

9/9/88

CONTRACT/AGREEMENT DATA SHEET

1. M/SER/AAM/A/SUP Action Monitor

2. Date PIO/T Received in M/SER/AAM/A/SUP

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

1. Contract/Agreement/Number

HSH-1377-G-55-8009-00

PDR/P736

4. Contractor/Recipient Name

The MOTHER + BABY HOSPITAL, INC.

5. Contractor Acronym

6. Project Title

MOTHER AND BABY HOSPITAL

7. Project Number

ASHA #457

8. Project Officer's Name

Lee H. NUTSON

9. Bureau or USAID Symbol

FVA/ASHA

10. PIO/T Number

21. Budget Plan Code

11. TYPE OF ACTION

A. New Acquisition/Assistance

A

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

22. Country or Region of Performance

ISRAEL

23. A. This Action Increases or Decreases TEC by

\$ \_\_\_\_\_

B. Total Estimated Cost of Contractual Document

\$ \_\_\_\_\_

24. Amount of Non-Federal Funds Pledged to the Project

CFPR or FAR

12. Amount of this PIO/T

U.S. \$ \_\_\_\_\_

25. Effective Date of this Action

6, 30, 88

13. Amount  Obligated  Subobligated  Deobligated by this Contract or Amendment

U.S. \$ 1,350,000

26. Estimated Completion/Expiration Date

12, 31, 89

14. Cumulative Obligation (Life of Contract)

U.S. \$ 1,350,000

27. Contractor DUNS Number

15. This Action Funded Through

12, 31, 89

ENTERED

16. Date Contractual Documents Signed by AID Official

7, 5, 88

STEP 2

28. Consultant Type Award

YES

NO

17. Incrementally Funded Contracts

YES

NO

COOPS Section

29. Number of Person Months (PASA/RSSA only)

18. Host Country/Counterpart Institution (University Contracts)

30. Number of Persons (PASA/RSSA only)

19. Campus Coordinator (University Contracts)

31. CONTRACT TYPE

A. Fixed Price (specify:  FFP

FPRD  FPEPA  FPI

B. Cost Reimbursement

(specify:  CR  CPFF

CS  CPAF  CPIF)

C. IQC and Requirements Contracts

D. Grant/CA/PASA/RSSA

E. Contracts with Individuals

D

20. ADVANCE

A. No Advance

B. Advance Non-FRLC

C. Advance FRLC

B

32. Negotiator's Typed Name

33. Negotiator's Signature

34. Date Signed

35. Contract/Grant Officer's Organization Symbol

FVA/ASHA

36. Contract/Grant Officer's Signature

37. Date Signed

38. SUBJECT TO STATUTORY REQUIREMENT

- A. Walsh-Healey Act, Manufacturer\*
- B. Walsh-Healey Act, Regular Dealer\*
- C. Service Contract Act  
*(U.S. ONLY - Guards, Maintenance, Laborers)*
- D. Davis-Bacon Act *(Construction)*
- E. Not subject to Walsh-Bacon Act  
*(Most AID Contracts)*

X

\*Equipment, Supplies, Materials, and Commodities

39. Country of Manufacture

X

40. CURRENCY INDICATOR

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

41. SUBCONTRACTS

Is there a provision for a subcontract? *(Contracts only)*

- YES
- NO

X

42. TYPE OF 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

D

43. CONTRACT/AGREEMENT SOURCE

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

44. TYPE OF AMERICAN OWNERSHIP  
*(U.S. Persons or Firms Only)*

- Minority
- A. Asian/Pacific Islander
- B. Black American
- C. American Aleuts or Eskimos
- D. American Indian
- E. Hispanic
- G. Non-Minority

45. METHOD OF SOLICITATION

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

X

46. LABOR SURPLUS AREA PREFERENCE

Labor Surplus Area

- A. No Preference
- B. Tie Bid Preference
- C. Total Set Aside

D. Not Labor Surplus Area Preference Award

X

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'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?

- YES
- NO

49. TYPE OF AWARD

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

50. Paying Office:

Payment will be made by

AID/MISSION OR AMERICAN EMBASSY

51. SYNOPSIS PRIOR TO AWARD

- A. Synopsized prior to awards
- B. Not synopsized due to emergency
- C. Not synopsized for other reasons

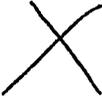
52. COMPETITIVE SOLICITATION PROCEDURES

- A. Normal full and 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 and open competition
  - M. Small Purchases
  - N. B(a) Program
  - P. Otherwise authorized by statute
- \*If, 'A', block 57 must be completed*



53. NUMBER OF OFFERORS

- 1. Only one offeror
- 2. More than one offeror



54. APPLICABILITY OF COMPETITION IN CONTRACT ACT (CICA)

- 1. Pre-CICA
- 2. Post-CICA



55. 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
- \*If 'M', block 56 must be completed*



56. SPECIAL AUTHORITY FOR NON-COMPETITIVE ACTIONS  
(Impairment of Foreign AID Programs) Authorized Under AIDAR  
Sec. 706.302.70(b)(3)

- 1. PSC's Awarded Under Sec. 636(a)(3)
- 2. An Award of \$100,000 or Less by an Overseas Contracting Activity
- 3. Written Determination by Assistant Administrator or Administrator
- 4. None of the above.



57. SPECIAL SELECTION PROCEDURES

- 1. University Selection Procedures
- 2. Collaborative Assistance Procedures
- 3. None of the above



GRANT  
BY THE  
UNITED STATES OF AMERICA  
TO  
THE MOTHER AND BABY HOSPITAL, INC.  
FOR  
MOTHER AND BABY HOSPITAL

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.") hereby makes a grant of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) to the Mother and Baby Hospital, Inc., (hereinafter referred to as "Grantee") to be used solely for the benefit of the Mother and Baby Hospital, located in Jerusalem, Israel, in accordance with and subject to the terms and conditions set forth in the Appendices attached and made part of this grant, as follows:

Appendix A (Special Provisions), and Appendix B (General Provisions: (2) Procurement of Construction Services, (3) Procurement of Commodities, (5a) Disbursement Procedures for Actual and Accrued Expenses, (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of this grant and ending December 31, 1989.

**FUNDS AVAILABLE**  
*Gloria Gray*  
**JUN 30 1988**  
o/c 4190  
Program Acctg Fin Division  
Office of Financial Management

Agency for International Development

By: *[Signature]*  
Director, Office of American  
Schools and Hospitals Abroad

**JUL - 5 1988**

Date: \_\_\_\_\_

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

The Mother and Baby Hospital, Inc.  
1362 East 21st Street  
Brooklyn, New York 11210

BY: *[Signature]*  
Title: *Vice President*

HSH-1377-G-SS-8009-00  
Grant No. A.I.D./ASHA #457  
Project No. 938-1377-8389007  
Allotment No. 894-38-099-00-84-81  
Appropriation No. 72-1181013  
Budget Plan Code EASA88-13890-KG-II

*ASHA*

APPENDIX A  
SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

1. Under Section 214 of the Foreign Assistance Act of 1961, as amended, the United States Government is authorized to provide assistance to hospital centers for medical education and research outside the United States, founded or sponsored by United States citizens.
2. The Grantee, a non-profit corporation established under the laws of the State of New York, has sponsored the Mother and Baby Hospital since 1982.
3. The Hospital specializes in the treatment of mental and physical complications of young mothers and their babies. The institution is also planning to train nurses and interns in the concepts of post-natal and home care as well as conduct research on post-natal complications.
4. In Fiscal Year 1986, A.I.D. granted \$1.25 million for the construction of new facilities which, in part, have been completed and occupied.
5. For Fiscal Year 1988, Grantee has requested an additional \$2.5 million in assistance to construct and equip of a new facility to care for mothers and their babies. A.I.D. has determined that \$1,250,000 should be provided for this purpose.

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ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A.I.D. in writing, the \$1,250,000 provided herein shall be expended only for the following:

Procurement of construction services and commodities to help construct and equip a medical facility for mothers and babies totalling approximately 5,000 square meters. Commodity-related costs for shipping, insurance and installation are chargeable to the grant.

ARTICLE III - OTHER SPECIAL PROVISIONS

1. Reporting of Grant Funds Converted to Local Currency

a. Verification of Prevailing Dollar Exchange Rate

Within 30 days after the signing of the grant and prior to disbursement of funds, Grantee will notify A.I.D. of the legal dollar exchange rate on the date the grant was signed.

(U.S. \$1.00 = \_\_\_\_\_)

b. Local Currency Budget

Prior to disbursement of any funds for activities authorized in Article II that require the conversion of grant funds into local currency, Grantee will submit to A.I.D. a local currency budget. This budget will show total dollar amounts authorized for each item and the equivalent in local currency based upon the dollar exchange on the date of submission. For each dollar amount converted grantee must report currency transactions and their use pursuant to l.c. below.

c. Conversion of Dollars to Local Currency

In addition to the requirements of the grant's General Provisions B(5b), paragraph D and l.a., above, grantee must insure that accurate records are maintained on all currency conversions

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involving grant funds. These records, which are to be submitted to A.I.D. with each quarterly progress report, must include the following: (1) the date of the currency transaction and the exchange rate used at the time of conversion, (2) the amount of grant funds converted and local currency received and (3) the purpose for which the local currency has been or is being used.

d. A.I.D. Approval

In the event funds excess to those needed to achieve the purposes of Article II become available, either as a result of currency exchange transactions or from unexpected savings in construction or procurement, Grantee must seek prior A.I.D. approval for the use of such funds.

2. Prohibition Regarding Foreign Taxes

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

3. Periodic External Audit

Grantee should give special attention to Appendix B(6), Section B of the General Provisions. This section has been amended to establish standards for periodic audits of Grantee's and the overseas institution's records and books of account and the submission of audited statements to A.I.D.

4. Additional Costs

Grantee agrees that funds in excess of those provided by this grant and necessary to complete the project will be from sources other than the Government of the United States of America.

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5. Self-Evaluation Following Completion of Project

Within 12 to 15 months following completion of the project funded in Article II, above, Grantee shall evaluate and submit two copies of a report to A.I.D. on its impact. The report should address all or a majority of the following to show how the assistance has increased the institution's ability to

- a. transfer capabilities that promote economic and social development,
- b. adapt American educational and/or medical practices to the area served and promote innovative approaches to problem solving,
- c. train independent thinkers and promote free inquiry,
- d. educate a cadre of citizens with individual initiative including those who can communicate, share values and work with Americans in business, government, the sciences and other mutually beneficial endeavors,
- e. serve as a model for replication,
- f. increase understanding between the people of the United States and the area served, and
- g. promote a favorable image of the United States.

The report should not exceed four pages. However, materials may be attached as appropriate to illustrate and support statements in the report. (NOTE: This requirement is in addition to the progress and financial reports required by the General Provisions.)

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PROCUREMENT OF CONSTRUCTION SERVICES

A. General

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

B. Place of Procurement

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

C. Method of Procurement

1. Selection of Firms to Bid

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

2. AID Approval Prior to Bidding

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

**BEST AVAILABLE DOCUMENT**

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

3. AID Approval Prior to Construction

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

D. Marking Requirements

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

## PROCUREMENT OF COMMODITIES

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

A. Place of Procurement

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

1. Procurement in the United States

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

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

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

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

B. U.S. Carriers

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

C. Quotations and Bids

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

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

D. Proprietary Procurement

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

E. Notification to AID

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



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

F. AID Financed Export Opportunities Bulletin

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

G. Marking Requirements

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

H. Procurement Documentation

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

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DISBURSEMENT PROCEDURES

Disbursement for Actual and Accrued Expenses

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

A. Disbursement Terms

1. Disbursement for Actual and Accrued Costs

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

2. Accrued Costs

Any accrual of costs by the Grantee for which disbursement is requested pursuant to paragraph B, below, shall be undertaken in accordance with the following guidelines. Accruing costs permits Grantee to request disbursement for expenses incurred for a given period although such expenses may not have been actually paid in cash. As applicable, costs of professional services and/or construction services shall be considered to accrue as a contractor performs his work and materials are delivered to the work site, irrespective of whether the contractor has submitted his bill for such services and/or materials. Accordingly, the cost of work performed and/or materials delivered may be estimated and Grantee may request disbursement by AID for such accrued costs. Any "first payment" provision or construction "start-up costs" provided for in a contract, and within the authorized expenditures of the grant, shall be considered to accrue upon AID's approval of the contract.

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Expenditures for commodities, including books and periodicals, shall be considered to accrue upon delivery of the commodities, or receipt of the bill, whichever is earliest. For commodities procured in the United States, delivery occurs when Grantee, or Grantee's contractor, takes title, typically in the U.S. when the commodities are delivered for shipment overseas.

3. Conversion of Dollars to Local Currency

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

4. Restriction on Interest

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

5. Records of Grant Financed Expenditures

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

B. Method of Disbursement

1. Requesting Payment

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

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

3. Voucher

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

4. Expenditure Report

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

Expenditure Report

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

5. Certification

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

6. Final Payment

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

7. Additional Documentation

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



QUARTERLY REPORT OF GRANT EXPENDITURES \*

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

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

Report Period \_\_\_\_\_  
month & year

DESCRIPTION	REPORTING	TOTAL GRANT EXPENDITURES
Construction		
Equipment and Supplies		
Scholarships		
Other (salaries, allowances, travel, etc.)		
Total		

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

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

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ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

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

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

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

1. Quarterly Report of Grant Expenditures\*

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

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

2. Quarterly Progress Report on Capital Improvements

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

a. Construction Progress

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

b. Commodity Procurement

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

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

3. Annual Institutional Report

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

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B. Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principals, covering financial details applicable to the grant. A.I.D. and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee and Subgrantees; (1) for at least three years after the date of the last disbursement by A.I.D.; (2) for a longer period, if necessary, to complete an audit that resolves all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. A.I.D. follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by A.I.D. with respect to any questions arising as a result of the audit; and (3) if any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all activities involving the records have been resolved. Grantees shall also provide for the following:

1. External Audit by Qualified Individuals

Examinations in the form of audits shall be made by qualified individuals i.e., (Certified Public Accountants or equivalent) that are sufficiently independent of those that authorize the expenditure of A.I.D. funds, to produce unbiased opinions, conclusions, or judgments. In all matters relating to the audit work, the auditing organization and the individual auditors must be free from personal or external impairments to independence and must be organizationally independent.

These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the grant. It is not intended that each grant awarded to the grantee be examined. Generally, examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the A.I.D. grant. Such tests would include an appropriate sampling of Federal grants and agreements. Examinations will be conducted on a continuing basis, usually annually, but not less frequently than every two years. The frequency of these examinations shall depend upon the nature, size, and the complexity of the activity. These grantee self-examinations do not relieve A.I.D. of its audit responsibilities, but may affect the frequency and scope of such audits.

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Two copies of the audit report shall be furnished to A.I.D.'s Office of American Schools and Hospitals Abroad, Agency for International Development, Washington, D.C. 20523 one of which will be forwarded to the Agency's Regional Inspector General for Audit in Washington.

2. Resolution of Audit Findings and Recommendations

Grantee shall ensure that a systematic method is established for timely and appropriate resolution of audit findings and recommendations.

C. Reimbursement to A.I.D.

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

2. If the failure of Grantee to comply with any of its obligations under this agreement has the result that goods or services financed under the grant are not used effectively in accordance with this agreement, A.I.D. may require the Grantee to refund all or any part of the amount of the disbursements under this agreement for such goods or services in U.S. Dollars to A.I.D. within sixty (60) days after receipt of request therefore.

3. The right under subsection (1.) or (2.) to require a refund of a disbursement will continue, notwithstanding any other provision of this agreement, for three years from the date of the last disbursement under this agreement.

4. (a) Any refund under subsection (1.) or (2.), or (b) any refund to A.I.D. from a contractor, supplier, bank or other third part with respect to goods or services financed under the grant, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (i.) be made available first for the cost of goods and services required for the project, to the extent justified, and (ii.) the remainder, if any, will be applied to reduce the amount of the grant.

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D. Non-Liability

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

E. Equal Opportunity

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

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

F. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this grant upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, A.I.D. shall have the right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

G. Officials Not to Benefit

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

H. Termination

A.I.D. may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has made in accordance with

the provisions of this grant. Grantee shall refund to A.I.D. any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A.I.D. within ninety (90) days after the termination of this grant. In addition, upon such termination A.I.D. may, at A.I.D.'s expense, direct that title to goods financed under the grant be transferred to A.I.D. if the goods are from a source outside the country in which Grantee's institution is located, are in a deliverable state and have not been off loaded in ports of entry of the country in which Grantee's institution is located.

I. Notices

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

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

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

J. Subordinate Agreements

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

K. Title to and Use of Property

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

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

# FINANCIAL STATUS REPORT

(Follow instructions on the back)

<b>3. RECIPIENT ORGANIZATION</b> (Name and complete address, including ZIP code)		<b>4. EMPLOYER IDENTIFICATION NUMBER</b>		<b>5. RECIPIENT ACCOUNT NUMBER OR IDENTIFYING NUMBER</b>		<b>2. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER</b>		OMB Approved No 80-RO180		PAGE OF					
						PAGES									
<b>10. PROGRAMS/FUNCTIONS/ACTIVITIES</b> ▶		<b>A. PROJECT/GRANT PERIOD</b> (See instructions) FROM (Month, day, year) TO (Month, day, year)		<b>6. FINAL REPORT</b> YES NO		<b>7. BASIS</b> CASH ACCRUAL		<b>9. PERIOD COVERED BY THIS REPORT</b> FROM (Month, day, year) TO (Month, day, year)							
		<b>STATUS OF FUNDS</b>		(a)		(b)		(c)		(d)		(e)		(f)	
a. Net outlays previously reported		\$		\$		\$		\$		\$		\$		\$	
b. Total outlays this report period		\$		\$		\$		\$		\$		\$		\$	
c. Less: Program income credits		\$		\$		\$		\$		\$		\$		\$	
d. Net outlays this report period (Line b minus line c)		\$		\$		\$		\$		\$		\$		\$	
e. Net outlays to date (Line a plus line d)		\$		\$		\$		\$		\$		\$		\$	
f. Less: Non Federal share of outlays		\$		\$		\$		\$		\$		\$		\$	
g. Total Federal share of outlays (Line e minus line f)		\$		\$		\$		\$		\$		\$		\$	
h. Total unliquidated obligations		\$		\$		\$		\$		\$		\$		\$	
i. Less: Non Federal share of unliquidated obligations shown on line h		\$		\$		\$		\$		\$		\$		\$	
j. Federal share of unliquidated obligations		\$		\$		\$		\$		\$		\$		\$	
k. Total Federal share of outlays and unliquidated obligations		\$		\$		\$		\$		\$		\$		\$	
l. Total cumulative amount of Federal funds authorized		\$		\$		\$		\$		\$		\$		\$	
m. Unobligated balance of Federal funds		\$		\$		\$		\$		\$		\$		\$	
<b>11. INDIRECT EXPENSE</b>		a. TYPE OF RATE (Place "A" in appropriate box)		b. RATE		c. BASE		d. TOTAL AMOUNT		e. FEDERAL SHARE		<b>11. CERTIFICATION</b> I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.			
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE REPORT SUBMITTED		TYPED OR PRINTED NAME AND TITLE		TELEPHONE (Area code, number and extension)		<b>12. REMARKS:</b> Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.							



## INSTRUCTIONS

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

- | Entry  | Entry  |
|--|--|
| <p>4. Enter the employer identification number assigned by the U.S. Internal Revenue Service or FICE institution code, if required by the Federal sponsoring agency.</p> <p>5. This space is reserved for an account number or other identifying numbers that may be assigned by the recipient.</p> <p>6. Enter the month, day, and year of the beginning and ending of this project period. For formula grants that are not awarded on a project basis, show the grant period.</p> <p>10. The purpose of vertical columns (a) through (f) is to provide financial data for each program, function, and activity in the budget as approved by the Federal sponsoring agency. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the totals of all programs, functions or activities should be shown in column (g) of the first page. For agreements pertaining to several Catalog of Federal Domestic Assistance programs that do not require a further functional or activity classification breakdown, enter under columns (a) through (f) the title of the program. For grants or other assistance agreements containing multiple programs where one or more programs require a further breakdown by function or activity, use a separate form for each program showing the applicable functions or activities in the separate columns. For grants or other assistance agreements containing several functions or activities which are funded from several programs, prepare a separate form for each activity or function when requested by the Federal sponsoring agency.</p> <p>10a. Enter the net outlay. This amount should be the same as the amount reported in Line 10e of the last report. If there has been an adjustment to the amount shown previously, please attach explanation. Show zero if this is the initial report.</p> <p>10b. Enter the total gross program outlays (less rebates, refunds, and other discounts) for this report period including disbursements of cash realized as program income. For reports that are prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contractors, subgrantees, and other payees.</p> | <p>10c. Enter the amount of all program income realized in this period that is required by the terms and conditions of the Federal award to be deducted from total project costs. For reports prepared on a cash basis, enter the amount of cash income received during the reporting period. For reports prepared on an accrual basis, enter the amount of income earned since the beginning of the reporting period. When the terms or conditions allow program income to be added to the total award, explain in remarks, the source, amount and disposition of the income.</p> <p>10f. Enter amount pertaining to the non-Federal share of program outlays included in the amount on line e.</p> <p>10h. Enter total amount of unliquidated obligations for this project or program, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations are:<br/>                     Cash basis—obligations incurred but not paid<br/>                     Accrued expenditure basis—obligations incurred but for which an outlay has not been recorded<br/>                     Do not include any amounts that have been included on lines a through g. On the final report, line h should have a zero balance.<br/>                     Enter the Federal share of unliquidated obligations shown on line h. The amount shown on this line should be the difference between the amounts on lines h and i.</p> <p>10j. Enter the sum of the amounts shown on lines g and j. If the report is final the report should not contain any unliquidated obligations.</p> <p>10m. Enter the unobligated balance of Federal funds. This amount should be the difference between lines k and l.</p> <p>11b. Enter rate in effect during the reporting period.</p> <p>11c. Enter amount of the base to which the rate was applied.</p> <p>11d. Enter total amount of indirect cost charged during the report period.</p> <p>11e. Enter amount of the Federal share charged during the report period.<br/>                     If more than one rate was applied during the project period, include a separate schedule showing bases against which the indirect cost rates were applied, the respective indirect rates the month, day, and year the indirect rates were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.</p> |