

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

3. Contract/Agreement Number: <sup>55</sup>  
527-0294-G-88-511-00

4. Contractor/Recipient Name:  
SIETON MEDICAL CENTER

5. Organization Symbol:

6. Project Title:  
SIID PERUVIAN HEALTH PROMOTION NETWORK

7. Project Officer's Name:  
JOHN LAROSA

8. Organization Symbol:

9. Requisitioning Document ID No:  
527-0294-3-50076  
527-0294-3-50077

19. Budget Plan Code:  
LDDA-85-25527-CG13  
LDDA-85-25527-AG13

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:  
PERU

11. Amount of this PIO/T: U.S. \$ 400,000  
260,000

21. Total Estimated Cost of the Contractual Document: U.S. \$ 960,000

12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 400,000  
260,000

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

13. Cumulative Obligation: U.S. \$ 660,000

23. Effective Date of this Action: 6 / 1 / 85

14. This Action Funded Through: 2 / 15 / 87

24. Estimated Completion/Expiration Date: 11 / 30 / 87

15. Date Contractual Documents Signed by AID Official: 6 / 1 / 85

25. Contractor DUNS Number: | | | | | | | | | |

16. Incrementally Funded Contract: YES

26. Consultant Type Award: NO

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: / /

32. Contract/Grant Officer's Organization Symbol:

33. Contract/Grant Officer's Signature:

34. Date Signed: 7 / 15 / 85

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

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

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

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

38. Country of Manufacture: N/A

STAT Section  
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06  
087  
17918

39. CURRENCY INDICATOR:

- A. U.S. Dollar
- B. Local Currency
- C. Combination
- D. Unfunded

A

40. SUBCONTRACTS:

Is There a Provision for a Subcontract? (Contracts only)

No

41. TYPE SERVICE:

- A. Training of Participants
- B. Technical Assistance to Host Country (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

B

42. CONTRACT/AGREEMENT SOURCE:

- A. U.S. Contractor/Grantee
- B. Non-U.S. Contractor/Grantee
- C. Combination of A & B

A

43. SELECTION PROCEDURES:

- A. Formally Advertised
- B. Negotiated Price Competition, General Procedure
- C. A&E
- D. Ed. Inst. and/or Int'l. Research
- E. Collaborative Assistance
- F. Predominant Capability
- G. Unsolicited Proposal
- H. Procurement to be Performed by the Contractor in Person
- I. Sole Source
- J. Impairment of Foreign Policy Objectives
- K. 8(a) Selection
- Grant/Cooperative Agreement
  - L. Competitive
  - M. Non-Competitive
- N. Small Business Set Aside
- O. Overseas Procuring Activities
- P. Institution Building/Strengthening

M

44. TYPE OF AMERICAN OWNERSHIP:

- Minority
  - A. Asian/Pacific Islander
  - B. Black American
  - C. American Alauts or Eskimos
  - D. American Indian
  - E. Hispanic
  - F. Other (Specify) \_\_\_\_\_
- G. Non-Minority

G

45. LABOR SURPLUS AREA PREFERENCE:

- Labor Surplus Area
  - A. No Preference
  - B. Tie Bid Preference
  - C. Total Set Aside
  - D. Not a Labor Surplus Area Preference Award

D

46. Number of Bidders Offering Items or Services of Foreign Content:

N/A

47. TYPE OF BUSINESS:

- A. Source: Non-U.S. and Used Outside U.S. & Possessions
- B. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q)
- C. Firm - Profit Making - PSC
- Non-Profit Organizations
  - D. Private Educational Organizations
  - E. Hospitals
  - F. Research Institutions, Foundations, and Laboratories
  - G. Other
- Private Voluntary Organizations
  - H. U.S. Registered
  - I. U.S. Non-Registered
  - J. Foreign
- State/Local Government
  - K. Educational Institutions
  - L. Hospitals
  - M. Research Organizations
  - N. Other
- O. International Agricultural Research Organizations
- P. Public International Organizations
- Q. U.S. Cooperatives

H

48. Women Owned Business?

N/A

49. TYPE AWARD:

- Small Business
  - A. Not Set Aside
  - B. Partial Set Aside
  - C. Total Set Aside
- D. Personal Service Contract
- E. Individual Non-Personal Service Contract
- F. U.S. Government
- G. University
- H. Other Non-Profit Organizations
- I. Large Businesses

H

**A**

10. TYPE OF ACTION

- A. New Acquisition/Assistance
- B. Amendment/Modification
  - 1. New/Revised Scope
  - 2. Funded Extension
  - 3. No Cost Extension
  - 4. Transfer of action from AID/W to Mission/  
Mission to AID/W
  - 5. Incremental Funding
  - 6. Overhead Rate Adjustment
  - 7. Contract Closeout
  - 8. Other
- C. Please write in FPR or FAR in the blank \_\_\_\_\_.

51. SYNOPSIS PRIOR TO AWARD

- A. Synopsized prior to awards (see FAR 5.201)
- B. Not Synopsized Due To Emergency (see FAR 5.202(d))
- C. Not Synopsized for other reasons (see FAR 5.202  
except d)

52. COMPETITIVE SOLICITATION PROCEDURES

- A. Normal full & open competition
- B. Architect - Engineer
- C. Basic Research Proposal
- D. Multiple Award Schedule
- E. Alternate Source - Reduced Cost
- F. Alternate Source - Mobilization
- G. Alternate Source - Engineering/R&D  
Capability
- H. Small Business Set-Aside
- J. Labor Surplus Area Set-Aside
- K. LSA/Small Business Set-Aside
- L. Other than full & open competition
- M. Small purchases
- N. 8(A) program
- P. Otherwise authorized by Statute

53. AUTHORITY FOR OTHER THAN FULL  
& OPEN COMPETITION

- A. Unique Source
- B. Follow-on Contract
- C. Unsolicited Research Proposal
- D. Patent/Data Rights
- E. Utilities
- F. Standardization
- G. Only One Source - Other
- H. Urgency
- J. Mobilization
- K. Essential R&D Capability
- L. International Agreement
- M. Authorized by Statute
- N. Authorized Resale
- P. National Security
- Q. Public Interest

54. METHOD OF SOLICITATION

- A. Sealed Bid
- B. Competitive Proposal
- C. Combination/Competition
- D. Other Competition
- E. Noncompetitive

55. NUMBER OF OFFERORS

- A. Only one offeror.
- B. More than one offeror.

56. APPLICABILITY OF COMPETITION IN CONTRACT ACT (CICA)

- A. PRE-CICA
- B. POST-CICA



AGENCY FOR INTERNATIONAL DEVELOPMENT

UNITED STATES AID MISSION TO PERU

C/O AMERICAN EMBASSY

LIMA, 1 PERU

TELEPHONE: 286200

CABLE: USAID/LIMA

RECEIVED

JUN 14 1985

ADMINISTRATION

ADMINISTRATION

Mr. Rex Chase  
Executive Director  
Seton Medical Center  
1900 Sullivan Avenue  
Daly City, California 94015

Subject: Operational Program Grant 527-0294-G-00-5111-00

Dear Mr. Chase:

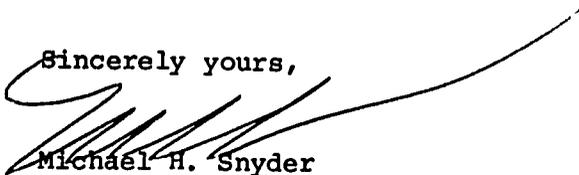
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Seton Institute for International Development (a division of Seton Medical Center) (hereby referred to as "Institute" or "Granter"), the sum of \$960,000 to provide support for a program to develop and implement a Peruvian Private Voluntary Organization Health Promotion Network, which will provide selected primary health care on a permanent basis to preschool children and women of childbearing age in three regions of Peru, and to develop the methodology which would facilitate extension of health care coverage on a national level, as described in the Attachment 1 of this Grant entitled "Schedule", and the Attachment 2, entitled "Program Description".

This grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending November 30, 1987.

Grant is made to the Institute, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled the Schedule, Attachment 2, entitled "Program Description", and Attachment 3 entitled "Standard Provisions", which have been agreed to by your organization.

Please sign the original and seven (7) copies of this letter to acknowledge your receipt of the grant and return the original and six copies to this office.

Sincerely yours,

  
Michael H. Snyder

Regional Contracting Officer

Attachments :

1. Schedule
2. Program Description
3. Standard Provisions AID 1420-52(2-82)

ACKNOWLEDGED:

Seton Institute for International Development

BY: Frank C. Hudson  
Frank C. Hudson  
Title: Acting President & CEO

Date: June 14, 1985

FISCAL DATA

Appropriation:	72-1151021	
Budget Plan Code:	LDAA-85-25527-AG13	LDAA-85-25527-CG13
PIO/T No.:	527-0294-3-50077	527-0294-3-50076
Project No.:	527-0294	527-0294
Total Obligated Amount:	\$260,000	\$400,000
Total Estimated Amount:	\$960,000	
IRS Employer Identification Number:		
Funding Source:	AID/W _____	USAID <u>X</u>

SCHEDULE

A. Purpose of Grant

The purpose of this agreement is to provide support for the Grantee's program to develop and implement a Peruvian Private Voluntary Organization Health Promotion Network, as more specifically described in Attachment 2 to this Agreement entitled "Program Description".

B. Period of Grant

1. The effective date of this Grant is June 1, 1985. The expiration date of this Grant is November 30, 1987.

2. Funds obligated hereunder are available for program expenditures for the estimated period June 1, 1985 to February 15, 1987, as shown in the Financial Plan below.

C. Amount of Grant and Payment

1. The total estimated amount of this Grant for the period shown in B.1 above is \$960,000.

2. AID hereby obligates the amount of \$660,000 for program expenditures during the period set forth in B.2 above and as shown in the Financial Plan below.

3. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3, Standard Provision 7A, entitled "Payment Letter of Credit".

D. Financial Plan

The following is the Financial Plan for this Grant including local cost financing items, if authorized. Revisions to this Plan shall be made in accordance with Standard Provision of this Grant, entitled "Revision of Financial Plans". Shifts of more than 20% among AID-financed budget line items cannot be made without prior written authorization of the Grant Officer.

	<u>Obligated Amount</u> <u>6/1/85 - 2/15/87</u> <u>US \$000</u>	<u>Estimated Additional</u> <u>2/16/87 - 11/30/87</u> <u>US\$ 000</u>	<u>Total Estimated</u> <u>6/1/85 - 11/30/87</u> <u>US \$000</u>
Technical Assistance	354.	171.	525.
Operating Costs	91.	39.	130.
Travel Costs	52.	25.	77.
Equipment	21.	2.	23.
Other Direct Costs	142.	63.	205.
<hr/>			
TOTAL AID	660.	300.	960.
Estimated Amount US\$	360.	150.	510.
Estimated Amount "Local Currency"	300.	150.	450.

6

E. Reports

1. Grantee will report to USAID quarterly on progress and submit quarterly financial data to both the project manager and the Office of the Controller. The technical reports shall contain as a minimum.:

a. A comparison of actual accomplishments with the goals established for the period, the findings of the investigator, or both. If the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation for unit costs.

b. Reasons why established goals were not met.

c. Other pertinent including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The quarterly progress reports should be in English and Spanish, have a maximum of five pages and include a section outlining activities expected in the next quarter.

F. Title of Property

Title to property financed under this grant shall vest in the Grantee (see Standard Provision 13A).

G. Authorized Geographic Code

Commodities financed by A.I.D. under this Grant shall have their source and origin in Peru or the United States (except for vehicles which must be of U.S. source and origin), except as A.I.D. may otherwise agree in writing. Except for ocean shipping, the suppliers of commodities or services shall have Peru or the United States as their place of nationality, except as A.I.D. may otherwise agree in writing. Ocean shipping financed by A.I.D. under the program shall, except as A.I.D. may otherwise agree in writing, be financed only on flag vessels of the United States.

H. Local Cost Financing

Local cost financing, not to exceed \$450,000, is authorized under this grant.

I. The following standard provisions are deleted:

- 5A Negotiated Overhead Rates - Predetermined
- 7B Payment - Periodic Advances
- 7C Payment - Reimbursement
- 10B Procurement of Goods and Services over \$250,000
- 13B Title to and Care of Property (U.S. Government Title)
- 13C Title to and Care of Property (Cooperating Country Title).

**J. Alterations in Grant**

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

1. Standard Provision No. 7A entitled "Payment - Federal Reserve Letter of Credit (FRLC) Advance" is deleted in its entirety and Attachment A entitled "Payment - Letter of Credit (August 1984)" is substituted.

2. Standard Provision No. 7B entitled "Periodic Advance" is changed as follows:

a. Applicability Statement:- Delete "an FRLC" and substitute "a letter of credit".

b. Paragraph (c): Delete "an original and two copies" and substitute "one copy".

3. Standard Provision No. 7C entitled, "Payment - Reimbursement": In the applicability statement, delete "an FRLC" and substitute "a letter of credit".

4. Standard Provision No. 8, entitled "Travel and Transportation", is deleted in its entirety and Attachment B entitled "Air Travel and Transportation" is substituted.

5. Standard Provision No. 9, entitled "Ocean Shipment Of Goods" is deleted in its entirety and Attachment C, entitled the same, is substituted.

6. Standard Provision No. 10A, entitled "Procurement of Goods and Services Under \$250,000": Delete paragraph (c) and substitute the following:

"(c) Geographic Source and Order of Preference

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

- (1) The United States (AID Geographic Code 000),
- (2) The cooperating country,

- (3) "Selected Free World" countries (AID Geographic Code 941),
- (4) "Special Free World" countries (AID Geographic Code 935)."

7. Standard Provision No. 10B, entitled "Procurement of Goods and Services Over \$250,000": Delete paragraph (d) in its entirety and substitute the language shown in Attachment D.

8. Standard Provision No. 13A, entitled "Title To and Use of Property (Grantee Title)":

- a. Delete "(1)" under paragraph (c), and
- b. Delete subparagraph (2) in its entirety under paragraph (c).

9. Standard Provision No. 15 entitled "Termination" is amended as follows:

a. Change the title of Standard Provision No. 15, dated 2-82, to read: "TERMINATION AND SUSPENSION".

b. Delete paragraph (d) in its entirety and substitute the following:

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

10. Standard Provision No. 16, entitled "Voluntary Participation": Delete the applicability statement and substitute the following: "(This provision is applicable to all grants involving any aspect of family planning or population assistance activities.)"

# BEST AVAILABLE DOCUMENT

11. Standard Provision No. 17, entitled "Prohibition on Abortion-Related Activities":

a. Delete the applicability statement and substitute the following: "(This provision is applicable to all grants involving any aspect of family planning or population activities.)"

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

c. Delete paragraph (b) and substitute the following:

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

d. Add paragraph (c) as follows:

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

12. Standard Provision No. 20, entitled "Patents", is deleted in its entirety and Attachment E, entitled "Patent Rights", is substituted.

13. Standard Provisions No. 26 and 27 entitled, "Participant Training" and "Health and Accident Coverage for AID Participant Trainees", respectively, are deleted in their entirety and Attachment F, entitled "Participant Training", is substituted.

7A. Payment - Letter of Credit. (AUGUST 1984)

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

(a) Payment under this grant shall be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by AID's Office of Financial Management, Program Accounting and Finance Division (M/FM/PAPD).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/FM/PAPD constitute payment conditions of this grant, superseding and taking precedence over any other provision of this grant concerning payment.

## (c) Reporting:

(1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of the period, in an original and two copies to AID/M/FM/PAPD, Washington, D.C. 20523. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant to M/FM/PAPD. In cases where grants are Mission funded, the Grantee will forward an information copy to the AID Mission accounting station at the same time the original and one copy are mailed to M/FM/PAPD, AID/Washington.

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

(d) Revocation of the LOC is at the discretion of the authorized LOC certifying officer of M/FM/PAPD after consultation with the grant officer. Notification of revocation must be in writing and must specify the reason for revocation. M/FM/PAPD shall provide the grant officer a copy of the revocation notice and a recommendation for an alternative method of payment (periodic advance or cost reimbursement) based upon the reasons for the revocation. The grant officer shall immediately amend this agreement to provide for an appropriate alternative method of payment. The recipient may appeal any such revocation to the grant officer.

BEST AVAILABLE DOCUMENT

## 3. AIR TRAVEL AND TRANSPORTATION (OCTOBER 1984)

This provision is applicable when any costs for air travel or transportation are included in the budget).

(a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, not in no event at least three weeks before travel is planned to commence. At least one week before commencement of approved international travel, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer, of planned travel, identifying the travelers and the dates and times of arrival.

(b) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, AID will, after receipt of advice of intent to travel required above, either issue a U.S. Government S.P. 1182, Transportation Request (GTR) which the grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(c) All air travel and shipments under this grant are required to be made on United States flag air carriers to the extent service by such carriers is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the United States and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier otherwise available cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) U.S. flag air carrier service is considered available even though:

1. Comparable or a different kind of service can be provided at less cost by a foreign air carrier;

2. Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

3. Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

(f) Except as provided in paragraph (b) of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the United States being performed by foreign air carrier:

1. U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;

2. Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or

3. Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.

(g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks enroute to the U.S. or at which he first debarks incident to travel from the U.S.), passenger service by U.S. flag air carrier will not be considered available:

1. Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier;

2. Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the United States would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the United States the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:

1. If travel by foreign air carrier would eliminate two or more aircraft change enroute;

2. Where one of the two points abroad is the gateway airport (as defined in paragraph (g) of this section) enroute to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

3. Where the travel is not part of a trip to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.

(i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above-guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.

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

## CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth above).

(1) International Travel

(i) As used herein, the term "international travel" means travel to all countries other than those within the home country of the traveler. Travel outside the United States includes travel to the U.S. Trust Territories of the Pacific Islands.

(ii) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance is the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the grant officer.

(m) This provision will be included in all subgrants and contracts which require air travel and transportation under this grant.

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9. OCEAN SHIPMENT OF GOODS (OCTOBER 1984)

(This provision is applicable when goods purchased with funds provided under this grant are transported to cooperating countries on ocean vessels).

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

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

(c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the AID Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows:

"I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, D.C. 20590, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement."

(e) Shipments by voluntary nonprofit relief agencies (i.e., FVOs) shall be governed by this standard provision and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies (22 CFR 202).

BEST AVAILABLE DOCUMENT

(3)

## Procurement of Goods and Services Over \$250,000

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

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

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

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

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

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

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

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

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

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

(B) The corporation or partnership:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## 13. PATENT RIGHTS (OCTOBER 1984)

(This provision is applicable whenever patentable processes or practices are disclosed by the grant).

### a. Definitions.

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

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

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

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

(5) "Small Business Firm" means a domestic small business concern as defined in Section 2 of Public Law 95-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, shall be used.

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

### b. Allocation of Principal Rights.

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

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

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

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

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

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

### d. Conditions When the Government May Obtain Title.

The recipient shall convey to AID upon written request, title to any subject invention:

(1) If the recipient fails to disclose or elect the subject invention within the times specified in c. above, or elects not to retain title. AID may only request title within sixty days after learning of the recipient's failure to report or elect within the specified times.

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

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

### e. Minimum Rights to Recipient.

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

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

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

### f. Recipient Action to Protect the Government's Interest.

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

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

(3) The recipient shall notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

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

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5. Subagreements and Contracts.

The recipient shall include this clause suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient or contractor shall retain all rights provided for the recipient in this clause, and the recipient shall not, as part of the consideration for awarding the contract or subagreement obtain rights in the contractor's or subrecipient's subject inventions.

h. Reporting Utilization of Subject Inventions.

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

i. Preference for United States Industry.

Notwithstanding any other provision of this clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights.

The recipient agrees that with respect to any subject invention in which it has acquired title, AID has the right in accordance with the procedures in OMB Circular A-114 to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that:

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

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

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

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

k. Special Provisions for Agreements with Nonprofit Organizations.

If the recipient is a nonprofit organization, it agrees that:

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

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

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

(3) The recipient shall share royalties collected on a subject invention with the inventor; and

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

l. Communications.

Communications concerning this provision shall be addressed to the grant officer at the address shown on the face of this agreement.

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PARTICIPANT TRAINING (OCTOBER 1984)

This provision is applicable when any participant training is financed under the grant).

(a) Definitions:

1. Participant training is the training of any individual outside of his or her home country using funds or under AID sponsorship.

2. A participant is any non-U.S. individual being trained under this grant outside of his or her home country.

(b) Application of Handbook 18:

Participant training under this grant is to be conducted according to the policies established in AID Handbook 18, Participant Training, except to the extent that specific exceptions to Handbook 18 have been provided in this grant with the concurrence of the Office of International Training. Handbook 18 may be obtained by submitting a request to the Office of International Training (S&T/IT), Agency for International Development, Washington, D.C. 20523.)

(c) Reporting Requirement

For participants trained in the United States, data shall be submitted by means of the form AID 1381-4, "Participant Data", simultaneously with enrollment in the Health and Accident Coverage Program (see Section (d) below). For participants trained in third countries, grantees shall submit to S&T/IT only the top white sheet of the Participant Data form (and blue copies if subsequent changes in the participant's training program are made). Copies of the Participant Data form may be obtained from the Office of International Training at the address indicated in Section (b) above.

(d) Health and Accident Coverage (HAC) Program For Training Within The United States

The grantee shall enroll all participants training in the United States in AID's HAC Program.

1. The HAC Program enables the participant, or the provider of medical services, to submit bills for medical costs resulting from illness and accident to the HAC Claims Office

which pays all reasonable and necessary medical charges for covered services not otherwise covered by other insurance programs (see paragraph 5 below), in accordance with the standard coverage established by AID under the HAC Program.

2. The grantee shall, as early as possible and no later than the initiation of travel to the United States by each participant financed by AID under this grant, fill out form AID 81-4 entitled "Participant Data" and mail it to the addressees indicated on the back of the form. The grantee can obtain a supply of these forms and instructions for completing them from the Office of International Training at the address indicated in section (b) above.

3. Enrollment fees shall be submitted, thirty days prior to the beginning of each new enrollment period. The current enrollment fee amount shall be obtained from the fees indicated in section (b) above. Payments will be made as a check made payable to A.I.D. and submitted to:

Agency for International Development  
Office of Financial Development  
Central Accounting Division-Cashier (PW/CAD)  
Washington, D.C. 205023

(a) The enrollment fee shall be accompanied by a letter which lists the names of the enrollees identical to that of the Participant Data Form, period of coverage, fee amount, aid, grant number, and the U.S. Government appropriation number as shown on the grant.

(b) The enrollment fees shall be calculated on the basis of fixed rates per participant per each 30 day period. The enrollment fees may not be prorated for fractional periods of less than 30 days and should cover the current training period for which funds are obligated under the grant.

4. The grantee shall assure that enrollment begins immediately upon the participant's departure for the United States for the purpose of participating in a training program financed or sponsored by AID, and that enrollment continues in full force and effect until the participant returns to his or her country of origin or is released from AID's responsibility, whichever occurs first.

5. The grantee shall provide each participant with a copy of the HAC brochure, copies of which are available from S&T/IT at the address indicated in section (b) above.

6. If the grantee has a mandatory, nonwaivable health and accident insurance program for participants, the costs of such insurance will be allowable under this grant. Any claims eligible under such insurance will not be payable under AID's HAC plan or under this grant. However, even though the participant is covered by the grantee's mandatory, nonwaivable health and accident insurance program, the participant must be enrolled in AID's HAC Program. In addition, a copy of the mandatory insurance policy must be forwarded to the HAC Claims Office.

7. Medical costs not covered by the grantee's health service program or mandatory, nonwaivable health and accident insurance program, or AID's HAC Program shall not be reimbursable under this grant unless specific written approval from the grant officer has been obtained.

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PROGRAM DESCRIPTION

I. Purpose of the Grant

The immediate purpose of this Grant is to expand and improve Primary Health Care (PHC) services for women and children in the health regions of Lima, Trujillo and Arequipa by organizing a network of the Private Voluntary Organizations (PVOs) working in the health sector. The overall purpose is to promote a pattern of private agency collaboration nationally which can supplement more effectively the work of public agencies in PHC.

II. Goal and Objectives

A. Goal

To provide an increased level of Primary Health Care services to the women and children of Peru.

B. Objectives

1. To improve the efficiency of PVOs providing health care services in Peru,

2. To promote concepts and practices in the project areas which can lead to financial self-sufficiency for PVOs participating in the health promotion network.

3. To develop strategies and means through which the PVOs may collaborate more effectively in inter-agency communication, in obtaining and using quality technical assistance, in developing materials and in providing training to PHC workers.

III. Background Information and General Description of Program Activities

Substantial numbers of low-income women and preschool children are beyond the reach of the government of Peru's PHC service system. Financial constraints prevent the Government from providing full scale national services, and it is estimated that each year, some one million women and children utilize health services provided by PVOs. A more efficient use of available resources would enable these private services to be expanded substantially.

Beginning in the three regions of Peru specified in Section I above, the existing health sector PVOs will be brought together, voluntarily, into a collaborative network to expand and improve provision of selected PHC services, i.e. , growth monitoring, oral rehydration, breast feeding and immunizations, plus identification, referral and follow-up of women with high risk pregnancies.

The program sponsorship rests with the Daughters of Charity of the United States (DOC/US) through the Mission Services Corporation (MSC) located in Daly City, California and by the DOC of Peru (DOC/Peru). Administration of the program will be the responsibility of the Seton Institute for International Development (SIID) a subsidiary of MSC, hereafter referred to as the "Grantee" or as the "Institute".

The program's core staff will be composed of three professionals from SIID and three Peruvian counterparts from DOC/Peru. The core staff will organize a network of all health sector PVOs working in the three regions which wish to participate. In each of the three areas, Regional Resource Centers (RRCs) will be established. Each RRC will have four basic programs:

- (1) a Regional Educational Center;
- (2) a system for the purchase and distribution of pharmaceutical products to participating PVOs;
- (3) a two-way system of delivery of technical information; and
- (4) PVO operational research projects.

In addition to providing training for PVO staffs, the pharmaceutical supply system, a technical information system and operational research studies, the program will develop an inventory of all health sector PVOs working in the three regions, a financial plan describing alternative sources of revenue for PVOs and a methodology for expanding the network organization into other regions of Peru.

The project will fund a technical assistance advisory services and the administrative and operational costs of the Regional Resource Centers. Purchase of pharmaceuticals and medical supplies will be funded by the member PVOs.

#### IV. End of Program Status

By the end of the program, the inventory of all health PVOs in the three regions will have been completed; more than fifty percent (50 to 75) health sector PVOs in the three regions will be participant in the program; 75% of all PVO staffs (45 to 55) will have been trained in PHC technical areas as well as in management and logistics; three operational research projects will have been completed; and a plan for alternative financing of PVOs will have been disseminated. Information on the program will have been provided to all health sector PVOs in Peru, as well as other interested parties, such as the ministry of health, in order to expedite extension of the program concept and practices to the national level.

#### V. Program Implementation and Responsibilities of the Grantee and Participating Entities

The Grantee will be responsible for implementing the program in collaboration with the DOC/Peru. The program is to run for approximately 30 months, during which period of time, SIID will assume responsibility for the proper utilization of AID granted funds and the coordination of all technical aspects of the program.

More specifically, SIID will:

- (1) provide the technical assistance required to develop the network of PVOs and for the subsequent training of participating PVOs;
- (2) Participate with DOC/Peru in program management;

3. Assure the provision of natural family planning services as requested by participating PVOs and refer to USAID all other PVO requests for additional family planning information and services;

4. Procure the equipment required for the program, as detailed on page E-20 of the SIID Project Proposal, in accordance with guidance provided in the Standard Provisions, Attachment 3;

5. Assure responsibility for the organization of an evaluation of the program, with emphasis to be placed on the program impact achieved with participating PVOs;

6. Assure the timely provision to AID of copies of all documents developed in the program, e.g., operational research studies, the inventory of health sector PVOs, plans for alternative financing of PVOs, the Program Evaluation and other substantive reports.

DOC/Peru will:

(1) participate in the organization and management of the program of the three regions;

(2) provide counterparts to the SIID staff as appropriate, as well as any other local staff required;

(3) at program's end (after 30 months), DOC/Peru is expected to assume full responsibility for any continuing program activities throughout Peru.

The participating PVOs will:

(1) undertake a written agreement with SIID/DOC governing their participation in the program;

(2) contribute to the cost of the operations (see page E-18 of the SIID Project Proposal); and

(3) cooperate in training programs, Program Evaluation and other activities as appropriate.

**U.S. Grantees and U.S. Subgrantees  
NONPROFIT ORGANIZATIONS—OTHER THAN EDUCATIONAL INSTITUTIONS  
INDEX OF  
STANDARD PROVISIONS**

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| <ul style="list-style-type: none"> <li>1. Allowable Costs and Contributions (Nonprofit Organizations—Other Than Educational Institutions)</li> <li>2. Accounting, Audit and Records</li> <li>3. Refunds</li> <li>4. Nondiscrimination in Federally Assisted Programs</li> <li>5A. Negotiated Overhead Rates—Predetermined</li> <li>5B. Negotiated Overhead Rates—Nonprofit Organizations Other Than Educational Institutions</li> <li>6. Revision of Financial Plans</li> <li>7A. Payment—Federal Reserve Letter of Credit (FRLC) Advance</li> <li>7B. Payment—Periodic Advances</li> <li>7C. Payment—Reimbursement</li> <li>8. Travel and Transportation</li> <li>9. Ocean Shipment of Goods</li> <li>10A. Procurement of Goods and Services Under \$250,000.</li> <li>10B. Procurement of Goods and Services Over \$250,000</li> <li>11. Local Cost Financing With U.S. Dollars</li> <li>12. Government Furnished Excess Personal Property</li> <li>13A. Title to and Use of Property (Grantee Title)</li> <li>13B. Title to and Care of Property (U.S. Government Title)</li> </ul> | <ul style="list-style-type: none"> <li>13C. Title to and Care of Property (Cooperating Country Title)</li> <li>14. Conversion of United States Dollars to Local Currency</li> <li>15. Termination</li> <li>16. Voluntary Participation</li> <li>17. Prohibition on Abortion—Related Activities</li> <li>18. Voluntary Participation Requirements For Sterilization Programs</li> <li>19. Publications</li> <li>20. Patents</li> <li>21. Regulations Governing Employees Outside The United States</li> <li>22. Subordinate Agreements</li> <li>23. Salaries</li> <li>24. Ineligible Countries</li> <li>25. Disputes</li> <li>26. Participant Training</li> <li>27. Health and Accident Coverage for AID Participant Trainees</li> <li>28. Use of Pouch Facilities</li> <li>29. U.S. Officials Not To Benefit</li> <li>30. Covenant Against Contingent Fees</li> <li>31. Nonliability</li> <li>32. Amendment</li> <li>33. The Grant</li> <li>34. Notices</li> </ul> |
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—SEE FOOTNOTE ON PAGE 22—

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

Select only 1 payment provision from Group 7.

Select only 1 procurement provision from Group 10.

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

**1. ALLOWABLE COSTS AND CONTRIBUTIONS (NONPROFIT ORGANIZATIONS—OTHER THAN EDUCATIONAL INSTITUTIONS)**

(This provision is applicable to nonprofit organizations other than educational institutions)

(a) The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the Grant Officer to be reasonable, allocable, and allowable in accordance with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and

(3) cost principles contained in OMB Circular A-122 entitled "Cost Principles for Nonprofit Organizations" in effect on the date of this grant (hereinafter referred to as "applicable cost principles").

(b) If Grantee contributions in the form of cost sharing/matching are required under this grant, the allowability of costs applied to the grant for such contributions shall be determined by the Grant Officer in accordance with the terms of paragraph 1K, "Cost Sharing and Matching" of Handbook 13 in effect on the date of this Grant.

PROJECT AUTHORIZATION

Name of Country: PERU

Name of Project: OPG--SIID Peruvian  
PVO Health Promotion  
Network  
Number of Project: 527-0294

1. Pursuant to Sections 103 and 104 of the Foreign Assistance Act of 1961, as amended, I hereby authorize the Operational Program Grant--SIID Peruvian PVO Health Promotion Network involving planned obligations of not to exceed \$960,000 in grant funds over a 12 months period subject to the availability of funds in accordance with the A.I.D. OYB/allotment process, to help in financing foreign exchange and local currency costs for the project. The planned life of the project is 30 months from June 1, 1985.

2. The project consists of support for the Seton Institute for International Development's PVO health promotion network through the financing of staff salaries, administrative, operating, travel, materials and other direct expenses.

3. The OPG Agreement, which may be negotiated and executed by the officers to whom such authority is delegated in accordance with A.I.D. regulations and Delegations of Authority, shall be subject to the following essential terms and covenants and major conditions, together with such other terms and conditions as A.I.D. may deem appropriate.

Source and Origin of Commodities, Nationality of Services

Commodities financed by A.I.D. under the Grant shall have their source and origin in Peru or the United States (except for vehicles, which must be of U.S. source and origin), except as A.I.D. may otherwise agree in writing. Except for ocean shipping, the suppliers of commodities or services shall have Peru or the United States as their place of nationality, except as A.I.D. may otherwise agree in writing. Ocean shipping financed by A.I.D. under the project shall, except as A.I.D. may otherwise agree in writing, be financed only on flag vessels of the United States.

  
George A. Hill  
Acting Director  
USAID/Peru

HN:JELaRosa:tp

Clearances:

HNE:NJParker (in draft)

PROG:RMaushammer (in draft)

PROJECT DATA SHEET

1. TRANSACTION CODE

A = Add  
 C = Change  
 D = Delete

Amendment Number

DOCUMENT CODE

3

2. COUNTRY/ENTITY

PERU

3. PROJECT NUMBER

529-0294

4. BUREAU/OFFICE

LAC

5. PROJECT TITLE (maximum 40 characters)

OPG-SIID Peruvian PVO Health Promotion NETWORK

6. PROJECT ASSISTANCE COMPLETION DATE (PACD)

MM DD YY  
 11 30 87

7. ESTIMATED DATE OF OBLIGATION (Under 'B' below, enter 1, 2, 3, or 4)

A. Initial FY 85 B. Quarter 3 C. Final FY 88

8. COSTS (\$000 OR EQUIVALENT \$1 = )

A. FUNDING SOURCE	FIRST FY 85			LIFE OF PROJECT		
	B. FX	C. L/C	D. Total	E. FX	F. L/C	G. Total
AID Appropriated Total	360	300	660	510	450	960
(Grant)	( 360 )	( 300 )	( 660 )	( 510 )	( 450 )	( 960 )
(Loan)	( - )	( - )	( - )	( - )	( - )	( - )
Other U.S.						
1.						
2.						
Host Country						
Other Donor(s)	55	92	147	121	198	319
<b>TOTALS</b>	<b>415</b>	<b>392</b>	<b>807</b>	<b>631</b>	<b>648</b>	<b>1,279</b>

9. SCHEDULE OF AID FUNDING (\$000)

A. APPROPRIATION	B. PRIMARY PURPOSE CODE	C. PRIMARY TECH CODE		D. OBLIGATIONS TO DATE		E. AMOUNT APPROVED THIS ACTION		F. LIFE OF PROJECT	
		1. Grant	2. Loan	1. Grant	2. Loan	1. Grant	2. Loan	1. Grant	2. Loan
(1) HE	510	530	-			400	-	300	
(2) FN	330	350				260			
(3)									
(4)									
<b>TOTALS</b>						<b>660</b>		<b>300</b>	<b>960</b>

10. SECONDARY TECHNICAL CODES (maximum 6 codes of 3 positions each)

340 510 520 560

11. SECONDARY PURPOSE CODE

530, 380

12. SPECIAL CONCERNS CODES (maximum 7 codes of 4 positions each)

A. Code	BWW	BU	BR	DEL	NUTR	PVOU	TNG
B. Amount	960	500	460	-	260	960	150

13. PROJECT PURPOSE (maximum 480 characters)

To provide support to the Seton Institute for International Development (SIID) in establish a private voluntary organization (PVO) health promotion Network in the regions of Lima, Trujillo and Arequipa.

14. SCHEDULED EVALUATIONS

Interim MM YY MM YY Final MM YY  
 09 86 11 87

15. SOURCE/ORIGIN OF GOODS AND SERVICES

000  941  Local  Other (Specify)

16. AMENDMENTS/NATURE OF CHANGE PROPOSED (This is page 1 of a \_\_\_\_\_ page PP Amendment.)

17. APPROVED BY

Signature

*George A. Hill*

Title

George A. Hill  
 Acting Director

Date Signed

MM DD YY

18. DATE DOCUMENT RECEIVED IN AID/W, OR FOR AID/W DOCUMENTS, DATE OF DISTRIBUTION

MM DD YY