

CONTRACT AMENDMENT

DEC 10 1982

MEMORANDUM

Date: December 8, 1982

TO : Distribution

FROM : CM/SOD, Harry White *CR Sledge*

SUBJECT: Grant No. AID/NE-G-1449 between A.I.D.
and Save the Children & Community Development Foundation

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated November 24, 1982. This Agreement is also Amendment No. 9 to the subject grant.

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

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

DISTRIBUTION:

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

Contracting Officer, CM/ ROD/NE, K. Cunningham

Project Manager, NE/TECH, G. Miller

USAID/ _____

STAT Section

DEC 30 1982
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ORIGINAL

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

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date November 24, 1982

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

REFERENCE: DCAA Audit Report No. 2120-2B160268-3-110 dated August 3, 1982 and SCF/CDF proposal dated November 10, 1982.

CONTRACTOR: Save the Children Federation & Community Development Foundation
or
GRANTEE. 48 Wilton Road
Westport, CT 06880

PART I - NEGOTIATED INDIRECT COST RATES (%)

<u>Type</u>	<u>Effective Period</u>		<u>Overhead Rate</u>
	<u>From</u>	<u>Through</u>	
Final	July 1, 1980	June 30, 1981	7.88
Provisional	July 1, 1981	Until amended.	12.38

Application

Total direct costs, excluding equipment and commodities.

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

X3

ORIGINAL

PART III - SPECIAL TERMS AND CONDITIONS

Pursuant to 5 7-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

	<u>Contract/Grant Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
(a)	AID/NE-G-1436	8/10	268-0314
	AID/NE-G-1438	10	664-0307
(b)	AID/ASIA-G-1165	11	498-0251
(c)	AID/TA-G-1371	7	931-0023
(d)	AID/NE-G-1449	9	279-0031
	AID/SOD/PDC-G-0212	12	938-0134
	NEB-0317-G-SS-1060	5	268-0317
	PDC-0230-G-SS-2146	1	938-0230
(a)	Overhead applicable starting October 1, 1979 to a maximum of \$142,700 or 9.8 percent whichever is less.		
(b)	Overhead applicable starting December 1, 1979.		
(c)	Overhead not applicable to intital \$324,745 of direct costs.		
(d)	Overhead applicable starting April 1, 1980.		

ACCEPTED:

BY

Timothy F. Beckett

TIMOTHY F. BECKETT

Printed or Typed Name
COMPTROLLER

Title

December 2, 1982

Date

Harry C. White

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

jh

DISTRIBUTION:

- | | | | | | | | | | |
|---|---------------|---|---------------|---|---------------|---|--------------|---|-------------|
| X | <u>CM/ROD</u> | X | <u>CM/COD</u> | X | <u>CM/SOD</u> | X | <u>OTHER</u> | X | PDC/PVC |
| | AFR | | AN | | PDC | X | AAG/W | X | PPC/WID |
| | NE | | PE | | | X | CM/SD/SUP | X | S&T/N |
| X | LA | X | OTR | | | X | FM/PAD | X | USAID/Tunis |
| | ASIA | | | | | X | NE/TECH | X | ASIA/DP |

MAY 25 1982

MEMORANDUM

Date: May 25, 1982

TO : Distribution

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

SUBJECT: Grant No. AID/NE-G-1449 between A.I.D.
and Save the Children Federation & Community Development Fdn.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 27, 1982. This Agreement is also Amendment No. 8 to the subject grant.

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

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

DISTRIBUTION:

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

Contracting Officer, CM/ROD/NE, K. Cunningham

Project Manager, NE/TECH, G. Miller

USAID/_____

STAT Section

MAY 26 1982

ENTERED

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ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date April 27, 1982

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

REFERENCE: AID Audit Report No. 82-61 dated March 29, 1982 and SCF/CDF letter dated March 19, 1982.

CONTRACTOR: Save the Children Federation & Community Development Foundation
or 48 Wilton Road
GRANTEE: Westport, CT 06880

PART I - NEGOTIATED INDIRECT COST RATES (%)

Type	Effective Period		Overhead Rate
	From	Through	
Final	7-1-78	6-30-79	8.33
Final	7-1-79	6-30-80	7.48
Provisional	7-1-80	Until amended	7.88

Use of Application

Total direct costs excluding equipment and commodities.

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

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PART III - SPECIAL TERMS AND CONDITIONS

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

<u>Contract/Grant Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
(a) AID/NE-G-1436	8 9	268-0314
AID/NE-G-1438	8 9	664-0307
(b) AID/ASIA-G-1165	10	498-0251
(c) AID/TA-G-1371	5 6	931-0023
AID/OTR-G-1743	4	906-0001
(d) AID/NE-G-1449	8	279-0031
AID/SOD/PDC-G-0212	11	938-0134

- (a) Overhead applicable starting October 1, 1979 to a maximum of \$142,700 or 9.8 Percent whichever is less.
- (b) Overhead applicable starting December 1, 1979.
- (c) Overhead not applicable to initial \$324,745 of direct costs.
- (d) Overhead applicable starting April 1, 1980.

ACCEPTED:

BY *Timothy F. Beckett*
TIMOTHY F. BECKETT
 Printed or Typed Name
COMPTROLLER
 Title
 May 12, 1982
 Date

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

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DISTRIBUTION:

<u>CM/ROD</u>	<u>CM/COD</u>	<u>CM/SOD</u>	<u>OTHER</u>
AFR	AN	PDC	AAG/W
x NE	PE	x	x PDC/PVC
LA	OTR	x	x CM/SD/SUP
x ASIA		x	x FM/PAD
		x	x NE/TECH
		x	x DS/N
		x	x USAID/Tunis
		x	x ASTA/DP

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JUL 31 1981

MEMORANDUM

Date: July 30, 1981

TO : Distribution

FROM : CM/SOD, Donald Dickie

SUBJECT: Grant No. AID/NE-G-1449 between A.I.D.
and Save the Children Federation & Community Development, Fdn.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated July 2, 1981. This Agreement is also Amendment No. 7 to the subject grant.

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

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

DISTRIBUTION:

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

Contracting Officer, CM/ROD/NE, K. Cunningham

Project Manager, NE/TECH, G. Miller

USAID/

STAT Section
AUG 4 1981
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ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date July 2, 1981

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

REFERENCE: Proposal from the Comptroller, Save the Children, dated June 4, 1981.

CONTRACTOR. Save the Children Federation & Community Development
or
Foundation, Inc.
GRANTEE: 48 Wilton Road
Westport, CT 06880

PART I - NEGOTIATED INDIRECT COST RATES (%)

<u>Type</u>	<u>From</u>	<u>Effective Period</u> <u>Through</u>	<u>Overhead Rate</u>
Provisional	7-1-79	Until amended	7.48

Base of Application

Total direct costs excluding equipment and commodities.

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

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS

142047

PART III - SPECIAL TERMS AND CONDITIONS

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

<u>Contract/Grant Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
AID/SOD/PDC-G-0212	8	938-0134
AID/ASIA-G-1165	8	498-0251
AID/NE-G-1449	7	279-0031
AID/ta-G-1371	5	931-0023
AID/OTR-G-1743	3	906-0001

ACCEPTED: SAVE THE CHILDREN FEDERATION/
COMMUNITY DEVELOPMENT FOUNDATION

BY Timothy J. Beckett

Timothy F. Beckett

Printed or Typed Name

Comptroller

July 23, 1981

Date

Donald B. Dickie

Donald B. Dickie

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

rfm

DISTRIBUTION:

	<u>CM/ROD</u>		<u>CM/COD</u>		<u>CM/SOD</u>		<u>OTHER</u>				
	AFR	x	AN	x	PDC		AAG/W	x	PDC/PVC	x	ASIA/DP
x	NE		PE			x	CM/SD/SUP	x	NE/TECH	x	DS/N
	LA	x	OTR			x	FM/PAD	x	PPC/WID		
x	ASIA										

Dup 5/12

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor SAL SER/CM/SD/SUP Action Office NE

INSTRUCTIONS: AID/W - Complete 4 copies of this 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: 3/31/81

Contractor/Grantee Name Save the Children Federation

PIO/T Number 279-031-3-0006 A6 Appropriation Number 72-1101021.3 Allotment Number 043-50-279-00-69-01 Project Number 279-0031

Project Title Community Based Rural Development Project

Amount of this PIO/T -00- Project Manager's Name and Office Symbol NE/TECH/SPRD, Gerald Miller Contractor's D-U-N-S Number

Negotiator's Typed Name S. DEAN Signature Date 4/24/81

Contract/Grant Officer's Typed Name Ms. Pittenger Signature Date 4/21/81

Contract/Grant Number AID/NE-G-1449 Type Order Order Number Amendment/Modification Number 86 Date PIO/T Received by CM/SD/SU or Mission Contract Office 3/31/81

PART II

Effective Date of Document 3/31/81 Signature Date of Document 3/31/81 Estimated Completion Date 4/30/81 Contract/Grant funded through (date) 4/30/81

Host Country Institution (University contract ONLY) Campus Coordinator (University contract ONLY) Amount Obligated/Deobligated/Subobligated by this Action 0 Cumulative Obligation thru this Action 1,390,000

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

ENTERED JUN 26 1981

(Continued on Page 2)

MAY 11 1981

MODIFICATION OF GRANT

1. Amendment No. Six (6)	2. Effective Date 3/31/81	3. Grant No. AID/NE-G-1449	4. Effective Date 9/30/77
5. Grantee (Name and Address) Save the Children Federation 48 Wilton Road Westport, Connecticut 06880		6. Administered by- Grant Officer Regional Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No.- 279-031-3-0006 Appropriation No.- 72-1101021-3 Allotment Symbol- 043-50-279-00-69-01		8. Previous PIO/T's- 279-031-3-70090	

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

Grant Letter

Completion date --- Delete: "March 31, 1981" and insert "April 30, 1981" in lieu thereof.

ATTACHMENT A - PROGRAM DESCRIPTION

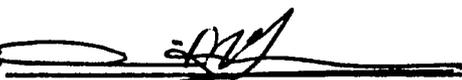
Any activities or reports required to be accomplished by March 31, 1981 are extended until April 30, 1981.

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

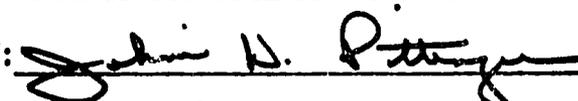
11. Grantee is required to sign this document and return 7 copies to issuing office.

12. GRANTEE

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: 

David L. Guyer
(Name typed or printed)

BY: 

John H. Pittenger SD
(Name typed or printed)

TITLE: President

TITLE: Grant Officer

DATE: April 13, 1981

DATE: MAR 31 1981

ORIGINAL

12

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

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

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

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.

12/18/80

Contractor/Grantee Name

PIO/T Number 279-031-3-00006 A5	Appropriation Number 72-1101021-3	Allotment Number 043-50-279-00-69-01	Project Number 269-0031
-------------------------------------------	---------------------------------------------	------------------------------------------------	-----------------------------------

Project Title
Community Based Rural Development Project

Amount of this PIO/T \$0	Project Manager's Name and Office Symbol NE/TECH/SPRD, Gerald D. Miller	Contractor's D-U-N-S Number
------------------------------------	-----------------------------------------------------------------------------------	-----------------------------

Negotiator's Typed Name DEAN	Signature 	Date 1/6/81
----------------------------------------	---------------	-----------------------

Contract/Grant Officer's Typed Name J. Pittenger	Signature 	Date
------------------------------------------------------------	---------------	------

PART IB.

Contract/Grant Number AID/NE-G-1449	Type Order	Order Number	Amendment/Modification Number 5	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 12/18/80
-----------------------------------------------	------------	--------------	-------------------------------------------	--------------------------------------------------------------------------------

PART II.

Effective Date of Document 12/31/80	Signature Date of Document 12/24/80	Estimated Completion Date 3/31/81	Contract/Grant funded through (date) 3/31/81
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action -0-	Cumulative Obligation thru this Action 77,390,000

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, 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 & IPR 1-2.4)
- B Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.10)
- D. Ind. Inst. and/or Int'l Research (AIDPR 7-4.57)
- E Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

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

- I. Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K. 8(a) Selection (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)

JAN 9 1981

13

MODIFICATION OF GRANT

ORIGINAL

1. Amendment No. Five (5)	2. Effective Date 12/31/80	3. Grant No. AID/NE-G-1449	4. Effective Date 9/30/77
5. Grantee (Name and Address) Save the Children Federation 48 Wilton Road Westport, Connecticut 06880		6. Administered by- Grant Officer Regional Operations Division-NE Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No.- 279-031-3-00006 Appropriation No.- 72-1101021-3 Allotment Symbol- 043-50-279-00-69-01		8. Previous PIO/T's- 279-031-3-70090 279-031-3-70090 A #1 and A#2	

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

Completion date - Delete "December 31, 1980" Insert: "March 31, 1981"

ATTACHMENT A - PROGRAM DESCRIPTION

The annual implementation plan, required by Paragraph E1 on page 7, and covering the period September 1, 1980, thru March 31, 1981, is attached hereto and incorporated into this Agreement.

On Page 7, under Paragraph E2, "Semi-Annual Narrative Reports", delete December 31, 1980 and insert March 31, 1981 in lieu thereof.

No additional funds are provided.

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

11. Grantee is required to sign this document and return 7 copies to issuing office.

12. GRANTEE

BY: Bilge Reid

Bilge Reid
(Name typed or printed)

TITLE: Regional Director

DATE: Middle East and Africa Region
Dec 29/1980

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: Stephen A. Dean

Stephen A. Dean
(Name typed or printed)

TITLE: Grant Officer (Acting)

DATE: December 24, 1980

Implementation Plan (1 September 1980 - 31 March 1981)

- 1 Sept. - 31 Oct. 80 -- Negotiation of agreements with CPO, CYDA and the Khabt LDA for proposed activities.
- 1 Sept. - 31 Oct. 80 -- Settle all housing and office facilities in Mahweit.
- 15 Sept. - 31 Oct. 80 -- Review all training and research materials and identify those of enduring utility.
- 1 Sept. - 31 Mar. 81 -- Prepare and transmit training materials.
- Small potable water module (1 Nov.)
 - Local development worker module (1 Dec.)
 - Road planning module (28 Feb.)
 - Nutrition/hygiene module (28 Feb.)
- 1 Sept. - 31 Mar. 81 -- Prepare and transmit research materials.
- Health nutrition research (15 Jan.)
 - Research on rural women (15 Jan.)
 - Reconnaissance surveys for rural development (28 Feb.)
 - Needs assessment and feasibility studies (31 March)
 - Reforestation program report (31 March)
 - Final Project report (31 March)
- 31 October 1980 -- Hire engineering staff.
- 30 November 1980 -- Secure additional temporary housing in Khabt.
- 1 Oct. - 1 Nov. 80 -- Design of small potable water project training course.
- 1 Oct. - 1 Nov. 80 -- Design of health education/hygiene component to small potable water project training course.

- 1 - 31 Dec. 80 -- Implement in-class phase of Field Coordinator training course.
- 1 - 31 Dec. 80 -- Identify sites and design initial small potable water project with health education component in Khabt.
- 1 Jan - 15 Mar 81 -- Implement in-field phase of Field Coordinator training course in Khabt.
- 1 Jan - 15 Mar 81 -- Design and implement, with Field Coordinators two to four small potable water projects with health education components in Khabt.
- 1 - 31 Mar. 81 -- Settlement of responsibilities regarding remaining facilities and equipment purchased or leased with USAID OPG funds.
- 1 - 31 Mar. 81 -- Reduction of expatriate staff.

OCT 16 1980

ENTERED

MEMORANDUM

Date: 15 October 1980

TO : Distribution

FROM : CM/SOD, ¹⁰³⁰ Donald Dickie

SUBJECT: Grant No. AID/NE-G-1449 between A.I.D.
and Save The Children Federation/Community Development
Foundation

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated September 2, 1980 This Agreement is also Amendment No. 4 to the subject grant.

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

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

DISTRIBUTION:

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

Contracting Officer, CM/ ROD/NE , K. Cunningham

Project Manager, NE/TECH, G. Miller

USAID/_____

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ORIGINAL

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date September 2, 1980

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

REFERENCE: - STC letter dated August 7, 1980

CONTRACTOR: Save The Children Federation/Community Development Foundation
or 48 Wilton Road
GRANTEE: Westport, CT 06880

PART I - NEGOTIATED INDIRECT COST RATES (%)

<u>Type</u>	<u>From</u>	<u>Effective Period</u> <u>Through</u>	<u>Rate %</u>
Provisional	7-1-78	Until amended	8.33

Base of Application

Total direct cost less equipment and commodities.

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

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JAN 10 1980

PART III - SPECIAL TERMS AND CONDITIONS

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

<u>Contract/Grant Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
AID/OTR-G-1743	2	906-0001
AID/SOD/PDC-G-0212	3	938-0134
(1) AID/TA-G-1371	4	931-0023
(2) AID/NE-G-1449	4	279-0031
(3) AID/ASIA-G-1165	6	498-0251

- (1) Overhead not applicable to initial \$324,745 of direct cost.
- (2) Overhead applicable starting April 1, 1980.
- (3) Overhead applicable starting December 1, 1979.

ACCEPTED:

BY Timothy F. Beckett

Timothy F. Beckett

Printed or Typed Name

Comptroller

Title

October 6, 1980

Date

Donald Dickie

Donald Dickie

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

DISTRIBUTION:

<u>CM/ROD</u>	<u>CM/COD</u>	<u>CM/SOD</u>
AFR	X AN	X PDC
X NE	PE	
LA	X OTR	
X ASIA		

X	PDC/PVC
X	PPC/WID
X	DS/N
X	NE/TECH
X	ASIA/DP
<u>OTHER</u>	
X	AAG/W
X	CM/SD/SUP
X	FM/PAD

SD/SUP Bl Lewis

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET SER/CM/SD/SUP Action Monitor JMB SER/CM/SD/SUP Action Office ROD/NE

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 SAVE the Children Foundation
PIO/T Number 279-031-3-00006
Appropriation Number 72-1101021.3
Allotment Number 043-50-279-00-69-01
Project Number 279-0031
Project Title Community Based Rural Development Project
Amount of this PIO/T \$350,000 (Increase)
Project Manager's Name and Office Symbol NE/TECH/SPRD, G. Miller
Contractor's D-U-N-S Number
Negotiator's Typed Name Cunningham 3/4
Signature [Signature]
Date 3-31-80
Contract/Grant Officer's Typed Name F. Moulton
Signature [Signature]
Date 3-31-80

PART IB.

Contract/Grant Number AID/NE-G-1449
Type Order
Order Number
Amendment/Modification Number 3
Date PIO/T Received by CM/SD/SUI or Mission Contract Office 3/4/80

PART II.

Effective Date of Document 3-31-80
Signature Date of Document 3-31-80
Estimated Completion Date 12-31-80
Contract/Grant funded through (date) 12-31-80
Host Country Institution (University contract ONLY)
Campus Coordinator (University contract ONLY)
Amount Obligated/Deobligated/Subobligated by this Action 350,000
Cumulative Obligation thru this Action 1,390,000.

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 (QC)*
3 Delivery Order (Requirements)*
4 Purchase Order

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

M04 - CONTRACT/GRANT TYPE

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

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

- A Formally advertised (If B) (AIDPR 7-2.4 & FPR 1-2.4)
B Negotiated Price Competition, General Procedure (RIP) (AIDPR 7-4.56)
C A & E (AIDPR 7-4.10)
D. Id Inst. and/or Int'l Research (AIDPR 7-4.57)
E. Collaborative Assistance (AIDPR 7-4.58)
F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
I. Sole Source (AIDPR 7-3 101-50(b)(4))
J. Impairment of Foreign Policy Objectives (AIDPR 7-3 101-50(b)(7))
K. 8(a) Selection (FPR 1-1.713-1)
L. Grant (Handbook 13)
M. Do Not Use
N. Cooperative Agreement (Handbook 13)
O Small Business Set-Aside (FPR 1-1.706-8)
P Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

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

M08 - TYPE AWARD

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

ENTERED MAY 9 1980

(Continued on Page 2)

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ORIGINAL

MODIFICATION OF GRANT

MAY 14 1980

PAGE 1 of 11

1. Amendment No. Three (3)	2. Effective Date 3/31/80	3. Grant No. AID/NE-G-1449	4. Effective Date 9/30/77
5. GRANTEE (Name and Address) Save the Children Foundation 48 Wilton Road Westport, Connecticut 06880		6. Administered by - Grant Officer Regional Operations Division-NE Office of Contract Management Agency for International Develop't Washington, D.C. 20523	
7. PIO/T No. 279-031-3-C 006 Appropriation No. 72-1101021.3 Allotment Symbol - 043-50-279-00-69-01		8. Previous PIO/Ts - 279-031-3-70090 279-031-3-70090 A#1 and A#2	

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

GRANT LETTER

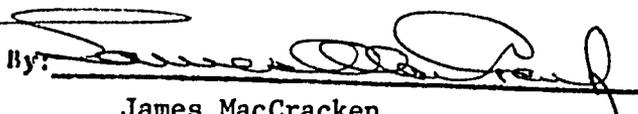
1. Completion Date - Delete: "March 31, 1980" Insert: "December 31, 1980"
2. Delete: "One Million, forty thousand dollars (\$1,040,000.)"
Insert: "One Million, three hundred-ninty thousand dollars (\$1,390,000.)"
3. Delete Attachment A in its entirety and substitute the Revised Attachment A, PROGRAM DESCRIPTION, dated March 1980. This revision consolidates changes in the program description made in amendments number 1 and 2 and add a new logical framework thereto.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11.

Grantee is required to sign this document and return 7 copies to issuing office.

12. GRANTEE

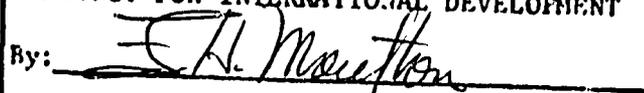
By: 
James MacCracken

(Name typed or printed)

Title Vice President for Program

Date MAR 31 1980

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: 

Franklin H. Moulton KC
(Name typed or printed)

Title Grant Officer

Date MAR 31 1980

ORIGINAL

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PROGRAM DESCRIPTION
March 1980

A. Purpose of Grant:

The purpose of this Grant is to provide partial support to the Save the Children Federation (SCF) to encourage village and community level development activities by SCF in two Nawahi (local districts) of the Governorate of Mahweit, Yemen Arab Republic. The Governorate of Mahweit is one of the most disadvantaged areas of rural Yemen.

B. Specific Objectives:

The purpose of this Specific Support Grant is to apply the Save the Children Federation techniques of local community development in two Nawahi (local districts) with a total population varying between 35,000 and 50,000 among the eight existing within the Governorate of Mahweit. This will be done for a period of three years during a Phase I. Selection of the two Nawahi will be a matter of choice left to the SCF team in place in consultation with Local Development Associations (LDAs), the Governorate, and central government personnel.

Once the Nawahi are selected, SCF personnel will encourage the existing Local Development Associations, new ones, or other forms of local village organization to:

- Identify local needs in agricultural, economic, social, and infrastructural matters that could be met through a combination of self-help and small-scale government-supported activities in the local areas.
- Prioritize the local needs in terms of importance, feasibility, available local tax, remittance, and other resources, ease of

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implementation, interest of Local Development Associations, and interest of government authorities.

--Plan prioritized needs in the form of projects including design, scheduling of inputs, evaluation criteria, and implementation requirements.

--Implement prioritized, planned, projects using local resources supplemented by assistance (technical, commodities, supplies, equipment funds) from SCF and the Yemen Arab Republic Government (YARG).

--Evaluate progress achieved on projects and re-plan and implement until such time that each individual project is complete.

In doing the foregoing, SCF will be seeking to determine whether its techniques are applicable in the Yemeni rural, political, social, and organizational environment; and if so, at what cost in terms of trained staff needed, project expenses, beneficiaries served and future (possibly Phase II) replication of the model on a much larger scale among, approximately 40 other Nawahi of like characteristics and size in central, rural, Yemen Arab Republic areas.

C. Scope of Work:

An expatriate SCF Project Director will select a combined expatriate and Yemeni staff comprising 15 other individuals paid by SCF to operate this project. They will be headquartered at Sana/Rawdah with sub-headquarters in each of the two Nawahi selected. This staff will comprise: 1 Director; 1 Deputy Director; 4 Project Coordinators; 4 Field Coordinators; 3 Accountant/ Loan Officers; and 3 Administrative Assistants.

They will seek to accomplish the following objectives:

1. Administration:

- a. At least two Local Development Associations established to select and manage nahiya-level projects in the chosen Nawahi of Mahweit Governorate.
- b. Coordinating council set up for at least two of the Local Development Associations in Mahweit Governorate; and meeting at least bi-monthly.
- c. Community and multi-community committees from the chosen Nawahi meeting with Governorate of national-level Yemen Arab Republic Government (YARG) officials at least quarterly.
- d. Four Field Coordinators providing administrative services to the Local Development Associations which are a part of the project.
- e. Two field office posts constructed/rented, equipped, in the chosen Nawahi and staffed with Project Coordinators of suitable skills.
- f. At least six functional sub-committees established and functioning within the chosen Nawahi.
- g. A central headquarters set up, adequately staffed, and fully supportive of all field operations.
- h. Common budgeting and control procedures set up for community committees and functional sub-committees in the two selected Nawahi.

2. Planning, Evaluation, and Applied Research:

- a. Project plans, prepared with maximum participation of representatives of each community in two chosen Nawahi. These developed

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through 12 planning sessions per year with help of SCF staff.

b. Project coordinators have gathered baseline data, and the development of research and evidence of economic, social, physical conditions, attitudes, and institutions helpful to multi-year planning/programming and evaluation within the two Nawahi as well as future Nawahi to which the activity might be extended in future phases.

c. Collaboration on planning, evaluation, and applied research established with the Central Planning Office (CPO); National Institute of Development Administration (NIDA); Sana University; Confederation of Yemeni Development Associations (CYDA), Governorate Officials and LDA members. SCF staff meeting frequently with various individuals at those levels and planning/implementing research and evaluation operations.

d. Field coordinators capable of assuming primary responsibility for guiding and assisting community councils in planning and evaluating community projects trained and in place.

e. SCF staff submitting all required planning, evaluation, documentation, research findings, project implementation reports on a quarterly, annual, and multi-year basis.

3. Training and Institutionalization:

a. At least forty LDA members and other community persons trained in community development principles.

b. At least twenty LDA members and other community persons trained in functionally specialized skills.

c. At least eighteen officials from CYDA, other government agencies, and Governorate-level institutions trained in community

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development principles or functional specialties.

d. Four Field Coordinators given advanced training in community development skills.

e. At least ten members of CYDA and other YARG agencies given advanced training in community development principles.

f. At least four office staff given advanced training in community development principles.

g. Field staff trained in technical and research skills as well as program administration and logistic support.

4. Project Implementation:

a. At least 120 persons per year participate in twelve self-help economic, social, or infrastructure development activities.

b. Selected project activities include at least four which involve participation of more than one LDA.

c. Selected project activities include at least two which involve substantial participation (30% or more) of YARG Governorate or central funds and are carried out in close collaboration with the responsible YARG Ministry.

d. Selected project activities include at least four in each of two Nawahi of Mahweit Governorate and two which substantial Zakat Tax and remission contribution are made.

e. Project activities include at least three in each of the sectors of economic, social or infrastructure development.

f. Project activities include at least four which directly benefit and involve women, and at least four which directly benefit and

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involve children and youth.

g. Prior to significant disbursements in field, SCF must have obtained authority to operate in Yemen from appropriate YARG entity and consent from YARG as to the scope of project activities and locality for its operation. By the end of the eighteenth month of Phase I, SCF and USAID must conduct a comprehensive evaluation of Phase I so as to permit adequate time for review of matters relating to possible design of Phase II.

D. Evaluation:

An 18-month evaluation (August, 1979) will be carried out by AID and SCF together, as indicated in the covenants presented elsewhere in this document. (See Logical Framework) This evaluation will stress: a careful analysis of the extent to which the SCF approach is gaining acceptance among villagers, community leaders, and government officials; examination of indicators and assumptions in order to see where these are valid or where changes are indicated; study of social, economic, institutional, or attitudinal changes that may be attributable in some degree to the activities of the project; costing of successful activities in order to ascertain their possible degree of replicability; local resource generation through taxes or contributions obtained from family remittances; engagement of women, children, and other special portions of the population in project activities; and projections of what a Phase II might comprise in general terms.

E. Reports:

The Grantee will submit periodic progress reports, prepared as a part

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of the regular planning and evaluation process which has been adopted by all Grantee field offices. This planning and reporting (PAR) system calls for the regular submission of both quantitative data and narrative reports concerning both the use of personal and financial resources and the development changes which are to be achieved. The PAR system is used for evaluating on a quarterly basis the objectives which have been set down in each field program's multi-year plan. The reports submitted to USAID will consist of four separate items:

1. The Annual Implementation Plan:

Submitted to USAID each by August 31, 1978 and 1979 and 1980. In that Plan, each Local Development Association specifies the projects which it intends to carry out in the coming fiscal year, from October 1 to September 30. A summary sheet establishes the consistent naming and numbering of projects, the anticipated dates of initiation and completion of each project, expected inputs from each source, and completion of each project, expected inputs from each source, and other relevant information. An accompanying narrative section will specify each project's goals and expected social and economic impact.

2. Semi-Annual Narrative Reports:

Grantee shall submit to USAID a semi-annual narrative report. In these reports, the SCF staff will describe the various activities of the Local Development Associations and supporting institutions, and will present information on progress made towards achieving stated program objectives. These reports will be submitted on March 31, 1978,

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September 30, 1978, March 31, 1979, September 30, 1979, January 31, 1980, July 31, 1980 and December 31, 1980.

3. Semi-Annual Indicators Report:

This Report will be submitted to USAID by the grantee on June 30, 1978, December 31, 1978, and June 30, 1979, thus alternating on a quarterly basis with the Semi-Annual Narrative Reports. In these reports, the SCF staff will report to USAID on the progress which it has made as measured against its stated input, output, purpose, and goal level indicators.

4. Financial Report:

On a regular basis, Grantee will submit to USAID on a date specified by USAID, a detailed account of disbursements and project expenditures and will support this report with all necessary documentation (receipts, vouchers, etc.). Grantee will provide the Agency for International Development with annual audited statements from Price, Waterhouse & Co.

5. Two copies of all reports shall be submitted to NE/TECH/SP-RD, Agency for International Development, Washington, D.C. 20523.

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F. Budget: (Detailed Breakdown, Annex A)

1. The funds provided herein shall be used to finance the following items:

	<u>AMOUNT</u>
a. Personnel Costs	\$623,586.
b. Field Office Administration	245,366.
c. Commodities	3,809.
d. Home Office Administration	45,000.
e. Project Funds	441,000.
f. Overhead	<u>31,239.</u>
	\$1,390,000.

2. The Grantee may not exceed the total of the Budget. However, adjustments among the line items are unrestricted, except line item d requires prior written approval of the Grant Officer.

3. In addition to the funds provided by A.I.D., S.C.F. and the Yemen Arab Republic and local Governments will make the following contributions:

Save the Children Foundation	\$ 125,000
Yemen Arab Republic	325,000
A.I.D.	<u>1,390,000</u>
	\$1,840,000

4. Notwithstanding provisions elsewhere in this Grant, Grantee may pursuant to Standard Provision 13, convert dollars to Yemeni Rials as necessary, except for budget line items c and d. All conversion shall be in accordance with Standard Provision 13.

F. Special Provision:

1. Delete Standard Provision 7B, 7C, 12B and 12C as not applicable hereunder.

2. The supplement to Attachment B. entitled "2.B. Alterations in Standard Provisions" is attached hereto and made a part hereof.

3. The following provision entitled "close Out" is made a part hereof:

"Close Out

a. Upon completion of this grant the Grantee shall:

1) Immediately refund any balance of unobligated (unencumbered) funds, that have been advanced or paid by A.I.D. that are not authorized by agreement with A.I.D. to be retained by the Grantee, in accordance with Standard Provision 3.

2) Submit, within 90 calendar days after the completion of the Grant Period, all financial, performance, and other reports required as a condition of this grant. (An extension to the 90 days limit may be authorized by the Grant Officer).

3) Account for any property supplied by A.I.D. or acquired with Federal funds in accordance with the Standard Provision 12.

b. In the event a final audit has not been performed prior to close-out of this grant, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit; in accordance with Standard Provision 2.

G. Overhead

Pursuant to Standard Provision 5, "Negotiated Overhead Rate - Other than Educational Institutions", the provisional overhead

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rate of 9.8% of "total direct costs less equipment and commodities"
as agreed to by CM/SOD/OSC's letter of March 1, 1979, is applicable
to this grant effective with amendment number 3."

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YEMEN FIELD OFFICE

MAY 1979

<u>GOALS:</u>	<u>INDICATORS:</u>	<u>MEANS OF VERIFICATION:</u>	<u>ASSUMPTIONS:</u>
To help improve the quality of rural life in the Mahweh Governorate and the Yemen Arab Republic	<p>Substantive rural development achievements in--</p> <ol style="list-style-type: none"> 1. Increased infrastructure development 2. Improved health/nutrition status 3. Improved agricultural productivity and techniques 4. Increased household productivity, particularly in women's sector 5. Increased number of Mahweh people in skills through formal/non-formal education 	<ol style="list-style-type: none"> 1. Baseline data comparisons 2. Site inspections 3. Comparison with other relevant information 	<ol style="list-style-type: none"> 1. No major political upheavals 2. Stable relationship between foreign agencies and YARG 3. No natural disasters 4. The CBIRD approach does make positive, cost-effective, measurable and demonstratable improvements in the quality of life of the people of Mahweh
<p>PURPOSE:</p> <p>To assist selected Local Development Associations and other community groups to plan and manage integrated rural development activities in the fields of infrastructure development, agriculture productivity and social development</p>	<p>END OF PROJECT STATUS:</p> <ol style="list-style-type: none"> 1. Integrated projects carried out in two nawahi of Mahweh Governorate 2. At least six integrated development projects undertaken in cooperation with local groups 3. At least four field coordinators hired and working in field in conjunction with SCF and LDA 4. At least 20% of field coordinators' salaries paid by LDA or CYDA 5. At least three projects undertaken involving local groups: <ol style="list-style-type: none"> a. one of which produces regular income in support of Coordinating Council and its activities b. one of which is organized and operated by women 	<ol style="list-style-type: none"> 1. SCF Semi-Annual Administrative Reports, containing indicators report and narrative. 2. Annual Management Plan, containing sectoral strategies, project application forms, implementation plan, budget 3. End of year evaluation reports (E-1, E-2, E-3) 4. Field coordinator records 5. Project committee records 6. Site inspections 7. Consultations with beneficiaries, LDA officials, YARG ministry officials, local government officials 8. Organizational meeting log book 9. Reports and records of project coordinators 	<ol style="list-style-type: none"> 1. Rural Yemeni population open to SCF CBIRD methodology 2. LDA willing to critically examine CBIRD methodology under field conditions 3. Field staff available and will continue with program 4. YARG continues to lend its basic support to the proposed SCF program 5. Residents of communities involved recognize the importance of and continue to participate fully in community activities

- c. one of which directly benefits youth
6. Six projects undertaken in cooperation with local institutions at least one of which is in agricultural, social and infrastructure sector
 7. At least 20 meetings held involving groups in project planning and management
 8. At least 50 field visits carried out by SCF staff to provide technical advice/assistance in addressing specific local problems

OUTPUTS:

1. Integrated rural development activities on-going in selected areas
2. Field coordinators trained in assisting local community groups in planning and management of integrated activities
3. Local citizens trained in skills which are relevant to community needs
4. Strengthening of linkages between local level groups and relevant governmental and other outside agencies
5. Local and governmental contributions to integrated rural development project activities
6. A model for integrated rural development successfully tested

OUTPUT INDICATORS:

1. Four field coordinators in place by June 1979
2. Four field coordinators trained and operating in field by December 1979
3. At least 3 non-formal skill training modules designed one in each sector
4. At least 5 formal skill training opportunities provided
5. At least 20 meetings in which local level representatives have participated in requesting assistance from central level government and other agencies
6. At least 8 new activities involving central level government or other donor assistance
7. 25% total project funding provided by YARG and/or local contribution

1. through 9. of Purpose level, plus
10. Baseline studies
11. Other relevant studies
12. Training curricula
13. Training records
14. SCF inventory and books

1. Local human resources (field staff) available and will continue with program
2. Rural Yemeni population open to SCF CBIRD methodology
3. LDA willing to critically examine CBIRD methodology under field conditions
4. YARG continues to lend its basic support to the proposed SCF program
5. Residents of communities involved recognize the importance of and continue to participate fully in community activities

KS

8. Project applications refer to and make practical use of results of appropriate research

INPUTS:

1. U.S.AID and SCF funding for Phase I
2. Director, Project Coordinators and support staff
3. SCF Administration
4. Capital Assets: vehicles, office/housing furnishings

INPUT INDICATORS:

1. \$1,390,000 U.S.AID
\$ 125,000 SCF
2. Director, etc.
3. Office and 3 houses in Sana, Office and 3 houses in Mahweit
4. 4 Toyota vehicles

1. SCF finance reports
2. SCF inventory reports
3. Price Waterhouse audits
4. Other SCF reports

1. Funds are available when needed
2. Personnel with appropriate qualifications available when needed
3. Living conditions are adequate. Housing and office space available when needed.
4. Project materials available when needed

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SD/SUP

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor JMB

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

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
PIO/T Number 70090 A#2
Appropriation Number FN72-11-X-1020
Allotment Number 402-50-279-00-69-71
Project Number 279-0031
Project Title Community-Based Rural Development
Amount of this PIO/T 0-
Project Manager's Name and Office Symbol NE/TECH/SPRD, G. Miller
Contractor's D-U-N-S Number
Negotiator's Typed Name Cunningham 1/18
Signature [Signature]
Date 2-5-80
Contract/Grant Officer's Typed Name F. Moulton
Signature [Signature]
Date 2-5-80

PART IB.

Contract/Grant Number AID/NE-G-1449
Type Order
Order Number
Amendment/Modification Number 2
Date PIO/T Received by CM/SD/SUP or Mission Contract Office 1/16/80

PART II.

Effective Date of Document 1/28/80
Signature Date of Document 1/24/80
Estimated Completion Date 3/31/80
Contract/Grant funded through (date) 3/31/80
Host Country Institution (University contract ONLY) NA
Campus Coordinator (University contract ONLY) NA
Amount Obligated/Deobligated/Subobligated by this Action 0-
Cumulative Obligation thru this Action 71,040,000

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
M04 - CONTRACT/GRANT TYPE
0 MOA, (BOA, BMA, etc)
1 Fixed Price (Specify I FP, FPRD, FPEPA, IPI)
2 Cost Reimbursement (Specify CR, CPFI, CS, CPAI, CPHI)
3 Cooperative Agreement
4 Grant - General Support*
5 Grant - Specific Support*
6 Grant - 211(d)*
7 Do Not Use
8 IQC's
9 Host Country Contract/Grant*
M05 - SELECTION PROCEDURES
A Formally advertised (HB) (AIDPR 7-2.4 & IPR 1-2.4)
B Negotiated Price Competition, General Procedure (RIP) (AIDPR 7.4.56)
C A & I (AIDPR 7.4.10)
D Fed Inst and/or Int'l Research (AIDPR 7.4.57)
E Collaborative Assistance (AIDPR 7.4.58)
F Predominant Capability (AIDPR 7.3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
I. Sole Source (AIDPR 7.3.101-50(b)(4))
J. Impairment of Foreign Policy Objectives (AIDPR 7.3.101-50(b)(7))
K. 8(a) Selection (FPR 1.1.713-1)
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 & L 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

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MODIFICATION OF GRANT

1. Amendment No. Two (2)	2. Effective Date 1/28/80	3. Grant No. AID/NE-G-1449	4. Effective Date 9/30/77
5. GRANTEE (Name and Address) Save the Children Foundation 48 Wilton Road Westport, Connecticut 06880		6. Administered by - Grant Officer Regional Operations Division-NE Office of Contract Management Agency for International Development Washington, D. C. 20523	
7. PIO/T No. 279-031-3-70090 A#2 Appropriation No. 72-11-X-1020 Allotment Symbol - 402-50-279-00-69-71		8. Previous PIO/Ts - 279-031-3-70090 279-031-3-70090 A#1	

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

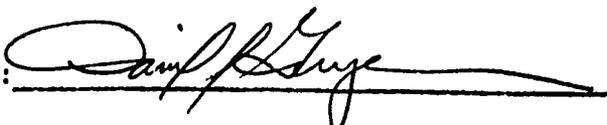
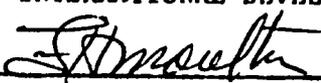
GRANT LETTER

1. Completion Date

Delete: "January 31, 1980"
Insert: "March 31, 1980" in lieu thereof.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 7 copies to issuing office.

<p>12. GRANTEE</p> <p>By: <u></u> _____ (Name typed or printed) President Title _____ Date <u>January 31, 1980</u></p>	<p>UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT</p> <p>By: <u></u> _____ Franklin H. Moulton (Name typed or printed) Title <u>Grant Officer</u> Date <u>1-24-80</u></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SD/sup B. Lewis

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor PAS

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

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

Save the Children Foundation

Table with 4 columns: PIO/T Number (70090 A#1), Appropriation Number (72-11X1020), Allotment Number (402-50-279-00-69-71), Project Number (279-031)

Project Title

Community-Based Rural Development

Table with 3 columns: Amount of this PIO/T (-0-), Project Manager's Name and Office Symbol (NE/TECH/SPRD, G. Miller), Contractor's D-U-N-S Number

Table with 3 columns: Negotiator's Typed Name (Cunningham), Signature, Date (10-12-79)

Table with 3 columns: Contract/Grant Officer's Typed Name (F. Moulton), Signature, Date (10-12-79)

PART IB.

Table with 5 columns: Contract/Grant Number (AID/NE-G-1449), Type Order (-), Order Number (-), Amendment/Modification Number (1), Date PIO/T Received by CM/SD/SUP or Mission Contract Office (9/17/79)

PART II.

Table with 4 columns: Effective Date of Document (9-28-79), Signature Date of Document (9-26-79), Estimated Completion Date (1-31-80), Contract/Grant funded through (date) (1-31-80)

Table with 4 columns: Host Country Institution (University contract ONLY) (NA), Campus Coordinator (University contract ONLY) (NA), Amount Obligated/Deobligated/Subobligated by this Action (-0-), Cumulative Obligation thru this Action (1,040,000.-)

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 IIP, IPRD, FPEPA, FPI)
2 Cost Reimbursement (Specify CR, CPFI, CS, CPAI, CPII)
3 Cooperative Agreement
4 Grant - General Support*
5 Grant - Specific Support*
6 Grant - 211(d)*
7 Do Not Use
8 IQCs
9 Host Country Contract/Grant*

*Complete ONLY through M51

M05 - SELECTION PROCEDURES

- A Formally advertised (II B) (AIDPR 7-2.4 & IPR 1-2.4)
B Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
C A & L (AIDPR 7-4.10)
D Id. Inst and/or Int'l Research (AIDPR 7-4.57)
E Collaborative Assistance (AIDPR 7-4.58)
F Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
I. Sole Source (AIDPR 7-3 101-50(b)(4))
J. Impairment of Foreign Policy Objectives (AIDPR 7-3 101-50(b)(7))
K. 8(a) Selection (IPR 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-B)
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)
I. 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

1. Amendment No. One (1)	2. Effective Date Last signature below	3. Grant No. AID/NE-G-1449	4. Effective Date 9/30/77
5. Grantee (Name and Address) Save the Children Foundation 48 Wilton Road Westport, Connecticut 06880		6. Administered by- Grant Officer Regional Operations Division-NE Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No. - 779-031-3-70090 A#1 Appropriation No. - 402-50-779-00-69-71 Allotment Symbol- FN 77-11-X-1020		8. Previous PIO/T's- 779-031-3-70090	

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

GRANT LETTER

1. Completion Date

Delete: "September 30, 1979"

Insert: "January 31, 1980", in lieu thereof.

Make the following changes in Attachment A:

a. Paragraph E. Reports: 2. Semi-Annual Narrative Reports: add "January 31, 1980".

b. Delete Paragraph "F. Budget" in its entirety and substitute the following in lieu thereof:

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

1. Grantee is required to sign this document and return 7 copies to issuing office.

2. GRANTEE

Save the Children Foundation
BY: Bilge Reid
Bilge Reid
(Name typed or printed)
TITLE: Regional Director
DATE: Middle East/Africa
September 29, 1979

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
BY: Franklin H. Moulton KC
(Name typed or printed)
TITLE: Grant Officer
DATE: SEP 26 1979 39

"F. Budget: (Detailed breakdown, Annex A)

1. The funds provided herein shall be used to finance the following items:

	<u>Amount</u>
a. Personnel Costs	\$ 423,000
b. Field Office Administration	121,000
c. Commodities	10,000
d. Home Office Administration	45,000
e. Project Funds	<u>441,000</u>
TOTAL	\$1,040,000

2. The Grantee may not exceed the total of the Budget. However, adjustments among the line items are unrestricted, except line item d requires prior written approval of the Grant Officer.

3. In addition to the funds provided by A.I.D., S.C.F. and the Yemen Arab Republic and local Governments will make the following contributions:

Save the Children Foundation	\$ 125,000
Yemen Arab Republic	325,000
A.I.D.	<u>1,040,000</u>
	\$1,490,000.

See budget narrative for explanation of line items.

4. Notwithstanding provisions elsewhere in this Grant, Grantee may pursuant to Standard Provision 13, convert dollars to Yemeni Rials as necessary, except for budget line items c and d.

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3. Add the following Special Provisions:

a. The supplement to Attachment B. entitled "2.B. Alterations in Standard Provisions" is attached hereto and made a part hereof.

b. The following provision entitled "Close Out" is made a part hereof:

"Close Out

a. Upon completion of this grant the Grantee shall:

1) Immediately refund any balance of unobligated (unencumbered) funds, that have been advanced or paid by A.I.D. that are not authorized by agreement with A.I.D. to be retained by the Grantee, in accordance with Standard Provision 3.

2) Submit, within 90 calendar days after the completion of the Grant Period, all financial, performance, and other reports required as a condition of this grant. (An extension to the 90 days limit may be authorized by the Grant Officer).

3) Account for any property supplied by A.I.D. or acquired with Federal funds in accordance with Standard Provision 12.

b. In the event a final audit has not been performed prior to the close-out of this grant, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit; in accordance with Standard Provision 2."

U.S. Grantees and U.S. Subgrantees
(BOTH EDUCATIONAL INSTITUTIONS AND OTHER THAN EDUCATIONAL INSTITUTIONS)

28. ALTERATIONS IN STANDARD PROVISIONS

The Standard Provision of the September 1977 Edition have been changed as follows:

a. Standard Provision 7A. PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(1) Delete the applicability statement and substitute the following therefor:

(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.)

(2) Delete the term "TUS" in paras. (a), (d)(4)(A), (d)(4)(C), and (d)(5) and substitute the term "TFS" therefor.

(3) Delete the term "SER/FM" wherever it appears in para. (c) and substitute the term "the AID Controller" therefor; also delete the term "Office of Financial Management" in para. (d)(7) and substitute the term "the AID Controller" therefor.

(4) Delete the figures "\$10,000" and "\$1,000,000" in para. (a) and substitute the figures "\$5,000" and "\$5,000,000", respectively, therefor.

(5) Delete the words "less than" in para. (d)(7) and substitute the words "more than" therefor.

b. Standard Provision 7B. PAYMENT-PERIODIC ADVANCE
Delete the applicability statement and substitute the following therefor:

(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 one year.)

c. Standard Provision 10. PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000

Delete the entire provision and substitute the following therefor:

10. PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000
(This provision is applicable when the total procurement element (i.e., the sum of all purchase orders and contracts for goods and services) of this Grant does not exceed \$250,000.)

(a) Ineligible Goods and Services

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

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

(For a more detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4D.)

If AID determines that the Grantee has procured any of the ineligible goods and services specified above under this Grant, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the 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 AID Geographic Code 000) without the prior written authorization of the Grant Officer:

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

(For a detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4C.)

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

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer under paragraph 10(b) above, all other goods (e.g., equipment, 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., AID Geographic Code 935) in accordance with the following order of preference:

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

(d) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in 10(c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

- (1) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (3) impelling local political considerations precluded consideration of U.S. sources,
- (4) the goods or services were not available from U.S. sources, or
- (5) procurement of locally available goods or services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance Program under the Grant.

X 42

(e) The Grantee's Procurement System

(1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3 and 4, Attachment 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.)

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this Grant, the Grantee, shall, to 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 or services;
- (2) Closing date for receiving quotations, proposals, or bids, and
- (3) Address where invitations or specifications can be obtained.

(g) Ineligible Suppliers

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

CONTRACT

7 OCT 1977

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

Program - J Dalton
Key - W Knight
NE/Tech/SARD

SEP 30 1977

Mr. Ernest Grigg
Regional Director
Save the Children Federation
48 Wilton Road
Westport, Connecticut 06880

ORIGINAL

Subject: Grant No. AID/NE-G-1449, PIO/T 279-031-3-70090

Dear Mr. Grigg:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID" or "Grantor") hereby grants to the Save the Children Federation (hereinafter referred to as "SCF" or "Grantee") the sum of One Million Forty Thousand Dollars (1,040,000) to provide support to a Community-based Rural Development Program in Yemen. This program is more fully described in the attachment to this Grant entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee during the period September 30, 1977 through September 30, 1979.

This Grant is made on condition that the funds will be administered in accordance with terms and conditions, all of which have been agreed to by your organization, set forth in:

Attachment A - Program Description
Attachment B - Standard Provisions

Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and six copies of this Grant to acknowledge your acceptance of the conditions under which these funds have been granted.

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Mr. Ernest Griggs
Page 2

Please return the Statement of Assurance of Compliance and the original and five copies of the Grant to the undersigned.

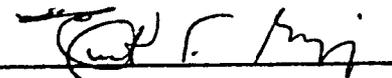
Sincerely yours,


Franklin H. Moulton
Grant Officer
Regional Operations Division-NE
Office of Contract Management

Enclosures: As Stated

ACCEPTED:

SAVE THE CHILDREN FEDERATION

BY: 
TITLE: Regional Director
DATE: 9/30/77

1/6

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

(hereinafter called the "Grantee")

(Name of Grantee)

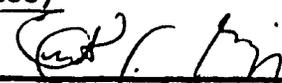
HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Agency for International Development (22 CFR Part 209, 30 FR 317) issued pursuant to that title, to the end that, in accordance with title 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 in, any 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.

(Grantee)

BY (Signature) _____



TYPED NAME Ernest C. Grigg

TITLE Regional Director

DATE 9/30/77

Attachment A

Program Description

A. Purpose of Grant:

The purpose of this Grant is to provide partial support to the Save the Children Federation (SCF) to encourage village and community level development activities by SCF in two Nawahi (local districts) of the Governorate of Mahweit, Yemen Arab Republic. The Governorate of Mahweit is one of the most disadvantaged areas of rural Yemen.

B. Specific Objectives:

The purpose of this Specific Support Grant is to apply the Save the Children Federation techniques of local community development in two Nawahi (local districts) with a total population varying between 35,000 and 50,000 among the eight existing within the Governorate of Mahweit. This will be done for a period of two years during a Phase I. Selection of the two Nawahi will be a matter of choice left to the SCF team in place in consultation with Local Development Associations (LDAs), the Governorate, and central government personnel.

Once the Nawahi are selected, SCF personnel will encourage the existing Local Development Associations, new ones, or other forms of local village organization to:

- Identify local needs in agricultural, economic, social, and infrastructural matters that could be met through a combination of self-help and small-scale government-supported activities in the local areas.
- Prioritize the local needs in terms of importance, feasibility, available local tax, remittance, and other resources, ease of implementation, interest of Local Development Associations, and interest of government authorities.
- Plan prioritized needs in the form of projects including design, scheduling of inputs, evaluation criteria, and implementation requirements.
- Implement prioritized, planned, projects using local resources supplemented by assistance (technical, commodities, supplies, equipment funds) from SCF and the Yemen Arab Republic Government (YARG).

- Evaluate progress achieved on projects and re-plan and implement until such time that each individual project is complete.

In doing the foregoing, SCF will be seeking to determine whether its techniques are applicable in the Yemeni rural, political, social, and organizational environment; and if so, at what cost in terms of trained staff needed, project expenses, beneficiaries served and future, (possibly Phase II) replication of the model on a much larger scale among, approximately 40 other Nawahi of like characteristics and size in central, rural, Yemen Arab Republic areas.

C. Scope of Work:

An expatriate SCF Project Director will select a combined expatriate and Yemeni staff comprising 15 other individuals paid by SCF to operate this project. They will be headquartered at Sana/Rawdah with sub-headquarters in each of the two Nawahi selected. This staff will comprise: 1 Director; 1 Deputy Director; 4 Project Coordinators; 4 Field Coordinators; 3 Accountant/Loan Officers; and 3 Administrative Assistants.

They will seek to accomplish the following objectives:

1. Administration:

- a. At least two Local Development Associations established to select and manage nahiya-level projects in the chosen Nawahi of Mahweit Governorate.
- b. Coordinating council set up for at least two of the Local Development Associations in Mahweit Governorate; and meeting at least bi-monthly.
- c. Community and multi-community committees from the chosen Nawahi meeting with Governorate of national-level Yemen Arab Republic Government (YARG) officials at least quarterly.
- d. Four Field Coordinators providing administrative services to the Local Development Associations which are a part of the project.
- e. Two field office posts constructed/rented, equipped, in the chosen Nawahi and staffed with Project Coordinators of suitable skills.
- f. At least six functional sub-committees established and functioning within the chosen Nawahi.

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- g. A central headquarters set up, adequately staffed, and fully supportive of all field operations.
- h. Common budgeting and control procedures set up for community committees and functional sub-committees in the two selected Nawahi.

2. Planning, Evaluation, and Applied Research:

- a. Project plans, prepared with maximum participation of representatives of each community in two chosen Nawahi. These developed through 12 planning sessions per year with help of SCF staff.
- b. Project coordinators have gathered baseline data, and the development of research and evidence of economic, social, physical conditions, attitudes, and institutions helpful to multi-year planning/programming and evaluation within the two Nawahi as well as future Nawahi to which the activity might be extended in future phases.
- c. Collaboration on planning, evaluation, and applied research established with the Central Planning Office (CPO); National Institute of Development Administration (NIDA); Sana University; Confederation of Yemeni Development Associations (CYDA), Governorate Officials and LDA members. SCF staff meeting frequently with various individuals at those levels and planning/implementing research and evaluation operations.
- d. Field coordinators capable of assuming primary responsibility for guiding and assisting community councils in planning and evaluating community projects trained and in place,
- e. SCF staff submitting all required planning, evaluation, documentation, research findings, project implementation reports on a quarterly, annual, and multi-year basis.

3. Training and Institutionalization:

- a. At least forty LDA members and other community persons trained in community development principles.
- b. At least twenty LDA members and other community persons trained in functionally specialized skills.
- c. At least eighteen officials from CYDA, other government agencies, and Governorate-level institutions trained in community development principles or functional specialities.

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- d. Four Field Coordinators given advanced training in community development skills.
 - e. At least ten members of CYDA and other YARG agencies given advanced training in community development principles.
 - f. At least four office staff given advanced training in community development principles.
 - g. Field staff trained in technical and research skills as well as program administration and logistic support.
4. Project Implementation:
- a. At least 120 persons per year participate in twelve self-help economic, social, or infrastructure development activities.
 - b. Selected project activities include at least four which involve participation of more than one LDA.
 - c. Selected project activities include at least two which involve substantial participation (30% or more) of YARG Governorate or central funds and are carried out in close collaboration with the responsible YARG Ministry.
 - d. Selected project activities include at least four in each of two Nawahi of Mahweit Governorate and two which substantial Zakat Tax and remission contributions are made.
 - e. Project activities include at least three in each of the sectors of economic, social or infrastructure development.
 - f. Project activities include at least four which directly benefit and involve women, and at least four which directly benefit and involve children and youth.
 - g. Prior to significant disbursements in field, SCF must have obtained authority to operate in Yemen from appropriate YARG entity and consent from YARG as to the scope of project activities and locality for its operation. By the end of the eighteenth month of Phase I, SCF and USAID must conduct a comprehensive evaluation of Phase I so as to permit adequate time for review of matters relating to possible design of Phase II.

D. Evaluation:

An 18-month evaluation will be carried out by AID and SCF together, as indicated in the covenants presented elsewhere in this document. This evaluation will stress: a careful analysis of the extent to which the SCF approach is gaining acceptance among villagers, community leaders, and government officials; examination of indicators and assumptions in order to see where these are valid or where changes are indicated; study of social, economic, institutional, or attitudinal changes that may be attributable in some degree to the activities of the project; costing of successful activities in order to ascertain their possible degree of replicability; local resource generation through taxes or contributions obtained from family remittances; engagement of women, children, and other special portions of the population in project activities; and projections of what a Phase II might comprise in general terms.

E. Reports:

The Grantee will submit periodic progress reports, prepared as a part of the regular planning and evaluation process which has been adopted by all Grantee field offices. This planning and reporting (PAR) system calls for the regular submission of both quantitative data and narrative reports concerning both the use of personal and financial resources and the development changes which are to be achieved. The PAR system is used for evaluating on a quarterly basis the objectives which have been set down in each field program's multi-year plan. The reports submitted to USAID will consist of four separate items:

1. The Annual Implementation Plan:

Submitted to USAID each by August 31, 1978 and 1979. In that Plan, each Local Development Association specifies the projects which it intends to carry out in the coming fiscal year, from October 1 to September 30. A summary sheet establishes the consistent naming and numbering of projects, the anticipated dates of initiation and completion of each project, expected inputs from each source, and other relevant information. An accompanying narrative section will specify each project's goals and expected social and economic impact.

2. Semi-Annual Narrative Reports:

Grantee shall submit to USAID a semi-annual narrative report. In these reports, the SCF staff will describe the various activities of the Local Development Associations and supporting institutions, and will present information on progress made towards achieving stated program objectives. These reports will be submitted on March 31, 1978, September 30, 1978, March 31, 1979 and September 30, 1979.

3. Semi-Annual Indicators Report:

This Report will be submitted to USAID by the grantee on June 30, 1977, December 31, 1978, and June 30, 1979, thus alternating on a quarterly basis with the Semi-Annual Narrative Reports. In these reports, the SCF staff will report to USAID on the progress which it has made as measured against its stated input, output, purpose, and goal level indicators.

4. Financial Report:

On a regular basis, Grantee will submit to USAID on a date specified by USAID, a detailed account of disbursements and project expenditures and will support this report with all necessary documentation (receipts, vouchers, etc.). Grantee will provide the Agency for International Development with annual audited statements from Price, Waterhouse & Co.

5. Two copies of all reports shall be submitted to NE/TECH/SP-RD, Agency for International Development, Washington, D.C. 20523.

F. Budget: (Detailed breakdown, Annex A)

1. The funds provided herein shall be used to finance the following items:

	<u>Year 1</u>	<u>Year 2</u>	<u>Total</u>
a. Personnel Costs	178,000	245,000	423,000
b. Field Office Administration	42,000	59,000	101,000
c. Commodities	5,000	5,000	10,000
d. Home Office Administration	20,000	25,000	45,000
e. Project Funds	190,000	251,000	441,000
*f. Supplemental Support	<u>10,000</u>	<u>10,000</u>	<u>20,000</u>
	\$445,000	\$595,000	\$1,040,000

Attachment A

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*Expenditure of funds under line item f, Supplemental Support, Grantee must obtain prior written approval of the Grant Officer.

2. The Grantee may not exceed the total amount of the Budget. However, adjustments among the line items are unrestricted, except line item d, requires prior written approval of the Grant Officer.
3. In addition to the funds provided by AID, SCF and the Yemen Arab Republic and local Governments will make the following contributions;

Save the Children Federation	\$ 125,000
Yemen Arab Republic	325,000
Agency for International Development	<u>1,040,000</u>
	\$ 1,490,000

See budget narrative for explanation of line items below.

4. Annex B, local currency contains items and services to be obtained with Yemeni Rials converted from dollars under this grant.

Budget Narrative:

- A. Personnel Costs: The Field Director and the four Project Coordinators will be the only expatriates involved in the SCF-Yemen project. The Deputy Director, four Field Coordinators, and six Accountant/Loan and Administrative Assistants will be Yemeni Personnel. This line item covers salary, relocation expenses, fringe benefits, services, and travel.
- B. Field Office Administration: Office Rental, utilities and maintenance, communications, office supplies, insurance, audit services, vehicle operation and maintenance, and staff housing in Sana and the field are provided for in this line item.
- C. Commodities: Three four-wheel drive vehicles, four trail motorcycles, and furniture and equipment including desks, typewriters, and duplicating equipment.
- D. Home Office Administration: Refers to costs incurred by SCF in developing and planning field programs at the SCF Headquarters in Westport, Connecticut. It will cover costs in accounting, monitoring and management services, as well as in planning, evaluation, and training.
- E. Project Activities: In addition to substantial indigenous contributions for project implementation, SCF anticipates that it will allocate significant funds to training- social, economic, and infrastructure development in both years of the SCF program.

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ANNEX A

Detailed Breakdown of AID Financed Budget

		<u>AID</u>
A. <u>Personnel:</u>		
1 Project Director	\$ 53,000	
1 Deputy Director	26,000	
4 Project Coordinators	140,000	
4 Field Coordinators	62,000	
3 Acct./Loan Officers	40,500	
3 Adm./Assistants	40,500	
Field Office Services	31,000	
Travel & Home Leave	<u>30,000</u>	
	423,000	<u>\$ 423,000</u>
B. <u>Administration:</u>		
Office Rental/Maint.	28,000	
Office Supplies	10,000	
Postage & Parcel Delivery	4,500	
Printing & Photography	4,500	
Telephone & Telegraph	5,500	
Water & Energy Supply	5,500	
Insurance	6,000	
Vehicle Maint. & Operation	25,000	
Staff Housing	14,000	
Supplemental Support	<u>20,000</u>	
	123,000	<u>121,000</u>
C. <u>Commodities:</u>		
Furniture & Equipment	17,000	
Vehicles	<u>36,000</u>	
	53,000	<u>10,000</u>
D. <u>Home Office Administration</u>		
	<u>45,000</u>	
	\$ 45,000	<u>45,000</u>

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		<u>AID</u>
E. <u>Project Funds:</u>		
1. <u>Training (Institutional Development)</u>		
Basic Training	\$ 40,000	
Intermediate Training	40,000	
Advanced Training	<u>40,000</u>	
	120,000	<u>\$ 120,000</u>
2. <u>Social Development</u>		
Formal & Nonformal		
Education	41,000	
Health & Nutrition	41,000	
Family Planning & Child Care	<u>15,000</u>	
	97,000	<u>97,000</u>
3. <u>Economic Development</u>		
Primary Production	50,000	
Small Industry & Trade	19,000	
Other Co-op Services	<u>22,000</u>	
	91,000	<u>91,000</u>
4. <u>Infrastructure Development</u>		
Community Facilities	40,000	
Transportation & Communication	49,000	
Water & Natural Resources	<u>44,000</u>	
	133,000	<u>133,000</u>
	<u>441,000</u>	<u>441,000</u>
TOTAL		
	<u>441,000</u>	<u>441,000</u>
Total AID/SCF Contributions	<u>1,165,000</u>	<u>1,040,000</u>
YARG & Local Government Contributions	<u>325,000</u>	
Total Cost of Project	<u><u>\$1,490,000</u></u>	

ANNEX B

Elements of the funds provided by AID under this grant to be converted to Yemen
Rials:

<u>A. Personnel Costs</u>	<u>First Year</u>	<u>Second Year</u>	<u>Total</u>
1 Deputy Director	\$ 12,000	\$ 14,000	\$ 26,000
4 Field Coordinators	24,000	38,000	62,000
3 Acct./Loan Officers	12,000	28,500	40,500
3 Adm. Assistants	12,000	28,500	40,500
Field Office Services	<u>12,000</u>	<u>19,000</u>	<u>31,000</u>
	72,000	128,000	200,000
<u>B. Field Office Administration</u>			
Office Rental/Maintenance	10,000	18,000	28,000
Office Supplies	4,000	6,000	10,000
Postage & Parcel Delivery	2,000	2,000	4,000
Printing & Photography	2,000	2,000	4,000
Telephone & Telegraph	2,500	2,500	5,000
Water & Energy Supply	2,500	2,500	5,000
Insurance	3,000	3,000	6,000
Vehicle Maint. & Operation	10,000	15,000	25,000
Staff Housing	<u>7,000</u>	<u>7,000</u>	<u>14,000</u>
	43,000	58,000	101,000
<u>C. Commodities:</u>			
Costs in dollars only or SCF assumes all other costs.			
<u>D. Home Office Administration:</u>			
Costs in dollars only.			
<u>E. Project Activities:</u>			
1. Training:			
- Basic Training	20,000	20,000	40,000
- Intermediate Training	10,000	10,000	20,000
- Advanced Training	<u>5,000</u>	<u>5,000</u>	<u>10,000</u>
	\$ 35,000	\$ 35,000	\$ 70,000

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	<u>First Year</u>	<u>Second Year</u>	<u>Total</u>
2. Social Development			
- Formal & Nonformal Education	\$ 13,000	\$ 13,000	\$ 26,000
- Health & Nutrition	<u>13,000</u>	<u>13,000</u>	<u>26,000</u>
	26,000	26,000	52,000
3. Economic Development			
- Primary Production	10,000	13,000	23,000
- Small Industry & Trade	2,000	3,000	5,000
- Other co-op Services	<u>4,000</u>	<u>5,000</u>	<u>9,000</u>
	16,000	21,000	37,000
4. Infrastructure Development			
- Community Facilities	10,000	10,000	20,000
- Transport & Communications	10,000	10,000	20,000
- Water & Natural Resources	<u>10,000</u>	<u>10,000</u>	<u>20,000</u>
	<u>30,000</u>	<u>30,000</u>	<u>60,000</u>
	\$ 107,000	\$ 112,000	\$ 219,000
	Grand Total:		\$ 520,000

F. Project Support

The Grantee will be expected to operate in the field with no logistic or administrative support from the AID Mission or U.S. Embassy.

G. Special Provisions

Attachment B. Standard Provisions, September 1977, attached hereto are made a part hereof except that Provisions 5, 7B, 7C, 12 B and 12C shall not apply.

U.S. Grantees and U.S. Subgrantees:
OTHER THAN EDUCATIONAL INSTITUTIONS
INDEX OF
STANDARD PROVISIONS

- | | |
|----------------------------------------------------------------------|---------------------------------------------------------------------|
| 1. Allowable Costs and Payment (Other Than Educational Institutions) | 13. Conversion of United States Dollars to Local Currency |
| 2. Accounting, Records, and Audit | 14. Termination |
| 3. Refunds | 15. Voluntary Participation |
| 4. Equal Opportunity in Employment | 16. Prohibition on Abortion-Related Activities |
| 5. Negotiated Overhead Rates - Other Than Educational Institutions | 17. Voluntary Participation Requirements for Sterilization Programs |
| 6. Limitation of Funds | 18. Publications |
| *7A. Payment - Federal Reserve Letter of Credit (FRLC) Advance | 19. Patents |
| *7B. Payment - Periodic Advance | 20. Regulations Governing Employees Outside the United States |
| *7C. Payment - Reimbursement | 21. Subordinate Agreements |
| 8. Travel and Transportation | 22. U.S. Officials Not to Benefit |
| 9. Ocean Shipment of Goods | 23. Covenant Against Contingent Fees |
| 10. Procurement of Goods and Services Under \$250,000 | 24. Nonliability |
| 11. Government Furnished Excess Personal Property | 25. Amendment |
| **12A. Title to and Use of Property (Grantee Title) | 26. The Grant |
| **12B. Title to and Care of Property (U.S. Government Title) | 27. Notices |
| **12C. Title to and Care of Property (Cooperating Country Title) | |

* Select only 1 payment provision from Group 7.

** Select only 1 property provision from Group 12, if title to all property is to vest in one entity; however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 12 and identify the categories and entities in Attachment 1 of the Grant.

1. ALLOWABLE COSTS AND PAYMENT (OTHER THAN EDUCATIONAL INSTITUTIONS)

(This provision is applicable to other than educational institutions.)

The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant Officer to be allowable in accordance with the terms of this Grant and Subpart 15.2 (Contracts with Commercial Organizations) of the Federal Procurement Regulations (41 CFR 1-15.2) in effect on the date of this Grant. Payment of allowable costs shall be in accordance with the payment provision of this Grant.

2. ACCOUNTING, RECORDS, AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the Grant. The Grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives (a) until the expiration of three years from the date of termination of the program and (b) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of Grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

3. REFUNDS

(a) 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, the Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

(b) 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 at the time of expiration or termination of the Grant shall be refunded to AID.

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

4. 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, in accordance with Title VI of the Civil Rights Act of 1964, when work funded by this Grant is performed in the U.S., no person shall, on the grounds of race, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply, in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

(b) In addition, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to sex, religion, age and handicap, in accordance with P.L. 92-261, P.L. 93-259, P.L. 93-112 and P.L. 93-508. When work funded by AID 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.

5. NEGOTIATED OVERHEAD RATES - OTHER THAN EDUCATIONAL INSTITUTIONS

(This provision is applicable to other than educational institutions.)

(a) Pursuant to this provision, an overhead rate shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate, the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the period shown in Attachment 1 to this Grant.

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

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 (Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this Grant.

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

(e) Pending establishment of the final overhead rate(s) for any

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

6. 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 perform the work specified in the Schedule and all obligations under this Grant within such estimated cost.

(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 a 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 specified notice, the Government shall not be obligated to reimburse the Grantee for any costs in excess of the

total amount then obligated under the Grant, whether those excess costs were incurred during the course of the Grant or as a result of termination. When and to the extent that the amount obligated under the Grant has been increased, any costs incurred by the Grantee in excess of the amount previously obligated shall be allowable to the same extent as if such costs had been incurred after such increase in the amount obligated; unless the Grant Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(e) Nothing in this provision shall affect the right of the Government to terminate this Grant. In the event this Grant is terminated, the Government and the Grantee shall negotiate an equitable distribution of all property produced or purchased under the Grant based upon the share of cost incurred by each.

7A. PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts exceed \$250,000 per annum and AID has, or expects to have a continuing relationship with the Grantee for at least one 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., TUS 5401). The payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$10,000 or more than \$1,000,000. 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, SER/FM determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, SER/FM 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 SER/FM, 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 SER/FM 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 TUS 5401) in an original and three copies.

(B) Have the original and two copies of the voucher

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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 TUS 5401 to his commercial bank.

(D) Retain the quadruplicate copy of the voucher.

(5) After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or 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 less than quarterly within 30 days of the end of the period to the Office of Financial Management, 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 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 instruments 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.

7B. PAYMENT--PERIODIC ADVANCE

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts do not exceed \$250,000 per annum or if the advance to the Grantee aggregates more than \$250,000 per annum but there is not a continuing relationship of at least one 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 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 instruments 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.

7C. PAYMENT--REIMBURSEMENT

(This provision is applicable to grants for construction, or to grants which do not provide for either a periodic advance or an FRLC in accordance with AID Handbook 13, paragraph 10.5.)

(a) Each month the Grantee shall submit to the AID Controller 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 amount of costs incurred for which reimbursement is being requested.

(b) In addition to the SF 1034, each non-construction grant voucher shall be supported by an original and 2 copies of SF 270, "Request for Advance or Reimbursement", and each construction grant voucher shall be supported by an original and 2 copies of SF 271, "Outlay Report and Request for Reimbursement for Construction Programs".

(c) Each quarterly voucher (or each third monthly voucher) 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; however, the SF 269 shall cover the same quarterly period as the SF 1034(s).

8. TRAVEL AND TRANSPORTATION

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

(a) The Grant Officer hereby approves international air travel hereunder provided that the Grantee shall obtain

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written concurrence from the cognizant Project Officer in AID prior to sending any individual outside the United States to perform work under the Grant; the Grantee shall advise the Project Officer at least 30 days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant Mission or U. S. Embassy advance notification (with a copy to the Project Officer) of the arrival date and flight identification of Grant financed travellers.

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

(c) All international air travel and all international air shipments 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).

(d) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR), however, if the Grantee's domestic and international travel allowance policies and procedures have been reviewed and approved by AID or another Federal department or agency pursuant to the applicable Federal cost principles, the Grantee may use its travel allowance system in lieu of the FTRs after it has furnished the Grant Officer with a copy of such approval.

9 OCEAN SHIPMENT OF GOODS

(This provision is applicable when ocean shipment costs are reimbursable under the Grant.)

(a) 50% of all international ocean shipments made by the Grantee, to be financed hereunder, 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

here by 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 AID 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).

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

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

(a) Geographic Source and Order of Preference

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., AID Geographic Code 935) in accordance with the following order of preference:

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

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

(3) the cooperating country,

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

(b) 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:

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

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

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

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

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

(c) Ineligible Goods and Services

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

(1) military equipment,

(2) surveillance equipment,

(3) commodities and services for support of police or other law enforcement activities,

(4) abortion equipment and services,

(5) luxury goods and gambling equipment, or

(6) weather modification equipment.

(For a more detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4D.)

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

(d) Restricted Goods

The Grantee shall not procure any of the following goods or services from a non-U.S. source (i.e., other than AID Geographic Code 000) without the prior written authorization of the Grant Officer:

(1) agricultural commodities,

(2) motor vehicles,

(3) pharmaceuticals,

(4) pesticides,

(5) plasticizers,

(6) used equipment, or

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(7) U.S. Government-owned excess property.
(For a detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4C.)

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

(e) The Grantee's Procurement System

(1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3. and 4., Attachment O of OMB Circular No. A-110.

(2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraphs 3. and 4. of Attachment O to OMB Circular No. A-110 and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer 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 AID Handbook 13, Chapter 1, paragraph 1U.)

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured 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 or services,
- (2) Closing date for receiving quotations, proposals, or bids, and
- (3) Address where invitations or specifications can be obtained

(g) Ineligible Suppliers

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

11. GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

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

The policies and procedures of AID Handbook 16, "Excess Property", and the appropriate provisions of 41 CFR 101-43 apply to the government furnished excess personal property under this Grant

12A. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

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

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

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

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

12B. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT)
(This provision is applicable when title to property is vested in the U.S. Government.)

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

(b) Use of Government Property

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

(c) Control, Maintenance and Repair of Government Property

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

The Grantee shall submit, for review and written approval of the Grant Officer, a records system for property control and a program for orderly maintenance of Government property, however, if the Grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110 (see paragraph 1T of Chapter 1, AID Handbook 13), the Grantee shall furnish the Grant Officer proof of such approval in lieu of another approval submission.

(1) Property Control

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

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

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

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

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

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

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

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

(2) Maintenance Program

The Grantee's maintenance program shall be such as to provide for, consistent with sound business practice and the terms of the Grant (i) disclosure of need for and the performance of preventive maintenance, (ii) disclosure and reporting of need for capital type rehabilitation, and (iii) recording of work accomplished under the program.

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

(B) Records of maintenance - The Grantee's maintenance

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program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

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

(d) Risk of Loss

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

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

(ii) Which results from a failure on the part of the Grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (1) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Grant Officer under (c) above,

(iii) For which the Grantee is otherwise responsible under the express terms of the article or articles designated in Attachment 1 to this Grant.

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

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

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

(2) The Grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Grantee to carry such insurance under any other provision of this Grant.

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

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

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

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

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

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

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

assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignments in favor of the Government) in obtaining recovery.

(e) Access

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

(f) Final Accounting and Disposition of Government Property

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

(g) Communications

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

12C. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)

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

(a) Except as modified by Attachment 1 of this Grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the Grantee by AID or by the Cooperating Government, shall at all times be in the name of the Cooperating Government or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in Attachment 1 of this Grant, but all such property shall be under the custody and control of the Grantee until the owner of title directs otherwise or completion of work under this Grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

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

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

13. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Grantee's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

14. 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 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 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.

15 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 funds made available under this grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's 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.

16 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 funds made available under this Grant will be used to finance, support, or be attributed to the following activities: (1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning, (2) special fees or incentives to women to coerce or motivate them to have abortions, (3) payments to persons to perform abortions or to solicit persons to undergo abortions; (4) information, education, training, or communication programs that seek to promote abortion as a method of family planning.

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

17. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

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

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

(b) The Grantee shall insure that any surgical sterilization procedures supported in whole or in part by funds from this Grant are performed only after the individual has

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

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

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

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

18. 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, AID 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 to permit others to do so.

19. PATENTS

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

(a) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16889) and paragraph 17B.a. of Chapter 1, AID 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 other-

wise granted to the Government under any patent.

20. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

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

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

(b) The sale of personal property or automobiles by Grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission, except as this may conflict with host government regulations.

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

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

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

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

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

21. SUBORDINATE AGREEMENTS

The placement of subordinate agreements (e.g., leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of paragraph 10, 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.

22. U.S. OFFICIALS NOT TO BENEFIT

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

23. 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.

24. NONLIABILITY

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

25. AMENDMENT

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

26. THE GRANT

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

27. NOTICES

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

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

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

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