

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

3. Contract/Agreement Number:
PDC-0514-G-SS-5074-00

Recd. for Vali. 8/28/85

4. Contractor/Recipient Name:
Foster Parents Plan

5. Organization Symbol:

6. Project Title:
Child Survival Grant

Vali. Copy lost in mail

7. Project Officer's Name:
J. Grant

8. Organization Symbol:
FVA/PVC

9. Requisitioning
Document ID No: 938-0514-5384688 ✓

19. Budget
Plan Code: EDAA85 13810 CG11 ✓
App. 72-1151021.8, All. 548-38-099-00-76-51 ✓

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

A

20. Country or Region of Performance:
HAITI 521 HT

21. a. This Action Increases TEC by \$ 474,000 ✓
b. Total Est. Cost of Contractual Document \$ 474,000 ✓

11. Amount of this PIO/T: Obl. U.S. \$ 474,000 (inc.) ✓

22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ 231,700 ✓

12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 474,000 ✓

13. Cumulative Obligation: 474,000 U.S. \$ ~~15,200~~ ✓

23. Effective Date of this Action: 8/27/85

14. This Action Funded Through: 7/31/88 ✓

24. Estimated Completion/Expiration Date: 7/31/88

15. Date Contractual Documents Signed by AID Official: 8/27/85 ✓

25. Contractor DUNS Number: 063902761

16. Incrementally Funded Contract: ~~YES~~ NO

26. Consultant Type Award: NO

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

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

18. Campus Coordinator: (Univ. Contracts) NA ✓

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

29. Negotiator's Typed Name: J. Hacken NEFEET

30. Negotiator's Signature: *J. Hacken*

31. Date Signed: / /

32. Contract/Grant Officer's Organization Symbol: SOD/PDC

33. Contract/Grant Officer's Signature: *J. Grant*

34. Date Signed: 8/27/85

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

35. SELECTION PROCEDURES:

- A. Formally Advertised
- B. Negotiated Price Competition, General Procedure
- C. A&E
- D. Ed. Inst. and/or Int'l. Research
- E. Collaborative Assistance
- F. Predominant Capability
- G. Unsolicited Proposal

STAT Section
SEP 27 1985
ENTERED

- H. Procurement to be Performed by the Contractor in Person
- I. Sole Source
- J. Impairment of Foreign Policy Objectives
- K. 8(a) Selection
 - Grant/Cooperative Agreement
 - L. Competitive
 - M. Noncompetitive
 - N. Small Business Set Aside
 - O. Overseas Procuring Activities

Advance LB
AUG 30 1985

74660
44

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

37. ADVANCE:
A. No Advance **C**
B. Advance Non-FRLC
C. Advance FRLC

38. SUBJECT TO STATUTORY REQUIREMENT:
A. Walsh-Healey Act, Manufacturer* **E**
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

39. Country of Manufacture (Specify) NA ✓

40. CURRENCY INDICATOR:
A. U.S. Dollar **A**
B. Local Currency
C. Combination
D. Unfunded

41. SUBCONTRACTS:
Is There a Provision for a Subcontract? (Contracts only) NA ✓

42. TYPE SERVICE:
A. Training of Participants **B**
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

43. CONTRACT/AGREEMENT SOURCE:
A. U.S. Contractor/Grantee **A**
B. Non-U.S. Contractor/Grantee
C. Combination of A & B

44. TYPE OF AMERICAN OWNERSHIP:
● Minority **G**
A. Asian/Pacific Islander
B. Black American
C. American Aleuts or Eskimos
D. American Indian
E. Hispanic
F. Other (Specify) _____
G. Non-Minority

45. LABOR SURPLUS AREA PREFERENCE:
● Labor Surplus Area **D**
A. No Preference
B. Tie Bid Preference
C. Total Set Aside
D. Not a Labor Surplus Area Preference Award

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

47. TYPE OF BUSINESS:
A. Source: Non-U.S. and Used Outside U.S. & Possessions **H**
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's
● 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

48. Women Owned Business? NA ✓

49. TYPE AWARD:
● Small Business **H**
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

50. Paying Office: Payment will be made by FM/PAFO

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C. 20523

AUG 27 1985

Mr. Fred Kirschstein
Assistant Director/Income Generating Projects
Foster Parents Plan
155 Plan Way
Warwick, RI 02887

Subject: Cooperative Agreement No. PDC-0514-A-00-5074-00

Dear Mr. Kirschstein:

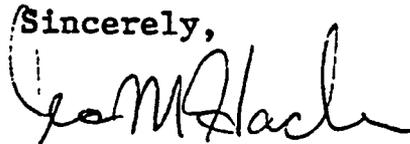
Pursuant to the authority of the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to Foster Parents Plan (hereinafter referred to as "Foster Parents Plan" or "Recipient") a cost sharing sum of \$474,000 in support of Foster Parents Plan's development program as described in the Schedule of this Cooperative Agreement and Attachment 2 entitled "Program Description".

This cooperative agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives for the estimated period August 31, 1985 to July 31, 1988.

This cooperative agreement is made to Foster Parents Plan on condition that the funds will be matched on at least a 25% basis by the Recipient's funds or "in-kind" contributions (see Paragraph H of the Schedule of the cooperative agreement) and that the cooperative agreement will be administered in accordance with the terms and conditions set forth in the Schedule (Attachment 1) and the Standard Provisions (Attachment 3).

Please sign and return the original and six copies of this letter to acknowledge your receipt of this cooperative agreement.

Sincerely,



Jean M. Hacken
Agreement Officer
Office of Contract Management

Attachments:

1. Schedule
2. Program Description
3. Index of Standard Provisions

Acknowledged:

FOSTER PARENTS PLAN

By: 

Typed Name: Kenneth H. Phillips

Title: National Executive Director

Date: September 25, 1985

Fiscal Data

PIO/T No:	5384688
Appropriation Symbol:	72-1151021.8
Allotment Symbol:	543-38-099-00-76-51
Budget Plan Code:	EDAA85-13810-CG11
Project No.:	938-0514
Obligated Amount:	\$474,000
Cumulative Obligation:	\$474,000
DUNS No.:	063902761
Project Office:	FVA/PVC

Schedule

A. Purpose of Agreement

The purpose of this cooperative agreement is to provide support to the cooperative agreementee's development program as described in Attachment 2 to this cooperative agreement, entitled "Program Description".

B. Period of Agreement

The effective date of this cooperative agreement is the date of the Cooperative Agreement cover letter. The estimated expiration date of this cooperative agreement is July 31, 1988.

C. Amount of Agreement and Payment

1. The total estimated amount of this cooperative agreement for the period shown in B.1., above, is \$474,000.
2. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3 - Standard Provision No. 7A entitled "Payment-Letter of Credit Advance".
3. Documentation required by the payment provision noted above shall be submitted to:

Agency for International Development
M/FM/PAFD
Room 623, SA-12
Washington, D.C. 20523

D. Financial Plan

The following is the financial plan for this Cooperative Agreement, including local cost financing items, if authorized. Revisions to this Plan shall be made in accordance with the Standard Provision of this cooperative agreement entitled "Revision of Financial Plans"

<u>Cost Element</u>	<u>Total</u>
	8/31/85-
	7/31/88
Program Cost and Preschool Program	\$616,030
Equipment	46,600
Indirect Costs*	116,289
Total	\$778,919
AID	\$474,000
Recipient	\$304,919

Note: recipient agrees to cost share the difference between the provisional rate of 27% and the proposed rate of 10% on AID's portion of the agreement. (see Section H).

E. Reporting and Evaluation

Annual reports will be submitted describing project activities and Foster Parents Plan's contribution to the project; these reports will include narrative descriptions of the overall progress of the cooperative agreement program including portions financed with Foster Parent Plan's private funds expended under the cost-sharing obligations of the cooperative agreement. The reports should include brief descriptions of program progress in the target country and the projects supported under the cooperative agreement program. The latter will be furnished in the standard format prescribed by FVA/PVC for its cooperative agreement information system. The annual progress report will also include financial status, showing actual expenses from A.I.D. cooperative agreement funds and from other sources against the program budget. Other current A.I.D. cooperative agreements to Foster Parents Plan's, such as OPGs, will be noted in the report with an explanation of any relationship of such cooperative agreements to this cooperative agreement supported program.

Self-evaluation will be conducted by Foster Parents Plan in accordance with its normal evaluation program. In addition, the cooperative agreement-supported program will be subject to evaluation by A.I.D. during the period of the cooperative agreement as outlined below.

F. Substantial Involvement Understanding

The nature and extent of A.I.D.'s substantial involvement with the recipient concerning project activities management is set forth below:

The Recipient will carry out the following activities:

1. Submit a detailed implementation plan for each country program by December 31, 1985 in accordance with FVA/PVC Guidelines. (See appendix A to Attachment 2, Program Description)
2. Submit to FVA/PVC by December 31, 1985 a detailed evaluation plan which will clearly define the : (a) objectives and outputs that each project will be held accountable for; (b) the specific indicators that will be used to measure program success in reaching objectives and outputs; (c) mechanisms for collecting data, i.e., surveys, sentinel systems, etc.; (d) manpower and other resources needed for carrying out

monitoring and evaluation activities with a revised budget. The plan should include scheduled reports, internal and external evaluations, etc.

3. Participate in an AID sponsored Child Survival Evaluation/Management Information System Workshop to be held September 9-12. The workshop will review state-of-the art evaluation/monitoring techniques particularly for ORT, immunizations and nutrition interventions, and AID evaluation and reporting requirements. The set of recommended indicators for ORT, immunization and nutrition interventions which will be required for all projects receiving Child Survival Funding will be given to recipients
4. Develop/adopt project-specific Management Information System, responsive to field project, headquarters and AID information needs for tracking project performance. The system should be described in the first year progress report.
5. Annual progress reports will be submitted to AID on October 31, 1986 and October 31, 1987, which will include a description of inputs, outputs, progress to date, constraints and highlights from the preceding year.
6. A final evaluation in collaboration with AID will be carried out in the final month of the cooperative agreement to evaluate project effectiveness and impact.
7. Based on the final evaluation, a final report will be submitted to AID within 90 days of the expiration of the cooperative agreement with a description of inputs used, outputs achieved and project effectiveness impact.

Final Report

A final report in five copies will be submitted to the project office.

The report should include the following information:

- a. A comparison of actual accomplishments with the goals established for the period;
- b. Reasons why established goals were not met; and
- c. Other pertinent information including, when appropriate, analysis and explanations of cost overruns, or unusually high expenses.

One copy of the final report shall be submitted to the Cooperative Agreement Officer whose address appears on the cooperative agreement cover letter.

Prior to the required final performance reporting date, events may occur that have significant impact upon the project. In such instances, the Recipient shall inform the Cooperative Agreement Officer as soon as the following types of conditions become known:

- a. Problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work activities by the established time period. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- b. Favorable developments or events that enable time schedules to be met sooner than anticipated or more work activities to be performed than originally projected.

G. Special Provisions

1. Countries; The following countries are approved for direct in-country program support under the cooperative agreement: Haiti.
2. Prior Approval Requirements: Prior approval of individual projects or other expenditures which conform to the terms of the cooperative agreement is not generally required. An exception is the use of cooperative agreement funds for any project which is a follow-up or supplement to A.I.D. Mission funded activity, or which has been considered and rejected by the Mission. Any such expenditures will require specific agreement from A.I.D., which will be given only in consultation with Mission involved.
3. The following Standard Provisions are not applicable to this cooperative agreement and are hereby deleted:
 - a. 5A - "Negotiated Overhead Rates - Predetermined"
 - b. 7B - "Payment - Periodic Advances"
 - c. 7C - "Payment - Reimbursement"

- d. 10B - "Procurement of Goods and Services over \$250,000"
 - e. 13B - Title and Care of Property (U.S. Government Title)"
 - f. 13C - "Title to and Care of Property (Cooperating Country Title)"
4. The "Alterations in Cooperative Agreement" dated July 1982 and attached to the Index of Standard Provisions are incorporated into this cooperative agreement.

H. Overhead Rate

Pursuant to the Standard Provision of this cooperative agreement entitled "Negotiated Overhead Rates - Nonprofit Organizations Other Than Educational Institutions" the following overhead rate is established:

<u>Rate</u>	<u>Base</u>	<u>Period</u>
27%	see below	August 31, 1985 until amended

Base: Personnel, Travel and Allowance, Training, Other Direct Costs, Supplies, Equipment and Construction Costs

Advance Understanding on Ceiling Overhead Cost Rates and Final Reimbursement for Indirect Costs

Notwithstanding any other provisions of this grant to the contrary, for each of the grantee's accounting periods during the term of this grant, including subsequent extensions thereto, the parties agree as follows:

1. The distribution base for establishment of final overhead rates is personnel, travel and allowances, training, other direct costs, supplies, equipment and construction costs.

2. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following rates:

Overhead-10%.

3. The government shall not be obligated to pay any additional amount on account of indirect costs above ceiling rates established in this grant. Final indirect costs exceeding the rates applied to the base shown above shall be borne by the grantee.

4. This advance understanding shall not change any monetary ceiling, cost limitation or obligation established in this grant.

I. Matching Provisions

1. For each year (or funding period) under this cooperative agreement, the Recipient agrees to expend from non-Federal funds, an amount at least equal to 25% of total expenditures under this cooperative agreement.

2. Eligibility of non-Federal funds applied to satisfy cost sharing/matching requirements under this cooperative agreement are set forth in paragraph (b) of the Standard Provision of this cooperative agreement entitled "Allowable Costs and Contributions".

3. Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed percentage set forth in Paragraph 1., above.

4. If at the end of any year (or funding period) hereunder, the cooperative agreementtee has expended an amount of non-Federal funds less than the agreed percentage of total expenditures, as set forth in Paragraph 1., above, the difference may be applied to reduce the amount of AID funding the following year (or funding period), or, if this cooperative agreement has expired or terminated, the difference shall be refunded to AID.

5. Extended failure to meet the cost sharing/matching requirement set forth in Paragraph 1., above, shall be considered sufficient reason for termination of this for cause in accordance with the Standard Provision of this cooperative agreement entitled "Termination", Paragraph (a).

6. The restrictions on the use of AID cooperative agreement funds hereunder set forth in the Standard Provisions of this cooperative agreement are applicable to expenditures incurred with AID funds provided under this cooperative agreement. Except for paragraph (b) of the Standard Provision of this cooperative agreement entitled "Allowable Costs and Contributions", the Standard Provisions are not applicable to expenditures incurred

with funds provided from non-Federal sources. The recipient will account for the AID funds in accordance with the Standard Provision of this cooperative agreement entitled "Accounting, Audit, and Records".

7. Notwithstanding paragraph (c) of the Standard Provision of this cooperative agreement entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from AID cooperative agreement funds provided hereunder, the Recipient may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with Paragraph 2 of this provision. At the expiration or termination of this cooperative agreement, amounts of disallowances of expenditures from AID cooperative agreement funds for which substitution with eligible expenditures from non-Federal sources cannot be made will be refunded to AID.

J. Closeout Procedures

This section prescribes uniform closeout procedures for this cooperative agreement.

1. The following definitions shall apply for the purpose of this section:

- a. Closeout. The closeout of a cooperative agreement or agreement is the process by which AID determines that all applicable administrative actions and all required work of the cooperative agreement or agreement have been completed by the recipient and AID.
- b. Date of Completion. The date of completion is the date on which and work under cooperative agreements and agreements is completed or the date on the award document, or any supplement or amendment thereto, on which AID sponsorship ends.
- c. Disallowed Costs. Disallowed costs are those charges to a cooperative agreement or agreement that AID or its representative determines to be unallowable in accordance with the applicable Federal cost principles or other conditions contained in the cooperative agreement or agreement.

2. AID closeout procedures include the following requirements:

- a. Upon request, AID shall make prompt payments to a recipient for allowable reimbursable costs under the cooperative agreement or agreement being closed out.

- b. The recipient shall immediately refund any balance or unobligated (unencumbered) cash that AID has advanced or paid and that is not authorized to be retained by the recipient for use in other cooperative agreements or agreements.
- c. AID shall obtain from the recipient within 90 calendar days after the agreement all financial, performance, and other reports required as a condition of the cooperative agreement or agreement. AID may cooperative agreement extensions when requested by the recipient.
- d. The recipient shall account for any property acquired with AID funds or received from the Government in accordance with Attachment N of OMB Circular A-110 entitled "Property Management Standards".
- e. In the event a final audit has not been performed prior to the closeout of the cooperative agreement or agreement, AID shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

Program Description

Objective: To reduce morbidity and mortality among infants and children under six in Jacmel, Haiti by strengthening and expanding the health services in Foster Parents Plan's integrated development program.

Program description: The total program is described in Foster Parents Plan's Child Survival proposal, dated March 8, 1985. Foster Parents Plan will add new elements to its established community development program in Jacmel, Haiti in order to increase health services to young children and mothers. Two principal objectives are to ensure that 100% of the population in the project areas will be vaccinated against the major communicable diseases and that mortality from malnutrition and diarrhea will be reduced by 30-50% in all Foster Plan areas. The target population includes some 18,000 mothers and children under six. Health services will include immunization, oral rehydration therapy, nutrition and feeding, health education, disease control and child spacing programs as described below:

Foster Parents Plan will continue its nutrition and feeding programs in 40 preschools, train preschool teachers in health and incorporate health education into the curriculum. Preschools will be utilized as a focal point for the formation of mothers clubs, as well as introduction of immunizations, growth monitoring, ORT training and breastfeeding and will reinforce health messages through individual family visits.

Health training will be given to Foster Parents Plan's 60 social workers to expand their role in health promotion. Social workers will conduct health education programs for mothers at the preschools and will follow-up and reinforce the health messages through individual family visits.

Collaboration will continue with the Mobile Health Clinic.

Foster Parents Plan will support the government's immunization programs, helping to ensure broad based community participation in vaccination campaigns and follow-up for the completion of the full sequence of vaccinations.

An ORT component will be introduced through the network of social workers, preschools and mothers clubs.

Family planning activities will be expanded.

Foster Parents Plan will develop an improved monitoring and evaluation system to track infant mortality in the target

population.

The program will be phased, beginning with intensive health training for social workers and preschool teachers. Mothers clubs and community level training will be initiated and health intervention augmented. In the second and third years the program will include new preschools and an increased number of non-Foster Parents Plan families.

The recipient will submit a detailed field implementation plan for each country project by December 31, 1985 in accordance with AID guidance. Each plan should respond to the following:

(1) WHERE is the project located?

Attach a map diagraming the area to receive services; label villages or population centers; indicate your project headquarters; show where your health workers will be located; indicate location, number, and type of health service units (public or private) in area; indicate for each population center the average travel time to obtain immunizations/other health care.

(2) WHO will receive services?

(A) What is estimated population in your project area? How many families have children under 5 years? How many babies are born each year?

(B) If your project includes provision or promotion of immunizations, what is the target group for immunization? If pregnant females are included, will all females of child-bearing ages be immunized?

(C) What steps will be taken to inform and motivate the target population?

(D) Will any high-risk children be identified? if so, how? What steps will be taken to reach high-risk groups?

(E) Will any special steps be taken to reach "drop outs"?

(F) How will you identify vulnerable groups who are not reached by your services? What steps will be taken to reach such groups?

(3) WHAT do you need to carry out your health interventions?

(A) Does the project promote ORS home mix/packets/tablets? If home mix, are there shortages of sugar or salt in your project area? What will you recommend as liquid containers? If packets are promoted, what is your estimate of the numbers of children in your target group who will have a diarrhea episode each year and number of packets to be used for each episode? How will your project obtain packets and how distribute?

(B) If your project includes provision or promotion of immunizations, what vaccines, no. of doses, type of administration, ages and intervals for immunizations? From where will vaccines be obtained? What are the cold chain requirements and how will they be met?

(C) Does your suggested project deviate from the national immunization program? if so, how?

(4) HOW will interventions take place?

- (A) If your project includes promotion or provision of immunizations, are immunizations given in special clinics or are services integrated? If special sessions, what is the frequency, and number of vaccinations planned per session?
- (B) What categories of staff will arrange vaccination sessions? administer vaccine? be responsible for supplies including vaccine? supervise activities?
- (C) How will records be kept? by parents or service provider?
- (D) Who will give ORT instruction to mothers? Is ORT instruction given at home or in special clinics? If in the home, what is the frequency of visits for each health worker? How many mothers can a health worker see in one day? If special sessions, what is the frequency of sessions and how are mothers identified for attendance?
- (E) What will be your general ORT advice to mothers? How will you verify mother's understanding of ORT advice? use of ORT?
- (F) Describe staff training component in ORT, including manuals and educational materials to be used in training of local health workers or lay community groups.

(5) HOW will the project relate to the community and to others?

- (A) What role will the community or groups within the community have in your project? When will community members take part?
- (B) Are alternative sources for immunizations and maternal and child health care available in the area? from government? from other PVOs? if so, how will the programs relate to one another?
- (C) How will project activities be coordinated with host country local health programming in EPI, MCH, and diarrhea disease control?
- (D) Estimate number of active health workers in project area by type and total (include public, private and all levels). Will any of these people take part in your project?

(6) WHAT might be the needs for this project in the future?

- (A) What initial and continuing training of staff is required?
- (B) What is the estimated average recurrent cost per person of service? (Roughly calculate as annual operating costs divided by number of persons in designated target population.)
- (C) How will recurrent cost be met after project funding ends?

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

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

—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.

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 B.

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.)"

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/PM/PAPD).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/PM/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/PM/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/PM/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/PM/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/PM/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.

(3) Revocation of the LOC is at the discretion of the authorized LOC certifying officer of M/PM/PAPD after consultation with the grant officer. Notification of revocation must be in writing and must specify the reason for revocation. M/PM/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.

AIR TRAVEL AND TRANSPORTATION (OCTOBER 1984)

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

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 connecting stops), and dates of travel, as far in advance of 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, copy to the project officer, of planned travel, including the travelers and the dates and times of arrival.

Travel to certain countries shall, at AID's option, be made in U.S.-owned local currency. When AID intends to finance this action, AID will, after receipt of advice of the grantee, issue the required tickets, either issue a U.S. Government Transportation Request (GTR) which the grantee may use to purchase tickets, or AID will issue the tickets directly. U.S.-owned currencies will constitute a dollar grant.

Travel by air travel and shipments under this grant are to be made on United States flag air carriers to the extent such service 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.

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 transportation on non-free world air carriers are not reimbursable under this grant.

U.S. flag air carrier service is considered available when:

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

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

3. Service by a foreign air carrier can be paid for in U.S. dollars or foreign currency, unless U.S. flag air carriers are available except tickets or near excess foreign currencies for which payment is payable only out of such monies.

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 a foreign air carrier is available. In determining availability of a foreign air carrier, the following scheduling principles shall be followed unless their application results in the last day of travel to or from the United States being delayed 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 such service to the farthest interchange point on the most traveled route;

2. Where an origin or interchange point is not served by U.S. flag air carrier service, foreign air carrier service should be used to the nearest interchange point which usually connects and connects with U.S. flag air carrier service; or

3. Where U.S. flag air carrier service is voluntarily used to connect with a foreign air carrier, the foreign air carrier may be used notwithstanding the availability of U.S. flag air carrier service.

4. Where there is a gateway airport in the United States and a U.S. airport from which the traveler's flight to the closest U.S. airport at which the traveler's flight to the gateway airport is direct, that airport from which the traveler's flight to the gateway airport is direct shall be used unless it is more expedient to travel from a U.S. passenger airport to the gateway airport via a foreign air carrier which is considered

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 changes 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 CARRIER

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 Civilian, 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.

(iii) 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., PVOs) shall be governed by this standard provision and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies (22 CFR 202).

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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)(i)(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 shall be presumed to be the holder 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 18, 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 504(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 assure 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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3. PATENT RIGHTS (OCTOBER 1964)

(This provision is applicable whenever patentable processes or practices are financed 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 85-536 (15 U.S.C. 322) 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 concerns involved in Government procurement and subcontracting at 13 CFR 121.1-4 and 13 CFR 121.1-12, 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)(3)) 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. 401, 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 sufficient, complete in technical detail to convey a clear understanding, to the extent shown 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 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 extended by AID to a date not more than 10 days prior to the end of the statutory period.
- (3) The recipient shall file its initial patent application to an elected invention within two years after disclosure 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 its books, if the same permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a secrecy order.
- (4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID be granted.

d. Conditions When the Government May Retain Title.

The recipient shall convey to AID upon 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, on, 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 have 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 some 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 form 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 to 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 proceedings 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 specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under [identify the agreement awarded by AID]. The Government has certain rights in this invention."

9. 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.

10. 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 7. of this provision. To the extent data or information supplied under this section is considered by the recipient, its licensee or assignee 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.

11. 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.

12. 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 35 CFR 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 11. 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.

13. 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 patent or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:

(ii) Eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, AID approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use shall not be deemed commercial sale or use in 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.

14. Communications.

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

BEST AVAILABLE DOCUMENT

PARTICIPANT TRAINING (OCTOBER 1984)

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

1) Definitions:

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

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

3) Application of Handbook 10:

Participant training under this grant is to be conducted according to the policies established in AID Handbook 10, Participant Training, except to the extent that specific provisions to Handbook 10 have been provided in this grant with concurrence of the Office of International Training. Handbook 10 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). 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).

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.

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.

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

1. 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 1381-4 entitled 'Participant Data' and mail it to the addresses 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.

2. Enrollment fees shall be submitted, thirty days prior to the beginning of each new enrollment period. The amount of enrollment fee shall be obtained from the schedule indicated in section (b) above. Payments shall be made by 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. 20523

(a) The enrollment fee shall be accompanied by a check which lists the names of the enrollees identical to that of the Participant Data Form, period of coverage, fee amount, grant number, and the U.S. Government appropriation account 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 30-day 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 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.

BEST AVAILABLE DOCUMENT

AID 1350-1 (10-79) PIO/T	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1. Cooperating Country Centrally Funded	Page 1 of 3 Pages		
		2. PIO/T No. 5384688	3. <input checked="" type="checkbox"/> Original or Amendment No. _____		
		4. Project/Activity No. and Title 938-0514 Foster Parents Plan Child Survival Grant			
DISTRIBUTION	5. Appropriation Symbol 72-1151021.8		6. Allotment Symbol and Charge 548-38-099-00-76-51 EDAA85 13810 CG11		
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.)		
	9. Authorized Agent AID/W		10 This PIO/T is in full conformance with PRO/AG Date _____		
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other		11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment)		
	12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. <u>I</u>)				
		(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
Maximum AID Financing	A. Dollars	---	474,000	---	474,000
	B. U.S.-Owned Local Currency				
13. Mission References	14a. Instructions to Authorized Agent SER/CM is requested to execute a grant*with Foster Parents Plan. The desired starting date is August 1, 1985 and the estimated completion date is July 31, 1988 A budget and description of the grant program are attached. This will be a cost sharing agreement in which, the grantee will be required to contribute at least 25% of the total program cost				
	14b. Address of Voucher Paying Office AID/FM/PAFD Washington, D.C. 20523				
15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.					
A. The project officer certifies that the specifications in the statement of work are technically adequate		Phone No. 235-3494	B. The statement of work/lia with in the purview of the initiating and approved agency programs		Date 7/12/85
FVA/PVC: John Grant <i>JPD</i>		Date 7/11/85	FVA/PVC: I. Austin Heyman		Date 7/12/85
C. FVA/PVC: Stephen Bergen <i>SWB</i>		Date 7/12/85	D. Funds for the services requested are available FUNDS RESERVED BY		
FVA/PPE: Nancy M. McKay <i>nmw</i>		Date 7/12/85	R. Hemphill 7/15/85		
E. _____		ROBERTED: Richard Hemphill			
16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to			17. For the Agency for International Development M/EM/ASD		
Signature _____		Signature <i>Louis C. Stamberg</i>		Date 7/15/85	
Title _____		Title FVA/PPE: Louis C. Stamberg			

AID 1350-1 (10-79)	1. Cooperating Country Centrally Funded	2. PIO/T No. 5384688	Page 2 of Pages
PIO/T	4. Project/Activity No. and Title 938-0514 PLAN Child Survival Grant		

SCOPE OF WORK

18. THE SCOPE OF TECHNICAL SERVICES REQUIRED FOR THIS PROJECT ARE DESCRIBED IN ATTACHMENT NUMBER II. HERETO ENTITLED "STATEMENT OF WORK".

19. SPECIAL PROVISIONS

- A. LANGUAGE REQUIREMENTS (SPECIFY) _____
(IF MARKED, TESTING MUST BE ACCOMPLISHED BY AID TO ASSURE DESIRED LEVEL OF PROFICIENCY)
- B. ACCESS TO CLASSIFIED INFORMATION WILL WILL NOT BE REQUIRED BY TECHNICIAN(S).
- C. DUTY POST(S) AND DURATION OF TECHNICIANS' SERVICES AT POST(S) (MONTHS)
- D. DEPENDENTS WILL WILL NOT BE PERMITTED TO ACCOMPANY TECHNICIAN.
- E. WAIVER(S) HAVE BEEN APPROVED TO ALLOW THE PURCHASE OF THE FOLLOWING ITEM(S) (COPY OF APPROVED WAIVER IS ATTACHED)
- F. COOPERATING COUNTRY ACCEPTANCE OF THIS PROJECT (APPLICABLE TO AID/W PROJECTS ONLY)
 HAS BEEN OBTAINED HAS NOT BEEN OBTAINED
 IS NOT APPLICABLE TO SERVICES REQUIRED BY PIO/T
- G. OTHER (SPECIFY)

20. BACKGROUND INFORMATION (ADDITIONAL INFORMATION USEFUL TO AUTHORIZED AGENT)

The Child Survival Project Authorization and the grantee's proposal are attached.

21. SUMMARY OF ATTACHMENTS ACCOMPANY THE PIO/T (INDICATE ATTACHMENT NUMBER IN BLANK)

- I DETAILED BUDGET IN SUPPORT OF INCREASED FUNDING (BLOCK 12)
- _____ EVALUATION CRITERIA FOR COMPETITIVE PROCUREMENT (BLOCK 14)
- _____ JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT (BLOCK 14)
- II STATEMENT OF WORK (BLOCK 18)
- _____ WAIVER(S) (BLOCK 19) (SPECIFY NUMBER)

AID 1350-1 (10-79)	1. Cooperating Country Centrally Funded	2. PIO/T No. 5384688	Page 3 of Pages
PIO/T	4. Project/Activity No. and Title 938-0514 PLAN Child Survival Grant		

22. Relationship of Contractor or Participating Agency to Cooperating Country and to AID

A. Relationships and Responsibilities The PLAN contact is Ken Phillips (401) 738-5605

B. Cooperating Country Liaison Official

C. AID Liaison Officials The FVA/PVC project officer is: John Grant (235-3494).

LOGISTIC SUPPORT

23. Provisions for Logistic Support

A. Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain below in C. "Comments")	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER
	AID	COOPERATING COUNTRY	AID	COOPERATING COUNTRY	
(1) Office Space					
(2) Office Equipment					
(3) Housing and Utilities					
(4) Furniture					
(5) Household Equipment (Stoves, Refrig., etc.)					
(6) Transportation in Cooperating Country					
(7) Transportation To and From Country					
(8) Interpreter Services/Secretarial					
(9) Medical Facilities					
(10) Vehicles (official)					
(11) Travel Arrangements/Tickets					
(12)					
(13)					
(14)					
(15)					

B. Additional Facilities Available From Other Sources

- APO/FPO
- PX
- COMMISSARY
- OTHER (Specify, e.g., duty free entry, tax exemption)

BUDGET SUMMARY SHEET

CATEGORY	HEADQUARTERS	JACMEL, HAITI	TOTAL	OF WHICH AID GRANT (\$)
PERSONNEL & FRINGE	\$ 0	\$120	\$ 120	\$ 90
CONSULTANTS	0	25	25	25
TRAVEL	0	12	12	0
TRAINING	0	84	84	72
EQUIPMENT	0	53	53	17
SUPPLIES	0	119	119	47
OTHER DIRECT COSTS	0	404	404	180
OVERHEAD (27% AUDITED RATE)	220.49		220.49	43
TOTALS	\$220.49	\$817	\$1,037.49	\$474

ALL FIGURES IN \$000

PROJECT DETAIL BUDGET

Jacmel, Haiti

Estimated Expenses by Year: Year 1 30% of total
 Year 2 33%
 Year 3 37%

CATEGORY	BUDGET			PROJECTED % BREAKDOWN BY INTERVENTION					
	AID	PVO \$ Cash	TOTAL	ORT	IMMUNIZATION	HEALTH EDUCATION	DISEASE CONTROL	NUTRITION	CHILD SPACING
Personnel & Fringe	\$ 90	\$ 30	\$ 120	20%	20%	30%	10%	15%	5%
Consultants	25	0	25	20	20	30	10	15	5
Travel	0	12	12	20	20	30	10	15	5
Training	72	12	84	25	5	35	10	15	10
Equipment	17	36	53	20	20	30	10	15	5
Supplies	47	72	119	30	30	20	15	5	0
Other Direct Costs	180	224	404	15	15	35	10	20	5
Overhead	43	159.49	202.49	20	20	30	10	15	5
TOTALS	\$474	\$563.49	\$1,037.49	20%	20%	30%	10%	15%	5%

ALL FIGURES IN \$000

22

FOSTER PARENTS PLAN
CHILD SURVIVAL PROJECT - JACMEL - HAITI

First Year Budget

	<u>Amount</u>
1. Preschool support	\$55,000
2. Vehicle	17,000
3. Vehicle Related Costs	4,000
4. Administrator	15,000
5. Facility Improvement for Preschools	12,000
6. Child Growth Monitoring (Scales)	2,000
7. Social Workers Training	2,000
8. Health Promotion Materials	16,000
9. Nutritional Rehabilitation	8,000
222 children at \$36 for 90 days or	
333 children at \$24 for 90 days or	
177 children at \$45 for 90 days	
10. Consultant fee (International level/ Oct/Feb/June trips for 2 weeks per trip, giving a total of 42 days x \$200 plus \$1,200 plane fare)	9,600
11. Overhead costs	<u>14,060</u>
	\$154,660