

CONTRACT AMENDMENT

CONTRACT/AGREEMENT DATA SHEET	B 2279	1.M/SER/CM/SD/SS Action Monitor: L.B.	2. Date PIO/T Received: 6 / 28 / 84
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PART ONE: COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement Number: AID/DSAN-XII-G-0165	<i>A#6</i>	5. Organization Symbol: <i>TF</i>
4. Contractor/Recipient Name: Tuskegee Institute	<i>Recd. for Value 7/13/84</i>	
6. Project Title: Title XII University Strengthening Grant	<i>1166-G-55-0124-00</i>	
7. Project Officer's Name: C. Barker		8. Organization Symbol: S&T/T/RUR

9. Requisitioning Document ID No: 931-1282-3641489	19. Budget Plan Code: DDAA-84-13600-AG11 App. 72-1141021.3, A11. 443-36-099-00-20-41
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10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award	B	20. Country or Region of Performance: <i>worldwide</i>
		21. a. This Action Increases TEC by \$ <i>100,000</i> b. Total Est. Cost of Contractual Document \$ <i>332,907</i>

11. Amount of this PIO/T: Ob1. U.S. \$ <i>125,000 (inc.)</i>	22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <i>259,910</i>
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12. Amount Obligated/ Subobligated/ Deobligated by this Action: U.S. \$ <i>100,000</i>	23. Effective Date of this Action: <i>6/1/84</i>
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13. Cumulative Obligation: U.S. \$ <i>332,907</i>	24. Estimated Completion/Expiration Date: <i>5/31/89</i>
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14. This Action Funded Through: <i>5/31/85</i>	25. Contractor DUNS Number: <i>051577013</i>
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15. Date Contractual Documents Signed by AID Official: <i>7/1/84</i>	26. Consultant Type Award: <i>N/A</i>
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16. Incrementally Funded Contract: <i>N/A</i>	27. Number of Person Months: (PASA/RSSA only) <i>N/A</i>
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17. Host Country/Counterpart Inst. (Univ. Contracts) <i>N/A</i>	28. Number of Persons: (PASA/RSSA only) <i>N/A</i>
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18. Campus Coordinator: (Univ. Contracts)	
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29. Negotiator's Typed Name: <i>MORT</i>	30. Negotiator's Signature: <i>[Signature]</i>	31. Date Signed: <i>7/12/84</i>
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32. Contract/Grant Officer's Organization Symbol: <i>COD/AN</i>	33. Contract/Grant Officer's Signature: <i>[Signature]</i>	34. Date Signed: <i>7/12/84</i>
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PART TWO: COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY

35. SELECTION PROCEDURES: A. Formally Advertised B. Negotiated Price Competition, General Procedure C. A&E D. Ed. Inst. and/or Int'l. Research E. Collaborative Assistance F. Predominant Capability G. Unsolicited Proposal	H. Procurement to be Performed by the Contractor in Person <input type="checkbox"/> I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection L. Competitive M. Noncompetitive N. Small Business Set Aside O. Overseas Procuring Activities
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ENTERED JUL 27 1984
STAT Section
Adm. LB

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

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ORIGINAL

JUL 12 1984

Dr. Eugene W. Adams
Vice Provost for International Programs
Kresge Center
Tuskegee Institute
Tuskegee, AL 36088

Subject: Amendment No. 6
Title XII Strengthening Grant (Matching)
AID/DSAN-XII-G-0165

Dear Dr. Adams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Section 297 of Title XII thereof, the subject grant is hereby amended for the purpose of converting it from a Strengthening Grant to a Program Support Grant. The effective date of such conversion and this amendment is June 1, 1984.

The subject grant is hereby amended as follows:

1. Cover Page

- A. Delete "Title XII STRENGTHENING GRANT (Matching)" and "Strengthening Grant," and substitute "Program Support Grant" therefor.
- B. Expiration Date - Delete "September 30, 1988," and substitute "May 31, 1989."
- C. Cognizant A.I.D. Scientific/Technical Office - Delete the stated office, and substitute "Bureau for Science and Technology, Office of Research and University Relations (S&T/RUR)."
- D. Amount Obligated - Delete "\$232,907," and substitute "\$332,907."
- E. Delete the narrative beginning "The United States of America..." and ending "... Standard Provision."

PREVALIDATED ON PAGE...?...

ORIGINAL

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2. Articles I through VII, the Program Description of Attachment A, and the Standard Provisions of Attachment B, all of which were applicable to strengthening grant activities from the effective date of this grant through May 31, 1984, are hereby superseded, effective June 1, 1984 by the provisions set forth next below:

AUTHORITY AND PURPOSE

Pursuant to Section 297 (Title XII) of the Foreign Assistance Act of 1961, as amended, the United States of America ("Grantor") acting through the Agency for International Development (A.I.D.) hereby makes available to Tuskegee Institute ("The Institute" or "Grantee"), the sum of \$100,000 to provide support for the activities described in the Schedule of this grant for the period June 1, 1984, through May 31, 1985. A.I.D. and the Institute and Oregon State University have entered into a Joint Memorandum of Understanding (JMOU) No. DAN-0000-B-00-4005-00. The purpose of this grant now is to assist the Institute in the development, strengthening, maintenance, and utilization of its resources toward the fulfillment of the Title XII program efforts described in the aforesaid Joint Memorandum of Understanding.

Performance by the Institute under this grant shall be solely for the purpose stated, and on condition that the funds will be administered in accordance with the terms and conditions as set forth in the Schedule, the Program Description, and the Standard Provisions (A.I.D. 1420-51 (2-82)), which are a part hereof.

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SCHEDULE

ARTICLE I - OBJECTIVE OF GRANT

The objective of this Program support Grant is to assist the Institute in the development, strengthening, maintenance and utilization of its resources toward the fulfillment of the program efforts described in the Joint Memorandum of Understanding No. DAN-0000-B-00-4005-0. It is anticipated that this grant will enhance the ability of the Institute to collaborate with Oregon State University so that, together, they can utilize their complementary strengths in jointly responding to the Title XII type needs of developing countries. Activities shall be conducted in accordance with the Program Description of Attachment A.

Funds provided under this grant will be utilized to support the following activities, which shall be in direct furtherance of the above - stated objective:

- A. The mobilization of professional and institutional resources, preparation of staff, research and educational programs on LDC problems, and efforts otherwise to increase and maintain the capacity for participation in Title XII activities.
- B. The maintenance of the Institute's portion of the employment levels stipulated in Article VI - A and B, of the JMOU discussed in Article VII of the JMOU. The Institute's portion of core staff assignments set forth in Article VI - B of the JMOU is as follows:

<u>Fiscal Year</u>	<u>Person Years per Fiscal Year</u>
1984	2
1985	2
1986	2
1987	2
1988	2

This grant may serve as an interim funding source to sustain the above levels if they are not attained under other Title XII

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type agreements or arrangements, providing the activities so funded are in direct furtherance of the objectives of this grant. Funds may not be used under this activity (maintenance of employment levels) for interim support of staff in excess of those indicated above.

ARTICLE II - COST SHARING

- A. The Grantee shall bear all indirect overhead costs, and general and administrative costs as defined in the documents cited by Standard Provision No. 1. Neither A.I.D. grant funds nor the Grantee's matching non-Federal contribution discussed next below may be allocated to such costs.
- B. A.I.D. Grant funds expended for the direct costs of activity (A) under "Article I, Objective of Grant" above shall be matched by the Institute with non-Federal contributions.* Annually during the term of this grant, the grantee agrees to contribute (match) and expend non-Federal funds for the direct costs of such activity in amounts at least equal to:
- 20% of A.I.D. grant funds expended during the first year of this program support grant (from June 1, 1984, through May 31, 1985); and,
 - 50% of A.I.D. grant funds expended for each year of this program support grant subsequent to the first year, through May, 1989.
 - For grant activities beyond May, 1989, Grantee's non-Federal contribution shall equal

*Non-Federal Contribution:

To be considered a non-Federal contribution (match) hereunder the contribution shall be from the Grantee's non-Federal funds, not chargeable as matching at any time to any other U. S. Government funded activity, and must be directly related to costs incurred in accordance with the objectives of this grant. The criteria and procedures for allowability of cash and in-kind contributions made by the Grantee as non-Federal contributions will be as set forth in the Standard Provision 1 entitled, "Allowable Costs and Contributions (Educational Institutions)."

its expenditures of A.I.D. funds for activities described under Article I-A hereof (i.e., the match shall be 1:1).

its expenditures of A.I.D. funds for activities described under Article I-A hereof (i.e., the match shall be 1:1).

If, at the end of the first year, the grantee has not provided the required 20% match, then A.I.D.'s permissible funding obligation for the second year shall be reduced by twice the amount of the Grantee's shortfall.

If, at the end of the second and each subsequent year through May, 1989, the Grantee's contribution of non-Federal funds is less than the required 50% match, then the difference between the actual and required match shall be applied to, (1) reduce the amount of A.I.D.'s permissible funding obligation for the following year, and (2) increase the Institute's required match for the following year. If the grant has otherwise expired or been terminated, then the aforesaid difference shall be refunded to A.I.D. in accordance with Standard Provision 3 of this grant, "Refunds".

(For periods subsequent to May 1989; "100%" shall be substituted for "50%" in the above paragraph.)

- C. Grant funds utilized for the direct costs of activity (B) under Article I next above need not be matched by the Institute.
- D. It is understood and agreed that the provisions of this grant defining annual matching requirements are different from, and supersede, that provision of Article VIII-B-(b), "By the Institute," of the JMOU.

ARTICLE III - TERM OF GRANT

This grant was made effective on July 23, 1979, for the conduct of strengthening activities. By this amendment, effective June 1, 1984, the grant is converted to a Program Support Grant in accordance with the terms and conditions contained herein. This grant will remain in effect for a period of five years from the effective date of this amendment, i.e., through

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May 31, 1989. In order to maintain a five year forward planning term, this grant will be extended for one year if mutually agreed by the parties at the time of each annual review and forward planning exercise described in Article III of the Joint Memorandum of Understanding, or as may otherwise be agreed during any special reviews and evaluations discussed under Article IV of said Memorandum.

It is agreed that the reviews and planning exercises discussed in the above mentioned Articles III and IV of the JMOU will encompass this grant.

ARTICLE IV - OBLIGATED AMOUNT, FUNDING, AND PAYMENT

- A. Strengthening Grant Activities - The total estimated cost of strengthening grant activities through May 31, 1984 is \$472,817. Of that amount, A.I.D.'s estimated contribution is \$232,907 and the Grantee's estimated non-Federal contribution is \$239,910.
- B. This amendment increases the total obligation of A.I.D. funds by \$100,000, from \$232,907 to \$332,907. Of the total amount obligated, the sum of \$232,907, has been reserved for strengthening grant activities through May 31, 1984. The remaining \$100,000 is provided for program support grant activities through May 31, 1985, consistent with paragraph (C) next below. Based upon the availability of funds and mutual agreement of the parties hereto, additional annual funding may be provided in amounts not to exceed the greater of, (1) \$100,000 or , (2) ten percent of the Institute's annual average of A.I.D. Title XII type business (expenditures) for the immediate past three years up to a maximum of \$300,000 per year.
- C. To provide necessary latitude in programming, unexpended funds obligated hereunder can remain available in an amount not to exceed the total of amounts that were provided under this grant over the immediate preceding three years.
- D. Payment shall be made to the Grantee in accordance with procedures set forth in Standard Provision No. 7A entitled "Payment-Federal Reserve Letter of Credit (FRLC) Advance."

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TUSKEGEE INSTITUTE (TI)
Line Item Budget
by Performance Activities
Estimated Expenditures from 6/1/84 - 5/31/85

<u>Performance Activity</u>	<u>Salaries & Benefits</u>	<u>Graduate Students & Benefits</u>	<u>Travel</u>	<u>Material & Supplies</u>	<u>Total AID Grant</u>	<u>TI Match (Non-Federal)</u>
I. Program Support						
A. College of Ag. & Home Econ.	\$39,375	\$10,000	\$15,000	\$ 2,125	\$66,500	\$13,300
B. Office of Int. Programs	-	-	-	-	-	-
II. Int. Dev. Grad. Fellowships	-	-	2,000	500	2,500	500
III. Int. Dev. Faculty Support	-	-	6,000	-	6,000	1,200
IV. Per. Activities III Seminars, WID, Library Languages, Etc.	17,750	-	5,000	\$ 2,250	25,000	5,000
TOTALS	\$57,125	\$10,000	\$28,000	\$ 4,875	\$100,000(1)	\$20,000(1)(2)

(1) Within the totals of the AID Grant and the TI Non-Federal Match, there is unrestricted authority to transfer funds among or within Performance Activities, and among expenditure line items.

(2) The Grantee's required contribution is defined in Article II-B.

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ARTICLE - VI - PERFORMANCE REPORTS

The Grantee shall prepare annual reports and submit two copies each to the Grant Officer, the Executive Staff of the Board for International Food and Agricultural Development (BIPAD), and A.I.D.'s Office for Research and University Relations of the Bureau for Science and Technology (S&T/RUR). Such reports shall be submitted six months prior to the end to the obligation funding period set forth in the covering letter hereto, and shall include the following:

- A. A substantive report describing the nature of the activities performed under the grant indicating their relationship to the objective of the grant, and setting forth anticipated activities for the ensuing period.
- B. An administrative report covering expenditures by types of activity, breaking down such expenditures by Federal and non-Federal funds.

The Grantee's Report will be evaluated and further funding decisions will be made at the time of the JMOU Annual review, on the basis to progress in meeting the objectives of the grant in the context of the Institute's Joint Memorandum of Understanding and in the context of supplemental documentation submitted by the grantee in support of the grant.

A final report shall be submitted within 60 days after the completion of all efforts hereunder, summarizing the activities performed under this grant and accomplishments in meeting the grant objective.

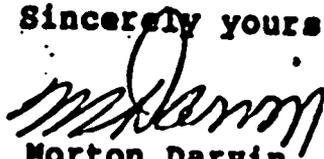
ARTICLE VII - SPECIAL PROVISIONS

- A. Delete the following of the Standard Provisions attached hereto:
 - 5A - Negotiated Overhead Rates - Predetermined
 - 5B - Negotiated Overhead Rates - Educational Institution
 - 7B - Payment - Periodic Advances
 - 7C - Payment - Reimbursement
 - 10B - Procurement of Goods and Services Over \$250,000
 - 13B - Title To and Use of Property (U.S. Gov. Title)
 - 13C - Title To and Use of Property (Coop. Country Title)

Except as expressly hereby amended, the terms and conditions of the subject grant remain unchanged.

Please sign the original and six (6) copies of this amendment, and return the original and five (5) copies the undersigned.

Sincerely yours,



Morton Darwin
Grant Officer
Central Operations Division
Office of Contract Management

ACCEPTED BY:

TUSKEGEE INSTITUTE

BY: 
Dr. Benjamin F. Payton
TITLE: President

DATE: August 10, 1984

Funding Data

Appropriation: 72-1141021.3
Allotment: DDAA-84-13600-AG11
Budget Plan Code: 443-36-099-00-20-41
PIO/T No.: 931-1282-3641489
Project No.: 931-1282
Obligation: \$100,000
DUNS No.: 05-157-7013

FUNDS AVAILABLE

JUL 13 1984

*o/c 4190
P. H. Emphell*

Program Acctg. Division
OFFICE OF FINANCIAL MANAGEMENT

TUSKEGEE INSTITUTE

PROGRAM SUPPORT GRANT

PROGRAM DESCRIPTION

A. Relevant Title XII Activity Experience:

Over the years Title XII Strengthening Grants awarded to Tuskegee Institute (TI) have permitted initiation of program changes that have significantly increased its opportunities for international involvement. We have been able to identify and develop areas of special competence and establish the administrative structure to focus on Title XII activities. Moreover, this assistance has enabled TI to integrate its resources and skills and put in place strategies and program activities uncommon to the normal pattern. Some of these

activities are listed below:

- contribute to faculty growth and development through an intensive French language program, foreign and domestic travel to attend workshops and conferences and participate in overseas field projects
- significant enhancement of french speaking capabilities of faculty and staff--on May 8, 1984, 16 faculty members were tested for proficiency by the Former Director, French program FSI, Washington, DC (five tested at the S-3 level, five at the S-2 level and six at the S-1 level)
- establishment of the International Food and Nutrition Center
- establishment of the Office of International Programs (OIP) a central unit that will actively market the Institute's capabilities for the delivery of training and technical assistance
- the development of two functional linkages with LDC universities - i.e., University of Ibadan, Nigeria - Trypanosomiasis research; University of West Indies - Cowpea Research
- participation of Tuskegee Institute either as a lead institution or consortium member in the following USAID Title XII Projects:
 - (1) Tropical and Subtropical Fruit Improvement (1977-81), Yemen
 - (2) Comprehensive Planning for Rural Development (1977-82), Mali
 - (3) Small Ruminant Collaborative Research Support Program (1979-83), Brazil
 - (4) Baseline Study in Agricultural Research, Education and Extension In Guyana, (1981)
- signing of a Joint Memorandum of Understanding with Oregon State University/USAID, (1984)

-signing of a Memorandum of Agreement with the University of Florida to establish eligibility to participate in the Farm Systems Support Program, (1984)

B. Scope of Work for FY 1985

Building upon these successes we propose to continue to develop new projects and expand ongoing projects and activities as the major thrust of the Program Support Grant. The MOU will, indeed, serve as the evolutionary sequel to the strengthening grant. Program Support Grant funds will be utilized to continue to: (1) strengthen core units/departments for participation in overseas projects and (2) strengthen selected departments/areas for MOU multidisciplinary support of Title XII activities. The proposed work plan described below will draw upon not only MOU (Program Support Grant) resources, but other resources needed to establish a long term program and to assure involvement over time.

Based upon TI's interest, previous history of involvement, and the focus of its interests and capabilities, as the evolutionary process develops, schools and departments will participate in discussions that will ultimately lead to the selection of MOU Core Support schools and departments. These schools and departments will be those that have or are in the process of incorporating international dimensions into their activities, have participated and/or currently participating in AID funded technical assistance projects and wish to continue this participation. This information, after further discussions with the departmental representatives, will then be examined by the International Programs Development and Administrative Committee, and the MOU Core School/department selected. The selection of a particular school or department will represent a continuum of TI's emphasis on a broad spectrum of participation

by the campus as a whole with the Schools of Agriculture and Home Economics, Veterinary Medicine and the College of Arts and Sciences being designated for early involvement.

The use of the FY 1985 Program Support Grant Funds will be guided by two overlapping constraints: (1) a major program in its fifth year of development - "The International Food and Nutrition Center" and related activities - have received a major segment of support from ongoing strengthening grant funds, and (2) an administrative decision to continue to support this very worthwhile program at required levels requested.

During implementation of the PSG for the first year MOU support departments/units will be selected and a framework developed for a campus wide Program Support Grant for succeeding years.

The OIP, will work with all units to develop specific focuses and priorities, and plan for the incorporation of international dimensions into their activities for long-term participation in overseas projects. Thus, the work plan below presents a continuing evolution of the involvement of schools and departments and reflects the focus of capabilities and activities as incorporated into the MOU Agreement.

1. Program Support Activities - As reflected in FY 85 budgetary allocations, a major expense item will be for program support for the continuation of activities in the School of Agriculture and Home Economics and are as follows:

- continue support for the faculty and staff french language program
- continue salary support for International faculty in the Home Economics

Department

- continue to provide LDC field experience with USAID missions and governments in West Africa and the Caribbean
- continue support for International Food and Nutrition Center Library and breast feeding research projects.
- continue to support campus and domestic conferences and workshops

2. Graduate Fellowships in International Development - Tuskegee Institute has continued to emphasize the involvement of young faculty and graduate students in its international development activities. It is felt that this approach will guarantee the development of a cadre of excellent young people who have an interest in and are capable of involvement in technical assistance activities. In this regard, Tuskegee Institute from Strengthening Grant and other resources, has supported graduate student involvement. This will continue from sources other than the PSG, but it is anticipated that major support for Graduate Fellowships in International Development will also be provided by PSG funds.

3. Strengthening of Areas for Participation - Under strengthening grants auspices, OIP will continue to work with a number of departments on the campus to define their interest and potential involvement in technical assistance activities. PSG funds will be utilized to assist in strengthening selected areas for participation. These include farming systems research development, rural sociology and anthropology, library resources and data base access and others.

ALTERATIONS IN GRANT

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

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

"TERMINATION AND SUSPENSION".

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

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

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

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

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

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

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

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

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

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

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

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

"(c) Geographic Source and Order of Preference

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) The corporation or partnership:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PATENT RIGHTS (Small Business Firms and
Nonprofit Organizations) (March 1982)
(OMB Circular A-124)**

a. Definitions

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) "Subject Invention" means any invention of the grantee conceived or first actually reduced to practice in the performance of work under this grant.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a small business concern as defined at Section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)) or any nonprofit scientific or education organization qualified under a state nonprofit organization statute.

b. Allocation of Principal Rights

The grantee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this provision and 35 U.S.C. 203. With respect to any subject invention in which the grantee retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or

have practiced for or on behalf of the United States the subject invention throughout the world. This license will include the right of the Agency for International Development (AID), with respect to any existing or future international agreement entered into under the Foreign Assistance Act of 1961, as amended, to sublicense any foreign government or public international organization in accordance with the terms of any such international agreement.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Grantee

(1) The grantee will disclose each subject invention to AID within two months after the inventor discloses it in writing to grantee personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the grant under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operations, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID, the grantee will promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the grantee.

(2) The grantee will elect in writing whether or not to retain title to any such invention by notifying AID within twelve months of disclosure to the grantee; provided that in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by AID to a date that is no more than 60 days prior to the end of the statutory period.

(3) The grantee will file its initial patent application on an elected invention within two years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The grantee will file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID, be granted.

d. Conditions When the Government May Obtain Title

(1) The grantee will convey to AID, upon written request, title to any subject invention:

(i) If the grantee fails to disclose or elect the subject invention within the times specified in paragraph c. of this provision, or elects not to retain title.

(ii) In those countries in which the grantee fails to file patent applications within the times specified in paragraph c. of this provision; provided, however, that if the grantee has filed a patent application in a country after the times specified in c. of this provision, but prior to its receipt of the written request of AID, the grantee shall continue to retain title in that country.

(iii) In any country in which the grantee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Grantee

(1) The grantee will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the grantee fails to disclose the subject invention within the times specified in paragraph c. of this provision. The grantee's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the grantee is a party and includes the right to grant sublicenses of the same scope to the extent the grantee was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of AID except when transferred to the successor of that party of the grantee's business to which the invention pertains.

(2) The grantee's domestic license may be revoked or modified by AID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations. This license will not be revoked in that field of use or the geographical areas in which the grantee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of AID to the extent the grantee, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, AID will furnish the grantee a written notice of its intention to revoke or modify the license, and the grantee will be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the grantee) after the notice to show cause why the license should not be revoked or modified. The grantee has the right to appeal, in accordance with applicable regulations in the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Grantee Action to Protect the Government's Interest

(1) The grantee agrees to execute or to have executed and promptly deliver to AID all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the grantee elects to retain title, and (ii) convey title to AID when requested under paragraph d. of this provision, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The grantee agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under grant in order that the grantee can comply with the disclosure provisions of paragraph c. of this provision, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by c.(1) of this provision. The grantee shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The grantee will notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The grantee agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the grant) awarded by AID. The Government has certain rights in this invention."

g. Subcontracts and Subgrants

(1) The grantee will include this provision suitably modified to identify the parties, in all subcontracts and subgrants, regardless of tier, for experimental developmental or research work to be performed by a small business firm or nonprofit organization. The subcontractor or subgrantee will retain all rights provided for the grantee in this provision, and the grantee will not, as part of the consideration for awarding the subcontract or subgrant, obtain rights in the subcontractor's or subgrantee's subject inventions.

(2) With respect to any subcontract or subgrant with a profit making organization, regardless of tier, the clause specified in Sec. 1-9.1 of the Federal Procurement Regulations (41 CFR 1-9.1) shall be used for such subcontracts, and the provision specified in Appendix 4C, provision 28, Patents, of AID Handbook 13 shall be used for such subgrants. With respect to any subcontract or subgrant with any small business firm or nonprofit organization, regardless of tier, this provision's requirements shall apply.

(3) In the case of subcontracts or subgrants, at any tier, when the prime award with AID was a grant (but not a contract), AID, subcontractor or subgrantee, and the grantee agree that the mutual obligations of the parties created by this provision constitute a contract between the subcontractor or subgrantee and AID with respect to those matters covered by this provision.

h. Reporting on Utilization of Subject Inventions

The grantee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as AID may reasonably specify. The grantee also agrees to provide additional reports as may be requested by AID in connection with any march-in proceeding undertaken by AID in accordance with paragraph j. of this provision. To the extent data or information supplied under this section is considered by the grantee, its licensee or assignee to be privileged and confidential and is so marked, AID agrees that, to the extent permitted by 35 USC 202(c)(5), it will not disclose such information to persons outside the Government.

i. Preference for United States Industry

Notwithstanding any other provision of this provision, the grantee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject

invention in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the grantee or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights

The grantee agrees that with respect to any subject invention in which it has acquired title, AID has the right in accordance with the procedures in OMB Circular A-124 and Appendix 4C, provision 28, Patents, Handbook 13 to require the grantee, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the grantee assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that:

(1) Such action is necessary because the grantee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the grantee, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the grantee, assignees, or licensees; or

(4) Such action is necessary because the agreement required by paragraph 1 of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Grants with Non-profit Organizations

If the grantee is a non-profit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of AID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention provided that such assignee will be subject to the same provisions as the grantee;

(2) The grantee may not grant exclusive licenses under United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:

(i) five years from first commercial sale or use of the invention; or

(ii) eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, AID approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use will not be deemed commercial sale or use as to other fields of use, and a first commercial sale or use with respect to a product of the invention will not be deemed to end the exclusive period to different subsequent products covered by the invention.

(3) The grantee will share royalties collected on subject invention with the inventor; and

(4) The balance of any royalties or income earned by the grantee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education.

1. Communications

Communications concerning this provision shall be addressed to the AID Grant Officer at the address shown on the face of this grant.

**U.S. Grantees and U.S. Subgrantees
EDUCATIONAL INSTITUTIONS
INDEX OF
STANDARD PROVISIONS**

- | | |
|---|---|
| <ul style="list-style-type: none">1. Allowable Costs and Contributions (Educational Institutions)2. Accounting, Audit and Records3. Refunds4. Nondiscrimination in Federally Assisted Programs5A. Negotiated Overhead Rates—Predetermined5B. Negotiated Overhead Rates—Educational Institutions6. Revision of Financial Plans7A. Payment—Federal Reserve Letter of Credit (FRLC) Advance7B. Payment—Periodic Advances7C. Payment—Reimbursement8. Travel and Transportation9. Ocean Shipment of Goods10A. Procurement of Goods and Services Under \$250,000.10B. Procurement of Goods and Services Over \$250,00011. Local Cost Financing With U.S. Dollars12. Government Furnished Excess Personal Property13A. Title to and Use of Property (Grantee Title)13B. Title to and Care of Property (U.S. Government Title) | <ul style="list-style-type: none">13C. Title to and Care of Property (Cooperating Country Title)14. Conversion of United States Dollars to Local Currency15. Termination16. Voluntary Participation17. Prohibition on Abortion—Related Activities18. Voluntary Participation Requirements For Sterilization Programs19. Publications20. Patents21. Regulations Governing Employees Outside The United States22. Subordinate Agreements23. Salaries24. Ineligible Countries25. Disputes26. Participant Training27. Health and Accident Coverage for AID Participant Trainees28. Use of Pouch Facilities29. U.S. Officials Not To Benefit30. Covenant Against Contingent Fees31. Nonliability32. Amendment33. The Grant34. Notices |
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—SEE FOOTNOTE ON PAGE 22—

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

Select only 1 payment provision from Group 7.

Select only 1 procurement provision from Group 10.

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

1. ALLOWABLE COSTS AND CONTRIBUTIONS (EDUCATIONAL INSTITUTIONS)

(This provision is applicable to educational institutions)

(a) The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the Grant Officer to be reasonable, allocable, and allowable in accordance

with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and (3) OMB Circular A-21 "Principles for Determining Costs Applicable to Grants, Contracts and Other Agreements with Educational Institutions," in effect on the date of this grant (hereinafter referred to as "applicable cost principles").

(b) If Grantee contributions in the form of cost sharing/matching are required under this grant, the

X 30

allowability of costs applied to the grant for such contributions shall be determined by the Grant Officer in accordance with the terms of paragraph 1K, "Cost Sharing and Matching" of Handbook 13 in effect on the date of this Grant.

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

2. ACCOUNTING, AUDIT AND RECORDS

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

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

3. REFUNDS

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

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

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

4. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

(a) No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from AID in accordance with:

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

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

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

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

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

5A. NEGOTIATED OVERHEAD RATES—PREDETERMINED

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

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

(b) The Grantee, except for educational institutions covered by OMB Circular A-88, as soon as possible but not later than 3 months after the close of each of its accounting periods during the term of this grant, shall submit to the AID Grant Officer with copies to the cognizant audit activity, the AID Inspector General, and the AID Overhead and Special Costs Branch, Services Operations Division, Office of Contract Management, AID/Washington, D.C.

20523, a proposed predetermined overhead rate or rates based on the Grantee's actual cost experience during that fiscal year, together with supporting cost data. Negotiation of predetermined overhead rates by the Grantee and the AID Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

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

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

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

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

5B. NEGOTIATED OVERHEAD RATES—EDUCATIONAL INSTITUTIONS

(This provision is applicable to educational institutions which do not have predetermined rates; however, it shall also be included when the

NEGOTIATED OVERHEAD RATES—PREDETERMINED provision is used, under the conditions set forth therein)

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

(b) The Grantee, except educational institutions covered by OMB Circular A-88, as soon as possible but not later than 90 days after the close of each of its accounting periods during the term of this grant shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Services Operations Division, Office of Contract Management, AID/Washington, D.C. 20523 and to the Office of the Inspector General, AID/Washington, D.C. 20523, a proposed final rate or rates for the period, together with supporting cost data. Negotiation of final overhead rates by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with OMB Circular A-21 (Principles for Determining Costs Applicable to Grants, Contracts and other Agreements with Educational Institutions) as in effect on the date of this grant.

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

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

(f) Any failure by the parties to agree on any final rate or rates under this provision shall be considered a dispute within the meaning of the Standard Provi-

sion of this Grant, entitled "Disputes," and shall be disposed of in accordance therewith.

6. REVISION OF FINANCIAL PLANS

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

(b) The Grantee shall immediately request approval from the Grant Officer when there is reason to believe that within the next 30 calendar days a revision of the approved Financial Plan will be necessary for any of the following reasons:

1. To change the scope or the objectives of the project or program.

2. Additional funding is needed.

3. The Grantee expects the amount of AID authorized funds will exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater.

4. The Grantee plans to transfer amounts budgeted for indirect costs to absorb increases in direct costs or vice versa.

5. The Grantee plans to transfer funds budgeted for training allowances (direct payments to trainees) to other categories of expense.

6. The Grantee plans to incur an expenditure which would require approval under the terms of this grant, and was not included in the approved Financial Plan.

7. The Grantee intends to subcontract or subgrant any of the substantive programmatic work under this grant, and such subcontracts or subgrants were not included in the approved Financial Plan.

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

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

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

Grantee, terminate this grant pursuant to the Standard Provision of this grant, entitled "Termination."

(f) Except as required by other provisions of this grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the grant, and the Grantee shall not be obligated to continue performance under the grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant.

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

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

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as "FRLC") in the amount of funding obligated by this grant, against which the Grantee may draw cash only for immediate disbursing needs. The term "immediate disbursing needs" when applied to FRLC's is defined as the cash requirements for a three-day period. Any subgrantee funded by the Grantee from funds provided by this grant, shall obtain such funds from the Grantee only as needed for disbursement. The financial management system of the Grantee shall provide for effective control over and accountability for Federal funds as stated in paragraph 1L of Handbook 13.

(b) FRLC Operational Requirements

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

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

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

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

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

(6) After the first payment voucher (Form TFS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing

balance of previous drawdowns has been expended or is insufficient to meet current needs.

(c) FRLC Reporting

(1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of the period, in an original and two copies. If the Grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant. This report shall be submitted to the addresses specified by AID in the Schedule of this grant. In cases where grants are Mission funded, the Grantee will forward an information copy to the AID Mission accounting station at the same time the original and one copy are mailed to AID/Washington.

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

(d) Suspension of FRLC

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

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

7B. PAYMENT—PERIODIC ADVANCES

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

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

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

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

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

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

7C. PAYMENT—REIMBURSEMENT

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

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

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

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

8. TRAVEL AND TRANSPORTATION

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

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

(b) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, it will so

notify the Grantee after receipt of advice of intent to travel, required above. AID will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

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

The terms used in this provision have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

(4) When by itself or in combination with other certificated or noncertificated air carriers (if certificated air carriers are "unavailable") it takes 12 or

more hours longer from the original airport to the destination airport to accomplish the agency's mission than would service by a noncertificated air carrier or carriers.

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

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

(1) No certificated air carrier provides scheduled air freight service from the airport serving the shipment's point of origin, and a noncertificated air carrier does.

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

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

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

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

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

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

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

(h) *Travel Costs and Overseas Maintenance Allowances*

(1) *Travel Within the United States*

(i) As used herein, the term "travel within the United States" includes the 50 states, District of Col-

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umbia, Commonwealth of Puerto Rico, Virgin Islands, and all the U.S. Territories except the Trust Territories of the Pacific Islands.

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

(2) International Travel

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

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

9. OCEAN SHIPMENT OF GOODS

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

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

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

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

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

(e) Shipments by voluntary nonprofit relief agencies (i.e., PVO's) shall be governed by this Standard Provision and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).

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

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

(a) Ineligible Goods and Services

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

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

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

(b) Restricted Goods

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

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

If AID determines that the Grantee has procured any of the restricted goods specified above under this grant, without the prior written authorization of the

Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the reimbursement.

(c) Geographic Source and Order of Preference

All goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursed under this grant, and which will be financed with 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 (c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

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

(e) The Grantee's Procurement System

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

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this

grant, the Grantee shall to maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization, AID/Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of, and granted by, the Office of Small and Disadvantaged Business Utilization) to placing any order or contract in excess of \$25,000:

- (1) Brief general description and quantity of goods or services;
- (2) Closing date for receiving quotations, proposals, or bids; and
- (3) Address where invitations or specifications can be obtained.

(g) Ineligible Suppliers

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

(h) Ocean and Air Transportation

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

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

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

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

(b) *Procurement of goods.* In order to be eligible under this grant, goods purchased under this grant

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must be of eligible source and origin, and must satisfy AID's componentry requirements set forth below. In addition, the supplier of commodities must meet the nationality requirements specified in paragraph (d)(1) of this provision.

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

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

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

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

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

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

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

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

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

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

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

(c) *Eligibility of commodity-related services*

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

(2) *Ocean and air transportation*

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

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

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

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

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

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

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

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

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vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

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

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

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

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

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

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

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

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

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

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

(2) *Suppliers of services.* A contractor or subcontractor thereunder providing services under an AID-financed grant must fit one of the following categories for the costs of such contracts or subcontracts to be eligible for AID financing under this grant. (NOTE: the term contractor includes personal services contractors):

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

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

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

(B) The corporation or partnership:

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

(2) has performed within the United States administrative and technical, professional or construction services under a contract or contracts

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for services and derived revenue therefrom in each of the three years prior to the date described in the preceding paragraph, and

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

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

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

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

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

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

(f) *The Cooperating Country as a source.* With certain exceptions, the Cooperating Country is not normally an eligible source for procurement to be paid in U.S. dollars. The exceptions are for ocean freight and marine insurance (see paragraphs (c)(1) and (c)(2) of this provision). The Cooperating Country may be an eligible source if local cost financing is

approved either by specific action of the Grant Officer or in the Schedule of the grant. In such cases, the Standard Provision entitled "Local Cost Financing with U.S. Dollars," will apply.

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

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

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

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

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

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

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

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

(j) *Ineligible suppliers:* Funds provided under this grant shall not be used to procure any commodity or

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commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this grant. AID will provide the Grantee with this list.

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

11. LOCAL COST FINANCING WITH U.S. DOLLARS

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

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

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

(1) *Ineligible goods and services*

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

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

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

(2) *Restricted goods*

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

- (i) agricultural commodities,
- (ii) motor vehicles,
- (iii) pharmaceuticals,

- (iv) pesticides,
- (v) rubber compounding chemicals and plasticizers,
- (vi) used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) fertilizer.

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

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

(4) *Nationality*

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

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

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

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

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

(2) *Imported shelf items.* Imported shelf items are goods that are normally imported and kept in stock, in the form in which imported, for sale to meet a general demand in the country for the item; they are not goods which have been specifically imported for use in an AID-financed project.

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

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

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

12. GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

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

The policies and procedures of Handbook 16, "Excess Property," and the appropriate provisions

of 41 CFR 101-43 apply to the Government furnished excess property under this grant.

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

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

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

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

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

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

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

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

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

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

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

(b) *Use of Government Property*

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

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

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

The Grantee shall submit, for review and written approval of the Grant Officer, a records 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 Handbook 13), the Grantee shall furnish the Grant Officer proof of such approval in lieu of another approval submission.

(1) Property Control

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

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

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

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

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

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

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

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

(2) Maintenance Program

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

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

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

(iii) recording of work accomplished under the program.

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

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

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

(d) Risk of Loss

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

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

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

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

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

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

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tent of insurance actually procured and maintained, whichever is greater; or

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

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

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

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

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

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

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

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

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

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

(e) Access

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

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

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

(g) *Communications*

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

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

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

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

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

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

14. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

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

15. TERMINATION

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

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

(c) *Termination Procedures.* Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise

obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the Grantee prior to effective date of the termination of this grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in this grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

16. VOLUNTARY PARTICIPATION

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

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

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

17. PROHIBITION ON ABORTION-RELATED ACTIVITIES

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

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

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, pur-

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chase orders, and any other subordinate agreements hereunder.

18. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

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

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

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

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

(d) Copies of informed consent forms and certification documents for each voluntary sterilization

(VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure.

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

19. PUBLICATIONS

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

(a) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this grant, the Grantee shall consult with AID on the nature of the acknowledgement prior to publication.

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

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

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

20. PATENTS

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

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

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

other right otherwise granted to the Government under any patent.

21. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

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

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

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

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

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

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

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

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

22. SUBORDINATE AGREEMENTS

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

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

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

23. SALARIES

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

24. INELIGIBLE COUNTRIES

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

25. DISPUTES

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

(b) Decisions of the AID Grant Officer shall be final and conclusive unless, within 30 days of receipt

of the decision of the Grant Officer, the Grantee appeals the decision to the Administrator, AID. Any appeal made under this provision shall be in writing and addressed to the Administrator, Agency for International Development, Washington, D.C. 20523; a copy of any such appeal shall be concurrently furnished to the Grant Officer.

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

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

26. PARTICIPANT TRAINING

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

(a) Definitions

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

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

(b) Applicable regulations

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

(c) Reporting requirement

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

27. HEALTH AND ACCIDENT COVERAGE FOR AID PARTICIPANT TRAINEES

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

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

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

(c) The Grantee shall assure that enrollment shall begin immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by AID and that enrollment shall continue in full force and effect until the participant returns to his/her country of origin, or is released from AID's responsibility, whichever is the sooner. The Grantee shall continue enrollment coverage for participants whose departure is delayed due to medical or other compelling reasons, with the written concurrence of the AID Project Manager and subject to the requirements of paragraph (d).

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

(1) Within thirty (30) days after enrollment, the Grantee shall send an enrollment fee computed on the basis of the fixed rate per participant per month* (the minimum period for calculation of fee is one month—that is, one participant month, 30 days, not one calendar month—premiums may not be prorated for fractional periods of less than 30 days), to: Agency for International Development, Office of

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

Financial Management, Program Accounting Division, Nonproject Assistance, Washington, D.C. 20523.

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

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

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

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

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

(g) Any payments for medical costs not covered by the Grantee's student health service program, or mandatory, nonwaivable health and accident insurance program, or AID's HAC program shall be reimbursable under this grant only with specific written approval of the Grant Officer and subject to the availability of funds.

(h) The HAC Administrator, for the period February 1, 1980 through January 31, 1983, is:

Trust Fund Administrators, Inc.
1030 15th Street, NW, Suite 500
Washington, D.C. 20005.

28. USE OF POUCH FACILITIES

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

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

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

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

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

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

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

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

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

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

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

29. U.S. OFFICIALS NOT TO BENEFIT

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

30. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or con-

tingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

31. NONLIABILITY

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

32. AMENDMENT

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

33. THE GRANT

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

34. NOTICES

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

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

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

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

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

"Grantee" means "Recipient,"

"Grant" means "Cooperative Agreement,"

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

"Subgrant" means "Subcooperative Agreement," and

"Subgrantee" means "Subrecipient."

AID 1360-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country Worldwide	Page 1 of 2 Pages
		2. PIO/T No. 931-1282 3641489	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
PIO/T	PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	4. Project/Activity No. and Title 931-1282 Title XII University Strengthening Grant - Tuskegee Institute	

DISTRIBUTION	5. Appropriation Symbol 72-1141021.3	6. Allotment Symbol and Charge DDAA84-13600-AG11 (443-36-099-00-20-41)
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7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.)
---	--

9. Authorized Agent SER/CM/COD	10. This PIO/T is in full conformance with PRO/AG N.A. _____ Date _____
-----------------------------------	--

11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (MB 14) <input type="checkbox"/> PASA/RSSA (MB 12) <input checked="" type="checkbox"/> AID Grant (MB 13) <input type="checkbox"/> Other	11b. Contract/Grant/PASA/RSSA Reference Number (If this is an Amendment) AID/DSAN-XII-G-0165
---	---

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

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		B. U.S.-Owned Local Currency			125,000

13. Mission Reference

14a. Instructions to Authorized Agent: SER/CM/COD is authorized to amend AID/DSAN/XII-G-0165 to Tuskegee Institute so that on or about July 1, 1984 it is superseded by the issuance of a program support grant in accordance with and consistent with the purposes, terms and conditions described in the Grantee's memorandum of understanding DAN-0000-B-00-4005-00 and in the attached plan of action for the program support grant. All funds remaining in grant DSAN-XII-G-0165 as of the date of this grant amendment are to be transferred to the program support. (The Grantee states that there will be no funds so remaining.) SER/CM/COD is also authorized to obligate these additional funds and to establish a termination date for the program support grant of 9/30/89. The funds now being added together with funds transferred from the strengthening grant are

14b. Address of Voucher Paying Office _____ (Continued on p. 2)

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

A. The project officer certifies that the specifications in the statement of work are technically accurate. S&T/T/RUR, C. Barker <i>[Signature]</i>	Phone No. 235-8929 Date 6/14/84	B. The statement of work lies within the purview of the initiating and approved agency programs. S&T/T, Erven J. Long <i>[Signature]</i>	Date 6/14/84
--	---------------------------------------	---	-----------------

C. _____ S&T/PO, F. Campbell	Date _____	D. Funds for the services requested are available. FUNDS RESERVED BY <i>[Signature]</i>
---------------------------------	------------	--

E. _____	Date _____	POSTED <i>[Signature]</i> 6/26/84
----------	------------	--------------------------------------

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to. Signature _____ Date _____	17. USAID Agency for International Development <i>[Signature]</i> Signature _____ Date <i>[Signature]</i> Title Chief, S&T/PO/PR
--	--

DEPARTMENT OF STATE
AGENCY FOR
INTERNATIONAL DEVELOPMENT

Worksheet: Invoice

PAGE 2 OF 2 PAGES

CONTINUATION
SHEET

- P/O/C
 P/O/P
 P/O/T
 P/A/P/R

1. Cooperating Country
Worldwide

2a. P/O Number
931-1282

2b. Amendment
 Original OR No. _____

3. Project Number and Title 931-1282
Title XII University
Strengthening Grant-Tuskegee Institute

Indicate Block
numbers

Use this form to complete the information required in any block of a P/O/P, P/O/T or P/A/P/R. For P/O/C, furnish the item number, quantity, description/specifications, including catalog stock number and price when available.

Pipeline Analysis

	Total Obligations to Date	232,907
Less:	Total Actual Expenditures Thru 3/1/84	200,684
Less:	Estimated Accrued Expenditures - 3/2/84-6/30/84	32,223
	Estimated Pipeline	0
	Proposed Budget Amount for Funding Period 7/1/84-9/30/84	25,000
	10/1/84-9/30/85	100,000
Less:	Estimated Pipeline (End of Current Funding Period)	0
	Amount Actually required for Proposed P/O/T	125,000

Total contributions through 9/30/84 are now estimated to be \$257,907 by A.I.D. and \$260,998 by the Grantee. For the period 10/1/84 through 9/30/89, AID's contributions are estimated to be \$500,000 and the Grantee's \$250,000. This reflects the determination by BIFAD that the matching requirement for the 1890 institutions and Tuskegee will be a 50% match.

(Continuation from Block 14, page 1)
for the purpose of funding the period 7/1/84 through 9/30/85.
Please note the requirement under PSGs to 1890 institutions for a 50 percent match of nonfederal funds.

Attachment:

- A. Program Description and Plan of Work for Tuskegee Institute's Program Support Grant - Part of the Joint Memorandum of Understanding (MOU) with Oregon State University No. DAN-0000-B-00-4005-00 June 1, 1984 - May 31, 1985.

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Program Description and Plan of Work for
Tuskegee Institute's
Program Support Grant - Part of the Joint
Memorandum of Understanding (MOU) with
Oregon State University
No. DAN-0000-B-00-4005-00

June 1, 1984 - May 31, 1985

I. Program Description: Tuskegee Institute's past and present agricultural and rural development activities make it especially qualified to participate in a Joint Memorandum of Understanding designed to improve the performance and contribution of the agricultural and rural sectors of Less Developed Countries (LDCs) to their overall economic and social development objectives. It has a unique set of institutional resources which qualifies it to undertake a wide range of tasks related to agricultural and rural development in LDCs. Specifically, Tuskegee Institute has the following academic, research and extension units which could play important roles in a cooperative arrangement.

A. Academic Units

Tuskegee offers majors in several academic areas which are related to agricultural and rural development.

1. Department of Agricultural Sciences

The department of Agricultural Sciences is composed of four inter-related programs--animal and poultry sciences, plant and soil sciences, home economics and nutrition and environmental science. Both undergraduate and graduate programs are offered. Of particular significance is that of the 546 foreign students

from LDCs at Tuskegee Institute well over half are enrolled in agricultural programs and veterinary medicine.

2. School of Veterinary Medicine

The School of Veterinary Medicine was established in 1945 and is fully accredited by the Council on Education of the American Veterinary Medical Association. A professional four-year course leading to a Doctor of Veterinary Medicine and a Master of Science in Veterinary Medicine are offered. . Tuskegee has played a major role in training veterinarians for LDCs. In fact, Tuskegee Institute's School of Veterinary Medicine is the only one in the U.S. that admits international students to the Doctor of Veterinary Medicine Curriculum. The school also operates a Rural Food Animal Health Service that serves primarily limited resource farmers.

3. Department of Economics

The curriculum leads to a B.S. degree in Economics. A major emphasis in the program is international and development economics. Several faculty members are from LDCs and have interests in their special economic problems.

4. Department of Sociology

An undergraduate program is offered in Sociology. Courses are offered in rural Sociology and socio-cultural change in Africa. Three members of the faculty are rural sociologists and one is from Ghana, West Africa.

5. Department of Black Studies

The black studies program is designed to prepare students for careers in community development, business, foreign service in the

U.S.A, Africa, and the Caribbean. About one-half of the courses relate directly to Africa.

B. Research Units

There are several research units at Tuskegee Institute which could make important contributions to this cooperative agreement.

1. Carver Research Foundation

The Carver Research Foundation of Tuskegee Institute was incorporated by Dr. Carver and his associates in 1940 as a private foundation. The initial funds of incorporation were the personal savings of Dr. Carver. Since that time the work of the Foundation has been supported by grants and contracts from business, foundations, and government agencies. Since its founding the Foundation has been concerned with carrying out the objectives of Dr. Carver: to advance knowledge through research in agriculture, the natural sciences and related areas as well as other pure and applied sciences.

2. The Division of Behavioral Science Research

Over the years Tuskegee Institute has had a distinguished history of involvement in organized social research and data collection. Some of the early research organizations were the Rural Life Council, the Department of Records and Research and the Office of the Director of Research. In 1967 the social research activities at Tuskegee Institute were reorganized under the Division of Behavioral Science Research. The focus of research in the Division includes race relations, poverty and rural development.

3. Tuskegee Institute Center for Rural Development

The newest social research organization at Tuskegee Institute is the Center for Rural Development. It is currently being funded with USDA-CSRS funds. The Center is concerned with a broad range of problems associated with rural development.

4. The George Washington Carver Agricultural Experiment Station

The George Washington Carver Agricultural Experiment Station has as its central theme "Small Farms Research From the Total Family Perspective." The primary mission of the station is to develop and evaluate research technology that directly addresses the needs and concerns of the State of Alabama, the Southeastern Region, and the United States of America, with special emphasis on its small farm clientele. Whereas, the major research focus is clearly directed at state and regional needs, national and international implications should not be overlooked.

5. The Biomedical Information Management System (BIMS)

The Biomedical Information Management System (BIMS) located in the School of Veterinary Medicine is an innovative project designed to equip faculty, staff, and students with current knowledge and skills needed to insure the proper use of computers as memory extenders and consulting knowledge base systems as decision making aids.

The knowledge base system is comprehensive and integrates administrative, agricultural and business management information, using programming languages (Digital Standard, MUMPS, BASIC) and the POISE Data Base Management System on a VAX 11/750 Computer

System.

The capabilities of the BIMS will allow the Institute to expand its extension activities, agricultural and animal health research and to improve the management of its information resources. These resources will be used for training individuals and provide access to current information management technology for use in third world countries.

6. The International Food and Nutrition Center (IFNC)

The International Food and Nutrition Center (IFNC) initiated in 1970 through a USAID-Title XII Strengthening Grant, addresses itself directly to those international concerns that relate to family nutrition improvement, nutrition assessment and education.

Focusing its collaborative efforts on the needs of Women and Children in West Africa and the Caribbean, IFNC has several current projects - (1) providing technical assistance to a breast-feeding project in Jamaica; (2) developing a nutritional curriculum jointly with Cuttington University College in Liberia; and (3) developing a french language training program for faculty and staff (4) providing field experiences for nutrition faculty in LDCs.

C. Extension Units

Extension efforts have always been a major part of Tuskegee's effort. Tuskegee has always been concerned with taking the knowledge developed in the classrooms and labs and applying it in the rural areas in order to improve the lives of the people.

1. Human Resources Development Center (HRDC)

The Human Resources Development Center (HRDC) is currently the major outreach unit at Tuskegee. Its major function is the operation of extension and demonstration programs designed to deal with the major social and economic problems of the disadvantaged in the rural South. During the past several years various members of the HRDC staff have been involved as consultants dealing with development problems in various LDCs.

2. The Cooperative Extension Service

The extension efforts at Tuskegee Institute are directed toward the most economically disadvantaged of the rural population in the area. Its primary mission is to assist rural people in identifying and solving farm, home and community problems covering a 12 county area - basic program areas are:

- Home Economics
- Agricultural Resources
- Community Resource Development

II. Plan of Work

A. Relevant Title XII Activity Experience:

Over the years Title XII Strengthening Grants awarded to Tuskegee Institute (TI) have permitted initiation of program changes that have significantly increased its opportunities for international involvement. We have been able to identify and develop areas of special competence and establish the administrative structure to focus on Title XII activities. Moreover, this assistance has enabled TI to integrate its resources and skills and put in place strategies and program activities uncommon to the normal pattern. Some of these

activities are listed below:

- contribute to faculty growth and development through an intensive French language program, foreign and domestic travel to attend workshops and conferences and participate in overseas field projects
- significant enhancement of french speaking capabilities of faculty and staff--on May 8, 1984, 16 faculty members were tested for proficiency by the Former Director, French program FSI, Washington, DC (five tested at the S-3 level, five at the S-2 level and six at the S-1 level).
- establishment of the International Food and Nutrition Center
- establishment of the Office of International Programs (OIP) a central unit that will actively market the Institute's capabilities for the delivery of training and technical assistance
- the development of two functional linkages with LDC universities - i.e., University of Ibadan, Nigeria - Trypanosomiasis research; University of West Indies - Coupea Research
- participation of Tuskegee Institute either as a lead institution or consortium member in the following USAID Title XII Projects:
 - (1) Tropical and Subtropical Fruit Improvement (1977-81), Yemen
 - (2) Comprehensive Planning for Rural Development (1977-82), Mali
 - (3) Small Ruminant Collaborative Research Support Program (1979-83), Brazil
 - (4) Baseline Study in Agricultural Research, Education and Extension In Guyana, (1981)
- signing of a Joint Memorandum of Understanding with Oregon State University/USAID, (1984)

-signing of a Memorandum of Agreement with the University of Florida to establish eligibility to participate in the Farm Systems Support Program, (1984)

B. Scope of Work for FY 1985

Building upon these successes we propose to continue to develop new projects and expand ongoing projects and activities as the major thrust of the Program Support Grant. The MOU will, indeed, serve as the evolutionary sequel to the strengthening grant. Program Support Grant funds will be utilized to continue to: (1) strengthen core units/departments for participation in overseas projects and (2) strengthen selected departments/areas for MOU multidisciplinary support of Title XII activities. The proposed work plan described below will draw upon not only MOU (Program Support Grant) resources, but other resources needed to establish a long term program and to assure involvement over time.

Based upon TI's interest, previous history of involvement, and the focus of its interests and capabilities, as the evolutionary process develops, schools and departments will participate in discussions that will ultimately lead to the selection of MOU Core Support schools and departments. These schools and departments will be those that have or are in the process of incorporating international dimensions into their activities, have participated and/or currently participating in AID funded technical assistance projects and wish to continue this participation. This information, after further discussions with the departmental representatives, will then be examined by the International Programs Development and Administrative Committee, and the MOU Core School/department selected. The selection of a particular school or department will represent a continuum of TI's emphasis on a broad spectrum of participation

by the campus as a whole with the Schools of Agriculture and Home Economics, Veterinary Medicine and the College of Arts and Sciences being designated for early involvement.

The use of the FY 1985 Program Support Grant Funds will be guided by two overlapping constraints: (1) a major program in its fifth year of development - "The International Food and Nutrition Center" and related activities - have received a major segment of support from ongoing strengthening grant funds, and (2) an administrative decision to continue to support this very worthwhile program at required levels requested.

During implementation of the PSG for the first year MDU support departments/units will be selected and a framework developed for a campus wide Program Support Grant for succeeding years.

The OIP, will work with all units to develop specific focuses and priorities, and plan for the incorporation of international dimensions into their activities for long-term participation in overseas projects. Thus, the work plan below presents a continuing evolution of the involvement of schools and departments and reflects the focus of capabilities and activities as incorporated into the MDU Agreement.

1. Program Support Activities - As reflected in FY 85 budgetary allocations, a major expense item will be for program support for the continuation of activities in the School of Agriculture and Home Economics and are as follows:

- continue support for the faculty and staff french language program
- continue salary support for International faculty in the Home Economics

Department

- continue to provide LDC field experience with USAID missions and governments in West Africa and the Caribbean
- continue support for International Food and Nutrition Center Library and breast feeding research projects.
- continue to support campus and domestic conferences and workshops

2. Graduate Fellowships in International Development - Tuskegee Institute has continued to emphasize the involvement of young faculty and graduate students in its international development activities. It is felt that this approach will guarantee the development of a cadre of excellent young people who have an interest in and are capable of involvement in technical assistance activities. In this regard, Tuskegee Institute from Strengthening Grant and other resources, has supported graduate student involvement. This will continue from sources other than the PSG, but it is anticipated that major support for Graduate Fellowships in International Development will also be provided by PSG funds.

3. Strengthening of Areas for Participation - Under strengthening grants auspices, OIP will continue to work with a number of departments on the campus to define their interest and potential involvement in technical assistance activities. PSG funds will be utilized to assist in strengthening selected areas for participation. These include farming systems research development, rural sociology and anthropology, library resources and data base access and others.

PSG funds made available to the University and the Institute by A.I.D. which are utilized for functional component B-1 above, will be matched as follows:

- (a) By the University³ - Dollar for dollar with non-federal contributions.

- (b) By the Institute - At annual increasing ratios, as defined in the PSG, so that the Institute's non-Federal contribution will equal at least 50% of the AID funds for the fifth year and for every year of PSG activity thereafter.

PSG funds utilized for functional component B-2 above, will not be matched by the University and the Institute.

The Grantees shall bear all indirect or overhead costs incurred as the result of performance under their PSGs. Neither A.I.D. grant funds nor the Grantees' matching non-Federal contributions can be used for payment of such costs.

C. Short-Term Advisory Services

A.I.D. may request short-term professional services from time to time through its missions, regional, or Washington offices. Such short-term services may be defined and funded under Indefinite Quantity Contracts (IOCs) between A.I.D., and the University, and between

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CONTRACT/AGREEMENT DATA SHEET

A 2278

1.M/SER/CM/SD/SS Action Monitor: L.B.

2. Date PIO/T Received: 2 / 9 / 83

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

3. Contract/Agreement Number: AID/DSAN-XII-G-0165 *A#5* *Rec'd. for Val: 4/11/83*

4. Contractor/Recipient Name: Tuskegee Institute

5. Organization Symbol:

6. Project Title: Matching Formula Title XII University Strengthening Grant

7. Project Officer's Name: B. Masters

8. Organization Symbol: S&T/RUR

9. Requisitioning Document ID No: 931-1282-3631167

10. TYPE OF ACTION: B

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

11. Amount of this PIO/T: *DRIG* U.S. \$ 49,234 (inc.)
A1 + *69,727*

12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 110,585

13. Cumulative Obligation: U.S. \$ 232,907

14. This Action Funded Through: 6/30/84

15. Date Contractual Documents Signed by AID Official: 4/8/83

16. Incrementally Funded Contract: *yes*

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

18. Campus Coordinator: (Univ. Contracts) -

19. Budget Plan Code: DDAA 83-13600-AG11
App. 72-1131021.3, All. 343-36-099-00-20-31

20. Country or Region of Performance: *Worldwide*

21. Total Estimated Cost of the Contractual Document: U.S. \$ *297,349 inc.*
432,918

22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ *419,550*
149,145 inc.

23. Effective Date of this Action: 4/8/83

24. Estimated Completion/Expiration Date: 9/30/88

25. Contractor DUNS Number:

26. Consultant Type Award: *NO*

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

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

29. Negotiator's Typed Name: *LAKE*

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

31. Date Signed: 4/11/83

32. Contract/Grant Officer's Organization Symbol: COD/AN

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

34. Date Signed: 4/11/83

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

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI)
 B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF)
 C. IOC & Requirements Contracts
 D. Other

36. ADVANCE: A. No Advance
 B. Advance Non-FRLC
 C. Advance FRLC

37. SUBJECT TO STATUTORY REQUIREMENT: A. Walsh-Healey Act, Manufacturer*
 B. Walsh-Healey Act, Regular Dealer*
 C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers)
 D. Davis-Bacon Act (Construction)
 E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts)
* Equipment, Supplies, Materials, and Commodities

38. Country of Manufacture: *Advance Copy*
5-2-83

bib

MAY 10 1983

ORIGINAL

DNL

Mr. B. D. Mayberry
Director, International Programs
Carver Research Foundation
Office of SEA/CR Research Director
Room 9, Vocational Building
Tuskegee Institute
Tuskegee, Alabama 36088

APR - 8 1983

Subject: Amendment No. 5
Title XII Strengthening
Grant (Matching)
AID/DSAN-XII-G-0165

Dear Mr. Mayberry:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Section 297 of Title XII thereof, the subject grant is hereby amended as follows:

1. COVER PAGE
 - a) "Expiration Date" - Delete "September 30, 1987," and substitute "September 30, 1988."
 - b) "Amount Obligated" - Delete "\$122,322" and substitute "\$232,907."
2. Article IV, "Grant Term" - Delete "September 30, 1987," and substitute "September 30, 1988."
3. Article V, "Funds Obligated and Estimated Costs"
 - a) Delete the total estimated cost of "\$535,569" and substitute "\$832,918."
 - b) Delete AID's estimated contribution of "\$265,164" and substitute "\$413,368."
 - c) Delete the Grantee's estimated non-federal contribution of "\$270,405" and substitute "\$419,550."
 - d) Delete AID's obligated amount of "\$122,322" and substitute "\$232,907."
 - e) Delete the funding period ending date of "September 30, 1983" and substitute "June 30, 1984."

ORIGINAL

REPRODUCED ON PAGE 3

67
3

4. ARTICLE VII - STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

"(c) Geographic Source and Order of Preference

All goods (e.g., equipment, materials, and supplies) and services, the costs of which

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

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

f) Add Standard Provision No. 37 entitled "PATENT RIGHTS (Small Business Firms and Nonprofit Organizations)" which is attached hereto and made a part hereof.

Except as expressly hereby amended, the terms and conditions of the subject grant remain unchanged.

Please sign the original and six (6) copies of this amendment, and return the original and five (5) copies to the undersigned. Please return all copies marked "Funds Available."

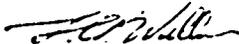
Sincerely yours,



Morton Darwin
Grant Officer
Agriculture/Nutrition Branch
Central Operations Division
Office of Contract Management

ACCEPTED BY:

TUSKEGEE INSTITUTE

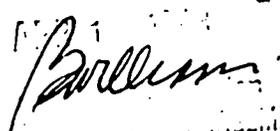
BY 
L. A. Williams
TITLE Vice Pres. for Bus. Aff.

DATE: April 19, 1983

O/c 4/90
FUNDS AVAILABLE

Funding Data for this Amendment

PIO/T No.	Obligation
3631167	\$44,858
3631167 A1	\$65,727
Project No.: 931-1282	
Appropriation No.: 72-1131021.3	
Allotment No. 343-36-099-00-20-31	
Budget Plan Code: DDAA-83-13600-AG11	
AID's Total Estimated Cost: \$413,368	


OFFICE OF CONTRACT MANAGEMENT

**PATENT RIGHTS (Small Business Firms and
Nonprofit Organizations) (March 1982)
(OMB Circular A-124)**

a. Definitions

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) "Subject Invention" means any invention of the grantee conceived or first actually reduced to practice in the performance of work under this grant.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a small business concern as defined at Section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)) or any nonprofit scientific or education organization qualified under a state nonprofit organization statute.

b. Allocation of Principal Rights

The grantee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this provision and 35 U.S.C. 203. With respect to any subject invention in which the grantee retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or

have practiced for or on behalf of the United States the subject invention throughout the world. This license will include the right of the Agency for International Development (AID), with respect to any existing or future international agreement entered into under the Foreign Assistance Act of 1961, as amended, to sublicense any foreign government or public international organization in accordance with the terms of any such international agreement.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Grantee

(1) The grantee will disclose each subject invention to AID within two months after the inventor discloses it in writing to grantee personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the grant under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operations, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID, the grantee will promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the grantee.

(2) The grantee will elect in writing whether or not to retain title to any such invention by notifying AID within twelve months of disclosure to the grantee; provided that in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by AID to a date that is no more than 60 days prior to the end of the statutory period.

(3) The grantee will file its initial patent application on an elected invention within two years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The grantee will file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID, be granted.

d. Conditions When the Government May Obtain Title

(1) The grantee will convey to AID, upon written request, title to any subject invention:

(i) If the grantee fails to disclose or elect the subject invention within the times specified in paragraph c. of this provision, or elects not to retain title.

(ii) In those countries in which the grantee fails to file patent applications within the times specified in paragraph c. of this provision; provided, however, that if the grantee has filed a patent application in a country after the times specified in c. of this provision, but prior to its receipt of the written request of AID, the grantee shall continue to retain title in that country.

(iii) In any country in which the grantee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Grantee

(1) The grantee will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the grantee fails to disclose the subject invention within the times specified in paragraph c. of this provision. The grantee's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the grantee is a party and includes the right to grant sublicenses of the same scope to the extent the grantee was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of AID except when transferred to the successor of that party of the grantee's business to which the invention pertains.

(2) The grantee's domestic license may be revoked or modified by AID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations. This license will not be revoked in that field of use or the geographical areas in which the grantee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of AID to the extent the grantee, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, AID will furnish the grantee a written notice of its intention to revoke or modify the license, and the grantee will be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the grantee) after the notice to show cause why the license should not be revoked or modified. The grantee has the right to appeal, in accordance with applicable regulations in the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Grantee Action to Protect the Government's Interest

(1) The grantee agrees to execute or to have executed and promptly deliver to AID all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the grantee elects to retain title, and (ii) convey title to AID when requested under paragraph d. of this provision, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The grantee agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under grant in order that the grantee can comply with the disclosure provisions of paragraph c. of this provision, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by c.(1) of this provision. The grantee shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The grantee will notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The grantee agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the grant) awarded by AID. The Government has certain rights in this invention."

g. Subcontracts and Subgrants

(1) The grantee will include this provision suitably modified to identify the parties, in all subcontracts and subgrants, regardless of tier, for experimental developmental or research work to be performed by a small business firm or nonprofit organization. The subcontractor or subgrantee will retain all rights provided for the grantee in this provision, and the grantee will not, as part of the consideration for awarding the subcontract or subgrant, obtain rights in the subcontractor's or subgrantee's subject inventions.

(2) With respect to any subcontract or subgrant with a profit making organization, regardless of tier, the clause specified in Sec. 1-9.1 of the Federal Procurement Regulations (41 CFR 1-9.1) shall be used for such subcontracts, and the provision specified in Appendix 4C, provision 28, Patents, of AID Handbook 13 shall be used for such subgrants. With respect to any subcontract or subgrant with any small business firm or nonprofit organization, regardless of tier, this provision's requirements shall apply.

(3) In the case of subcontracts or subgrants, at any tier, when the prime award with AID was a grant (but not a contract), AID, subcontractor or subgrantee, and the grantee agree that the mutual obligations of the parties created by this provision constitute a contract between the subcontractor or subgrantee and AID with respect to those matters covered by this provision.

h. Reporting on Utilization of Subject Inventions

The grantee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as AID may reasonably specify. The grantee also agrees to provide additional reports as may be requested by AID in connection with any march-in proceeding undertaken by AID in accordance with paragraph j. of this provision. To the extent data or information supplied under this section is considered by the grantee, its licensee or assignee to be privileged and confidential and is so marked, AID agrees that, to the extent permitted by 35 USC 202(c)(5), it will not disclose such information to persons outside the Government.

i. Preference for United States Industry

Notwithstanding any other provision of this provision, the grantee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject

invention in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the grantee or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights

The grantee agrees that with respect to any subject invention in which it has acquired title, AID has the right in accordance with the procedures in OMB Circular A-124 and Appendix 4C, provision 28, Patents, Handbook 13 to require the grantee, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the grantee assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that:

(1) Such action is necessary because the grantee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the grantee, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the grantee, assignees, or licensees; or

(4) Such action is necessary because the agreement required by paragraph i of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Grants with Non-profit Organizations

If the grantee is a non-profit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of AID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention provided that such assignee will be subject to the same provisions as the grantee;

(2) The grantee may not grant exclusive licenses under United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:

(i) five years from first commercial sale or use of the invention; or

(ii) eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, AID approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use will not be deemed commercial sale or use as to other fields of use, and a first commercial sale or use with respect to a product of the invention will not be deemed to end the exclusive period to different subsequent products covered by the invention.

(3) The grantee will share royalties collected on subject invention with the inventor; and

(4) The balance of any royalties or income earned by the grantee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education.

1. Communications

Communications concerning this provision shall be addressed to the AID Grant Officer at the address shown on the face of this grant.

AID 1350-1
(10-79)

PIO/T

UNITED STATES INTERNATIONAL
DEVELOPMENT COOPERATION AGENCY
AGENCY FOR
INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1. Cooperating Country

Worldwide

Page 1 of 2 Pages

2. PIO/T No.

931-1282-3031167

3. Original or

Amendment No. 1

4. Project/Activity No. and Title

Matching Formula Title XII University
Strengthening Grant

DISTRIBUTION

5. Appropriation Symbol

72-1131021.3

6. Allotment Symbol and Charge

DDAA 83-13600-AG11(343-36-099-00-20-31)

7. Obligation Status

Administrative Reservation

Implementing Document

8. Project Assistance Completion Date

(Mo., Day, Yr.)

9. Authorized Agent

SER/CM/COD

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

N.A.

Date

11a. Type of Action and Governing AID Handbook

AID Contract
(HB 14)

PASA/RSSA
(HB 12)

AID Grant
(HB 13)

Other

11b. Contract/Grant/PASA/RSSA

Reference Number (if this is an
Amendment)

DSAN-XII-G-0165

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

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		49,234	65,727		114,961
B. U.S.-Owned Local Currency					

13. Mission
References

14a. Instructions to Authorized Agent

SER/CM/COD is authorized to obligate these additional funds awarded to
Tuskegee Institute
and to extend the termination date of the Grant to 9/30/88
in general accordance with the conditions specified within Attachment A
of the original PIO/T. The funds now being added under the PIO/T are for
the purpose of partially funding the fifth period of performance 10/1/83
through 9/30/84. The objectives and types of activities to be carried
out by the Grantee are set out in Attachment B to the original PIO/T.

14b. Address of Voucher Paying Office

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

A. The project officer certifies that the specifications
in the statement of work are technically adequate

B.H. Masters, S&T/RUR TSHM

Phone No.

235-8929

Date 1/28/83

B. The statement of work lies within the purview
of the initiating and approved agency programs

Erven J. Long, S&T/RUR E.28

Date

1/28/83

C. _____ Date _____

Frank Campbell, S&T/PO for

2/1/83

D. Funds for the services requested are available

FUNDS RECEIVED BY

[Signature]

2/1/83

E. _____ Date _____

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

Signature _____ Date _____

Title

17. For the Agency for International Development

Signature *Kenneth A. Milow*

Date 2/1/83

Title

Kenneth A. Milow
Chief, S&T/PO/PR

AID 1350-1
(10-79)

UNITED STATES INTERNATIONAL
DEVELOPMENT COOPERATION AGENCY
AGENCY FOR
INTERNATIONAL DEVELOPMENT

1. Cooperating Country
Worldwide

Page 1 of 2 Pages

PIO/T

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

2. PIO/T No.
931-1282- *3631167*

3. Original or
Amendment No. _____

4. Project/Activity No. and Title
Matching Formula Title XII University
Strengthening Grant

DISTRIBUTION

5. Appropriation Symbol
72-1131021.3

6. Allotment Symbol and Charge
DDAA 83-13600-AG11(343-36-099-00-20-31)

7. Obligation Status
 Administrative Reservation Implementing Document

8. Project Assistance Completion Date
(Mo., Day, Yr.)

9. Authorized Agent
SER/CM/COD

10. This PIO/T is in full conformance with PRO/AG
N.A. Date _____

11a. Type of Action and Governing AID Handbook
 AID Contract (HB 14) PASA/RSSA (HB 12) AID Grant (HB 13) Other

11b. Contract/Grant/PASA/RSSA
Reference Number (if this is an
Amendment)
DSAN-XII-G-0165

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

		(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
Maximum AID Financing	A. Dollars		49,234		49,234
	B. U.S.-Owned Local Currency				

13. Mission
References

14a. Instructions to Authorized Agent

The purpose of this PIO/T is to increase the funding for the fourth period of performance (9/30/82 - 10/1/83) from \$30,817 to \$80,051. This, with a carryover from the third period of performance of \$7,585, will result in total funding for the fourth period of \$87,636. The contribution by the grantee during the fourth period of performance is estimated to be \$87,650. Total contributions through September 30, 1987 are now estimated to be \$522,000 by AID and \$530,000 by the Grantee. All other terms and conditions remain the same.

Tuskegee Institute

14b. Address of Voucher Paying Office

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

A. The project officer certifies that the specifications in the statement of work are technically adequate

Phone No.
235-8929

B. The statement of work lies within the purview of the initiating and approved agency programs

Date

B.H. Masters *BHM*

Date
1/28/83

Erven J. Long *EJL*

1/28/83

C. *Frank Campbell*
S&T/PO

Date
2/1/83

D. Funds for the services requested are available

FUNDS RECEIVED BY

E. _____ Date _____

William
2/1/83

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

Signature _____ Date _____

Title

17. For the Agency for International Development

Signature *Kenneth A. Milow* Date *2/1/83*

Title
Kenneth A. Milow
Chief, S&T/PO/PR

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CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor **L.B.**

SER/CM/SD/SUP Action Office **COD/AN**

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

Tuskegee Institute

PIO/T Number 931-1282-3621337	Appropriation Number 72-1121021.3	Allotment Number 243-36.099/20-21	Project Number 931-1282
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Project Title

Matching Formula Title XII University Strengthening Grant

Amount of this PIO/T \$30,817 (inc.)	Project Manager's Name and Office Symbol Curtis Barker, S&T/RUR	Contractor's D-U-N-S Number
--	---	-----------------------------

Negotiator's Typed Name LAKE	Signature <i>[Signature]</i>	Date 7/14
--	---------------------------------	---------------------

Contract/Grant Officer's Typed Name M. Darwin	Signature <i>[Signature]</i>	Date 11
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PART IB.

Contract/Grant Number AID/DSAN-XII-G-0165	Type Order	Order Number	Amendment/Modification Number 4	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 6/8/82
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PART II.

Effective Date of Document 7/14/82	Signature Date of Document 7/14/82	Estimated Completion Date 9/30/87	Contract/Grant funded through (date) 9/30/83
--	--	---	--

Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this action 30,817	Cumulative Obligation thru this Action 122,322
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PART III.

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

Need for Validation 7/14/83

M03 - TYPE ACTION

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

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

M04 - CONTRACT/GRANT TYPE

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

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

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

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

M06 - TYPE SERVICE

- A. Training of Participants
 - B. Technical Assistance (Program, Project related except A & E Services)
 - C. A & E Services
 - D. Construction
 - E. Research
 - F. Technical Services to AID (other than training; usually operating expense)
 - G. Training Service for AID
 - H. Equipment, Materials, Supplies, Commodities
 - I. Translation Service
- M07 - TYPE CONTRACTOR/GRANTEE**
- A. Firm - All profit-making firms (other than A & E)
 - B. A & E Firms

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

M08 - TYPE AWARD

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

(Continued on Page 2)

Advance to 2 Byram 8/2/82

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ORIGINAL

Mr. B. D. Mayberry
Director
International Programs
Tuskegee Institute
Office of SEA/CR Research Director
9 Vocational Building
Tuskegee, Alabama 36088

JUL 14 1982

Subject: Amendment No. 4
Title XII Strengthening
Grant (Matching)
AID/DSAN/XII-G-0165

Dear Mr. Mayberry:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Section 297 of Title XII thereof, the subject grant is hereby amended as follows:

1. COVER PAGE
 - a) "Expiration Date" - Delete "September 30, 1986" and substitute "September 30, 1987."
 - b) "Amount Obligated" - Delete "\$91,505" and substitute "\$122,322."
2. Article IV, "Grant Term" - Delete "September 30, 1986," and substitute "September 30, 1987."
3. Article V, "Funds Obligated and Estimated Costs"
 - a) Delete the total estimated cost of "\$426,224" and substitute "\$535,569."
 - b) Delete AID's estimated contribution of "\$211,306" and substitute "\$265,164."
 - c) Delete the Grantee's estimated non-federal contribution of "\$214,918" and substitute "\$270,405."
 - d) Delete AID's obligated amount of \$91,505," and substitute "\$122,322."

ORIGINAL

REVALUATED ON PAGE 6-80

- e) Delete the funding period ending date of "September 30, 1982," and substitute "September 30, 1983"
- f) In the fourth line of Article V, the word "estimated" is inserted between "Grantee's" and "non-federal."

4. ARTICLE VII - STANDARD PROVISIONS

Delete Article VII entitled "Standard Provisions" (and Attachment B) in its entirety and substitute in lieu thereof a new Article VII - Standard Provisions (and Attachment B) as follows:

"ARTICLE VII - STANDARD PROVISIONS"

The attached Standard Provisions (Attachment B - AID Form 1420-51, 2-82), unless otherwise changed below, are the Standard Provisions of this Strengthening Grant. They will be included in any subagreements made hereunder with U.S. institutions.

The following changes have been made in the Standard Provisions of this Grant;

- a) In Standard Provision 3, entitled "Refunds," delete paragraph (c) and insert in lieu thereof the following:
 - "(c) If at any time during the life of this Grant, it is determined by AID that funds obligated by AID under this Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall restore an equivalent amount to the Grant account which shall be available for other allowable expenditures under the Grant. Amounts of AID funds disallowed which cannot be allocated to allowable costs at the expiration or termination of this Grant shall be refunded to AID."
- b) Delete Standard Provision 5A entitled "Negotiated Overhead Rates - Predetermined" and Standard Provision 5B entitled "Negotiated Overhead Rates - Educational Institutions" in their entirety.
- c) Delete Standard Provision 7B entitled "Payment - Periodic Advances" and Standard Provision 7C entitled "Payment - Reimbursement."
- d) The concurrence required in the third line of paragraph (a) of Standard Provision 8, "Travel and Transportation" can be oral, but must be followed as soon as possible by the written confirmation of the cognizant AID Project Officer.
- e) Delete Standard Provision 10B entitled "Procurement of Goods and Services Over \$250,000."

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- f) Delete Standard Provisions 13B, entitled "Title to and Care of Property (U.S. Government Title)" and 13C entitled "Title to and Care of Property" (Cooperating Country Title)."
- g) Delete Standard Provision 15 entitled "Termination" and substitute in lieu thereof the following:

***15. TERMINATION AND SUSPENSION**

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

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

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

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

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- h. Standard Provision 22, entitled "Subordinate Agreements," add the following new paragraph:

"The Grantee may not make subgrants to U.S. institutions that do not meet the requirements of eligibility as defined in Section 296 (d) of Title XII of the Foreign Assistance Act of 1961, as amended, and as designated by BIFAD and AID (see 43 FR 37049, dated August 21, 1978)."

- i) The following Standard Provision 35 entitled "Limitation of Funds" is made a part hereof:

"35. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded Grants.)

(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 the Schedule of this Grant and the Grantee agrees to use its best efforts to carry out the program specified in the Schedule and all obligations under this Grant within such estimated cost.

(b) The amount presently available for payment and allotted to this Grant, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to carry out, or have carried out, the program under 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 allotted to this Grant.

(c) (1) If at any time the Grantee has reason to believe that the costs which it expects to incur in carrying out the program of this Grant in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then allotted to this Grant, the Grantee shall notify the AID Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue the program for the period set forth in the Schedule. (2) Sixty days prior to the end of the period specified in the Schedule, the Grantee will advise the AID Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely carrying out of the program under this Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. (3) If, after notification, pursuant to (c)(1) or (c)(2), above additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the AID Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the provisions of the TERMINATION provision on such date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligation hereunder for a period extending beyond such date, it shall specify the later date in its request and the AID Grant Officer, in his discretion, may terminate this Grant on that later date.

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(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 from time to time allotted to this Grant, and the Grantee shall not be obligated to continue carrying out the program under this Grant (including actions under the TERMINATION provision) or otherwise to incur costs in excess of the amount allotted to this Grant, unless and until the AID Grant Officer has notified the Grantee in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to this Grant. To the extent the amount allotted 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 AID Grant Officer shall affect the amount allotted to 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 allotted to this Grant, whether those excess costs were incurred during the course of this Grant or as result of termination. When and to the extent that the amount allotted to this Grant has been increased, any costs incurred by the Grantee in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted, unless the AID 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."

j) The following Standard Provision 36, entitled "Audit and Records - Non U.S. Subgrantees and Contractors" is made a part hereof.

"36 AUDIT AND RECORDS - NON U.S. SUBGRANTEES AND CONTRACTORS

(1) The Grantee shall require non U.S. subgrantees and non U. S. contractors (see paragraph L3, Chapter 1 of Handbook 13) to maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly that funds provided by the Grantee were expended exclusively for the purposes of the subordinate agreement. Such records shall be maintained for three years following the expiration of the subordinate agreement.

(2) The Grantee shall ensure that, after each twelve months of a subordinate agreement with a non-U.S. institution, an audit is conducted on the subgrantees and/or contractor's records by an independent public accountant with a national certification similar or equivalent to a certified public accountant. If the Grantee determines that an audit is not possible or feasible it shall submit to the AID Grant Officer the reasons why such an audit is not possible or feasible, and present for the approval of the AID Grant Officer, alternatives which will achieve the objectives, set forth in this provision. The Grantee shall include in each subordinate agreement hereunder a provision

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which the Grantee asserts the right to audit if the independent audit does not take place or is unacceptable. The subordinate agreement shall also require that the subgrantees and contractors shall make available any further information as requested by the Grantee with respect to questions concerning the audit. The report of independent audit shall be submitted to the Grantee and retained by it in accordance with the standard provision entitled ACCOUNTING, AUDIT AND RECORDS.

(3) The purpose of the independent audit shall be to determine the propriety and necessity of the subrecipient's expenditures in terms of the purposes for which the funds were made available, and the adequacy of the subrecipient's financial management. Notwithstanding the requirement for an independent audit, the AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 16, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the subrecipient's books and records to determine whether the subrecipient has expended AID's funds in accordance with the terms of this Grant. The terms of this Provision are applicable only to subordinate agreements with non-U.S. institutions."

Except as expressly hereby amended, the terms and conditions of the subject grant remain unchanged.

Please sign the original and six (6) copies of this amendment, and return the original and five (5) copies to the undersigned. Please return all copies marked "Funds Available."

Sincerely yours,



Morton Darvin
Grant Officer
Agriculture/Nutrition Branch
Central Operations Division
Office of Contract Management

ACCEPTED BY:

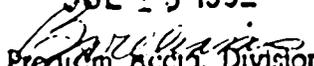
TUSKEGEE INSTITUTE

BY 
L. A. Williams

TITLE Vice President for Business Affairs

DATE: September 8, 1982

o/c 4190
FUNDS AVAILABLE

JUL 15 1982

Project Mgmt. Division
OFFICE OF FINANCIAL MANAGEMENT

Funding Data for this Amendment

PIO/T No.: 3621337
Amount Obligated: \$30,817
Project No.: 931-1282
Appropriation No.: 72-1121021.3
Allotment No.: DDAA-82-13600-AG11
(243-36-099-00-20-21)
AID's Total Estimated Cost: \$265,164



**U.S. Grantees and U.S. Subgrantees
EDUCATIONAL INSTITUTIONS
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STANDARD PROVISIONS**

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—SEE FOOTNOTE ON PAGE 22—

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

Select only 1 payment provision from Group 7.

Select only 1 procurement provision from Group 10.

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

1. ALLOWABLE COSTS AND CONTRIBUTIONS (EDUCATIONAL INSTITUTIONS)

(This provision is applicable to educational institutions)

(a) The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the Grant Officer to be reasonable, allocable, and allowable in accordance

with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and (3) OMB Circular A-21 "Principles for Determining Costs Applicable to Grants, Contracts and Other Agreements with Educational Institutions," in effect on the date of this grant (hereinafter referred to as "applicable cost principles").

(b) If Grantee contributions in the form of cost sharing/matching are required under this grant, the

allowability of costs applied to the grant for such contributions shall be determined by the Grant Officer in accordance with the terms of paragraph 1K, "Cost Sharing and Matching" of Handbook 13 in effect on the date of this Grant.

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

2. ACCOUNTING, AUDIT AND RECORDS

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

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

3. REFUNDS

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

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

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

4. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

(a) No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from AID in accordance with:

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

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

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

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

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

5A. NEGOTIATED OVERHEAD RATES—PREDETERMINED

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

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

(b) The Grantee, except for educational institutions covered by OMB Circular A-88, as soon as possible but not later than 3 months after the close of each of its accounting periods during the term of this grant, shall submit to the AID Grant Officer with copies to the cognizant audit activity, the AID Inspector General, and the AID Overhead and Special Costs Branch, Services Operations Division, Office of Contract Management, AID/Washington, D.C.

20523, a proposed predetermined overhead rate or rates based on the Grantee's actual cost experience during that fiscal year, together with supporting cost data. Negotiation of predetermined overhead rates by the Grantee and the AID Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

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

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

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

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

5B. NEGOTIATED OVERHEAD RATES—EDUCATIONAL INSTITUTIONS

(This provision is applicable to educational institutions which do not have predetermined rates; however, it shall also be included when the

NEGOTIATED OVERHEAD RATES—PREDETERMINED provision is used, under the conditions set forth therein)

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

(b) The Grantee, except educational institutions covered by OMB Circular A-88, as soon as possible but not later than 90 days after the close of each of its accounting periods during the term of this grant shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Services Operations Division, Office of Contract Management, AID/Washington, D.C. 20523 and to the Office of the Inspector General, AID/Washington, D.C. 20523, a proposed final rate or rates for the period, together with supporting cost data. Negotiation of final overhead rates by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with OMB Circular A-21 (Principles for Determining Costs Applicable to Grants, Contracts and other Agreements with Educational Institutions) as in effect on the date of this grant.

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

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

(f) Any failure by the parties to agree on any final rate or rates under this provision shall be considered a dispute within the meaning of the Standard Provi-

sion of this Grant, entitled "Disputes," and shall be disposed of in accordance therewith.

6. REVISION OF FINANCIAL PLANS

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

(b) The Grantee shall immediately request approval from the Grant Officer when there is reason to believe that within the next 30 calendar days a revision of the approved Financial Plan will be necessary for any of the following reasons:

1. To change the scope or the objectives of the project or program.

2. Additional funding is needed.

3. The Grantee expects the amount of AID authorized funds will exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater.

4. The Grantee plans to transfer amounts budgeted for indirect costs to absorb increases in direct costs or vice versa.

5. The Grantee plans to transfer funds budgeted for training allowances (direct payments to trainees) to other categories of expense.

6. The Grantee plans to incur an expenditure which would require approval under the terms of this grant, and was not included in the approved Financial Plan.

7. The Grantee intends to subcontract or subgrant any of the substantive programmatic work under this grant, and such subcontracts or subgrants were not included in the approved Financial Plan.

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

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

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

Grantee, terminate this grant pursuant to the Standard Provision of this grant, entitled "Termination."

(f) Except as required by other provisions of this grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the grant, and the Grantee shall not be obligated to continue performance under the grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant.

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

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

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as "FRLC") in the amount of funding obligated by this grant, against which the Grantee may draw cash only for immediate disbursing needs. The term "immediate disbursing needs" when applied to FRLC's is defined as the cash requirements for a three-day period. Any subgrantee funded by the Grantee from funds provided by this grant, shall obtain such funds from the Grantee only as needed for disbursement. The financial management system of the Grantee shall provide for effective control over and accountability for Federal funds as stated in paragraph 1L of Handbook 13.

(b) FRLC Operational Requirements

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

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

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

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

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

(6) After the first payment voucher (Form TFS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing

balance of previous drawdowns has been expended or is insufficient to meet current needs.

(c) FRLC Reporting

(1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of the period, in an original and two copies. If the Grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant. This report shall be submitted to the addresses specified by AID in the Schedule of this grant. In cases where grants are Mission funded, the Grantee will forward an information copy to the AID Mission accounting station at the same time the original and one copy are mailed to AID/Washington.

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

(d) Suspension of FRLC

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

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

7B. PAYMENT—PERIODIC ADVANCES

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

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

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

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

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

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

7C. PAYMENT—REIMBURSEMENT

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

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

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

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

8. TRAVEL AND TRANSPORTATION

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

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

(b) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, it will so

notify the Grantee after receipt of advice of intent to travel, required above. AID will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

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

The terms used in this provision have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

(4) When by itself or in combination with other certificated or noncertificated air carriers (if certificated air carriers are "unavailable") it takes 12 or

more hours longer from the original airport to the destination airport to accomplish the agency's mission than would service by a noncertificated air carrier or carriers.

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

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

(1) No certificated air carrier provides scheduled air freight service from the airport serving the shipment's point of origin, and a noncertificated air carrier does.

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

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

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

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

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

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

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

(h) *Travel Costs and Overseas Maintenance Allowances*

(1) *Travel Within the United States*

(i) As used herein, the term "travel within the United States" includes the 50 states, District of Col-

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umbia, Commonwealth of Puerto Rico, Virgin Islands, and all the U.S. Territories except the Trust Territories of the Pacific Islands.

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

(2) International Travel

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

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

9. OCEAN SHIPMENT OF GOODS

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

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

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

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

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

(e) Shipments by voluntary nonprofit relief agencies (i.e., PVO's) shall be governed by this Standard Provision and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).

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

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

(a) Ineligible Goods and Services

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

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

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

(b) Restricted Goods

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

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

If AID determines that the Grantee has procured any of the restricted goods specified above under this grant, without the prior written authorization of the

Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the reimbursement.

(c) Geographic Source and Order of Preference

All goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursed under this grant, and which will be financed with 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 (c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

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

(e) The Grantee's Procurement System

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

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this

grant, the Grantee shall to maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization, AID/Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of, and granted by, the Office of Small and Disadvantaged Business Utilization) to placing any order or contract in excess of \$25,000:

- (1) Brief general description and quantity of goods or services;
- (2) Closing date for receiving quotations, proposals, or bids; and
- (3) Address where invitations or specifications can be obtained

(g) Ineligible Suppliers

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

(h) Ocean and Air Transportation

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

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

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

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

(b) *Procurement of goods.* In order to be eligible under this grant, goods purchased under this grant

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must be of eligible source and origin, and must satisfy AID's componentry requirements set forth below. In addition, the supplier of commodities must meet the nationality requirements specified in paragraph (d)(1) of this provision.

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

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

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

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

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

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

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

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

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

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

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

(c) *Eligibility of commodity-related services*

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

(2) *Ocean and air transportation*

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

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

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

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

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

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

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

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

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vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

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

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

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

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

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

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

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

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

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

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

(2) *Suppliers of services.* A contractor or subcontractor thereunder providing services under an AID-financed grant must fit one of the following categories for the costs of such contracts or subcontracts to be eligible for AID financing under this grant. (NOTE: the term contractor includes personal services contractors):

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

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

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

(B) The corporation or partnership:

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

(2) has performed within the United States administrative and technical, professional or construction services under a contract or contracts

for services and derived revenue therefrom in each of the three years prior to the date described in the preceding paragraph, and

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

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

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

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

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

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

(f) *The Cooperating Country as a source.* With certain exceptions, the Cooperating Country is not normally an eligible source for procurement to be paid in U.S. dollars. The exceptions are for ocean freight and marine insurance (see paragraphs (c)(1) and (c)(2) of this provision). The Cooperating Country may be an eligible source if local cost financing is

approved either by specific action of the Grant Officer or in the Schedule of the grant. In such cases, the Standard Provision entitled "Local Cost Financing with U.S. Dollars," will apply.

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

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

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

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

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

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

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

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

(j) *Ineligible suppliers.* Funds provided under this grant shall not be used to procure any commodity or

commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this grant. AID will provide the Grantee with this list.

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

11. LOCAL COST FINANCING WITH U.S. DOLLARS

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

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

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

(1) *Ineligible goods and services*

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

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

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

(2) *Restricted goods*

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

- (i) agricultural commodities,
- (ii) motor vehicles,
- (iii) pharmaceuticals,

- (iv) pesticides,
- (v) rubber compounding chemicals and plasticizers,
- (vi) used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) fertilizer.

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

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

(4) *Nationality*

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

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

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

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

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

(2) *Imported shelf items.* Imported shelf items are goods that are normally imported and kept in stock, in the form in which imported, for sale to meet a general demand in the country for the item; they are not goods which have been specifically imported for use in an AID-financed project.

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

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

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

12. GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

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

The policies and procedures of Handbook 16, "Excess Property," and the appropriate provisions

of 41 CFR 101-43 apply to the Government furnished excess property under this grant.

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

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

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

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

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

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

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

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

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

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

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

(b) *Use of Government Property*

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

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

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

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

(1) *Property Control*

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

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

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

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

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

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

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

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

(2) *Maintenance Program*

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

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

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

(iii) recording of work accomplished under the program.

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

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

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

(d) *Risk of Loss*

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

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

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

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

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

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

tent of insurance actually procured and maintained, whichever is greater; or

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

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

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

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

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

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

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

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

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

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

(e) Access

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

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

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

(g) *Communications*

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

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

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

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

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

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

14. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

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

15. TERMINATION

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

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

(c) *Termination Procedures.* Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise

obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the Grantee prior to effective date of the termination of this grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in this grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

16. VOLUNTARY PARTICIPATION

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

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

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

17. PROHIBITION ON ABORTION-RELATED ACTIVITIES

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

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

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, pur-

chase orders, and any other subordinate agreements hereunder.

18. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

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

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

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

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

(d) Copies of informed consent forms and certification documents for each voluntary sterilization

(VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure.

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

19. PUBLICATIONS

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

(a) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this grant, the Grantee shall consult with AID on the nature of the acknowledgement prior to publication.

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

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

(d) The Grantee is permitted to secure copyright to any publication produced or composed under the grant in accordance with paragraph 178.b. of Chapter 1, Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so.

20. PATENTS

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

(a) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16889) and paragraph 178.a. of Chapter 1, Handbook 13.

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

other right otherwise granted to the Government under any patent.

21. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

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

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

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

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

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

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

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

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

22. SUBORDINATE AGREEMENTS

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

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

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

23. SALARIES

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

24. INELIGIBLE COUNTRIES

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

25. DISPUTES

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

(b) Decisions of the AID Grant Officer shall be final and conclusive unless, within 30 days of receipt

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of the decision of the Grant Officer, the Grantee appeals the decision to the Administrator, AID. Any appeal made under this provision shall be in writing and addressed to the Administrator, Agency for International Development, Washington, D.C. 20523; a copy of any such appeal shall be concurrently furnished to the Grant Officer.

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

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

26. PARTICIPANT TRAINING

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

(a) Definitions

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

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

(b) Applicable regulations

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

(c) Reporting requirement

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

27. HEALTH AND ACCIDENT COVERAGE FOR AID PARTICIPANT TRAINEES

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

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

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

(c) The Grantee shall assure that enrollment shall begin immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by AID and that enrollment shall continue in full force and effect until the participant returns to his/her country of origin, or is released from AID's responsibility, whichever is the sooner. The Grantee shall continue enrollment coverage for participants whose departure is delayed due to medical or other compelling reasons, with the written concurrence of the AID Project Manager and subject to the requirements of paragraph (d).

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

(1) Within thirty (30) days after enrollment, the Grantee shall send an enrollment fee computed on the basis of the fixed rate per participant per month* (the minimum period for calculation of fee is one month—that is, one participant month, 30 days, not one calendar month—premiums may not be prorated for fractional periods of less than 30 days), to: Agency for International Development, Office of

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

Financial Management, Program Accounting Division, Nonproject Assistance, Washington, D.C. 20523.

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

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

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

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

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

(g) Any payments for medical costs not covered by the Grantee's student health service program, or mandatory, nonwaivable health and accident insurance program, or AID's HAC program shall be reimbursable under this grant only with specific written approval of the Grant Officer and subject to the availability of funds.

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

28. USE OF POUCH FACILITIES

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

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

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

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

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

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

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

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

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

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

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

29. U.S. OFFICIALS NOT TO BENEFIT

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

30. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or con-

tingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

31. NONLIABILITY

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

32. AMENDMENT

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

33. THE GRANT

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

34. NOTICES

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

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

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

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

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

"Grantee" means "Recipient,"

"Grant" means "Cooperative Agreement,"

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

"Subgrant" means "Subcooperative Agreement," and

"Subgrantee" means "Subrecipient."

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

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

SER/CM/SD/SUP Action Office **COD/AN**

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 Tuskegee Institute			
PIO/T Number 931-1282-3611203	Appropriation Number 72-1111021.3	Allotment Number 143-36-099-00-20-11	Project Number 931-1282
Project Title Matching Formula Title XII University Strengthening Grant			
Amount of this PIO/T \$30,550	Project Manager's Name and Office Symbol DS/XII: C.H. Barker		Contractor's D-U-N-S Number
Negotiator's Typed Name Lake	Signature 		Date
Contract/Grant Officer's Typed Name Morton Darvin	Signature 		Date

PART IB.

Contract/Grant Number AID/DSAN/XII-G-0165	Type Order	Order Number	Amendment/Modification Number * 3	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 1/2/81
---	------------	--------------	---	--

PART II.

Effective Date of Document 3-19-81	Signature Date of Document 3-19-81	Estimated Completion Date 9-30-86	Contract/Grant funded through (date) 9-30-82
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action 30,550	Cumulative Obligation thru this Action 91,505

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.

Need. for Validation 3/19/81

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, CDF, CS, CPAF, CPIF) _____
- 3. Cooperative Agreement
- 4. Grant - General Support*
- 5. Grant - Specific Support*
- 6. Grant - 211(d)*
- 7. Do Not Use
- 8. IQCs
- 9. Host Country Contract/Grant*

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

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

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

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

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

M08 - TYPE AWARD

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

(Continued on Page 2)

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MAY 19 1981

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

ORIGINAL

Mr. B. D. Mayberry
Director
International Programs
Tuskegee Institute
Office of SEA/CR Research Director
9 Vocational Building
Tuskegee, Alabama 36088

MAR 19 1981

Subject: Amendment No. 3
Title XII Strengthening
Grant (Matching)
AID/DSAN/XII-G-0165

Dear Mr. Mayberry:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Sections 297 and 635 of Title XII thereof, the subject grant as amended, is further amended as follows:

1. Cover Page

- a) Delete the expiration date of "9-30-85" and substitute "9-30-86."
- b) Delete AID's obligated amount of "\$60,955" and substitute "\$91,505."

2. Article IV - Grant Term

Under (A) delete the ending date of "9-30-85" and substitute "9-30-86."

3. Article V - Funds Obligated and Estimated Costs

- a) Delete the total estimated cost of "\$364,752" and substitute "\$426,224."
- b) Delete AID's estimated contribution of "\$180,756" and substitute "\$211,306."
- c) Delete the Grantee's non-federal contribution of "\$183,996" and substitute "\$214,918."
- d) Delete AID's obligated amount of "\$60,955" and substitute "\$91,505."
- e) Delete the funding period ending date of "9-30-81" and substitute "9-30-82."

ORIGINAL

CONTINUED ON PAGE 2

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4. OMB Circular A-21, "Cost Principles for Educational Institutions"

Throughout this grant, "OMB Circular A-21" is substituted for "FMC Circular 73-8."

Except as hereby amended, the terms and conditions of the subject grant remain unchanged.

Please sign the original and six (6) copies of this amendment, and return the original and five (5) copies.

Sincerely yours,

Donald N. Lake

GOR

Morton Darvin
Grant Officer
Agriculture/Nutrition Branch
Central Operations Division
Office of Contract Management

ACCEPTED

TUSKEGEE INSTITUTE

BY: *L. A. Williams*
L. A. Williams
TITLE: Vice President for Business Affairs
DATE: May 8, 1981

Funding data for this amendment

PIO/T No.: 3611203
Amount Obligated: \$30,550
Project No.: 931-1282
Appropriation No.: 72-111021.3
Allotment No.: 143-36-099-00-20-11

0/c 4190
FUNDS AVAILABLE

MAR 20 1981

Deborah...
Program Acctg. Division
OFFICE OF FINANCIAL MANAGEMENT

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor **S.K.**

SER/CM/SD/SUP Action Office **CH/COD/AN**

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

Tuskegee Institute

PIO/T Number 3606715	Appropriation Number 72-1101021.3	Allotment Number 043-36-099-00-20-01	Project Number 931-1282
--------------------------------	---	--	-----------------------------------

Project Title

Matching Formula Title XII University Strengthening Grant

Amount of this PIO/T \$31,405	Project Manager's Name and Office Symbol DS/XII, C. H. Barker	Contractor's D-U-N-S Number
---	---	-----------------------------

Negotiator's Typed Name LAKE	Signature
--	-----------

Contract/Grant Officer's Typed Name Morton Darwin	Signature
---	-----------

ENTERED

PART IB.

Contract/Grant Number AID/DSAN-G-0165	Type Order	Order Number	Amendment/Modification Number 2	Date PIO/T Received by CM/SD/SU or Mission Contract Office 7-8-80
---	------------	--------------	---	---

PART II.

Effective Date of Document	Signature Date of Document	Estimated Completion Date	Contract/Grant funded through (date)
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action	Cumulative Obligation thru this Action

PART III.

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

M03 - TYPE ACTION

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

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

M04 - CONTRACT/GRANT TYPE

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

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

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

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

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

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

M08 - TYPE AWARD

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

(Continued on Page 2)

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UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON D C 20523

FUNDS AVAILABLE	
Date	8/1/80
Project No.	931-1282
Obligation No.	3606715
Object Class	4190
Allotment	043-36-099-00-20-01
Amount	\$31,405.00
By (Initials)	Bullman
AID/SER/TM/RSD	
AUG 15 1980	

Mr. B. D. Mayberry
Director
International Programs
Tuskegee Institute
Office of SEA/CR Research Director
a Vocational Building
Tuskegee, Alabama 36088

ORIGINAL

Subject: Amendment No. 2
Title XII Strengthening
Grant (Matching)
AID/DSAN/XII-G-0165

Dear Mr. Mayberry:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Sections 297 and 635 of Title XII thereof, the subject grant is amended, effective August 31, 1980, as follows:

1. Cover Page
 - a) "Expiration Date" - Delete "7-22-84" and substitute "9-30-85."
 - b) "Amount Obligated" - Delete "\$29,550" and substitute "\$60,955."
2. Article IV, "Grant Term" - Delete "7-22-84" and substitute "9-30-85."
3. Article V, "Funds Obligated and Estimated Costs"
 - a) Delete the total estimated cost of "\$306,287" and substitute "\$364,752."
 - b) Delete AID's estimated contribution of "\$151,709" and substitute "\$180,756."
 - c) Delete the Grantee's non-federal contribution of "\$154,578" and substitute "\$183,996."
 - d) Delete AID's obligated amount of "\$29,550" and substitute "\$60,955."
 - e) Delete the funding period ending date of "9-30-80" and substitute "9-30-81."

RECEIVED

AUG 25 1980

SEA/CR RESEARCH DIRECTOR
TUSKEGEE INSTITUTE

ORIGINAL

Except as hereby amended, the terms and conditions of the subject grant remain unchanged.

Please sign the original and six (6) copies of this amendment, and return the original and five (5) copies.

Sincerely yours,



Morton Darvin
Grant Officer
Agriculture/Nutrition Branch
Central Operations Division
Office of Contract Management

ACCEPTED

TUSKEGEE INSTITUTE

BY: 
L. A. Williams

TITLE: Vice President for Business Affairs

DATE: August 27, 1980

Funding data for this amendment

PIO/T No.: 3606715
Amount Obligated: \$31,405
Project No.: 931-1282
Appropriation No.: 72-1101021.3
Allotment No.: 043-36-099-00-20-01

Institution

Adm. Action prepared for

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor Combs

SER/CM/SD/SUP Action Office by CM/COD/AN

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: *Tuskegee Institute*
PIO/T Number: NA, Appropriation Number: NA, Allotment Number: NA, Project Number: 931-1282

Project Title: MATCHING FORMULA TITLE XII STRENGTHENING GRANT
Amount of this PIO/T: NA, Project Manager's Name and Office Symbol: Curtis Barker, DS/XII, Contractor's D-U-N-S Number: [blank]
Negotiator's Typed Name: Earldine Fisher, Signature: [blank], Date: [blank]
Contract/Grant Officer's Typed Name: Morton Darwin, Signature: [blank], Date: [blank]

PART IB.

Contract/Grant Number: AID/DSAN-6-0165, Type Order: [blank], Order Number: [blank], Amendment/Modification Number: [blank], Date PIO/T Received by CM/SD/SUP or Mission Contract Office: [blank]

PART II.

Effective Date of Document: 1/18/80, Signature Date of Document: 1/18/80, Estimated Completion Date: N/A, Contract/Grant funded through (date): N/A
Host Country Institution (University contract ONLY): N/A, Campus Coordinator (University contract ONLY): N/A, Amount Obligated/Deobligated/Subobligated by this Action: N/A, Cumulative Obligation thru this Action: N/A

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
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- 3. Delivery Order (Requirements)*
- 4. Purchase Order

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

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- 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))

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- B. A & E Firms

- C. Individual (Non-personal service)
- D. Individual (Personal Service)
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- F. Non-Profit Organization, Institutions (other than Ed or PVO)
- G. Private Voluntary Organization (PVO)
- H. International Agricultural Research Organization
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- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large Firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

(Continued on Page 2)

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II. Reports - In order to implement continued funding, the grantee shall submit an annual report six months prior to the end of the obligation funding period set forth in Article V.

The report will contain information substantially as follows:

1. A complete description of program performance, and a presentation of actual grant expenditures, covering the immediately preceding funding period.

For each objective set forth in Attachment A - Program Description, there shall be a comparison of actual accomplishments with the goals established for the reported period. A description will also be included of activities undertaken in relation to each objective, indicating those which are new.

It is recognized that the first report will provide information on less than the first full funding period; and will necessarily be composed of actual and estimated performance and expenditures.

2. Actual plus estimated performance and expenditures for the current funding period.

3. Estimated performance and expenditures for the next succeeding funding period.

4. Program and budget proposals for an additional 12 months of performance beyond the present term of the grant.

Notes:

a) Financial data may be submitted on the SF-269, "Financial Status Report" (Otherwise required under Standard Provision 8.)

b) While only the totals in the funding presentation must show federal and non-federal contributions separately, it would be useful to show such breakdown by activity category to the extent that the Grantee already has such data.

5. A statement of cumulative total expenditures of federal and non-federal funds from grant inception through the last completed funding period.

6. The Grantee's report will be evaluated and further funding decisions will be made on the basis of progress in carrying out the general objectives of the grant as stated in the condensed proposal incorporated herein and in the context of the detailed proposal, including revisions and supplemental documentation, submitted by the Grantee in support of the Grant. Such detailed proposal, which includes an indicative work plan and budget details, is maintained in the files of A.I.D. and may be used to clarify the intent of the grant. However, it is not incorporated by reference herein in order to permit the flexibility necessary to meet the objectives of the grant.

Submission: Grantee shall submit 7 copies of the annual report to the BIFAD Staff, 2 copies to DS/XII, and 1 copy to the Grant Officer.

Example of Reports Submission

Based upon a five year grant having a term from 7/1/79 through 6/30/84, with the first three funding periods as follows:

<u>Period</u>	<u>From</u>	<u>Through</u>
1st	7/1/79	10/31/80
2nd	11/1/80	10/31/81
3rd	11/1/81	10/31/82

- The first annual report would be due on 4/30/80, and would cover both performance and expenditures for periods as follows:

<u>Type Coverage</u>	<u>From</u>	<u>Through</u>
Actual & Estimated	7/1/79	4/30/80
Projected	5/1/80	10/31/80
Projected	11/1/80	10/31/81

Projected - For an additional 12 months effort beyond the present term of the grant.

- The second annual report, due 4/30/81:

<u>Type Coverage</u>	<u>From</u>	<u>Through</u>
Actual	7/1/79	10/31/80
Actual & Estimated	11/1/80	10/31/81
Projected	11/1/81	10/31/82

Projected - For an additional 12 months effort beyond the present term of the grant.

- The third annual report, due 4/30/82, would begin with actuals for the 12 month period ending 10/31/81.

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CONTRACT

Gram

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor **B.C.**

SER/CM/SD/SUP Action Office

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

PART IA.

Contractor/Grantee Name

Tuskegee Institute

PIO/T Number 931-1282-3698383	Appropriation Number 72-1191021.3	Allotment Number 943-36-099-00-20-91	Project Number 931-1282
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Project Title

Matching Formula Title XII University Strengthening Grant

Amount of this PIO/T \$29,550	Project Manager's Name and Office Symbol Curtis H. Barker DS/XII	Contractor's D-U-N-S Number
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Negotiator's Typed Name LAKE	Signature <i>[Signature]</i>	Date
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Contract/Grant Officer's Typed Name Horton Darwin	Signature <i>[Signature]</i>	Date
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PART IB.

Contract/Grant Number 11/OSAN-87-9-0165	Type Order	Order Number	Amendment/Modification Number —	Date PIO/T Received by CM/SD/SUP or Mission Contract Office
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PART II.

Effective Date of Document 7-23-79	Signature Date of Document 7-19-79	Estimated Completion Date 9-30-84	Contract/Grant funded through (date) 6/22/79 9-30-80
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action 29,550	Cumulative Obligation thru this Action 29,550

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, CPEF, CS, CPAE, CPEI) _____
- 3. Cooperative Agreement
- 4. Grant - General Support*
- 5. Grant - Specific Support* **Title XII**
- 6. Grant - 211(d)*
- 7. Do Not Use
- 8. IQCs
- 9. Host Country Contract/Grant*

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

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

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

M06 - TYPE SERVICE

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

M07 - TYPE CONTRACTOR/GRANTEE

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

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

M08 - TYPE AWARD

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

(Continued on Page

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CONTRACTING PARTIES

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

M10 - PRIVATE VOLUNTARY ORGANIZATION

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

M11 - ADVANCE

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

M12 - COUNTRY OF PERFORMANCE

(Specify) W-I

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

- YES
- NO

M14 - CONTRACT/GRANT SOURCE

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

M15 - TYPE OWNERSHIP

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

M22 - CURRENCY INDICATOR

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

M50 - SUBCONTRACTING CODE

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

M51 - SUBCONTRACTOR TYPE AWARD

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

- D. Small Business Not Set-Aside Awarded to Minority

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

- F. 8(a) - SBA Awarded to Minority

- G. Personal Service Contract - Non-Minority

- H. Personal Service Contract - Minority

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

- J. Individual Non-Personal Service Contract - Minority

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

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

- M. U.S. Government

- N. Unknown

M56 - SUBJECT TO STATUTORY REQUIREMENT

- A. Walsh-Healey Act, Manufacturer*

- B. Walsh-Healey Act, Regular Dealer*

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

- D. Davis-Bacon Act (Construction)

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

*Equipment, Supplies, Materials, and Commodities

M57 - AFFIRMATIVE ACTION PLAN ON FILE

- YES
- NO

M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

- YES
- NO

M60 - INCREMENTAL FUNDED CONTRACT

- YES
- NO

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID?

- YES
- NO

M63 - EXTENT OF COMPETITION IN

NEGOTIATION

COMPETITIVE

- A1. Small Business Total Set-Aside

- A2. Small Business Partial Set-Aside

- A3. Labor Surplus Set-Aside

- A4. Labor Surplus/Small Business Set-Aside

- A9. Other (Specify) _____

NON-COMPETITIVE

- B1. Buy Indian

- B2. 8(a) Program

- B3. Follow-on After Competition

- B9. Other (Specify) TITLE XII

M65 - TYPE OF BUSINESS

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

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

- A1. Small Business - Disadvantaged 8(a)

- A2. Small Business - Owned by Minority Group

- A3. Other Small Business (including individuals)

- B1. Large Minority Business

- B2. Other Large Business

- C1. Non-Profit Private Educational Organization

- C2. Non-Profit Hospital

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

- C4. Other Non-Profit Institutions

- D1. State/Local Government Educational Institution

- D2. State/Local Government Hospital

- D3. State/Local Government Research Organization

- D4. Other State/Local (Specify) _____

M66 - COST ACCOUNTING STANDARDS

- Required
- Not Required

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

0

M68 - WOMEN OWNED BUSINESS

- YES
- NO

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

0

M70 - LABOR SURPLUS AREA (LSA) PREFERENCE

(Location of Contractor)

- 1. Labor Surplus Area - No Preference

- 3. Labor Surplus Area - Tie Bid Preference

- 5. Not a Labor Surplus Area Preference Award

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

- 8. Total Labor Surplus Set-Aside Preference (P.L. 95-89)

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

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Best Available Document

AGENCY FOR INTERNATIONAL DEVELOPMENT

TITLE XII STRENGTHENING GRANT
(Matching)

Grant No. AID/DSAN-XII-G-0165

NO. _____

PROJECT TITLE: Matching Formal Title XII University Strengthening Grant

PROJECT NO. 931-1282

AWARDED PURSUANT TO Sec. 257 & 635 OF THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED

<p>GRANTOR</p> <p>Agency for International Development Office of Contract Management Washington, D.C. 20523 Cognizant and Scientific/Technical Office</p> <p>Office of Title XII Coordination and University Relations Development Support Bureau</p>	<p>GRANTEE</p> <p><u>Tuskegee Institute</u> Name</p> <p>Street Address</p> <p><u>Tuskegee, Alabama 36088</u> City State Zip (or APO/FPO/AFPO (original and copies))</p> <p>Office of Financial Management Agency for International Development Office of Financial Management Washington, D.C. 20523</p>
<p>EFFECTIVE DATE: <u>July 23, 1979</u></p> <p>EXPIRATION DATE: <u>July 22, 1984</u></p>	

ACCOUNTING AND APPROPRIATION DATA

Amount Obligated: \$29,550

Appropriation No: 72-1191021-3

Allocation No: 943-36-099-00-20-91

PILOT No: 3698383

Division: OFFICE OF FINANCIAL MANAGEMENT

KT 4190

The United States of America, hereinafter called the Government, represented by the AID Grant Officer executing this Grant, and the Grantee agree as follows: That the entire Grant consists of: The Cover Page; the Schedule, consisting of 5 pages; Attachment "A", Program Description, and Attachment B, Standard Provisions.

<p>GRANTEE</p> <p><u>Tuskegee Institute</u></p> <p>SIG: (Signature of Authorized Individual) <i>Henry B. Smith</i></p> <p>TITLE: <u>DEAN FOR RESEARCH</u></p> <p>DATE: <u>JUL 30 1979</u></p>	<p>UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT</p> <p>SIG: (Signature of AID Grant Officer) <i>Morton Darwin</i></p> <p>TITLE: <u>AID Grant Officer</u></p> <p>DATE: <u>19 JUL 1979</u></p>
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SCHEDULE

I. Authority and Purpose - This strengthening grant is awarded pursuant to Sections 297(a)(1) and 635(c) of the Foreign Assistance Act of 1961, as amended, to provide assistance to eligible universities to strengthen their capabilities in teaching, research and extension work in areas included under Title XII of the Act. The specific purpose of this Grant is to assist the Grantee to carry out the program described in Attachment A entitled "Program Description."

II. Reports - In order to implement continued funding, the grantee shall submit an annual report six months prior to the end of the obligation funding period set forth in Article V below covering the immediately preceding funding period. The report will contain information substantially as follows:

1. For each objective as set forth in Attachment A - Program Description, a comparison of actual accomplishments with the goals established for the reported period. Include a description of activities undertaken in relation to each objective, indicating those activities which are new.

2. Status of funds as reported on Standard Form 269, "Financial Status Report."

3. Discussion of any program or budget adjustments proposed to be made during the next period. It is understood that the first report prepared and submitted hereunder will provide information on less than the first full funding period.

"4. The Grantee's report will be evaluated and further funding decisions will be made on the basis of progress in carrying out the general objectives of the grant as stated in the condensed proposal incorporated herein and in the context of the detailed proposal, including revisions and supplemental documentation, submitted by the Grantee in support of the Grant. Such detailed proposal, which includes an indicative work plan and budget details, is maintained in the files of A.I.D. and may be used to clarify the intent of the grant. However it is not incorporated by reference herein in order to permit the flexibility necessary to meet the objectives of the grant."

III. External Review and Evaluation - AID, with the Board of International Food and Agriculture Development (BIFAD) representatives and possibly other representatives of the university community will conduct an external review and evaluation of the grantee's activities hereunder, at approximately two-year intervals at the discretion of AID. Procedures and criteria for this evaluation will be jointly developed by BIFAD and AID. As a result of these reviews, AID may require adjustments to the program, its funding level, or both.

IV. Grant Term - (A). The term of this grant shall be for the period from July 23, 1979 to July 22, 1984. (B). No subordinate agreements under this grant shall extend beyond the term of this grant. (C). Based on each annual review and subject to mutual agreement of the parties hereto the term of this grant shall be extended in order to maintain a five year advance program plan.

V. Funds Obligated and Estimated Costs - The total estimated cost of the grant period set forth in Article IV above is \$306,287 of which \$151,709 represents AID's estimated contribution and \$154,578 represents Grantee's non-federal contribution. By the execution of

this Grant, AID hereby obligates the sum of \$ 29,550 which is AID's share of the estimated cost for activities undertaken for the period beginning with the effective date of this grant as shown on the Cover Page and ending on Sept. 30, 1980. Obligation of funds for activities to be undertaken in subsequent years of this Grant shall be in accordance with Attachment B -Standard Provision 9 of this grant entitled "Limitation of Funds." Payment hereunder will be made in accordance with the Standard Provision 8A entitled "Payment - FLRC Advance"

VI. Matching Funds - Annually, the grantee agrees to contribute and expend non-Federal funds for eligible strengthening activities under this grant in an amount at least equal to the amount expended from AID grant funds hereunder. Although both AID funds provided herein and grantee non-Federal funds may be expended for both new and ongoing strengthening activities, the expenditure for new activities must, in the performance of this grant, equal or exceed the amount expended from AID's obligation hereunder. For purposes of matching, only expenditures for direct costs (such as salaries, fringe benefits, purchases of supplies and equipment, scholarships, travel, shipment, communications and the like) may be attributed to Grantee's non-Federal contribution or AID's contribution.

If at the end of each year hereunder, the grantee has expended an amount of AID grant funds greater than expenditures from its own contribution, the difference shall be applied to reduce the amount of AID's obligation for the following year, or, if this grant has expired or been terminated,

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will be refunded to AID in accordance with Attachment B, Standard Provision 7 entitled "Refunds" of this grant. The total estimated cost as set forth in Article V will be amended to reflect changes in the contribution made by both AID and the Grantee.

VII. Standard Provisions - The attached Standard Provisions (Attachment B) unless changed below are the Standard Provisions of this Strengthening Grant. They will be included in any subagreements made hereunder with U. S. institutions.

The following changes have been made in the Standard Provisions of this grant.

A. In Standard Provision 7, entitled "Refunds," delete paragraph (c) and insert in lieu thereof the following:

"(c) If at anytime during the life of this Grant, it is determined by AID that funds obligated by AID under this Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall restore an equivalent amount to the Grant account which shall be available for other allowable expenditures under the Grant. Amounts of AID funds disallowed which cannot be allocated to allowable costs at the expiration or termination of this Grant shall be refunded to AID."

B. In Standard Provision 14, entitled, "Subordinate Agreements" add the following new paragraph:

"The Grantee may not make subgrants to U.S. institutions that do not meet the requirements of eligibility as defined in Section 296(d) of Title XII of the Foreign Assistance Act of 1961, as amended, and as designated by BIFAD and AID (see 43 FR 37049, dated August 21, 1978)".

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C. Regarding Standard Provision 5, "Travel and Transportation," payment of per diem shall be governed by the following:

For travel outside the conterminous United States, reimbursement for each per diem locality will be the average cost of lodging rounded to the next whole dollar plus 50 percent of the maximum locality rate. Total reimbursement shall not exceed the maximum per diem for each locality, unless specific approval is given in advance for actual expenses. Maximum locality rates shall be those established by the Department of Defense for non-foreign areas and by the Department of State for foreign areas.

When staff house or other free or low cost facilities are used the reduced rates indicated by footnote 1 on the per diem supplement (section 925) to the Standardized Regulations (Government Civilians, Foreign Areas) will be used directly as per diem. These low rates have already been computed on a basis similar to lodging plus and no further computation is necessary.

Condensed Proposal for a
Title XII University Matching Formula Strengthening Grant
for North Carolina State University

A. INTRODUCTION

North Carolina State University (NCSU), a Land-Grant Institution with a considerable history of involvement in international programs, now seeks to enhance its capacity for rendering more significant service to the very important goal of international development. The potential for funding through Title XII of the Foreign Assistance Act of 1975 hopefully will provide a portion of the resources necessary for this enhancement process.

The first major overseas development assistance program of NCSU, through its School of Agriculture and Life Sciences (SALS), was in Peru. This program, active during the period 1955-1972, began as a modest commitment to strengthen segments of the agricultural research program; it expanded into a wide-spectrum activity with national responsibilities in agricultural research, extension, and education. Some 380 scientist-years were allocated to the project, including 82 long-term and 80 short-term assignments. Other significant overseas activities have been the Soil Testing Program (1963-1975) in Latin America and several Asian countries; the five-university Consortium for Tropical Soils Research (1970 to present); a 211-d grant in soils and biological nitrogen fixation; a world-wide plant nematode research project (1974 to present); and many other small contracts and grants through USAID and private foundations. In recent years, formal relationships have been established with three of the International Agricultural Research Centers.

North Carolina is an important agricultural state -- generally ranking among the top 10 in agricultural income. Its agriculture is characterized by crop diversity, livestock, swine, poultry, and small farms. Some 60,000 of its farmers fall into the limited resource category.

NCSU has extensive agricultural research and extension agencies. The North Carolina Agricultural Research Service has an annual budget of approximately \$22 million and employs 362 regular faculty and 413 professionals on a temporary basis. The North Carolina Agricultural Extension Service has an annual budget of approximately \$19.7 million and employs 220 subject-matter specialists on the NCSU campus and 628 professional employees in the counties. The programs of both of these agencies have gained national and international acclaim for outstanding contributions to the development of modern agriculture.

B. SUMMARY OF STRENGTHENING GRANT PROJECT

The faculty of NCSU are keenly aware of the fact that much of the technology that it has developed and disseminated has not been fully adopted by its clientele in North Carolina. Similar but more extreme problems of technology adoption have been experienced by NCSU faculty working under technical assistance programs abroad. Problems of technology diffusion among limited-resource farmers through "green revolution" programs have been noted, but response to these problems has been meager and fragmented. We are not aware of any comprehensive research programs that have given concomitant attention to the identification of technology adoption constraints, to the development, adaptation and transfer of appropriate technology, and to the measurement of the consequence of its adoption by limited-resource farmers. NCSU now seeks to make a major institutional commitment to the study of these issues and to the development of protocols in research and extension to cope with them. The ultimate objective is to develop a generalized informational system^{1/} through which resource

^{1/} Information system is a concept that identifies a series of sequential but interrelated events involved in problem assessment, development or adaptation of technology, technology transfer, assessing the impact of technology adoption and feedback to the resource allocation decision makers in research and extens

allocation decisions in research and extension programs can be adjusted to reflect adequately the problems and technology needs of limited-resource farmers. Achievement of this objective will permit NCSU to serve better its domestic mission and to undertake with greater expertise and efficiency international assistance programs that involve technology adaptation and diffusion. We cannot carry out effective international assistance programs until we understand better the needs, constraints, and potential of the clientele that we seek to serve. The proposed program will result in strengthening that will enable NCSU to do a more effective job of assisting with teaching, research, and extension programs abroad.

The strengthening grant program will involve the identification of limited-resource study groups that will receive intensive research and extension focus over a period of several years. One study group will be identified in the Coastal Plains region of North Carolina and another in the Amazon Basin of Peru (probably the Yurimaguas area). The constraint factors impinging upon these populations will be identified through extensive socio-economic and related agricultural-practice surveys. Farm management and production systems based upon existing and adapted technology will be devised for and recommended to the study-group participants to meet their individualized needs in overcoming principal constraints. These farming units will be reassessed annually, and the recommended production packages will be adjusted as necessary and feasible to achievement improvement objectives.

This program will be carried out by a broadly multidisciplinary team comprising scientists from NCSU in collaboration with colleagues from the Peruvian Ministry of Agriculture and Food and the International Center of Tropical Agriculture (CIAT, Cali, Colombia). Scientists from NCSU will carry out the domestic component and collaborate with CIAT and Peruvian scientists in carrying out the Peru component.

The University of Illinois is assisting the Peruvian Ministry of Agriculture and Food with a research and extension effort on soybeans and corn for small farms (Contract AID/1a-c-1206). Some of this work is being carried out in the high jungle near the Yurimaguas area. University of Illinois officials have expressed the desire to collaborate with our project in Peru to the extent of serving mutual objectives.

NCSU carries out collaborative and cooperative programs of research and extension with the North Carolina Agricultural and Technical State University (NCATSU) at Greensboro. A principal focus of NCATSU programs in agriculture is the small family farm. There will be a reciprocal interaction between NCSU and NCATSU to complement our respective institutional objectives in international programs, including strengthening grant programs.

The funds available through the strengthening grant will not be adequate to carry out this project. But principal costs of the North Carolina component will be sustained by NCSU; some of the strengthening grant funds will be used for the Peru component with complementation by the "pilot application phase" of the NCSU Tropical Soils Research Program, by the Government of Peru through its regular research and extension programs, and by PL 480 loan funds that are expected through USAID/Lima in support of technology transfer in the Yurimaguas area.

C. SPECIFIC STRENGTHENING GRANT OBJECTIVES

1. To enhance our capacity to assist research and extension decision-makers in focusing on a clientele with abundant labor resources but severe capital and land restraints.
2. To structure an interdisciplinary team with a charge to define the essential components of an information system appropriate to the above, to structure a conceptual framework, to elucidate testable

- relationships within this framework, and to develop methodologies and research techniques necessary to test such relationships.
3. To test and adjust the information system components (inputs) against research management and extension delivery options targeted at the immobile rural-disadvantaged in North Carolina.
 4. To design, in collaboration with LDC colleagues, an information system adapted to the assessment of indigenous research management issues.
 5. To design jointly with LDC colleagues an information system adapted to the assessment of indigenous extension management issues.
 6. To counsel with domestic and overseas colleagues, via workshops and seminars, on all aspects of these information systems.
 7. To provide graduate education opportunities for both LDC and U. S. students in the area of technology adaptation and transfer.

Objective #1 represents the overall objective or goal of this strengthening program. The remaining objectives are more specific and will be implemented sequentially (with some exceptions) in achieving Objective #1. Progress toward achievement of Objectives 2-7 can be evaluated and described without difficulty. For example, Objective #2 involves establishment of an interdisciplinary team by the Dean of the School of Agriculture and Life Sciences and charged to develop the conceptual framework for the program and the specific implementation tasks. The aim of this action will be to "institutionalize" technology transfer to limited-resource farmers as an on-going program. Progress toward achievement of this objective can be measured in terms of administrative initiatives to establish the activity and specific actions in conceptualizing the components of a long-term program. The collective progress and accomplishments under Objectives 2-7 will indicate the progress toward accomplishment of the overall objective.

An evaluation instrument could be devised for quantifying progress toward achievement of objectives, but it is not considered either desirable or necessary to carry evaluation of this program to that extreme.

D. EXPECTED BENEFITS

Multiple benefits will accrue to NCSU and potentially to USAID as a result of this strengthening grant activity. The principal benefits will be:

1. Development of a generalized protocol for identifying the constraints of limited-resource farmers to the adoption of new technology that would result in higher returns to labor and higher income for small farming operations;
2. Development of the components of an informational system that will reflect the needs of limited-resource farmers in allocating research and extension resources at the institutional or agency level;
3. Creation of an improved understanding by a broadly multi-disciplinary group of NCSU faculty and other collaborating scientists of the needs of limited-resource farmers and of the research and extension approaches applicable to the solution of their problems;
4. Institutionalization through the establishment of long-term research and extension projects of a commitment to serve the needs of limited-resource farmers in the domestic and overseas settings;
5. Development of an environment appropriate to and the capacity for graduate education in international agricultural development with a focus on the needs of limited resource farmers;

6. Reinforcement of program linkages with other domestic institutions, international centers, and LDC national research programs; and
7. Development of a program capability in technology transfer that would be available to USAID through future grants and contracts.

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STANDARD PROVISIONS

1. DEFINITIONS

(a) "Administrator" means the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "AID" means the Agency for International Development.

(c) "Consultant" means any especially well qualified person who is engaged on a temporary or intermittent basis to advise the Grantee and who is not an officer or employee of the Grantee who performs other duties for the Grantee.

(d) "AID Grant Officer" means the person executing this Grant on behalf of the United States Government, and any other Government employee who is a properly designated AID Grant Officer; and the term includes, except as otherwise provided in this Grant, the authorized representative of an AID Grant Officer acting within the limits of his authority.

(e) "Grantee Employee" means a person in the employ of the Grantee assigned to work under this Grant.

(f) "Cooperating Country or Countries" means the foreign country or countries in or for which assistance is to be provided hereunder.

(g) "Cooperating Government" means the government of the Cooperating Country.

(h) "Economy Class" air travel (also known as jet economy, air coach, tourist class, etc.) means a class of air travel which is less than first class.

(i) "Grantee" means the institution entering into this Grant with the Government.

(j) "Government" means the United States Government.

(k) "Mission" means the United States Mission to, or principal AID office in, the Cooperating Country.

(l) "Mission Director" means the principal AID officer of the Mission in the Cooperating Country, or his designated representative.

(m) "OMB Circular No. A-110" means the Office of Management and Budget Circular entitled Grants and Agreements With Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: Uniform Administrative Requirements (41 CFR 32016; July 30, 1976), including any amendments thereto.

(n) "FMC Circular 73-8" means Federal Management Circular 73-8 entitled Cost Principles for Educational Institutions.

(o) "Handbook 13" means AID Handbook 13, entitled Grants

(p) "Assistance Instruments" means either grants or cooperative agreements.

(q) "Subgrantee" means an eligible Title XII institution who receives a subgrant hereunder.

(r) "Subordinate agreement" or "subagreement" means any subgrant or contract executed under this Grant.

(s) "Contractor" means any institution or entity having a

contractual relationship with the Grantee.

(t) "AID Project Officer" means a designated representative of the cognizant AID Scientific/Technical Office named on the Cover Page.

2. ALLOWABLE COSTS AND CONTRIBUTIONS

(a) Allowable costs under this Grant shall be limited to those costs which are reasonable, allocable, and allowable in accordance with the terms of (1) this Grant, (2) any negotiated advance understanding on particular cost items, and (3) FMC Circular 73-8, in effect on the date of this Grant.

(b) With regard to the allowability of non-Federal cost sharing contributions under this Grant, Attachment E, "Cost Sharing and Matching", to OMB Circular No. A-110 (as set out in paragraph 1K of Handbook 13) shall also apply.

3. ACCOUNTING, AUDIT, AND RECORDS

(a) The Grantee shall maintain a financial management system in accordance with the requirements set forth in OMB Circular A-110 (as implemented in Paragraph 1L of Handbook 13). A copy of reports of audits resulting from this system as they concern this Grant will be furnished to the Grant Officer.

(b) The AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 16, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the Grantee's books and records to determine whether the Grantee has expended AID's funds in accordance with the terms and conditions of this Grant. The Grantee agrees both to make available any further information requested by AID with respect to any questions arising as a result of the audit and to include the requirements of this provision in any subordinate agreement, including subgrants, entered into with a U.S. institution.

4. SALARIES

All salaries, wages, fees, and stipends, which will be reimbursable by AID under this Grant, shall be in accordance with both the Grantee's usual policy and practice and FMC Circular 73-8. To the extent that the Grantee's policy and practice conflict with FMC Circular 73-8, the latter shall prevail, unless the Schedule of this Grant expressly provides otherwise.

5. TRAVEL AND TRANSPORTATION

(This provision is applicable when air travel or air shipment (both domestic and international) costs are reimbursable by AID under this Grant.)

(a) Allowable costs of travel under this Grant shall be in accordance with both the policy and practice of the Grantee and FMC Circular 73-8. To the extent the Grantee's policy and practice conflict with FMC Circular 73-8, the latter shall prevail unless the Schedule of this Grant provides otherwise.

(b) The AID Grant Officer hereby approves international travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant AID Project Officer prior to sending any individual outside the United States to perform work under this Grant. For this purpose the Grantee shall advise the AID 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 AID Project Officer) of the arrival date and flight identification of AID financed travellers.

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

(d) 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 the Grant records required by Standard Provision 3 above:

(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 or non-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 travel time on a scheduled flight from

origin to destination airports by non-U.S. flag air carrier(s) is 3 hours or less, and services by U.S. flag air carrier(s) would involve twice such travel time.

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

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS
I hereby certify that the transportation service for personnel (and their personal effects) or property by U.S. flag air carriers 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).

(e) Travel allowances shall be reimbursed in accordance with FMC Circular 73-8 and 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 AID Grant Officer with a copy of such approval.

(f) 50% of all international ocean shipment 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.

(i) When the AID Transportation Support Division makes and issues a determination to the Grantee that U.S. flag vessels are not available, the ocean shipment costs on foreign flag vessels, as named in the determination, will be eligible for reimbursement under the Grant. In all instances Grantee vouchers submitted for reimbursement under the Grant which include ocean shipment costs will include a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bill(s) of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement, and indicate the applicable A.I.D. Grant Number."

(ii) 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).

6. 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 use AID funds to 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, Chapter 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 from AID for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase.

(b) Restricted Goods

The Grantee shall not use AID funds to 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 AID 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.

(In addition to the foregoing rule regarding source, to be eligible for procurement with AID funds, the above commodities must meet the requirements contained in AID Handbook 1, Supplement B, Chapter 4C.)

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

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the AID Grant Officer under paragraph 7(b) above, all other goods (e.g., equipment, materials and supplies) and services, the costs of which are to be reimbursed under this Grant by AID and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

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

(d) Application of Order of Preference

When the Grantee uses AID funds to procure goods and services from other than U.S. sources under the order of preference in 7(c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

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

(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 (as set forth in paragraphs 1U.3 and 1U.4 of Handbook 13).

(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, (as set forth in paragraphs 1U.3 and 1U.4 of Handbook 13) and have been approved by AID or another Federal department or agency, the Grantee shall furnish the AID 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 Handbook 13, Chapter 1, paragraph 1U.)

(f) Procurement Systems - Subgrantees and Contractors

(1) U.S. subgrantees and contractors may use their own procurement policies and procedures provided the Grantee determines that they comply with the intent of paragraph 3 and the requirements of paragraph 4 of Attachment 0 to OMB Circular A-110 (as set forth in paragraphs 1U.3 and 1U.4 of Handbook 13).

(2) Non-U.S. subgrantees and contractors, who are located abroad and who do not perform in the U.S. under this Grant, may use their own procurement policies and procedures provided that the Grantee determines that they comply with the intent of paragraph 3 of Attachment 0 to FMC Circular No. 73-8 (as set forth in paragraph 1U.3 of Handbook 13); Paragraph 4 of Attachment 0 to OMB Circular No. A-110 (as set forth in paragraph 1U.4 of Handbook 13) does not apply to such non-U.S. institutions.

(g) Small Business

To permit AID, in accordance with the small business provision 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.

(h) Ineligible Suppliers

AID 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 by AID under this Grant. AID will provide the Grantee with this list.

7. REFUNDS

(a) If use of AID funds results in accrual of interest to the Grantee or to any other person or entity 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 this 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 this Grant shall be refunded to AID.

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

8A. PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(This provision is applicable when the total advances under all the Grantee's cost-reimbursement contracts and assistance instruments with AID exceed \$120,000 per annum and AID has, or expects to have a continuing relationship with the Grantee of 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., Form TFS 5401). The payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$5,000 or more than \$5,000,000. Since the FRLC method enables the Grantee to obtain funds from the U.S. Treasury concurrently with and as frequently as disbursements are made by the Grantee, there need be no time lag between disbursements by the Grantee and drawdowns from the U.S. Treasury by FRLC. Therefore, there is no necessity for the Grantee to maintain balances of Federal cash other than small

balances.

(b) In no event shall the accumulated total of all such payment vouchers exceed the amount of the FRLC.

(c) If at any time, the AID Controller determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, the AID Controller shall advise the AID Grant Officer who may: (1) cause the FRLC to be suspended or revoked; (2) direct the Grantee to withhold submission of payment vouchers until such time as, in the judgment of the AID Controller, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Grant, and/or (3) request the Grantee to repay to AID the amount of such excess. Upon receipt of the AID Grant Officer's request for repayment of excess advance payments, the Grantee shall promptly contact the AID Controller to make suitable arrangements for the repayment of such excess funds. Advances made by primary Grantees (those which receive payments directly from the Government) to secondary recipients shall conform to the same standards applicable to advances made by the Government to the primary Grantee.

(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 its 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 its commercial bank that the FRLC has been opened and is available when funds are needed.

(4) To receive payment, the Grantee shall:

(A) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TFS 5401) in an original and three copies.

(B) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(C) Present the original, duplicate and triplicate copy of the Form TFS 5401 to its commercial bank.

(D) Retain the quadruplicate copy of the voucher.

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

(6) In preparing the payment voucher, the Grantee assigns a voucher number in numerical sequence beginning with 1 and

continuing in sequence on all subsequent payment vouchers submitted under the FRLC.

(7) A report of expenditures (i.e., SF 269, Financial Status Report) shall be prepared and submitted not less than quarterly within 30 days of the end of the period to the AID Controller, AID, Washington, D.C. 20523. This SF 269 Report, submitted with Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, shall be in an original and 2 copies.

(8) The SF 269 report is reviewed against this Grant's 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 AID Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or assistance instruments 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 contract or an assistance 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 AID Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The AID Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)

(B) Upon written request of the AID 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 this Grant; and

(C) If the Grantee fails to comply with the AID Grant

Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or assistance 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.

8B. PAYMENT - PERIODIC ADVANCE

(This provision is applicable when total advances under all the Grantee's cost-reimbursement contracts and assistance instruments with AID do not exceed \$120,000 per annum or if total advances aggregate more than \$120,000 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 Transaction 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 this 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 an 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 period as the SF 1034(s) and the SF 272(s).

(d) Refund of Excess Funds.

(1) If all costs have been settled under this Grant and the Grantee fails to comply with the AID Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or assistance instruments 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 contract or assistance 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 AID Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The AID Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)

(B) Upon written request of the AID 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 this Grant; and

(C) If the Grantee fails to comply with the AID Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or assistance 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.

9. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded Grants.)

(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 the Schedule of this Grant and the Grantee agrees to use its best efforts to carry out the program specified in the Schedule and all obligations under this Grant within such estimated cost.

(b) The amount presently available for payment and allotted to this Grant, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to carry out, or have carried out, the program under 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 allotted to this Grant.

(c) (1) If at any time the Grantee has reason to believe that the costs which it expects to incur in carrying out the program of this Grant in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then allotted to this Grant, the Grantee shall notify the AID Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue the program for the period set forth in the Schedule. (2) Sixty days prior to the end of the period specified in the Schedule, the Grantee will advise the AID Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely carrying out of the program under this Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. (3) If, after

notification, pursuant to (c)(1) or (c)(2), above additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the AID Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the provisions of the TERMINATION provision on such date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligation hereunder for a period extending beyond such date, it shall specify the later date in its request and the AID 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 from time to time allotted to this Grant, and the Grantee shall not be obligated to continue carrying out the program under this Grant (including actions under the TERMINATION provision) or otherwise to incur costs in excess of the amount allotted to this Grant, unless and until the AID Grant Officer has notified the Grantee in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to this Grant. To the extent the amount allotted 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 AID Grant Officer shall affect the amount allotted to 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 allotted to this Grant, whether those excess costs were incurred during the course of this Grant or as result of termination. When and to the extent that the amount allotted to this Grant has been increased, any costs incurred by the Grantee in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted, unless the AID 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.

10. USE OF FOREIGN CURRENCY

(a) Whenever the Grantee has a need to convert U.S. dollars into local currencies, such conversion shall be made through the U.S. Disbursing Officer. If the Disbursing Officer is unable to effect such conversion, the Grantee is free to use the facilities of any accredited financial institution.

(b) All expenditures of the Grantee in excess or near-excess currency countries, including per diem (subsistence) expenses, which will be reimbursable by AID under this Grant, shall be funded from U.S. owned foreign currencies, unless otherwise authorized in writing by the AID Grant Officer.

11. GRANT AMENDMENTS

This Grant may be amended by formal written modifications to the basic document. Amendments may be proposed by either party to this Grant; however, they must be acceptable to both parties before they become effective and binding.

12. DISPUTES

(a) Except as otherwise provided in this Grant, any dispute concerning a question of fact arising under this Grant which is not disposed of by agreement shall be decided by the AID Grant Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The decision of the AID Grant Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Grantee mails or otherwise furnishes to the AID Grant Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this provision, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

(b) This DISPUTES provision does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided that nothing in this Grant shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. TERMINATION

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

(b) For Convenience. This Grant may be terminated for

convenience at any time by either party, in whole or in part, if both parties agree that the continuation of this Grant would not produce beneficial results commensurate with the further expenditures of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the AID 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 transactions, 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 AID 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.

14. SUBORDINATE AGREEMENTS

The placement of subordinate agreements (e.g., leases, options, agreements, or contracts) with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the AID Grant Officer if they will be funded by AID hereunder, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of Paragraph 1U of Chapter 1, Handbook 13. In no event shall any such subordinate agreement 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.

15. PUBLICATIONS

(This provision is applicable to any agreement which

produces any book, publication, or other copyrightable material.)

(a) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult AID on the nature of the acknowledgement prior to publication.

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

(c) In the event these 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 this Grant.

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

16. PATENTS

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

(a) The Grantee agrees to notify the AID 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 AID Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16889) and paragraph 1T8.a. of Chapter 1, Handbook 13.

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

17. INELIGIBLE COUNTRIES

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

18. EQUAL OPPORTUNITY IN EMPLOYMENT

(This provision is applicable to all Grantees, sub-recipients and contractors under this Grant who either perform work in the United States or who recruit personnel in the United States to do work abroad.)

(a) With respect 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.

19. 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.

20. 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 an amount, or otherwise recover, the full amount of each

commission, percentage, brokerage, or contingent fee.

21. NONLIABILITY

AID assumes no liability with respect to any third party for any claims for damages arising out of the program supported by this Grant.

22. TITLE TO, USE, AND CARE OF PROPERTY

(a) The term "property" as used in this provision shall mean Grantee purchased property the cost of which is reimbursed by AID under this Grant. The term "non-expendable property" means property which is complete in itself; does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more.

(b) The Schedule of this Grant shall specify (or the AID Grant Officer may direct) that title to specific property shall be vested in the Grantee, or in the Cooperating Country. When title is to be vested in the Grantee, paragraph (c) of this provision is applicable. When title is to be vested in the Cooperating Country, paragraph (d) of this provision is applicable. If specific direction regarding placement of title is not provided either in the Schedule of this Grant, or by the AID Grant Officer, then title shall be vested in the Grantee, and paragraph (c) of this provision is applicable.

(c) Grantee Titled Property.

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

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

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

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

(ii) To transfer title to any such items in accordance with any written request therefor issued by the AID Grant Officer at any time prior to final payment under this Grant.

(d) Cooperating Country Titled Property.

(1) Property titled to the Cooperating Country 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.

(2) The Grantee shall prepare and establish a program to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of the Cooperating Country titled property 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, Handbook 13.

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

23. AUDIT AND RECORDS - NON U.S. SUBGRANTEES AND CONTRACTORS

(1) The Grantee shall require non U.S. subgrantees and non U.S. contractors (see paragraph L3, Chapter 1 of Handbook 13) to maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly that funds provided by the Grantee were expended exclusively for the purposes of the subordinate agreement. Such records shall be maintained for three years following the expiration of the subordinate agreement.

(2) The Grantee shall ensure that, after each twelve months of a subordinate agreement with a non-U.S. institution, an audit is conducted on the subgrantees and/or contractors's records by an independent public accountant with a national certification similar or equivalent to a certified public accountant. If the Grantee determines that an audit is not possible or feasible it shall submit to the AID Grant Officer the reasons why such an audit is not possible or feasible, and present for the approval of the AID Grant Officer, alternatives which will achieve the objectives, set forth in this provision. The Grantee shall include in each subordinate agreement hereunder, a provision by which the Grantee asserts the right to audit if the independent audit does not take place or is unacceptable. The subordinate agreement shall also require that the subgrantees and contractors shall make available any further information as requested by the Grantee with respect to questions concerning the audit. The report of independent audit shall be submitted to the Grantee and retained by it in accordance with the standard provision entitled ACCOUNTING, AUDIT AND RECORDS.

(3) The purpose of the independent audit shall be to determine the propriety and necessity of the subrecipient's expenditures in terms of the purposes for which the funds were made available, and the adequacy of the subrecipient's financial management. Notwithstanding the requirement for an independent audit, the AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 16, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the subrecipient's books and records to determine whether the subrecipient has expended AID's funds in accordance with the terms of this Grant. The terms of this Provision are applicable only to subordinate agreements with non-U.S. institutions.

24. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

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

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

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

(c) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage directly or indirectly, either in his 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.

25. 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;

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