

PD-FAK-344

# CONTRACT

**CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET**

SER/CM/SD/SUP Action Monitor

SER/CM/SD/SUP Action Office

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

**PART IA.**

Contractor/Grantee Name <i>Wiesman Institute of Science + Hadassah</i>			
PIO/T Number	Appropriation Number	Allotment Number	Project Number
Project Title <i>Arab Israeli Exchange Program</i>			
Amount of this PIO/T	Project Manager's Name and Office Symbol		Contractor's D-U-N-S Number
Negotiator's Typed Name		Signature	Date
Contract/Grant Officer's Typed Name		Signature	Date

**PART IB.**

Contract/Grant Number <i>ASHA-208</i>	Type Order	Order Number	Amendment/Modification Number	Date PIO/T Received by CM/SD/SUI or Mission Contract Office
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**PART II.**

Effective Date of Document <i>9/28/80</i>	Signature Date of Document <i>2/20/80</i>	Estimated Completion Date <i>6/30/82</i>	Contract/Grant funded through (date) <i>6/30/82</i>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <i>500,000</i>	Cumulative Obligation thru this Action <i>500,000</i>

**PART III.**

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

**M03 - TYPE ACTION**

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

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

**M04 - CONTRACT/GRANT TYPE**

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

\*Complete ONLY through M51

**M05 - SELECTION PROCEDURES**

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

- G Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
- I Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K 8(a) Selection (IPR 1-1.713.1)
- L Grant (Handbook 13)
- M Do Not Use
- N Cooperative Agreement (Handbook 13)
- O Small Business Set Aside (IPR 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
- F 8(a) SBA Awarded to Non-Minority (Women Owned, Veterans, etc.)
- I. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large Firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

(Continued on Page 2)

2

**M09 - CONTRACTING PARTIES**

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

**M10 - PRIVATE VOLUNTARY ORGANIZATION**

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

**M11 - ADVANCE**

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

**M12 - COUNTRY OF PERFORMANCE**

(Specify) Israel

**M13 - Is any travel required outside U.S.?**

- YES  NO

**M14 - CONTRACT/GRANT SOURCE**

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

**M15 - TYPE OWNERSHIP**

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

**M22 - CURRENCY INDICATOR**

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

L. 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) \_\_\_\_\_

**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**

**M68 - WOMEN OWNED BUSINESS**

- YES  NO

**M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES**

**M70 - LABOR SURPLUS AREA (LSA) PREFERENCE**

(Location of Contractor)

1. Labor Surplus Area - No Preference

3. Labor Surplus Area - Tie Bid Preference

5. Not a Labor Surplus Area Preference Award

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

8. Total Labor Surplus Set-Aside Preference (P.L. 95-89)

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.

GRANT  
BY THE  
UNITED STATES OF AMERICA

TO  
HADASSAH MEDICAL RELIEF ASSOCIATION, INC.

AND  
THE TRUSTEES OF THE FEINBERG GRADUATE SCHOOL  
OF THE WEIZMANN INSTITUTE OF SCIENCE

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.") hereby makes a grant of Five Hundred Thousand Dollars (\$500,000) to the Hadassah Medical Relief Association, Inc. and the Trustees of the Feinberg Graduate School of the Weizmann Institute of Science (hereinafter referred to as "Grantees") to be used solely and jointly by the Hadassah Medical Center and the Feinberg Graduate School of the Weizmann Institute of Science located respectively at Ein Karem and Rehovot, Israel, to provide support for a program of Arab/Israeli Student Exchange in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made part of this grant, as follows: Appendix A (Program Description and Special Provisions), and Appendix B (General Provisions: (5a) Disbursement Procedures, and (6) Administrative and Other Provisions).

This grant is effective and obligation is made as of the date of this grant and shall apply to commitments made by Grantees in furtherance of grant objectives during the period January 1, 1980 through June 30, 1982.

Agency for International Development

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

Date 28 SEP 1979

ACCEPTED:

Hadassah Medical Relief Association, Inc.  
50 West 58th Street  
New York, New York 10019

By Miriam A. Little  
Title Exec. Dir.

The Trustees of the Feinberg Graduate School  
of the Weizmann Institute of Science  
515 Park Avenue  
New York, New York 10022

By David Ginsburg  
Title Asst. Dir.

Grant No. AID/asha 208

Project No. 913-0287-1397532

Allotment No. 994-38-099-00-84-91

Appropriation No. 72-1191013

## APPENDIX A

### PROGRAM DESCRIPTION AND SPECIAL PROVISIONS

#### A. Purpose of Grant

The purpose of this grant is to provide support for a program of Arab/Israeli Student Exchanges pursuant to an amendment to the Foreign Assistance and Related Programs Appropriations Act, 1979, (the Inouye Amendment), which provided funds under Section 214 of the Foreign Assistance Act "for support of Israeli students studying in American sponsored centers of learning in the Arab countries and Arab students studying in American sponsored centers of learning in Israel."

#### B. Specific Objectives

Grantees, in accordance with the provisions of this grant, including the "Condition Precedent to Implementation and Disbursement" set forth in paragraph G, agree to organize, coordinate and implement a student exchange program. Specifically, to notify prospective participants regarding the student exchange program and to provide training for Arab students at the Hadassah Medical Center and the Feinberg Graduate School of the Weizmann Institute of Science. Training may include undergraduate, graduate and post-graduate education in the medical, paramedical and public health fields (including intern and residency training) and in the natural sciences, scientific research, science teaching and in-service training of teachers.

A student's participation in the exchange program shall not exceed one academic year. The period of participation may be as

short as one academic quarter and may also include short term academic programs such as special institutes, workshops, seminars and colloquia.

Academic programs provided by grantees shall be courses and programs normally offered, but may also include appropriate introductory or orientation programs. Participants may take course work at institutions in Israel other than the Hadassah Medical Center and the Feinberg Graduate School of the Weizmann Institute of Science provided such course work is under the auspices of the Hadassah Medical Center or the Feinberg Graduate School, and provided the Hadassah Medical Center and the Feinberg Graduate School permit their regular students to take course work at these other institutions.

C. Selection of Exchange Students

Exchange students financed under this grant may apply directly to grantees' institutions or through the American University in Cairo, Egypt, in accordance with procedures to be established by the Board of Student Exchange (see "Implementation" below).

Except as otherwise approved by A.I.D., it is agreed that participants in the student exchange program shall be limited to citizens and residents of the Arab Republic of Egypt and Israel.

The number of students going to Israel from Egypt shall be approximately the same as the number of students going to Egypt from Israel.

It is understood that grantees retain the final right to decide which students are qualified and at what levels those entering will be placed. To the extent practicable, the criteria used for selection and placement shall be the same as those used for other students.

D. Implementation

The planning, coordination and implementation of the student exchange program shall be conducted by a Board of Student Exchange to be established by the grantees and the American University in Cairo (AUC), Egypt.

The Feinberg Graduate School and the Hadassah Medical Center shall each (as will the American University in Cairo) designate one senior faculty member and one senior administrative official, and their alternates, to serve on the Board of Student Exchange.

Implementation of the program will proceed on the basis of mutual and unanimous agreement of the Feinberg Graduate School, the Hadassah Medical Center, and the American University in Cairo.

The Board of Student Exchange shall meet initially in Israel or Egypt (as the Feinberg Graduate School, the Hadassah Medical Center, and the American University in Cairo shall agree) and then alternately in Egypt and Israel thereafter, on an as necessary basis, to ensure smooth coordination of the student exchange program.

The Hadassah Medical Center and the Feinberg Graduate School (as well as the American University in Cairo) shall provide to A.I.D., the U.S. Ambassadors to Egypt and Israel, and, as appropriate, officials of the Governments of Israel and Egypt the

names and titles of officials designated to serve on the Board of Student Exchange.

E. Authorized Expenses

The following costs associated with carrying out the student exchange program may be charged to this grant:

1. The cost of educating each student up to a maximum of \$3,500 for one academic year. Shorter term exchanges shall be prorated on a base not to exceed the maximum set forth above. Short term programs such as special institutes, workshops, seminars and colloquia may be charged at the regular rate.

2. Administration of the student exchange program up to a maximum of \$50,000. Expenses of members of the Board of Student Exchange shall be provided within the stated ceiling and shall be limited to transportation, per diem and reimbursable expenses. Grantees may also use the administrative allowance of \$50,000 to meet the salary costs and transportation, per diem and reimbursable expenses of not more than the equivalent of two full-time staff persons to assist the Board of Student Exchange in carrying out the purpose of the grant.

3. Transportation for each student, limited to one round-trip.

All transportation to be charged to this grant, including that of officials administering the program, is to be at less than first class rates.

4. Room and board for participating students at charges, costs or allowances established for regular students.

5. Books, laboratory and other fees established for regular students if appropriate (e.g., health insurance).

F. Termination of Exchange Students

Termination of exchange students for academic reasons shall be the prerogative of the grantees who shall notify the exchange student in writing of the reasons for such termination.

Termination of an exchange student for non-academic reasons by the grantees shall be in accordance with the rules, regulations and procedures applicable to all students at the Hadassah Medical Center and the Feinberg Graduate School. Grantees shall notify the exchange student in writing of the reasons for such termination.

G. Condition Precedent to Implementation and Disbursement

Except for disbursement to meet expenses of planning pursuant to paragraph D and in accordance with item 2 of paragraph E, above, grant funds shall not be disbursed and the student exchange program shall not commence until there is full restoration of diplomatic relations between Egypt and Israel and the issuance of student visas (or their equivalent) by the Governments of both Egypt and Israel and/or other action or approvals by the Governments of Egypt and Israel which would permit the student exchange program to operate.

H. Reporting Requirements

Of the reporting requirements set forth in the General Provisions to this grant, Administrative and Other Provisions, only the quarterly financial report applies. However, in addition to the quarterly financial report, grantees shall keep A.I.D. apprised of efforts to establish the student exchange program and arrangements for implementation of the program agreed to by grantees and the Board of Student Exchange. Within four weeks after the final registration date for each regular semester and summer session, the grantees will submit to A.I.D. a report on the operation of the exchange program. The report should include statistical and narrative information. Statistical information should include the number of exchange students participating in the program, period of enrollment, field of study, and country of origin. The narrative section should provide an analysis of the student exchange program, its problems and successes, its utility and effectiveness.

## DISBURSEMENT PROCEDURES

### Disbursement for Actual and Accrued Expenses

Except as otherwise provided in Appendix A, Special Provisions; or by A. I. D. in writing, the disbursement of grant funds shall be in accordance with the following terms and procedures.

#### A. Disbursement Terms

##### 1. Disbursement for Actual and Accrued Costs

Funds shall be disbursed to the Grantee for actual and accrued United States Dollar and local currency expenses as authorized in Appendix A of this grant.

##### 2. Accrued Costs

Any accrual of costs by the Grantee for which disbursement is requested pursuant to Paragraph B, below, shall be undertaken in accordance with the following guidelines. Accruing costs permits Grantee to request disbursement for expenses incurred for a given period although such expenses may not have been actually paid in cash. As applicable, costs of professional services and/or construction services shall be considered to accrue as a contractor performs his work and materials are delivered to the work site, irrespective of whether the contractor has submitted his bill for such services and/or materials. Accordingly, the cost of work performed and/or materials delivered may be estimated and

-2-

Grantee may request disbursement by A. I. D. for such accrued costs. Any "first payment" provision or construction "start-up costs" provided for in a contract, and within the authorized expenditures of the grant, shall be considered to accrue upon A. I. D. 's approval of the contract. Expenditures for commodities, including books and periodicals, shall be considered to accrue upon delivery of the commodities, or receipt of the bill, whichever is earliest. For commodities procured in the United States, delivery occurs when Grantee, or Grantee's contractor, takes title, typically in the U. S. when the commodities are delivered for shipment overseas.

3. Conversion of Dollars to Local Currency

Grantee is authorized to convert United States Dollars to local currency. Such conversions shall be made by, or under arrangements and at rates approved by, a United States Disbursing Officer at the A. I. D. Mission, American Embassy, or Consulate in the country where Grantee's institution is located.

4. Restriction on Interest

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

12

5. Records of Grant Financed Expenditures

Grantee's records and books of account shall be maintained in such a manner that expenditures financed by this grant may be readily identified.

B. Method of Disbursement

1. Requesting Payment

To obtain disbursement for authorized expenditures, the Grantee or his authorized agent shall request payment, typically not more frequently than once each month, from the A.I.D. Mission Controller or, if there is no A.I.D. Mission in the country where Grantee's institution is located, from the American Embassy. Requests for payment shall include the documentation (voucher, expenditure report and certification) set forth below.

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

3. Voucher

Grantee shall submit Voucher Form 1034 (original) and three copies of SF 1034 (a), properly executed, to show the amount of expenditures during the period for which disbursement is requested.

4. Expenditure Report

All vouchers submitted under this grant shall be supported by an original and three copies of an expenditure report as follows:

Expenditure Report

<u>Authorized Expenditures</u>	<u>Authorized Amount</u>	<u>Total Expenditures</u>	
		<u>To Date</u>	<u>This Period</u>
(Describe authorized expenditures as set forth in Appendix A)	(As applicable, insert grant amount allocated for authorized expenditures)		

5. Certification

Each request for disbursement of grant funds shall include a certification signed by an authorized representative of the Grantee as follows:

"The undersigned hereby certifies (1) that the payment of the sum claimed under this voucher is proper and due under the terms of the grant; and (2) that the information contained in the expenditure report is true and correct."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

6. Final Payment

For final payment under this grant, Grantee shall submit Voucher Form 1034 (original) and three copies of Voucher Form 1034 (a), marked "FINAL VOUCHER," together with the expenditure report and certification described above not later than 90 days after the expiration of this grant or such other period as may be approved in writing by A. I. D.

7. Additional Documentation

A. I. D. may request the submission of additional documentation to that required above to support authorized expenditures charged by the Grantee to this grant.

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

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

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

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

1. Quarterly Report of Grant Expenditures

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

2. Quarterly Progress Report on Capital Improvements

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

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

a) Construction Progress

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

b) Commodity Procurement

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

<u>Description and Amount of Commodities Procured</u>	<u>Price</u>	<u>Number of Quotations/ Bids*</u>	<u>Lowest Price (yes, no)</u>	<u>Place of Purchase (U.S., local country)</u>
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\* Indicate any proprietary procurement with a "P" (See the grant provisions relating to Procurement of Commodities for information regarding proprietary procurement.)

3. Annual Institutional Report

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

B. Records and Books of Account - Right of Inspection

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

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

C. Reimbursement to A.I.D.

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

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

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

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

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

D. Non-Liability

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

E. Equal Opportunity

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

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

F. Covenant Against Contingent Fees

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

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

G. Officials Not to Benefit.

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

H. Termination

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

### I. Notices

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

To A. I. D.

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

### To Grantee

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

### J. Subordinate Agreements

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

K. Title to and Use of Property

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

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

QUARTERLY REPORT OF GRANT EXPENDITURES \*

24

Institution

Grant No. \_\_\_\_\_

Total Grant Amount \_\_\_\_\_

Report Period \_\_\_\_\_  
(month and year)

DESCRIPTION	REPORTING MONTH	TOTAL GRANT EXPENDITURES (Cumulative)
1. Construction		
2. Equipment and Supplies		
3. Scholarships		
4. Other (salaries, allowances, travel, etc.)		
Total		

Two copies of this report shall be submitted within 15 days following the end of each quarter of the calendar year until the (1) expiration date of the grant, (2) expenditure of grant funds, or (3) termination of the grant, whichever is earliest.

Reports should include expenditures whether they have been reimbursed by A.I.D. or not. If your grant is expressed in a foreign currency, please report expenditures in both the foreign currency and the U.S. dollar equivalent, noting the exchange rate used.