

# CONTRACT

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

3. Contract/Agreement Number: HSH-1332-G-SS-264-00

4. Contractor/Recipient Name: Foundation Francisco Marroquin

5. Organization Symbol: FVA/A=7A

6. Project Title: Univ. Francisco Marroquin

7. Project Officer's Name: Lee Knutson

8. Organization Symbol: FVA/A=7A

9. Requisitioning Document ID No: Asha 351

19. Budget Plan Code: N/A

10. TYPE OF ACTION:  
 A. New Acquisition/Assistance  **A**  
 B. Continuation of activities set forth in a contractual document  
 C. Revision of work scope/purpose of award

20. Country or Region of Performance: Guatemala

21. a. This Action Increases TEC by \$ \_\_\_\_\_  
 b. Total Est. Cost of Contractual Document \$ \_\_\_\_\_

11. Amount of this PIO/T: U.S. \$ \_\_\_\_\_

22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ \_\_\_\_\_

12. Amount Obligated/ Subobligated/ Deobligated by this Action: U.S. \$ 1,000,000

23. Effective Date of this Action: 5/2/84

13. Cumulative Obligation: U.S. \$ \_\_\_\_\_

24. Estimated Completion/Expiration Date: 12/31/85

14. This Action Funded Through: 12/31/85

15. Date Contractual Documents Signed by AID Official: 5/2/84

25. Contractor DUNS Number: \_\_\_\_\_

16. Incrementally Funded Contract: /

26. Consultant Type Award: /

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

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

18. Campus Coordinator: (Univ. Contracts) /

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

29. Negotiator's Typed Name: /

30. Negotiator's Signature: /

31. Date Signed: 1/1

32. Contract/Grant Officer's Organization Symbol: FVA/Asha

33. Contract/Grant Officer's Signature: Lee Knutson

34. Date Signed: 6/15/84

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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. Fed. Inst. and/or Int'l. Research  
 E. Collaborative Assistance  
 F. Predominant Capability  
 G. Unsolicited Proposal

**ENTERED**  
SCZ  
**JUL 05 1984**  
 STAT. Section

H. Procurement to be Performed by the Contractor in Person

I. Sole Source  
 J. Impairment of Foreign Policy Objectives  
 K. 8(a) Selection  
 ● Grant/Cooperative Agreement  
 L. Competitive  
 M. Noncompetitive  
 N. Small Business Set Aside  
 O. Overseas Procuring Activities

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<p><b>36. CONTRACT TYPE:</b></p> <ul style="list-style-type: none"> <li>A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI)</li> <li>B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF)</li> <li>C. IQC &amp; Requirements Contracts</li> <li>D. Other</li> </ul>	<p><b>45. LABOR SURPLUS AREA PREFERENCE:</b></p> <ul style="list-style-type: none"> <li>● Labor Surplus Area</li> <li>A. No Preference</li> <li>B. Tie Bid Preference</li> <li>C. Total Set Aside</li> <li>D. Not a Labor Surplus Area Preference Award</li> </ul>
<p><b>37. ADVANCE:</b></p> <ul style="list-style-type: none"> <li>A. No Advance</li> <li>B. Advance Non-FRLC</li> <li>C. Advance FRLC</li> </ul>	<p><b>46. Number of Bidders Offering Items or Services of Foreign Content:</b></p>
<p><b>38. SUBJECT TO STATUTORY REQUIREMENT:</b></p> <ul style="list-style-type: none"> <li>A. Walsh-Healey Act, Manufacturer*</li> <li>B. Walsh-Healey Act, Regular Dealer*</li> <li>C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers)</li> <li>D. Davis-Bacon Act (Construction)</li> <li>E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts)</li> <li>• Equipment, Supplies, Materials, and Commodities</li> </ul>	<p><b>47. TYPE OF BUSINESS:</b></p> <ul style="list-style-type: none"> <li>A. Source: Non-U.S. and Used Outside U.S. &amp; Possessions</li> <li>B. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q)</li> <li>C. Firm - Profit Making &amp; PSC's</li> <li>● Non-Profit Organizations</li> <li>D. Private Educational Organizations</li> <li>E. Hospitals</li> <li>F. Research Institutions, Foundations, and Laboratories</li> <li>G. Other</li> <li>● Private Voluntary Organizations</li> <li>H. U.S. Registered</li> <li>I. U.S. Non-Registered</li> <li>J. Foreign</li> <li>● State/Local Government</li> <li>K. Educational Institutions</li> <li>L. Hospitals</li> <li>M. Research Organizations</li> <li>N. Other</li> <li>O. International Agricultural Research Organizations</li> <li>P. Public International Organizations</li> <li>Q. U.S. Cooperatives</li> </ul>
<p><b>39. Country of Manufacture (Specify) <u>N/A</u></b></p>	
<p><b>40. CURRENCY INDICATOR:</b></p> <ul style="list-style-type: none"> <li>A. U.S. Dollar</li> <li>B. Local Currency</li> <li>C. Combination</li> <li>D. Unfunded</li> </ul>	
<p><b>41. SUBCONTRACTS:</b> Is There a Provision for a Subcontract? (Contracts only)</p>	
<p><b>42. TYPE SERVICE:</b></p> <ul style="list-style-type: none"> <li>A. Training of Participants</li> <li>B. Technical Assistance to Host Country (Program, Project related except A&amp;E Services)</li> <li>C. A&amp;E Services</li> <li>D. Construction</li> <li>E. Research</li> <li>F. Technical Services to AID (other than training; usually operating expense)</li> <li>G. Training Service for AID</li> <li>H. Equipment, Materials, Supplies, Commodities</li> <li>I. Translation Service</li> </ul>	
<p><b>43. CONTRACT/AGREEMENT SOURCE:</b></p> <ul style="list-style-type: none"> <li>A. U.S. Contractor/Grantee</li> <li>B. Non-U.S. Contractor/Grantee</li> <li>C. Combination of A &amp; B</li> </ul>	
<p><b>44. TYPE OF AMERICAN OWNERSHIP:</b></p> <ul style="list-style-type: none"> <li>● Minority</li> <li>A. Asian/Pacific Islander</li> <li>B. Black American</li> <li>C. American Aleuts or Eskimos</li> <li>D. American Indian</li> <li>E. Hispanic</li> <li>F. Other (Specify) _____</li> <li>G. Non-Minority</li> </ul>	
	<p><b>48. Women Owned Business?</b></p> <p><b>49. TYPE AWARD:</b></p> <ul style="list-style-type: none"> <li>● Small Business</li> <li>A. Not Set Aside</li> <li>B. Partial Set Aside</li> <li>C. Total Set Aside</li> <li>D. Personal Service Contract</li> <li>E. Individual Non-Personal Service Contract</li> <li>F. U.S. Government</li> <li>G. University</li> <li>H. Other Non-Profit Organizations</li> <li>I. Large Businesses</li> </ul> <p><b>50. Paying Office:</b> Payment will be made by <u>AID/W</u> <u>3</u></p>

6 JUN 1984

GRANT  
BY THE  
UNITED STATES OF AMERICA  
TO  
FOUNDATION FRANCISCO MARROQUIN  
FOR  
UNIVERSIDAD FRANCISCO MARROQUIN, GUATEMALA

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D."), hereby makes a grant of One Million Dollars (\$1,000,000) to the Foundation Francisco Marroquin (hereinafter referred to as "Grantee") to be used solely for the benefit of the Universidad Francisco Marroquin located in Guatemala City, Guatemala, in accordance with and subject to the terms and conditions set forth in the Appendices attached to and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: (1) Procurement of Professional Services, (2) Procurement of Construction Services, (3) Procurement of Commodities, (5b) Disbursement Procedures for Periodic Advances, and (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of this grant and ending December 31, 1985.

Agency for International Development

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

Date MAY 2 1984

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

Foundation Francisco Marroquin  
P.O. Box 4099  
Jacksonville, Florida 32201

By *William ...*  
Title President

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HSH-1332-G-SS-~~3~~064-00  
Grant No. AID/asha 351  
Project No. 938-1332-3845038  
Allotment No. 494-38-099-00-84-41  
Appropriation No. 72-1141013

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APPENDIX A

SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

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

2. Grantee, a non-profit corporation, founded under the laws of the State of California to encourage scholarship and education in market economics in Latin America, has sponsored Universidad Francisco Marroquin since 1981.

3. The University was founded in 1971 to provide U.S.-style higher education with emphasis on such disciplines as economics, business administration and management, law, the social sciences, computer science, architecture, dentistry and medicine. The University started with 125 students and now has an enrollment of over 3,300. This includes over 1,000 working students attending evening and weekend classes in such areas as continuing education for secondary school teachers, computer science and systems analysis.

4. The University, now operating in inadequate quarters, has purchased a site for its new campus and has embarked upon a multi year development program. Schools of dentistry and medicine are already under construction with private funding. For Fiscal Year 1984, Grantee has requested assistance for Phase I of the University's development program, specifically assistance to help build and equip academic and administrative facilities and undertake related site development at the new campus. The cost of the Phase I program, excluding the schools of medicine and dentistry, is estimated in excess of \$2 million. A.I.D. has determined that \$1,000,000 should be provided for this purpose.

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ARTICLE II - AUTHORIZED EXPENDITURES

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

1. Procurement of architectural, engineering and construction services and commodities to construct and equip (a) approximately 25,000 square feet of classrooms and related academic facilities, and (b) approximately 4,250 square feet of administrative and ancillary facilities.	\$823,000
2. Procurement of engineering and construction services and commodities for site development including supporting utilities.	\$177,000
Total	<hr/> \$1,000,000

ARTICLE III - OTHER SPECIAL PROVISIONS

Additional Costs

Grantee and the University agree that resources to complete the above work, Phase I of the University's campus development plans, will come from sources other than the Government of the United States of America. Such resources may include, in addition to cash contributions, gifts-in-kind such as donated equipment, materials and services.

Prohibition on Paying Foreign Taxes

No funds provided by this grant shall be used to pay any value added tax, import tax, or customs duty on commodities imported to Guatemala for this project.

Review of Architectural-Engineering Work

In addition to the requirements of Appendix B (2), Grantee shall submit architectural plans, specifications and an updated cost estimate for A.I.D. review at approximately the 25 to 30% level of design completion.

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PROCUREMENT OF PROFESSIONAL SERVICES

A. Definition; Place of Procurement

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

B. Method of Procurement

1. Selection of Professional Services Firm

When professional services are to be financed by AID, the following procedures shall apply:

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

(b) For procurement of services in the country in which Grantee is located, Grantee shall obtain expressions of interest and proposals from firms in accordance with local law and practice. Grantee shall negotiate a proposed contract with the firm Grantee determines to be best qualified, taking into account cost and quality of technical proposal.

2. Qualifications and Contract

Whether or not professional services are to be financed by AID, Grantee shall submit to AID the names of the firms from whom Grantee obtained proposals and the reasons for selecting the firm chosen. The qualifications of the firm selected shall be submitted to AID for

Procurement of Professional Services

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approval on SF 254, Architect-Engineer and Related Services  
Questionnaire, or SF 255, Architect-Engineer and Related Services  
Questionnaire for Specific Project, as appropriate.

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

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PROCUREMENT OF CONSTRUCTION SERVICES

A. General

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

B. Place of Procurement

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

C. Method of Procurement

1. Selection of Firms to Bid

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

2. AID Approval Prior to Bidding

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

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

3. AID Approval Prior to Construction

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

D. Marking Requirements

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

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PROCUREMENT OF COMMODITIES

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

A. Place of Procurement

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

1. Procurement in the United States

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

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

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

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

B. U.S. Carriers

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

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C. Quotations and Bids

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

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

D. Proprietary Procurement

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

E. Notification to AID

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

substantiating the above kinds of action shall be included in Grantee's record and furnished to AID when the procurement is undertaken.

F. AID Financed Export Opportunities Bulletin

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

G. Marking Requirements

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

H. Procurement Documentation

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

DISBURSEMENT PROCEDURES

Periodic or Prescheduled Advances

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

A. Procedures for Requesting Disbursement

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

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

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

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

B. Financial Reporting Requirements

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

C. Special Bank Account

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

D. Conversion of Dollars to Local Currency

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

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

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E. Restriction on Interest

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

F. Additional Documentation

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

# REQUEST FOR ADVANCE OR REIMBURSEMENT

Approved by Office of Management and Budget, No. 80-R-182 PAGE OF \_\_\_\_\_

100ES

*(See instructions on back)*

<b>3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; vertical-align: top;"> <b>1. TYPE OF PAYMENT REQUESTED</b>  <input type="checkbox"/> ADVANCE  <input type="checkbox"/> REIMBURSEMENT  <input type="checkbox"/> FINAL  <input type="checkbox"/> PARTIAL             </td> <td style="width: 40%; vertical-align: top;">                 a. "X" one, or both boxes  <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT                  b. "X" the applicable box  <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL             </td> <td style="width: 30%; vertical-align: top;"> <b>2. BASIS OF REQUEST</b>  <input type="checkbox"/> CASH  <input type="checkbox"/> ACCRUAL             </td> </tr> </table>	<b>1. TYPE OF PAYMENT REQUESTED</b> <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	a. "X" one, or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	<b>2. BASIS OF REQUEST</b> <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
<b>1. TYPE OF PAYMENT REQUESTED</b> <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	a. "X" one, or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	<b>2. BASIS OF REQUEST</b> <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL		

<b>6. EMPLOYER IDENTIFICATION NUMBER</b>	<b>7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER</b>	<b>8. PERIOD COVERED BY THIS REQUEST</b> FROM (month, day, year) _____ TO (month, day, year) _____
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<b>9. RECIPIENT ORGANIZATION</b>  Name : _____  Number and Street : _____  City, State and ZIP Code : _____	<b>10. PAYEE (Where check is to be sent is different than item 9)</b>  Name : _____  Number and Street : _____  City, State and ZIP Code : _____
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11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays <i>(Line a minus line b)</i>				
d. Estimated net cash outlays for advance period				
e. Total <i>(Sum of lines c &amp; d)</i>				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested <i>(Line g minus line h)</i>				
j. Advances required by month, when requested by Federal grantor agency for use in making pre-scheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY	
a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested <i>(Line a minus line b)</i>	\$

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

This space for agency use

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

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

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

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

1. Quarterly Report of Grant Expenditures\*

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

2. Quarterly Progress Report on Capital Improvements

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

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

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

a) Construction Progress

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

b) Commodity Procurement

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

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

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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

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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.

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K. Title to and Use of Property

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

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

# FINANCIAL STATUS REPORT

(Follow instructions on the back)

1. FEDERAL AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH REPORT IS SUBMITTED		2. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER		OMB Approved No 80-RO180	PAGE OF
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3. RECIPIENT ORGANIZATION (Name and complete address, including ZIP code)

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

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

11. INDIRECT EXPENS:	a. TYPE OF RATE (Place "X" in appropriate box) <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> PREDETERMINED <input type="checkbox"/> FINAL <input type="checkbox"/> FIXED				
	b. RATE	c. BASE	d. TOTAL AMOUNT	e. FEDERAL SHARE	

13. CERTIFICATION  
I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE REPORT SUBMITTED

TYPED OR PRINTED NAME AND TITLE

TELEPHONE (Area code number and extension)

12. REMARKS: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.