying Standard Provision No. 3 entitled "Refunds" that the Grantee have the opportunity in lieu of refund to replace costs attributed to the grant funds but disallowed by the Government, with other allowable costs which had been attributed by the Grantee to non-grant funds.

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.

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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 with ut 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 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. .

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 traveltime.

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 17B.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 sections(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 the 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. In the event that the independent audit report on a

subrecipient as provided for herein and/or program reports do not satisfy AID's requirements, and the AID Auditor General chooses to make an on-site fiscal or program audit, the Government agrees that it will take reasonable steps to coordinate the scheduling and conduct of such audits with the recipient in advance of initiation of such on-site audit(s).

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 the 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 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 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 3 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 OVER \$250,000

(This provision is applicable when the total procurement of commercial goods and services by the Grantee and its Subgrantees, if any, exceeds \$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 officers:

- (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) The authorized geographic source code for the procurement of commercial goods and services with AID funds under this Grant is AID Geographic Code 000 (i.e., the United States). Purchases having their source, origin, and nationality in any other country, including the host country, require a waiver pursuant to Chapter 5 of Supplement B to AID Handbook 1; waivers may be granted pursuant to paragraphs 5B4 and 5C4 of the Supplement. The Schedule of this Grant shall cite all such waivers and include the additional authorized geographic source codes.

If the Grantee or any Subgrantee wishes to make a purchase from an unauthorized geographic source with its own funds, it is free to do so; provided, that such purchases are not attributed to AID funds under this Grant.

When local cost financing (purchases of goods in the foreign local marketplace) is authorized under Chapter 5 of the Supplement and the costs are to be attributed to AID funds under this Grant, the policies and procedures of Chapter 18 of Supplement B shall govern.

The editions of Chapter 5 and 18 of Supplement B to Handbook 1, in effect of the date of this Grant, are hereby incorporated by reference.

(d) 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 0 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 0 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.)

(e) 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.

(f) 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, "Overseas Shipments of Supplies by Voluntary Non-Profit Relief Agencies" (22 CFR-202).

STANDARD PROVISIONS

a. Allowable Costs (Oct. 1974)

Only those costs shall be attributed to this Grant which are reasonable, allocable, and allowable in accordance with the terms of this Grant and Subpart 15.2 of the Federal Procurement Regulations (FPR) (Principles and Procedures for use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) in effect on the date of this Grant.*

*If this Grant is made to a university, the applicable cost principles are contained in Federal Management Circular 73-8 (Cost Principles for Educational Institutions).

b. Accounting, Audit, and Records (Oct. 1974)

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.

c. Refunds (Oct. 1974)

(1) If use of the 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.

d. Ineligible Countries (Oct. 1974)

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.

e. Equal Opportunity (Oct. 1974)

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

f. Termination (Oct. 1974)

This grant may be terminated in whole or from time to time in part, by the Grant Officer upon written notice to the Grantee whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith take appropriate action to minimize all expenditures and obligations financed by this Grant and shall cancel such obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall, within thirty (30) calendar days after the effective date of such termination, repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Grantor to the Grantee prior to the 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 Grantor within ninety (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 Grantor shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

g. Officials Not To Benefit (Oct. 1974)

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.

h. Covenant Against Contingent Fees (Oct. 1974)

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.

i. Amendment (Oct. 1974)

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.

j. Grant Agreement (Oct. 1974)

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.

k. Notices (Oct. 1974)

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 of 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.