

9/12/88

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-1381-G-SS-8027-00

4. Contractor/Recipient Name

UNIVERSIDAD DE LAS AMERICAS INC

5. Contractor Acronym

6. Project Title

UNIVERSITY OF THE AMERICAS

7. Project Number

ASAA# 475

8. Project Officer's Name

Lee Knutson

9. Bureau or USAID Symbol

FVA/ASAA

10. PIO/T Number

21. Budget Plan Code

11. TYPE OF ACTION

A. New Acquisition/Assistance

B. Amendment/Modification

1. New/Revised Scope

2. Funded Extension

3. No Cost Extension

4. Transfer of action from AID/W to Mission/Mission to AID/W

5. Incremental Funding

6. Overhead Rate Adjustment

7. Contract Closeout

8. Other

A

22. Country or Region of Performance

MEXICO

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

C.FPR or FAR

12. Amount of this PIO/T

U.S. \$ _____

25. Effective Date of this Action

8, 3, 88

13. Amount Obligated Subobligated Deobligated by this Contract or Amendment

U.S. \$ 800,000

26. Estimated Completion/Expiration Date

12, 31, 90

14. Cumulative Obligation (Life of Contract)

U.S. \$ 800,000

27. Contractor DUNS Number

15. This Action Funded Through

12, 31, 90

28. Consultant Type Award

YES

NO

16. Date Contractual Documents Signed by AID Official

8, 3, 88

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

17. Incrementally Funded Contracts

YES

NO

30. Number of Persons (PASA/RSSA only)

18. Host Country/Counterpart Institution (University Contracts)

19. Campus Coordinator (University Contracts)

20. ADVANCE

A. No Advance

B. Advance Non-FRLC

C. Advance FRLC

B

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

ENTERED
COORS Section

32. Negotiator's Typed Name

33. Negotiator's Signature

34. Date Signed

35. Contract/Grant Officer's Organization Symbol

FVA/ASAA

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

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 a 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/W

u

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. 8(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. Uncommitted 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 'N', 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

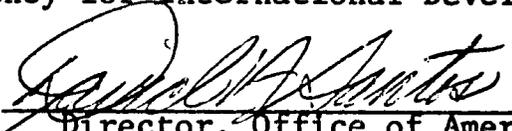
TO
UNIVERSIDAD DE LAS AMERICAS, INC.

FOR
UNIVERSIDAD DE LAS AMERICAS, MEXICO
(UNIVERSITY OF THE AMERICAS, MEXICO)

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 Eight Hundred Thousand Dollars (\$800,000) to the Universidad de Las Americas, Inc. (hereinafter referred to as "Grantee") to be used solely for the benefit of the Universidad de Las Americas located in Mexico City, Mexico, 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): (1) Procurement of Professional Services, (2) Procurement of Construction Services, (3) Procurement of Commodities, (5b) Disbursement Procedures for Periodic Advances, (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, 1990.

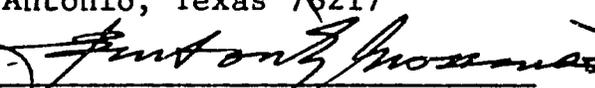
Agency for International Development

By: 
Director, Office of American
Schools and Hospitals Abroad

Date: AUG 3 1988

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

Universidad de Las Americas, Inc.
c/o Intercon Bank
Ms. Evelyn Lewis, Exec. Assistant
2455 N.E. Loop, 410, Suite 100
San Antonio, Texas 78217

BY: 
Dr. Burton F. Grossman
Title: President

HSB-1381-G-SS-8027-00
Grant No. A.I.D./ASHA #475
Project No. 938-1381-8389025
Allotment No. 894-38-099-00-84-81
Appropriation No. 72-1181013
Budget Plan Code EASA88-13890-KGII

APPENDIX A
SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

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

2. The Grantee, a non-profit corporation established under the laws of Delaware in 1969, sponsors the University of the Americas, Mexico City. The University, established by U.S. citizens in 1940, is a private, coeducational, non-profit institution accredited in Mexico and by the Southern Association of Colleges and Schools in the United States. The University has reaffirmed its commitment to bi-cultural and bi-lingual education which combines the professional training system of Mexico with the liberal arts tradition of the United States.

3. The University requires degree earning students to complete a core of courses comparing the Latin and Anglo-Saxon cultures of the Western Hemisphere. The bachelors and masters degree are offered in business administration, education, economics, psychology and Latin American studies. The University enrolls about 1,050 students, the majority of whom are Mexican. Students are also enrolled from 22 other countries.

4. For Fiscal Year 1988, Grantee is requesting assistance with construction and equipping of a third floor addition to the library/resource center. A.I.D. has determined that \$800,000 should be provided for this purpose on a cost sharing basis.

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II. ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise provided by A.I.D. in writing, the \$800,000 provided by this grant shall be expended only for the following:

Procurement of architectural and engineering services, construction services and commodities to construct and equip a third floor addition to the library/resource center, totaling approximately 900 square meters. The additional floor will house a paper and microfilm-microfiche library, computer data banks, laboratories, audio visual facilities for students and faculty and office space for faculty. The funds provided herein and those provided in FY 1987 will help construct a three-story library/resource center totaling approximately 3640 square meters, including approximately 900 square meters of underground parking. Prior to disbursement of funds for procurement of equipment, grantee will submit to A.I.D. a list and estimated cost of the items to be procured. Commodity-related services for shipping, insurance and installation may be charged to the grant.

ARTICLE III - OTHER SPECIAL CONDITIONS

1. Additional Costs -- Grantee agrees that costs in addition to those provided by this grant and the \$700,000 provided in 1987, necessary to complete the facility described in Article II above, will be met with funds raised by the grantee and university from sources other than the Government of the United States and that records exist in the Grantee's files to document receipt of the contributions.

2. 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 = _____)

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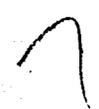
b. Local Currency Budget

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 2.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 2.a. above, Grantee must insure that accurate records are maintained on all currency conversions 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.

3. 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 Mexico for this project.



4. 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.

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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BEST AVAILABLE DOCUMENT

Appendix B (1)
General Provisions

PROCUREMENT OF PROFESSIONAL SERVICES

A. Definition; Place of Procurement

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

B. Method of Procurement

1. Selection of Professional Services Firm

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

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

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

2. Qualifications and Contract

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

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Procurement of Professional Services

- 2 -

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

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

BEST AVAILABLE DOCUMENT

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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.

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PROCUREMENT OF COMMODITIES

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

A. Place of Procurement

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

1. Procurement in the United States

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

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

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

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

B. U.S. Carriers

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

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

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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

Periodic or Prescheduled Advances

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

A. Procedures for Requesting Disbursement

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

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

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

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

B. Financial Reporting Requirements

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

C. Special Bank Account

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

D. Conversion of Dollars to Local Currency

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

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

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E. Restriction on Interest

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

F. Additional Documentation

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

REQUEST FOR ADVANCE OR REIMBURSEMENT

Approved by Office of Management and Budget, No. 80-RO183 PAGE OF PAGES

(See instructions on back)

| | | | |
|--|--|--|--|
| 3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED 6. EMPLOYER IDENTIFICATION NUMBER | | 1. TYPE OF PAYMENT REQUESTED a. "X" one, or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL <input type="checkbox"/> ACCRUAL | |
| 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER | | 2. BASIS OF REQUEST <input type="checkbox"/> CASH 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY | |
| 8. RECIPIENT ORGANIZATION Name : _____ Number and Street : _____ City, State and ZIP Code : _____ | | 5. PERIOD COVERED BY THIS REQUEST FROM (month, day, year) _____ TO (month, day, year) _____ 9. PAYEE (Where check is to be sent if different than line 8) Name : _____ Number and Street : _____ City, State and ZIP Code : _____ | |

| 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED | | | | |
|--|-----------|-----|-----|-------|
| PROGRAMS/FUNCTIONS/ACTIVITIES ▶ | (a) | (b) | (c) | TOTAL |
| a. Total program outlays to date <i>(As of date)</i> | \$ | \$ | \$ | \$ |
| b. Less: Cumulative program income | | | | |
| c. Net program outlays <i>(Line a minus line b)</i> | | | | |
| d. Estimated net cash outlays for advance period | | | | |
| e. Total <i>(Sum of lines c & d)</i> | | | | |
| f. Non-Federal share of amount on line e | | | | |
| g. Federal share of amount on line e | | | | |
| h. Federal payments previously requested | | | | |
| i. Federal share now requested <i>(Line g minus line h)</i> | | | | |
| j. Advances required by month, when requested by Federal grantor agency for use in making pre-scheduled advances | 1st month | | | |
| | 2nd month | | | |
| | 3rd month | | | |

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

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

This space for agency use

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INSTRUCTIONS

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

| Item | Entry | Item | Entry |
|---|--|------|---|
| 2 | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. | | use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 4 | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a | Enter in "as of date", the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6 | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. | | |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. | | |
| 8 | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. | 11b | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| <p>Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.</p> | | 11d | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 1. | The purpose of the vertical columns (a), (b), and (c), is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, | 13 | Complete the certification before submitting this request. |

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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.

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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:

| Description and Amount of Commodities Procured | Price | Number of Quotations/ Bids* | Lowest Price (yes/no) | Place of Purchase (U.S., Local Country) |
|---|-------|-----------------------------------|--------------------------|--|
|---|-------|-----------------------------------|--------------------------|--|

* 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.

5. 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.

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.

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FINANCIAL STATUS REPORT

(Follow instructions on the back)

1. RECIPIENT ORGANIZATION (Name and complete address, including ZIP code)

2. FEDERAL AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH REPORT IS SUBMITTED

3. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER

4. EMPLOYER IDENTIFICATION NUMBER

5. RECIPIENT ACCOUNT NUMBER OR IDENTIFYING NUMBER

6. FINAL REPORT YES NO

7. BASIS CASH ACCRUAL

8. OMB Approved No 80-RO180

9. PAGE OF

10. PROJECT/GRANT PERIOD (See instructions)
FROM (Month, day, year) TO (Month, day, year)

11. PERIOD COVERED BY THIS REPORT
FROM (Month, day, year) TO (Month, day, year)

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

| 11. INDIRECT EXPENSE | TYPE OF RATE (Place "X" in appropriate box) | | PROVISIONAL | PREDETERMINED | FINAL | FIXED | 12. CERTIFICATION |
|----------------------|---|---------|-------------|---------------|-------|-------|--|
| | a. RATE | b. BASE | | | | | |
| | | | | | | | I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents. |
| | | | | | | | |

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE REPORT SUBMITTED

TYPED OR PRINTED NAME AND TITLE

TELEPHONE (Area code, number and extension)

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

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INSTRUCTIONS

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

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