

CONTRACT

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

3. Contract/Agreement Number: <i>HSH-1337-G-SS-⁴3069-00</i>		5. Organization Symbol: <i>FVA/ASHA</i>	
4. Contractor/Recipient Name: <i>Project Orbis, Inc.</i>		8. Organization Symbol: <i>FVA/ASHA</i>	
6. Project Title: <i>Project Orbis</i>			
7. Project Officer's Name: <i>Lee Knutson</i>			
9. Requisitioning Document ID No: <i>Asha 356</i>		19. Budget Plan Code: <i>N/A</i>	
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 <div style="text-align: center; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; line-height: 30px; font-weight: bold;">A</div>		20. Country or Region of Performance: <i>Worldwide</i>	
11. Amount of this PIO/T: U.S. \$ _____		21. a. This Action Increases TEC by \$ _____ b. Total Est. Cost of Contractual Document \$ _____	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <i>4,350,000</i>		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <i>4,350,000</i>	
13. Cumulative Obligation: U.S. \$ <i>4,350,000</i>		23. Effective Date of this Action: <i>12/24/84</i>	
14. This Action Funded Through: <i>9/30/85</i>		24. Estimated Completion/Expiration Date: <i>9/30/85</i>	
15. Date Contractual Documents Signed by AID Official: <i>12/24/84</i>		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: <i>Lee Knutson</i>	
32. Contract/Grant Officer's Organization Symbol: <i>FVA/ASHA</i>		33. Contract/Grant Officer's Signature: <i>Lee Knutson</i>	
		31. Date Signed: <i>1/1</i>	
		34. Date Signed: <i>1/13/85</i>	

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

<p>35. SELECTION PROCEDURES:</p> <ul style="list-style-type: none"> 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 <input checked="" type="radio"/> G. Unsolicited Proposal <div style="text-align: center; margin-top: 20px;"> <p style="font-size: 1.2em;">STAT Section</p> <p style="font-size: 1.5em;">FEB 13 1985</p> <p style="font-size: 1.5em; font-weight: bold;">ENTERED</p> </div>	<ul style="list-style-type: none"> H. Procurement to be Performed by the Contractor in Person N/A I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection <input checked="" type="radio"/> L. Grant/Cooperative Agreement M. Competitive N. Noncompetitive O. Small Business Set Aside P. Overseas Procuring Activities <div style="text-align: right; margin-top: 20px;"> <p style="font-size: 1.2em;">JAN 9 1985</p> </div>
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<p>36. CONTRACT TYPE:</p> <p>A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI)</p> <p>B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF)</p> <p>C. IQC & Requirements Contracts</p> <p>D. Other</p>	<p>45. LABOR SURPLUS AREA PREFERENCE:</p> <p>● Labor Surplus Area</p> <p>A. No Preference</p> <p>B. Tie Bid Preference</p> <p>C. Total Set Aside</p> <p>D. Not a Labor Surplus Area Preference Award</p>
<p>37. ADVANCE:</p> <p>A. No Advance</p> <p>B. Advance Non-FRLC</p> <p>C. Advance FRLC</p>	<p>46. Number of Bidders Offering Items or Services of Foreign Content:</p>
<p>38. SUBJECT TO STATUTORY REQUIREMENT:</p> <p>A. Walsh-Healey Act, Manufacturer*</p> <p>B. Walsh-Healey Act, Regular Dealer*</p> <p>C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers)</p> <p>D. Davis-Bacon Act (Construction)</p> <p>E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts)</p> <p>* Equipment, Supplies, Materials, and Commodities</p>	<p>47. TYPE OF BUSINESS:</p> <p>A. Source: Non-U.S. and Used Outside U.S. & Possessions</p> <p>B. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q)</p> <p>C. Firm - Profit Making & PSC's</p> <p>● Non-Profit Organizations</p> <p>D. Private Educational Organizations</p> <p>E. Hospitals</p> <p>F. Research Institutions, Foundations, and Laboratories</p> <p>G. Other</p> <p>● Private Voluntary Organizations</p> <p>H. U.S. Registered</p> <p>I. U.S. Non-Registered</p> <p>J. Foreign</p> <p>● State/Local Government</p> <p>K. Educational Institutions</p> <p>L. Hospitals</p> <p>M. Research Organizations</p> <p>N. Other</p> <p>O. International Agricultural Research Organizations</p> <p>P. Public International Organizations</p> <p>Q. U.S. Cooperatives</p>
<p>39. Country of Manufacture (Specify) _____</p>	<p>48. Women Owned Business?</p>
<p>40. CURRENCY INDICATOR:</p> <p>A. U.S. Dollar</p> <p>B. Local Currency</p> <p>C. Combination</p> <p>D. Unfunded</p>	<p>49. TYPE AWARD:</p> <p>● Small Business</p> <p>A. Not Set Aside</p> <p>B. Partial Set Aside</p> <p>C. Total Set Aside</p> <p>D. Personal Service Contract</p> <p>E. Individual Non-Personal Service Contract</p> <p>F. U.S. Government</p> <p>G. University</p> <p>H. Other Non-Profit Organizations</p> <p>I. Large Businesses</p>
<p>41. SUBCONTRACTS: Is There a Provision for a Subcontract? (Contracts only)</p>	<p>50. Paying Office: Payment will be made by _____</p>
<p>42. TYPE SERVICE:</p> <p>A. Training of Participants</p> <p>B. Technical Assistance to Host Country (Program, Project related except A&E Services)</p> <p>C. A&E Services</p> <p>D. Construction</p> <p>E. Research</p> <p>F. Technical Services to AID (other than training; usually operating expense)</p> <p>G. Training Service for AID</p> <p>H. Equipment, Materials, Supplies, Commodities</p> <p>I. Translation Service</p>	<p>3</p>
<p>43. CONTRACT/AGREEMENT SOURCE:</p> <p>A. U.S. Contractor/Grantee</p> <p>B. Non-U.S. Contractor/Grantee</p> <p>C. Combination of A & B</p>	
<p>44. TYPE OF AMERICAN OWNERSHIP:</p> <p>● Minority</p> <p>A. Asian/Pacific Islander</p> <p>B. Black American</p> <p>C. American Aleuts or Eskimos</p> <p>D. American Indian</p> <p>E. Hispanic</p> <p>F. Other (Specify) _____</p> <p>G. Non-Minority</p>	

GRANT
 BY THE
 UNITED STATES OF AMERICA
 TO
 PROJECT ORBIS, INC.

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.") makes a grant of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) to Project ORBIS of New York, New York (hereinafter referred to as "Grantee") to be used solely for the benefit of its medical education programs in accordance with and subject to the terms and conditions set forth in the Appendices attached and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: (5b) Disbursement Procedures for Periodic Advances, (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from November 1, 1984 and ending September 30, 1985.

Agency for International Development

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

Date

DEC 24 1984

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

Project ORBIS, Inc.
 330 West 42nd Street
 New York, New York 10036

By *Robert A. Blum*

Title *Attorney-in-Fact*

HS-1337-G-SS-3069-00
Grant No. AID/asha 356
Project No. 938-1337-5385002
Allotment No. 594-38-099-00-84-51
Appropriation No. 72-1151013

APPENDIX A

SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

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

2. Grantee is a non-profit corporation established in the State of New York. Project ORBIS offers a new approach to the restoration and preservation of sight through a people-to-people medical education program. Using an aircraft converted into an ophthalmologic surgical suite and classroom, Project ORBIS is able to share U.S. sight restoration techniques with eye surgeons worldwide.

3. Since the start of its fiscal year on March 1, 1984, Project ORBIS has (1) completed 14 successful missions, mostly to countries in Africa, (2) increased private contributions, (3) reduced its accounts payable, and (4) decreased its bank debt.

4. A.I.D.'s assistance continues to provide about one-third of ORBIS' operating costs. This assistance is crucial to its fund raising efforts and ability to launch in January medical education programs in the Near East and Asia. Countries definitely or tentatively scheduled include Turkey, Pakistan, Bangladesh, Thailand, China (Taiwan), Japan, China (Shanghai and Beijing),

Nepal, Egypt and Malta. To help Grantee meet the costs of these programs, A.I.D. has determined that \$1,350,000 should be granted.

ARTICLE II - AUTHORIZED EXPENSES

Except as otherwise approved by A.I.D. in writing the \$1,350,000 provided by this grant shall be used only for the following:

Operating expenses of Grantee's medical education programs including, but not limited to, such items as salaries of full-time staff, expenses of volunteers, aircraft maintenance and repair and aviation fuel.

ARTICLE III - OTHER SPECIAL CONDITIONS

Matching Funds - Grantee may request initial disbursement of \$350,000 without a matching requirement. For subsequent disbursements, Grantee will be responsible for matching the remaining \$1 million with \$2 million in cash contributions from sources other than the Government of the United States. Grantee may request \$500,000 of matching funds (or a lesser amount) as soon as the initial \$350,000 has been fully expended. Prior to requesting additional matching funds, Grantee shall certify to A.I.D., in the manner of its prior certifications, that the required matching funds for the previous tranche have been raised. Within ninety days of receipt of the the final disbursement, Grantee shall again certify to A.I.D. that the required matching funds have been raised. For purposes of matching, Grantee may apply contributions received on or after the date of the grant.

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.

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-1183 PAGE OF

GES

(See instructions on back)

1. TYPE OF PAYMENT REQUESTED	a. "X" one, or both boxes		2. BASIS OF REQUEST
	<input type="checkbox"/> ADVANCE	<input type="checkbox"/> REIMBURSEMENT	
	b. "X" the applicable box		
	<input type="checkbox"/> FINAL	<input type="checkbox"/> PARTIAL	<input type="checkbox"/> ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year) TO (month, day, year)

9. RECIPIENT ORGANIZATION

10. PAYEE (Where check is to be sent is different than item 9)

Name :

Name :

Number and Street :

Number and Street :

City, State and ZIP Code :

City, State and ZIP Code :

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 (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
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 (Line g minus line h)				
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 (Line a minus line b)	\$

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	Extension

This space for agency use

10

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11c, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A, then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date", the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.			
11	The purpose of the vertical columns (a), (b), and (c), is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed,		

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 institutions report.

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

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.

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

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 agency, excluding procurement undertaken by a fixed or unit price construction contractor, should be reported as follows:

Administrative and Other Provisions

- 3-

<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. AID 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 AID.

C. Reimbursement to AID

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, AID, 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 AID 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, AID 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 AID 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.

c) (1) Any refund under subsection (a) or (b), or (2) any refund to AID 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

AID 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, 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.

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

AID 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 AID any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by AID within ninety (90) days after the termination of this grant. In addition, upon such termination AID may, at AID's expense, direct that title to goods financed under the grant be transferred to AID 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 AID

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 AID if they will be funded hereunder and if AID 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 requirements of this agreement, for the extent of its useful life, unless AID shall agree otherwise in writing.

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
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		PA
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)

STATUS OF FUNDS

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	(d)	(e)	(f)	TOTAL (g)
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 EXPENSE	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					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
	b. RATE	c. BASE	d. TOTAL AMOUNT	e. FEDERAL SHARE	TYPED OR PRINTED NAME AND TITLE			

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

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INSTRUCTIONS

Please type or print legibly. Items 1, 2; 3, 6, 7, 9, 10d, 10e, 10g, 10i, 10l, 11a, and 12 are self-explanatory, specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
4	Enter the employer identification number assigned by the U.S. Internal Revenue Service or FICE (institution) code, if required by the Federal sponsoring agency.	10c	Enter the amount of all program income realized in this period that is required by the terms and conditions of the Federal award to be deducted from total project costs. For reports prepared on a cash basis, enter the amount of cash income received during the reporting period. For reports prepared on an accrual basis, enter the amount of income earned since the beginning of the reporting period. When the terms or conditions allow program income to be added to the total award, explain in remarks, the source, amount and disposition of the income.
5	This space is reserved for an account number or other identifying numbers that may be assigned by the recipient.	10f	Enter amount pertaining to the non-Federal share of program outlays included in the amount on line e.
8	Enter the month, day, and year of the beginning and ending of this project period. For formula grants that are not awarded on a project basis, show the grant period.	10h	Enter total amount of unliquidated obligations for this project or program, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations are: Cash basis—obligations incurred but not paid, Accrued expenditure basis—obligations incurred but for which an outlay has not been recorded. Do not include any amounts that have been included on lines a through g. On the final report, line h should have a zero balance.
10	The purpose of vertical columns (a) through (f) is to provide financial data for each program, function, and activity in the budget as approved by the Federal sponsoring agency. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the totals of all programs, functions or activities should be shown in column (g) of the first page. For agreements pertaining to several Catalog of Federal Domestic Assistance programs that do not require a further functional or activity classification breakdown, enter under columns (a) through (f) the title of the program. For grants or other assistance agreements containing multiple programs where one or more programs require a further breakdown by function or activity, use a separate form for each program showing the applicable functions or activities in the separate columns. For grants or other assistance agreements containing several functions or activities which are funded from several programs prepare a separate form for each activity or function when requested by the Federal sponsoring agency.	10j	Enter the Federal share of unliquidated obligations shown on line h. The amount shown on this line should be the difference between the amounts on lines h and i.
10a	Enter the net outlay. This amount should be the same as the amount reported in Line 10e of the last report. If there has been an adjustment to the amount shown previously, please attach explanation. Show zero if this is the initial report.	10k	Enter the sum of the amounts shown on lines g and j. If the report is final the report should not contain any unliquidated obligations.
10b	Enter the total gross program outlays (less rebates, refunds, and other discounts) for this report period, including disbursements of cash realized as program income. For reports that are prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expense charged, the value of in kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contractors, subgrantees, and other payees.	10m	Enter the unobligated balance of Federal funds. This amount should be the difference between lines k and i.
		11b	Enter rate in effect during the reporting period.
		11c	Enter amount of the base to which the rate was applied.
		11d	Enter total amount of indirect cost charged during the report period.
		11e	Enter amount of the Federal share charged during the report period. If more than one rate was applied during the project period, include a separate schedule showing bases against which the indirect cost rates were applied, the respective indirect rates the month, day, and year the indirect rates were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.