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September 28, 1990

Mr. Wattanapong Santatiwat
Regional Director
East Asia Regional Office
World Vision International
582/18-22 Sukhumvit 63
Bangkok 10501, Thailand

Dear Mr. Wattanapong:

Cooperative Agreement No. 493-0370-A-00-0160-00

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby provides to the World Vision Relief & Development, Inc. (WVRD) (hereinafter referred to as "WVRD" or "Recipient"), under the terms of this agreement, the amount of \$860,000 (Eight hundred sixty thousand dollars only) to provide support for a two-year program entitled "Laos Prosthetics/Rehabilitation Project for the Disabled" as more fully described in Attachment 1 entitled "Schedule" to this cooperative agreement and Attachment 2 entitled "Program Description and WVRD Project Proposal".

This cooperative agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives through the estimated completion date of September 27, 1992. Funds disbursed by AID but uncommitted by the Recipient at the expiration of this period shall be refunded to A.I.D.

The total estimated amount of this cooperative agreement is \$860,000. AID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount. It is anticipated that the present obligated amount will be sufficient through the end of agreement.

This cooperative agreement is made to the Recipient on conditions that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled "Schedule", Attachment 2, entitled "Program Description and WVRD Project Proposal" and Attachment 3, entitled "Standard Provisions and Optional Standard Provisions" which have been agreed to by your organization. In the event there is a discrepancy or disagreement between the Standard Provision, the Program Description, the Schedule, and/or the WVRD Project Proposal, the Schedule shall prevail.

Please sign the original and five copies of this letter to acknowledge your receipt of the cooperative agreement and return the original and four copies to this Office. Keep one copy for your records.

Sincerely,



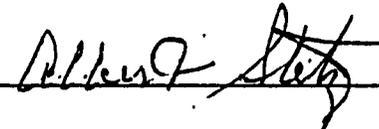
Neil C. Edin
Agreement Officer

Attachments:

1. Schedule
2. Program Description and WVRD Project Proposal
3. Standard Provisions and Optional Standard Provisions
4. Quarterly Report Format

ACKNOWLEDGED:

World Vision International

BY: 

TITLE: _____

DATE: Sept 28, 1990

Fiscal Data

PIO/T No.: 398-0370-3-00091

Project No.: 398-0370

Budget Plan Code: QDHA-90-27442-IG12 (048-60-442-00-69-01) \$10,000
QESO-90-27442-IG12 (070-60-442-00-69-01) \$850,000

Total Estimated Amount: \$860,000

Total Obligated Amount: \$860,000

IRS Employer Identification No.: 95-0059300

Letter of Credit No.: 72001466

Source Funding: USAID/Bangkok

Funds Available 

SCHEDULE

A. Purpose of Cooperative Agreement

The purpose of this cooperative agreement is to provide support for the Laos Prosthetic/Rehabilitation Project for the Disabled, as more specifically described in Attachment 2, entitled "Program Description and WVRD Project Proposal". This program description will be revised through a detailed Action Plan and revised budget to be submitted for USAID review/approval on or about December 15, 1990, after completion of the needs assessment.

B. Period of Agreement

1. The effective date of this agreement is September 28, 1990. The expiration date is September 27, 1992.

2. Funds obligated hereunder are available for program expenditures for the estimated period September 28, 1990 to September 27, 1992 as shown in the Budget Plan below.

C. Amount of Agreement and Payment

1. The total estimated amount of this agreement for the period shown in B.1. above is \$860,000.

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

D. Budget Plan

The following budget plan is summarized as follows and is provided as part of Attachment 1. Revisions to this plan shall be made in accordance with the Standard Provision entitled "Revision of Grant Budget". With the exception of overhead rate which is controlled by paragraph H below and provided the total obligated amount shown in paragraph C.1. above is not exceeded, the Recipient may make adjustments amount line items up to 15%.

	<u>U.S. \$</u> <u>Year 1</u>	<u>U.S. \$</u> <u>Year 2</u>	<u>Total</u>
A. NEEDS ASSESSMENT SURVEY	29,060		29,060
B. MEDICAL TRAINING	145,300	97,628	242,928
C. MEDICAL STUDENT TRAINING	12,000	10,000	22,000
D. PROVINCIAL REHABILITATION CLINICS	21,500	21,500	43,000
E. HANDICAPPED SKILL DEVELOPMENT	49,500	72,000	121,500
F. HAZARD AWARENESS EDUCATION	24,000		24,000
G. PROJECT MANAGEMENT	146,100	114,700	260,800
Subtotal line item A-G	427,460	315,828	743,288
H. OVERHEAD	<u>60,892</u>	<u>55,820</u>	<u>116,712</u>
GRAND TOTAL	<u>\$488,352</u> =====	<u>\$371,648</u> =====	<u>\$860,000</u> =====

E. Reporting

1. The Recipient will prepare and submit two copies each of detailed progress reports in English to the Private Sector Initiatives Division, USAID/Thailand, 37 Petchburi Soi 15, Petchburi Road, Bangkok 10400; to the American Embassy, Vientiane, Laos; and to Mr. Michael Feldstein, ENE/LCV, Agency for International Development (AID), Washington, D.C. 20523. Such reports will become due within 30 days following the 6th, 12th, 18th, and 24 month of the project, the latter constituting a comprehensive final report. Reports will describe the progress and problems related to those project activities set forth in the project proposal, following the recommended report format. (Attachment 4). The reporting of gender-segregated data on participants and beneficiaries of project activities is also required.

2. Financial reports (SF 269 and SF 272) submitted in connection with this cooperative agreement to FM/CMP/LC, AID/Washington shall be copies to USAID/Thailand concurrently. Also a financial report shall be submitted quarterly by budget line item in D. Show column for budget, expenses up to this period, expenses this period, and total expenses.

3. The Recipient shall submit to USAID the following annual reports within the noted number of days after the close of each Recipient's fiscal year:

- a. Annual audit financial statements (within 150 days).
- b. Current operational year budget, detailing sources of income, administrative expenses and program costs, including unaudited financial statements for World Vision International East Asia Regional Office for the operational (fiscal) year just ended, and a budget versus actual expenditures report for the preceding operational (fiscal) year just ended (within 45 days).

Following completion of the sixth month of the agreement period, and at six-month intervals, the Recipient shall submit an accounting of any expenditures for the non-USAID portion of the budget.

F. Evaluation

An evaluation report will be due within sixty days following the 24th month of the project (the terminal date of the project). The evaluation report will be in sufficient detail, including gender-segregated data, that A.I.D. can judge the effectiveness of the project, the efficiency of implementation, and the impact of project activities.

G. Audit

In the event that the independent audit reports on the Grantee or any sub-grantee or contractor, as provided for, and/or program reports, do not satisfy USAID's requirements as determined by the A.I.D. Inspector General (Audit), and the A.I.D. Inspector General chooses to make an on-site fiscal or program audit, the Grantee agrees to USAID taking reasonable steps to coordinate the scheduling and conduct of such audit with the Grantee in advance, and to providing unrestricted access to its books and records, as further described, and in accordance with, Mandatory Standard Provision 2.

H. Establishment of Indirect Cost Rate

Pursuant to the provisions of the Optional Standard Provision clause of this cooperative agreement entitled "Negotiated Indirect Cost Rate - Predetermined", a rate is established for the Grantee's accounting period as described below. Payments on account of allowable indirect costs shall be made on the basis of the following negotiated fixed rate applied to the base and for the period which are set forth below:

<u>Rate</u>	<u>Base</u>	<u>Period</u>
20.00%	Total Direct Cost excluding equipment and capital expenditures	From agreement effective date until rate is amended by amendment to this agreement

I. Authorized Geographic Code

Vehicle purchase and employment of employees must follow this Optional Standard Provision No. 6, page 4C-25 (b)(1)(i).

J. Pre-agreement Expenses

Expenses for consultation, travel, per diem and related expenses up to maximum \$16,000 are hereby authorized as pre-agreement expenses.

K. Substantive Involvement

AID shall be substantively involved in the review of initial survey findings and the development of a final workplan and revised budget. AID involvement will include attendance at the Survey Review Meeting anticipated to be held at the end of October, 1990, and at the option of AID, attendance at a subsequent workplan review meeting anticipated to be held at the end of November, 1990. (Meetings to be held in Vientiane or Bangkok; World Vision/Bangkok to notify as plans are finalized).

L. Special Provisions

The Standard Provisions to this Grant contained in Attachment 3 consist of Mandatory and Optional Standard Provisions for U.S., Non-Governmental Grantees, except for those deleted as indicated below:

2. Payment - Periodic Advance (November 1985)
3. Payment - Cost Reimbursement (November 1985)
10. Patent Right (November 1985)
17. Protection of the individual as a Research Subject (November 1985)
18. Care of Laboratory Animals (November 1985)
19. Government Furnished Excess Personal Property (November 1985)
21. Title to and Care of Property (U.S. Government Title)(November 1985)
22. Title to and Care of Property (Cooperating Country Title)(November 1985)
23. Cost Sharing (Matching)(November 1985)

**LAOS
PROSTHETICS/REHABILITATION
PROJECT FOR THE DISABLED**

**LAOS PROSTHETICS/REHABILITATION
PROJECT FOR THE DISABLED**

For Submission to USAID Bangkok

Prepared by:

**World Vision Relief & Development, Inc.
919 West Huntington Drive
Monrovia, CA 91016**

August 31, 1990

**LAOS PROSTHETICS/REHABILITATION PROJECT
FOR THE DISABLED
PROGRAM DESCRIPTION**

I. BACKGROUND AND PROBLEM STATEMENT

Throughout the years of conflict, and in the years since, many Laotians have been maimed by injuries due to civil strife and acts of war. Between 1964 and 1973 Laos suffered one of the most intensive U.S. bombing campaigns in history. Other Laotians have suffered from various diseases and traffic and industrial accidents. Due to the limited appropriate training, medical care, and facilities available in the country, these victims have received inadequate care and follow-up. Many of these victims continue to suffer unnecessarily from their various disabilities, and are therefore unable to productively contribute to the well-being of their families and/or their communities.

While there is general agreement that there is a problem, little has been done in a comprehensive way to obtain data which accurately depicts the total number of disabled/handicapped Laotians, or the severity and type of their injuries. The limited information which has been collected by the provincial authorities concludes that the number of handicapped/disabled people is quite large, and that most do not have access to prosthetic or other restorative care, physical therapy, or rehabilitation therapy which would enable them to have adequate mobility. In addition, they do not have access to skills training which could help them develop skills to become fulfilled, contributing members of their families and society as a whole.

The present estimate for Laos is that there are 148,000 disabled/handicapped persons scattered throughout the entire country. Most of them require some type of rehabilitation which they will not receive unless such services are improved and expanded. The number of disabled persons continues to grow as unexploded anti-personnel ordnance (land mines and bombs) are accidentally detonated by farmers who are working in their fields, and by children, while playing. Other types of accidents and injuries also cause the number of disabled to rise.

Most of the centers for initial treatment and continuing treatment of the disabled are located in Vientiane, the capital city, and a few provincial towns. There is a paucity of well-trained professionals, of adequate equipment, and of facilities to cover the entire country. Therefore, large numbers of injured people receive inadequate primary treatment, resulting in permanent disabilities. In addition, follow-up prosthetic and rehabilitation work is virtually unavailable for the handicapped/disabled victims who live outside these areas. The available services are for the most part limited to those individuals who can travel on their own to the government hospitals.

Various government and health officials of the Lao People's Democratic Republic (PDR) have expressed their concern and desire to have better medical care which will prevent treatable injuries from resulting in permanent disabilities. They also need better prosthetic and rehabilitative care in order to deal with disabled/handicapped victims. There is a tremendous need to strengthen the rehabilitation services' referral system for the handicapped. It is important to improve the existing training and provide additional appropriate training for Lao professionals. With proper physical and vocational rehabilitative care, the disabled of Laos can support themselves and their families. If this project is not carried out, the serious disability problem in Laos will grow even more severe.

To comprehensively address the issues stated above it will be necessary to collect the current data. A needs assessment survey will assist in this process to develop a project plan of action. This plan of action is consistent with World Vision's previously determined strategy and direction for its work in Laos, and takes into consideration the following:

- The expressed needs of the Laotian officials;
- World Vision's previous experience in Laos;
- The USAID Study entitled, "Assessment of Prosthetic Needs and Programs in Lao People's Democratic Republic";
- The United Nations' "Mahosot Hospital Facilities Survey";
- Handicap International's "Proposal for Expanding Its Prosthetics Program in Laos; Current and Long Range Plans for Laos";
- The report entitled, "Medical Training and Equipment Needs Assessment for World Concern Disability Project" (Belcher and Sandbulte);
- Conversations with Khon Kaen University in Thailand;
- Conversations with USAID in Bangkok, Washington, and the Embassy in Vientiane; and
- Conversations with World Concern, Handicap International, and other NGOs.

Based on the above finding, the overall objective of this project will be to help the government of Laos to aid with prosthetic devices and rehabilitative assistance those individuals and families who have been maimed through war-related injuries and subsequent ordnance explosions. World Vision through a variety of activities will accomplish this by:

- (a) gaining an accurate and clear picture of the numbers, locations, and types of handicapped and disabilities within Laos from injury resulting from war, civil strife, disease, and accidents;
- (b) providing a priority plan of action to meet these needs, ensuring the commitment and cooperation of the Ministry of Health, the National Rehabilitation Center, the other NGOs already active in this area, and other resource institutions (i.e., Khon Kaen University in Thailand);
- (c) meeting the immediate problems of treating and fitting those needing care with prostheses while using appropriate materials;

- (d) building medical prosthetic and orthopedic capacity by training local medical personnel in basic orthopedic skills and physical rehabilitation as well as providing equipment and supplies necessary to teach and perform prosthetic and orthopedic services;
- (e) improving Laotian capability in orthopedic and physical rehabilitation by improving the training and treatment provided at the National Rehabilitation Center (NRC); and
- (f) providing skills training for those handicapped persons in rehabilitation so that they can be contributing members of their families and communities.

The project will begin with the detailed needs assessment and a possible survey in order to make a nationwide plan of action for rehabilitative services. Based on this survey and action plan, a detailed implementation plan will further define the highest priority activities to be carried out.

II. SUMMARY OF OBJECTIVES

The overall objectives stated below will be carried out within a two-year period to the degree possible of planning at this time and in regard to the budget available for this project. To ensure sustainability and institutionalization, World Vision expects that continued assistance and support will be required beyond two years, and is committed to achieving the projects long term goals, using its own and/or other resources. The objectives are:

1.0 Short-Term Objectives:

- 1.1 To carry-out a survey which will help the Lao People's Democratic Republic (PDR) gain an accurate and clear picture of the numbers, locations, and types of handicaps/disabilities within the country.
- 1.2 To develop a National Plan of Action for Rehabilitation Services which will provide a priority plan of action for the future.

Based upon the results of this survey, the resulting plan of action, the active involvement of the relevant Lao officials, the other NGOs working in related activities, and resource institutions (i.e., Khon Kaen University in Thailand) the following objectives will be fine-tuned and further clarified.

2.0 Longer-Term Objectives (prioritized):

- 2.1 Service Delivery, Prostheses Provision:
To help the Lao PDR meet the immediate need of treating the currently handicapped/disabled, and fitting them with prostheses made from appropriate materials. This will be done through Regional Rehabilitation Clinics.

2.2 Service Delivery, Rehabilitation:

To help the Lao PDR improve the National Rehabilitation Institute's capability in orthopedic and physical rehabilitation by improving the training and treatment provided to the Lao trainers at the center and in the center's support of the country's National Rural-Based Rehabilitation Plans.

2.3 "In-Service Medical Training" and Equipment:

To improve the current "primary treatment" received by victims of war-related injuries and other accidents so that fewer people will have permanent injuries requiring rehabilitation, and so that amputations and other surgeries are done in the best manner possible, resulting in easier rehabilitation in the future.

2.4 Service Delivery, Vocational Training:

To assist the Lao PDR to train rehabilitated handicapped persons so they can perform useful jobs and be supporting members of their families and communities.

2.5 Training of Future Medical Personnel:

In support of 2.3, to facilitate improved training of future Laotian medical personnel in the basic skills of orthopedics and physical rehabilitation, as well as provide the training, the equipment, and the supplies necessary to teach future doctors how to perform basic prosthetic and orthopedic services.

2.6 Service Delivery, Hazard Awareness:

To develop, produce, and distribute material which will inform and educate both children and adults regarding the dangers and risks of unexploded military anti-personnel ordnance (bombs and land mines).

If effectively implemented, this project will help rehabilitate the many forgotten handicapped people in Laos, while also building the Lao PDR's longer-range technical capacity in orthopedic treatment and rehabilitation, which is an intricate part of the national health service program.

III. ACTIVITIES FOR WHICH THE GRANT IS REQUESTED

World Vision is requesting assistance from USAID Bangkok for the proposed grant period beginning 1 September 1990 and ending 31 August 1992.

The following areas for the activities proposed below address the rehabilitation needs that World Vision and others have identified in Laos. They also fit the strategy determined appropriate by Lao government officials and World Vision in order to meet these needs.

3.0 Needs Assessment Survey and Plan of Action:

3.1 Justification of Need:

While there is general agreement on the problem, there is no clear comprehensive picture of the actual number of disabled/handicapped people needing physical rehabilitation, or of the types of disabilities represented. Oral reports and observations regarding the number of amputees among the handicapped in Laos suggest that amputees may represent as much as 25 to 30 percent of the total handicapped population. War-related injuries and polio seemed to cause most of the current handicaps, and yet traffic injuries and industrial accidents are becoming very important causes of permanent disabilities. In addition, the number of new amputees caused by unexploded bombs is unknown, but those accidents are still occurring. Most of these new and old amputees are not receiving proper surgical care, medical care, physical therapy and/or prosthetic/orthopedic care.

In summary, no one knows the extent and types of disability problems in Laos. As a result, rehabilitation services have been provided mostly on a hit-and-miss basis. Without a clear picture of the current situation, the Lao government will not be able to address the long-term, future needs of the handicapped in a comprehensive manner.

3.2 Objectives:

- a. To determine the extent and type of disabilities in Laos, and the types of rehabilitation services needed to address these problems.

Indicator:

Published survey by type, geography, present services, service assessment, conclusions, and recommendations.

- b. To develop a government-approved, comprehensive, multi-year, nationwide long-term plan for rehabilitation services and training of the handicapped. This plan will be implemented under the supervision of the National Orthopedic Center of the Ministry of Health and Social Welfare.

Indicator:

Published, comprehensive, and approved National Plan developed in participatory manner with concerned Lao health agencies, NGOs, and technical counterparts.

3.3 Method:

World Vision will be responsible to carry out the survey in cooperation with the Ministry of Health and concerned NGOs. An experienced and highly qualified consultant will be hired to compile the available information and to conduct the survey. The consultant will be Dr. Zbigniew Kalinowski, a Polish orthopedic and physiotherapy specialist working for the World Health Organization (WHO). Dr. Kalinowski has spent over nine years in Laos, serving as the guiding force behind the Orthopedic Center. With the help of Lao personnel and with the involvement of the Ministry of Health, the Rehabilitation Center, other NGOs involved in the sector, and other experts, a nationwide plan of action for meeting the needs of the disabled in Laos will be developed. The implementation of this activity already has Lao government approval.

3.4 Implementation Plan:

A consultant with experience in Laos and in the rehabilitation field will be hired to formulate, conduct, and write the report and action plan. Contact will be established with all interested parties (government and NGOs) to obtain copies of the information that already exists. Based on what is missing, a survey may take place in priority areas. The statistical information will be collated in Laos, and a report and action plan will be submitted to the Lao government for their approval. With approval, coordinated rehabilitation activities can take place throughout the country. The survey, report, and action plan should be completed by December 1990.

3.5 Result:

The data acquired will be used to formulate a comprehensive, nationwide, long-term plan of action for providing rehabilitation services within Laos, as conceptualized in the proposed plan of action.

3.6 Duration:

Beginning 1 September 1990, it will take three months to plan, collect the data, and write the report. The report should be available in December 1990.

3.7 Budget:

See Attached:

**"DETAILED BUDGET," REVISED 13 SEPTEMBER 1990, AND
FURTHER REVISED ON 28 SEPTEMBER 1990
TO INCLUDE NEW TOTAL OF US\$860,000.**

4.0 Medical Training - Current Medical Community

Medical training and appropriate functional equipment go hand in hand. Medical personnel who are being trained must have equipment to provide medical care to those needing it. Training for the existing practitioners will take the form of "In-Service Training."

4.1 Justification of Need:

Preliminary evidence indicates that the current medical community and facilities within Laos are seriously lacking basic training in orthopedic and prosthetic procedures, as well as lacking the equipment and supplies necessary to perform these orthopedic and prosthetic procedures. This lack of training and equipment adversely affects the "primary treatment" and follow-up treatment of accident victims in both the rural provincial hospitals and in the hospitals in the cities. Problems such as high post-surgical infection rates (15%) and poorly performed surgical procedures result in treatable injuries developing into permanent disabilities (e.g., improper beveling of bones at amputation sites, excess scar tissue formation at surgical sites, and non-union of fractured femurs (Belcher and Sandbulte).

In addition, the training of those who work with prosthetics in the field (technician level workers) is also lacking, resulting in inadequate rehabilitation services outside of Vientiane.

"In-service" training, using visiting teams of doctors, is seen as one way of addressing this problem. (This is already being done somewhat by visiting teams of French doctors but has not had much effect on the quality of care available.) For this reason, a close working relationship will be developed with Khon Kaen University in Thailand.

4.2 Objective

- a. To prepare an operating room in the teaching hospital of Vientiane, Mahosot Hospital, which can be used as a teaching lab for basic orthopedic and prosthetic procedures. (Eventually, in a future phase of this project, this equipping could be extended to another provincial hospital such as Luang Prabang.)
- b. To develop an in-service training that will enable current "emergency surgeons" and general surgeons to perform basic orthopedic and prosthetic procedures.

- c. To raise the quality of orthopedic higher standard in Laos in order to rehabilitate the crippled, disabled.
- d. To train 45 Lao doctors to become eventually train the Lao medical staff.

Indicators (4.2 a-d):
To be developed based on survey results the National Plan of Action with evaluative measures.

4.3 Method:

This can be viewed as a type of "skill transfer" the emphasis put on developing skilled individuals eventually take over the training component training is not approached with the "trainers," then the long-term beneficial effects will be minimal at best.

It is seen that this training could take place in the teaching lab at Mahosot Hospital would be in the teaching lab at Mahosot Hospital team of specialists and in nearby regional hospitals University and several urban regional hospitals Thailand. The other place of training would be provincial hospitals in Laos, with longer programs worked out with Khon Kaen University Surgery.

During the training in the teaching lab, the vicar need to be very aware of the constraints facing provincial hospitals throughout the country. procedures must be taught in such a manner that skills are both technically sound and also appropriate local conditions. The training must also be done in that the Lao surgeons see its feasibility and are improve such basics as sanitation, hygiene, and techniques.

To achieve these results, the training must be "motivational" nature and technically as simple and straightforward as possible. This would involve determination of the specific procedures taught; the level (standard) at which to teach the material; development of a set of appropriate teaching materials; determination of the equipment needed to teach these procedures. Ideally, the same surgeons could be involved throughout the project. This would allow relationships to develop and would provide continuity to the training. It would allow a step-wise development process so that by the end of the project the Lao doctors themselves would be carrying out the training.

For the first few training sessions, several senior Lao surgeons would participate. These same surgeons could also receive training at Khon Kaen University and then eventually take over as trainers themselves, at which time the visiting surgeons would become "co-trainers" or "observers." If the same team is not available for each visit, subsequent visiting teams would not be permitted to present a whole new set of procedures and standards. Rather, they would use the materials and procedures already established.

4.4 Implementation Plan:

Based upon the survey/plan, a list of required equipment and supplies will be made. The equipment will be purchased or obtained as a donation for shipment to Laos. Before the equipment arrives, it may be necessary to refurbish the operating room of the Mahosot Hospital, a teaching hospital in Vientiane where most orthopedic operations usually take place. By doing so, the hospital will have an adequate teaching lab for the first teaching medical team. For any special equipment sent, a medical technician will come and train the Laotians on how to use and service the equipment.

Medical personnel will be identified for the scheduled teaching teams. A training schedule for "In-Service Training" will be designed by December. Contact with Khon Kaen University has been made, and a training schedule for 6 to 8 persons from Laos to Khon Kaen will begin by the end of October 1990. The complete training plan will need to be developed and planned with the Ministry of Health to ensure its appropriateness and their cooperation.

4.5 Results:

4.5.1 The present medical community in Laos will be trained and equipped to provide services in orthopedic and reconstructive surgery as called upon to do so.

4.5.2 Forty-five Lao medical faculty will be adequately trained and supplied so that they can eventually effectively train Lao medical students how to perform necessary orthopedic and prosthetic procedures.

4.6 Duration:

Medical training will begin in October 1990 and continue until September 30, 1992.

4.7 Budget:

See Attached:

**"DETAILED BUDGET," REVISED 13 SEPTEMBER 1990, AND
FURTHER REVISED ON 28 SEPTEMBER 1990
TO INCLUDE NEW TOTAL OF US\$860,000.**

5.0 Medical Student Training:

5.1 Justification of need:

The faculty, equipment and training necessary to teach medical students how to perform the basic prosthetic and orthopedic procedures required for practice in the field is also lacking. Currently, medical students take a six-month surgery course after their last year of medical school. They are then sent to provincial hospitals where they are expected to provide the "primary treatment" for victims of accidents. The training and supplies with which they must work are inadequate.

5.2 Objective:

- a. To develop a component in the medical teaching curriculum that will enable all future "emergency surgeons" to skillfully perform basic orthopedic and prosthetic activities.

Indicator:

To be developed based on National Plan of Action with implementation schedule and qualitative evaluation.

- b. Through the use of visiting surgeons and trained Lao surgeons, to raise the quality of orthopedic and trauma surgery to a higher standard in Laos in order to more effectively treat and rehabilitate the crippled, disabled, and amputees.

Indicator:

To be developed based on National Plan of Action with criteria, standards, and evaluative measures.

5.3 Methods:

The sixth-year medical students will be trained to upgrade basic orthopedic and prosthetic activities covered by the surgery clerkship course. Additional training will be developed through the visiting surgery teams who will strengthen the basic teaching of orthopedic management that the students receive during their 5-week sixth-year surgery rotation. This additional student training will be aimed at history-taking, physical examination, laboratory tests and X-rays, drug use and treatment, and operating room techniques. Materials and teaching aids will be developed to help the students. A faculty member from the medical school in Laos will receive special training in this field at Khon Kaen University or another institution in Thailand to provide more effective training upon his or her return to Vientiane.

5.4 Implementation Plan:

A suggested basic training is outlined in (Appendix #6) of Belcher and Sandbulte's report. A medical education consultant will be contracted to help develop courses and materials to be used.

Discussion will be held with Khon Kaen University to seek expert input and to obtain the experts' materials. The basic training will take place at Mahosot Hospital and will be part of the medical students' sixth year of study. Training materials will need to be approved by the Medical School and the Ministry of Health.

5.5 Results:

The future medical community in Laos will be equipped to provide services in orthopedic and reconstructive surgery as called upon to do so in the rural and Vientiane areas.

5.6 Duration:

The training will start in January 1991 and continue for a year and a half from the date of project approval.

5.7 Budget:

Medical students' (year 6) introduction to common orthopedic problems (trauma, fractures, amputations, etc.)

	<u>Year 1</u>	<u>Year 2</u>
1. Instructor's training cost for 6 visiting professors	\$ 2,000.	\$ 0
2. Education consultant	4,100	4,100
3. Transportation for 100 students	2,000	2,000
4. Teaching aids and handouts for 100 students	1,500	1,500
5. Special lectures	2,400	2,400
TOTAL	\$ 12,000	\$ 10,000

6.0 Provincial Rehabilitation Clinics (Rural-Based Rehabilitation Approach)**6.1 Justification of Need:**

In the remote provinces and the areas most severely affected by civil strife in the past, there are few, if any, prosthetic devices available. In addition, there are few production facilities that can produce durable, inexpensive prosthetic devices made of local materials. There are few clinics that can fit such devices and teach people how to use them properly.

6.2 Objectives:

- a. To determine and identify locally available and appropriate materials for the production of prosthetic devices. (Production of such devices may need to be increased based upon the Project Survey).
- b. To teach local nationals the skills needed for production and distribution of prosthetic devices using local materials.
- c. To open clinics, as needed, for the fitting and rehabilitation of prosthetic device users.

Indicator (6.2 a - c):

To be developed in the National Plan of Action including criteria, targets, and evaluative measures.

6.3 Methods:

World Vision will work with the Ministry of Health and concerned NGOs to make sure that catchment areas shown to have the greatest concentration of handicapped persons will have a provincial center for fitting of appropriate prosthetic devices. It is envisioned that there will be a need for four additional clinics in the rural areas to the existing Handicap International (HI) clinics which are currently in operation.

6.4 Implementation Plan

A review of all the HI clinics will help complement the findings of the nationwide rehabilitation survey and help link the needs with what can be accomplished for the handicapped in the rural areas. Additional clinics will be built at provincial areas after the Ministry of Health's approval and after provincial hospitals are found to need a clinic. The clinics would be renovated or built at the provincial hospital as has been done in the past. Information would be disseminated at the provincial hospital to let the handicapped people know where to go to get help. Trained staff for the clinics would come from the NRC.

6.5 Results

Throughout Laos, especially in the areas which have the greatest concentrations of handicapped/disabled people, there will be centers available for the fitting of prosthetic devices. The prosthetic devices which will be made from local resources will be easily available, easily maintained, and inexpensive. Production of these appropriate devices can be increased as needed.

6.6 Duration: Two years

6.7 Budget :

See Attached:

"DETAILED BUDGET," REVISED 13 SEPTEMBER 1990, AND
FURTHER REVISED ON 28 SEPTEMBER 1990
TO INCLUDE NEW TOTAL OF US\$860,000.

7.0 Handicapped Skills Development

7.1 Justification of Need:

Efficient primary care will spare many people from the threat of death and/or permanent injury, and efficient rehabilitation services will return many of these people to health and mobility. However, their future remains bleak and meaningless without a productive skill that will integrate them into the community, enable them to become self-sustaining, and remove the burden on the facilities or families which would otherwise be forced to support them. Such skills must be taught.

7.2 Objectives:

To research, design, and implement appropriate vocational rehabilitation training and provisions for handicapped citizens training which would enable them to support themselves. Skills taught would be in agriculture and food production, with some secretary and office training for those who live near cities.

Indicator:

To be developed based on the National Plan of Action including curriculum design, criteria, training targets, and evaluative impact measures.

7.3 Method:

After a handicapped person receives a prosthetic device he or she will be trained in a skill that he or she can use to help him or her be a productive citizen. Some will be trained in animal husbandry, horticulture, or in kitchen gardening. Agricultural inputs will be provided. Others will be enrolled in the Vientiane vocational school where they will study a trade such as sewing, typing, etc. Upon completion of the skills training, the handicapped person will be assisted in getting a job placement.

7.4 Implementation Plan:

World Vision will implement the skills training with other agencies and NGOs providing the necessary technical assistance. Coordination will occur with the provincial rehabilitation clinics to follow up each person who is handicapped. A priority list will be made to train them in a trade that suits them at their place of residence. World Vision will work with the Vientiane vocational school and the institutions from Thailand to train those who are ready for training.

7.5 Result:

Otherwise unproductive citizens of Laos will be returned to a sufficient productivity level which will enable them to support themselves and their families. It is estimated that 2,500 handicapped persons will be trained.

7.6 Duration: Two years**7.7 Handicapped Skill Development**

Budget details:

	<u>Year 1</u>	<u>Year 2</u>
1. Professional fee	\$ 1,500	\$ 1,500
2. Training for 7 Lao trainees in Thailand once a year	3,000	3,000
3. Training for 2,500 handicapped (including transportation & lodging)	20,000	30,000
4. Training materials for 2,500 handicapped	25,000	37,500
	-----	-----
	\$ 49,500	\$ 72,000

8.0 Hazard Awareness Education:**8.1 Justification of Need:**

Many unexploded anti-personnel ordnance (bombs and land mines) are still found in the fields throughout various provinces of Laos. Currently there is no formal program aimed at informing the rural people regarding the danger of these devices, or how to handle these devices properly. Therefore, many innocent people who would not touch these devices if they knew the risks involved are susceptible to serious injury from them.

8.2 Objective:

To develop, produce, and distribute materials which will inform and educate both children and adults regarding the dangers and risks of unexploded military anti-personnel ordnance, based on community needs.

Indicators:

To be based on National Plan of Action including criteria, targets, and evaluative measures of both process and impact.

8.3 Method:

Posters will be produced in Laos that explain what anti-personnel ordnance look like, what to do if they are found, and where to go for help. This program of informing the rural people will be done through the schools, clinics, and market areas.

8.4 Implementation Plan:

World Vision will implement the program in the community working in cooperation with other NGOs and agencies with demonstrated competence in these subjects. Local Laotians will be hired to design and produce posters and radio tapes that can be used. Personnel will be trained to take the posters to the rural areas and have them placed in schools, clinics, and market areas. The main areas of dissemination will be provincial areas where heavy bombing took place during the years of conflict. Also, the tapes will be played on the radio to get the information out.

8.5 Result:

Until measures can be taken which will disarm or neutralize the lurking dangers of unexploded ordnance, the most threatened of the population will be forewarned. This will substantially reduce the number of injuries and make many of the injuries less severe.

8.6 Duration:

One year at first and possibly extended, based on need.

8.7 Budget :Hazard Education, Warning & Securing

1. Supplies for 36,000 posters	\$ 18,000
2. Supplies for 4,000 radio tapes	4,000
3. Radio broadcasts	1,000
4. Transportation and travel for promoters	1,000

	\$ 24,000



9.0 Project Management

The management of the project will be carried out by World Vision personnel with regular liaison with USAID Thailand as the primary point of contact.

Budget:

See Attached:

**"DETAILED BUDGET," REVISED 13 SEPTEMBER 1990, AND
FURTHER REVISED ON 28 SEPTEMBER 1990
TO INCLUDE NEW TOTAL OF US\$860,000.**

TOTAL BUDGET (OVERVIEW)

	<u>Year 1</u>	<u>Year 2</u>
3.0 Needs Assessment Survey	\$ 29,060	\$ 0
4.0 Medical Training - current	145,300	97,628
5.0 Medical Training - students	12,000	10,000
6.0 Prov. Rehab. Clinics	21,500	21,500
7.0 Handicapped Skill Development	49,500	72,000
8.0 Hazard education	24,000	0
9.0 Project Management	206,992	170,520
	-----	-----
GRAND TOTAL	\$ 488,352	\$ 371,648

IV. IMPLEMENTATION PLAN

Dates given below are the projected beginning dates for that activity.

<u>Activity</u>	<u>Month/Year</u>
1. Approval of grant agreement	09/90
2. Three-month Rehabilitation Survey/Assessment	09/90
3. Arrival in-country of Project Manager	10/90
4. Overall rehabilitation Action Plan completed	01/91
5. Development of training curriculum and materials	01/91
6. Development of hazard materials	01/91
7. Initiation of training of physicians and surgeons (medical personnel)	01/91
8. Training of medical students	01/91
9. Visit of short-term medical team	02/91
10. Skills training of handicapped	08/91
11. Rural rehabilitation clinics added	03/91
12. Evaluation of project administration and technical accomplishments	09/92
13. End of first phase of the project with evaluation and report	09/92

V. PROGRAM EVALUATION

Evaluation will focus on the following:

1. Have the activities planned taken place (input)?
2. Have the processes been acceptable, or do they meet requirements of each activity (process)?
3. Were the objectives accomplished and are they sustainable (output)?

Following is an outline of proposed evaluation tactics related to project components :

Component/Input	Process	Output
1. Needs assessment. Scope of work.	Information needs.	Report. Debriefing.
2. Disability survey. Information needs. Interview worksheet.	Dummy tables. Pilot tests, revise. Programmer. Consultant.	Report needs. Implications for project(s).
3. Training		
a. Surgeons (by Khon Kaen University or other Thai team)		
Needs assessment. Laos Ministry of Health/Mahosot.	Orientation. Number teams recruited. O.R. checklist. Team report. Team report	Appropriate management for selected orthopedic problems (tracer condition evaluation).
b. Thailand course (4 months)		
Needs assessment. Thailand Royal College Surgery/Ministry of Health. Course design.	6 Candidates semi-annually.	Number updated surgeons. Deployment in Laos.
c. Medical student (year 6)		
Teaching needs. Lao/Thai materials.	Prepare teaching aids, lecture handouts (Lao).	Courses given. Student tests.
d. Lao faculty member to Thailand Thailand Royal College of Surgery.	One faculty member, coursework, visiting, lectures, practical experience.	Trained faculty member helping develop appropriate curriculum/materials and training.
e. Teaching materials.	Curriculum consultant. Lao translator.	Apply in course teaching. teaching

Component/Input	Process	Output
4. Equipment, supplies (surgical tools, O.R., anesthesia, X-ray, sterilization, expendable supplies for 100 cases/year)		
Needs assessment catalog estimates.	Procurement. Alternative NGO, donors, etc.	Installation. Availability to training team (team report). Deployment.
5. Provincial prosthetic clinics		
Construction of facilities. Equipment purchases.	Plan with concerned NGOs and Lao agencies.	Number patients. Number prostheses, orthotics/year.
Mass production of parts. Transportation for outreach.		Patient residence.
6. Handicapped skill development		
Needs assessment of handicapped. Courses set up.	Plan with institutions in Thailand and with Lao vocational school.	Number of handicapped working at a trade or in other productive activity.
7. Hazard education		
Posters designed. Radio tapes made.	Prepare radio spots and posters. Laos trained.	People seeing the posters. Villagers listening to the radio spots. Fewer people injured as a result of detonation of ordnance.

VI. PROJECT PERIOD

This project is planned to be the start of a major contribution to the rehabilitation field in Laos. The project is planned for September 1, 1990 to September 31, 1992. Additional inputs will be planned during this first phase.

VII. REPORTING

The following are the reports envisioned:

1. World Vision will submit semi-annual reports to USAID/Thailand in standard format provided by the Mission. The first quarterly report will cover the period from September 1 to March 31, 1991.

These reports will briefly summarize the activities undertaken, progress, issues and problems to be resolved, successes and projection of activities for the next period. This report will be submitted within 30 working days after the end of the period.

2. World Vision will submit quarterly financial reports to the Mission within (30) working days after the end of the quarter.
3. World Vision will submit a final activities and financial report along with an evaluation report of the project within the first 60 days after the end of the project.

Revised 13 September 1990

**WORLD VISION RELIEF AND DEVELOPMENT INC.
LAOS PROSTHETIC PROPOSAL**

S.3 Needs Assessment Survey and Plan of Action

	Year 1	Year 2	Total
1. Professional fees (consultant)	15,000	0	15,000
- Coordinator @ \$200/day x 30 days			
- Specialists from KKU and World Concern @ \$150/day x 60 days			
2. Materials	1,000	0	1,000
- Survey forms			
- Office stationery and supplies			
3. Travelling			
Inter.			
- 3 Trips for coordinator to VT from BKK @ \$500 for 4 days' trip	1,500	0	1,500
- 2 Trips to VT of 4 persons from KKU and NGO's consultants for 4 days/trip			
Transportation	1,400	0	1,400
Accommodation	1,600	0	1,600
In-Country			
- Consultant visits 3 provinces each month (transportation \$100 x 3 x 3 accommodation for 15 days/month) Approximately \$25/day	2,000	0	2,000
- 10 Surveyors' transportation (\$10/day x 15 days)	1,500	0	1,500
4. Training for 10 surveyors in VT			
- Transportation (\$40/person)	400	0	400
- Accommodation (\$20/day/person) x 2 days	400	0	400
- Miscellaneous expenses, coffee break etc.	200	0	200
5. Communication (telephone/telex/postage)	600	0	600
6. Support services			
- Visa fees \$20/month	60	0	60
- Typing \$50/month	150	0	150
- Photocopy \$50/month	150	0	150
- Photograph @ \$30/month x 3	100	0	100
7. Per diem for 10 surveyors (\$5/day x 60)	3,000	0	3,000
SUBTOTAL	29,060	0	29,060

: S.4 Medical Training.

1. Thai medical training personnel			
- Transportation from KK-VT-KK @ \$150/team x 3 teams	450	450	900
- Accommodation for 10 days in VT @ \$1,500/team x 3 teams	4,500	4,500	9,000
- Per diem @ \$20/person/day \$600/team x 3 teams	1,600	1,600	3,200
- Transportation in Laos (VT to LP/SWK/CPS)			
VT-Luang Prabang	250	250	500
VT-Savannakhet	300	300	600
VT-Chumpasak	400	400	800
2. Orthopaedic workshop for 45 Lao surgeons in Vientiane			
- Accommodation (50 x45)	2,250	2,250	4,500
- Transportation (60 x 45)	2,700	2,700	5,400
- Per diem (25 x 45)	1,125	1,125	2,250
- Materials (5 x 45)	225	225	450
- Others	900	900	1,800
3. Medical equipment for training			
List is attached	85,000	26,728	111,728
Medical training supplies List is attached	20,000	10,000	30,000
Non-vehicle repairs for teaching lab	5,000	5,000	10,000
4. Regional training and orthopaedic curriculum skill training at KKU for 6 persons for 4 months			
- Instructor fees for special courses \$20/hour x 528 hours	10,600	21,200	31,800
- Travelling VT-KK-VT for 6 surgeons	200	400	600
- Travelling in KK \$5/surgeon/month	120	240	360
- Accommodation in KK Approx. \$135/surgeon/m x 4 m x 6 persons	3,240	6,480	9,720
- Learning materials and special activities at KKU \$60/month/surgeon x 4 months x 6 surgeons	1,440	2,880	4,320
5. Formal residency at KKU for one person in the first year and two persons in the second year			
- Lecture and credit fees for special course	1,840	3,680	5,520
- Travelling VT-KK-VT 3 times \$35/trip x 3	100	200	300
- Travelling in KK (\$5/month x 12 months)	60	120	180
- Accommodation in KK (\$150/month x 12 months)	1,800	3,600	5,400
- Learning materials/others (\$100/month x 12 months)	1,200	2,400	3,600
SUBTOTAL	145,300	97,628	242,928

S.5 Medical Student Training

1. Instructor's training cost for 6 visiting professors			
- Transportation KK-VT-KK	150	0	150
- Transportation in VT (\$20/day x 5 days)	100	0	100
- Accommodation for 5 days (\$50/day/person x 5 days x 6 persons)	1,500	0	1,500
- Others	250	0	250
2. Education consultant @ \$100/day x 41 days	4,100	4,100	8,200
3. Transportation for 100 students @ \$20/student x 100 students	2,000	2,000	4,000
4. Teaching aids and handouts for 100 students			
- Teaching aids	200	200	400
- Stationery \$3/student x 100 students	300	300	600
- Handouts \$10/student x 100 students	1,000	1,000	2,000
5. Special lectures			
- \$20/hour x 120 hours	2,400	2,400	4,800
SUBTOTAL	12,000	10,000	22,000

S.6 Provincial Rehabilitation Clinics

1. Construction of 4 clinics \$4,000/clinic x 2 clinics	8,000	8,000	16,000
2. Equipments and shipping for 4 clinics \$5,000/clinic x 2 clinics	10,000	10,000	20,000
3. Training and materials for 8 staff (2 staff/clinic) for 5 days			
- Transportation @ \$70/staff x 8 staff	560	560	1,120
- Accommodation @ \$15/staff/day \$15 x 8 staff x 5 days	600	600	1,200
- Per diem (\$5/day/staff \$5 x 8 staff x 5 days)	200	200	400
- Materials \$10 x 8 staff	80	80	160
- Others	260	260	520
4. In-country travel for consultant - \$100/month to visit each clinic	1,200	1,200	2,400
5. Communication (telephone/telex/postage)	300	300	600
6. Support services/stationery	300	300	600
SUBTOTAL	21,500	21,500	43,000

S.7 Handicapped Skill Development

1. Professional fees

@ \$100/day x 5 days per visit
for 3 visits/year

1,500 1,500 3,000

2. Training for 7 Lao trainees in Thailand
once a year (1 month)

- Transportation VT-BKK-VT
\$100/trainee x 7

700 700 1,400

- Transportation in BKK

270 270 540

- Accommodation \$240/trainee

1,680 1,680 3,360

- Learning materials

\$50/trainee x 7

350 350 700

3. Training for 2,500 handicapped

- Transportation and accommodation

\$20/handicapped x 2,500 handicapped

20,000 30,000 50,000

4. Training materials for 2,500 handicapped

\$25/handicapped x 2,500 handicapped

25,000 37,500 62,500

SUBTOTAL

49,500 72,000 121,500

S.8 Hazard Awareness Education

- Supplies for 36,000 posters
\$0.5/poster x 36,000 posters

18,000 0 10,000

- Supplies for 4,000 radio tapes
\$1/tape x 4,000 tapes

4,000 0 4,000

- Radio broadcast

1,000 0 1,000

- Transportation : travel for promotion
Approximately \$85/month x 12 months

1,000 0 1,000

SUBTOTAL

24,000 0 24,000

S.9 Project Management

LAOS

1. Project manager

- Salary @ \$3,200/month for first year
and @ \$3,500/month for second year

38,400 42,000 80,400

- Housing \$600/month (quotation from
other NGO's expatriates living in VT)

7,200 7,200 14,400

- Temp. living arrangements
(14 days x \$100/day for a family of 4
including meals)

1,400 0 1,400

- Air fare from home point to Laos
(round trip tickets from US to Laos
for 4 persons)

7,200 0 7,200

- Home leave (round trip tickets from
Laos to US for 4)

7,200 7,200 14,400

- Schooling for 2 children (allocation of @ \$4,000/child/year)	8,000	8,000	16,000
- Shipment of household	600	0	600
- Miscellaneous benefits, health plan retirement plan, life insurance, travel insurance	2,800	2,800	5,600
2. WV Laos Manager			
- @ 20% of total salary and benefits based on 13 months' salary @ \$1,929/month	5,000	5,000	10,000
3. Local staff			
- Salaries			
Project coordinator	1,700	1,700	3,400
Secretary	1,500	1,500	3,000
Bookkeeper	1,500	1,500	3,000
Driver	1,200	1,200	2,400
Janitor	1,200	1,200	2,400
- Benefits			
Medical care, insurance, etc.	700	700	1,400
4. Vehicle			
Toyota 4 wheel drive van	25,000	0	25,000
5. Vehicle maintenance and running cost \$400/month x 12 months	4,800	4,800	9,600
6. Office rental @ \$500/month x 12 month	6,000	6,000	12,000
7. Equipment and furnishing			
- Furnishing	1,500	0	1,500
- Office furniture	1,000	0	1,000
- Photocopy machine	1,600	0	1,600
- Typing machine	900	0	900
8. Office supplies and materials Approximately \$160/month x 12	2,000	2,000	4,000
9. Communication \$125/month	1,500	1,500	3,000
10. International travel between Laos-BKK for project manager and WV Laos manager @ \$500 for 4 days' trip x 12 trips in first year and 16 trips in second year	6,000	8,000	14,000
11. Domestic travel within Laos for project manager and WV Laos manager @ \$360 for 4 days' trip x 16 trips in first year and 22 trips in second year	5,800	8,000	13,800
SUBTOTAL	141,700	110,300	252,000

BANGKOK

12. International travel between BKK and Laos for WV BKK project management @ \$500 for 4 days' trip x 4 trips/year	2,000	2,000	4,000
13. Communication (telephone, telex, fax) between BKK-Laos and BKK-US	2,400	2,400	4,800
SUBTOTAL	4,400	4,400	8,800
 WRD			
Indirect program costs	60,892	55,820	116,712
TOTAL	488,352	371,648	860,000

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APPENDIX 4C
 OMB Control No. 0412-0510
 Expiration Date: 12/31/89

MANDATORY STANDARD PROVISIONS FOR
 U.S., NONGOVERNMENTAL GRANTEEES¹

INDEX OF
 MANDATORY STANDARD PROVISIONS

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| 1. Allowable Costs | * 8. Debarment, Suspension, and other
Responsibility Matters |
| 2. Accounting, Audit, and Records | 9. Nondiscrimination |
| 3. Refunds | 10. U.S. Officials Not to Benefit |
| 4. Revision of Grant Budget | 11. Nonliability |
| 5. Termination and Suspension | 12. Amendment |
| 6. Disputes | 13. Notices * |
| 7. Ineligible Countries | |

1. ALLOWABLE COSTS (NOVEMBER 1985)

The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the grant officer to be reasonable, allocable, and allowable in accordance with the terms of this grant, any negotiated advance understanding on particular cost items, and the applicable* cost principles in effect on the date of this grant.

* NOTE: For Educational Institutions use OMB Circular A-21; for all other non-profits use OMB Circular A-122; and for profit making firms use FAR 31.2. and AIDAR 731.2.

2. ACCOUNTING, AUDIT, AND RECORDS (JANUARY 1988)

(a) The grantee shall maintain books, records, documents, and other evidence in accordance with the grantee's usual accounting procedures to sufficiently substantiate charges to the grant. The grantee's financial management system shall provide for the following:

¹When these Standard Provisions are used for cooperative agreements, the following terms apply: "Grantee" means "Recipient," "Grant" means "Cooperative Agreement," and "AID Grant Officer" means "AID Agreement Officer."

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(1) Accurate, current, and complete disclosure for each AID-sponsored project or program in accordance with the reporting requirements of this grant. While AID requires reporting on an accrual basis, the grantee shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for AID-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

(3) Effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.

(4) Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit-cost data whenever appropriate.

(5) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the recipient, whenever funds are advanced by the Federal Government.

(6) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant.

(7) Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (i) the amount and disposition by the grantee of the proceeds of such assistance, (ii) the total cost of the project or undertaking in connection with which such assistance is given or used, (iii) the amount of that portion of the cost of the project or undertaking supplied by other sources, and (iv) such other records as will facilitate an effective audit.

(8) Examinations in the form of audits or internal audits shall be made by qualified individuals that are sufficiently independent of those that authorize the expenditure of AID funds to produce unbiased opinions, conclusions, or judgments. They shall meet independence criteria along the lines of Chapter IV, Part B of the U.S. General Accounting Office Publication Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1981 Revision).

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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 determine whether the institution has implemented and utilizes appropriate financial and administrative systems and controls in compliance with the uniform administrative requirements of OMB Circular A-110 and the applicable cost principles specified in the "Allowable Costs" standard provision of this grant, and to test the fiscal integrity of financial transactions, including accuracy and reliability of financial reports submitted to AID and other Federal agencies under agreements to which the terms of Attachment G of OMB Circular A-110 apply, as well as compliance with the terms and conditions of the AID grant. Such tests would include an appropriate sampling of AID and other Federal grants and agreements. Examinations will be conducted with reasonable frequency, on a continuing basis or at scheduled intervals, usually annually, but not less frequently than every two years. A copy of the audit report shall be furnished to the AID grant officer who shall make appropriate distribution within the Agency. The frequency of these examinations shall depend upon the nature, size, and the complexity of the activity. These grantee self-examinations do not relieve AID of its audit responsibilities, but may affect the frequency and scope of such audits.

(9) A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

(b) The grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives:

(1) until the expiration of three years from the date of termination of the grant;

(2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. AID 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 AID with respect to any questions arising as a result of the audit; and

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(3) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

(c) The grantee shall require subrecipients to adopt the standards in paragraphs (a) and (b) above except that portion of subparagraph (a) 1 that would require specific financial reporting forms and frequencies in accordance with the payment provisions of the grant.

3. REFUNDS (JANUARY 1988)

(a) The grantee shall remit to AID all interest earned on funds provided by AID at least quarterly, except that interest amounts up to \$100 per year may be retained by the grantee for administrative expense.

(b) Funds obligated by AID but not disbursed to the grantee at the time the grant expires or is terminated shall revert to AID, except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant. Any funds advanced to but not expended by the grantee and not encumbered by a legally binding transaction applicable to this grant at the time of expiration or termination of the grant shall be refunded to AID

(c) If, at any time during the life of the grant, or as a result of final audit, it is determined by AID that funds it provided under this grant have been expended for purposes not in accordance with the terms of this grant, the grantee shall refund such amount to AID

4. REVISION OF GRANT BUDGET (NOVEMBER 1985)

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant award process.

(b) The grantee shall immediately request approval from the grant officer when there is reason to believe that within the next 30 calendar days a revision of the approved grant budget will be necessary for the following reasons:

(1) Changes in the scope or the objectives of the program and/or revisions in the funding allocated among program objectives.

(2) The need for additional funding.

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(3) The grantee expects the amount of AID authorized funds to exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater.

(4) The grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The grantee intends to contract or subgrant any of the substantive programmatic work under this grant, and such contracts or subgrants were not included in the approved grant budget.

(6) The grantee plans to incur an expenditure which would require advance approval in accordance with the applicable Federal cost principles and was not included in the approved grant budget.

(7) The grantee plans to transfer funds allotted for training allowances to other categories of expense.

(c) When requesting approval for budget revisions, the grantee shall use the budget formats that were used in the application unless a letter request will suffice.

(d) Within 30 calendar days from the date of the receipt of the request for budget revisions, the grant officer shall review the request and notify the grantee whether the budget revisions have been approved. If the revisions are still under consideration at the end of 30 calendar days, the grant officer shall inform the grantee in writing of the date when the grantee may expect the decision. The grant officer shall obtain the project officer's clearance on all such requests prior to communication with the grantee.

(e) If the requested budget revision requires the obligation of additional funding, and, if after notification pursuant to this standard provision, AID determines not to provide additional funds, the AID grant officer will, upon written request of the grantee, terminate this grant pursuant to the standard provision of this grant, entitled "Termination and Suspension."

(f) Except as required by other provisions of this grant specifically stated to be an exception from this provision, the Government shall not be obligated to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant. The grantee shall not be obligated to continue performance under the grant (including actions under the "Termination and Suspension" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the grant officer has notified the grantee in writing that such obligated amount has been increased and has specified in such notice the new obligated grant total amount.

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5. TERMINATION AND SUSPENSION (MAY 1986)

(a) For Cause. This grant may be terminated for cause at any time, in whole or in part, by the grant officer upon written notice to the grantee, whenever it is determined that the grantee has failed to comply with the conditions of the grant.

(b) For Convenience. This grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the grant officer to the grantee.

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

(d) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the grantee shall take immediate action to minimize all expenditures and obligations financed by this grant and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination. The grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended AID funds which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the grantee prior to the effective date of the termination of this grant be insufficient to cover the grantee's obligations in the legally binding transaction, the grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the applicable cost principles.

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6. DISPUTES (November 1989)

(a) Any dispute under this grant shall be decided by the AID grant officer. The grant officer shall furnish the grantee a written copy of the decision.

* (b) Decisions of the AID grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeals the decision to AID's Deputy Assistant to the Administrator for Management Services. Any appeal made under this provision shall be in writing and addressed to the Deputy Assistant to the Administrator for Management Services, Agency for International Development, Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the grant officer.

(c) In order to facilitate review on the record by the Deputy Assistant to the Administrator for Management Services, the grantee shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Deputy Assistant to the Administrator for Management Services shall be final. *

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the AID grant officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (MARCH 1989)

(1) The grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) The grantee agrees that, unless authorized by the Grant Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The grantee further agrees to include the following provision in any subagreements or contracts entered into under this grant:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
(MARCH 1989)

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) The policies and procedures applicable to debarment, suspension and ineligibility under AID-financed transactions are set forth in 22 CFR Part 208.

9. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this grant on the basis of race, color, national origin, age, handicap, or sex.

10. U.S OFFICIALS NOT TO BENEFIT (NOVEMBER 1985)

No member of or delegate to the U.S. Congress or resident U.S. Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

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11. NONLIABILITY (NOVEMBER 1985)

AID does not assume liability for any third party claims for damages arising out of this grant.

12. AMENDMENT (NOVEMBER 1985)

The grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the grant officer and an appropriate official of the grantee.

13. NOTICES (NOVEMBER 1985)

Any notice given by AID or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the AID grant officer, at the address specified in the grant.

To grantee, at grantee's address shown in the grant or to such other address designated within the grant.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

(END OF MANDATORY STANDARD PROVISIONS)

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OPTIONAL STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with Paragraph 1E of Chapter 1 of Handbook 13. Each grant is required to have a payment provision. Check off the optional standard provisions which are included in the grant. Only those standard provisions which have been checked off are included physically within this grant.

- | | |
|---|-------|
| 1. Payment - Letter of Credit | X |
| 2. Payment - Periodic Advance | _____ |
| 3. Payment - Cost Reimbursement | _____ |
| 4. Air Travel and Transportation | X |
| 5. Ocean Shipment of Goods | _____ |
| 6. Procurement of Goods and Services | X |
| 7. AID Eligibility Rules for Goods and Services | X |
| 8. Subagreements | X |
| 9. Local Cost Financing | X |
| 10. Patent Rights | " |
| 11. Publications | X |
| 12. Negotiated Indirect Cost Rates - Predetermined | X |
| 13. Negotiated Indirect Cost Rates - Provisional | X |
| 14. Regulations Governing Employees | X |
| 15. Participant Training | X |
| 16. Voluntary Population Planning | X |
| 17. Protection of the Individual as a Research Subject | _____ |
| 18. Care of Laboratory Animals | _____ |
| 19. Government Furnished Excess Personal Property | _____ |
| 20. Title to and Use of Property (Grantee Title) | X |
| 21. Title to and Care of Property (U.S. Government Title) | _____ |
| 22. Title to and Care of Property (Cooperating Country Title) | _____ |
| 23. Cost Sharing (Matching) | _____ |
| 24. Use of Pouch Facilities | X |
| 25. Conversion of United States Dollars to Local Currency | X |

(INCLUDE THIS PAGE IN THE GRANT)

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Payment - Letter of Credit (NOVEMBER 1985)

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

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

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

(c) Reporting:

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

(2) The grantee shall submit an original and one copy of SF-272, "Federal Cash Transactions Report," within 15 working days following the end of each quarter to M/FM/PAFD. Grantees receiving advances totaling more than \$1 million per year shall submit the SF-272 on a monthly basis within 15

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working days following the close of the month. Grantees shall report all cash advances in the remarks section of SF-272. Those cash advances in excess of immediate disbursement requirements in the hands of subrecipients or the grantee's field organizations shall be supported by short narrative explanations of actions taken by the grantee to reduce the excess balances.

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

(END OF STANDARD PROVISION)

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PAYMENT - PERIODIC ADVANCE (JANUARY 1988)

(This provision is applicable when the conditions for use of letter of credit cannot be met (including those pertaining to mixed dollar and local currency advances) and when the grantee meets the requirements of paragraph 1.0.6 of Handbook 13.)

(a) Periodic advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the grantee to secondary recipient organizations or the grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by A.I.D. to the grantee.

(b) Grantees shall maintain advances in interest bearing accounts. Advances of A.I.D. funds to subgrantees shall be maintained in interest bearing accounts.

(c) Grantees shall submit requests for advances at least monthly on SF-270, "Request for Advance or Reimbursement," in an original and two copies, to the address specified in the Schedule of this grant.

(d) The grantee shall submit one copy of SF-272, "Federal Cash Transactions Report," 15 working days following the end of each quarter to the payment office address specified in the schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 the amount of cash advances in excess of thirty days requirement in the hands of subrecipients or the grantee's overseas field organizations and shall provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(e) A "Financial Status Report," SF-269, shall be prepared on an accrual basis by the grantee and submitted quarterly no later than 30 days after the end of the period in an original and two copies to the payment office specified in the schedule. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final SF-269 must be submitted to the payment office within 90 days after the conclusion of the grant. *

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* (f) If at any time, the A.I.D. Controller determines that the grantee has demonstrated an unwillingness or inability to: (1) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (2) timely report cash disbursements and balances as required by the terms of the grant, and (3) impose the same standards of timing of advances and reporting on any subrecipient or any of the grantee's overseas field organizations; the A.I.D. Controller shall advise the grant officer who may suspend or revoke the advance payment procedure. *

(END OF STANDARD PROVISION)

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PAYMENT - COST REIMBURSEMENT (NOVEMBER 1985)

(This provision is applicable to grants for construction, or to grants where the grantee does not meet the conditions for either a letter of credit or periodic advance payment.)

(a) At the end of each month of this grant, the grantee shall submit an original and two copies of SF-270, "Request for Advance or Reimbursement," to the payment office address specified in the schedule of this grant.

(b) A final SF-270, shall be submitted within 60 days after the conclusion of the grant to the payment office.

(c) The reports will be prepared on a cash basis. However, if the grantee's accounting records are not normally kept on a cash basis, the grantee shall not be required to convert its accounting system to meet this requirement.

(d) Assignment of Claims (otherwise known as assignment of proceeds) is authorized under this grant and will be processed by the payment office.

(END OF STANDARD PROVISION)

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AIR TRAVEL AND TRANSPORTATION (NOVEMBER 1985)

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

(a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event at least three weeks before travel is planned to commence. At least one week prior to commencement of approved international travel, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer, of planned travel, identifying the travelers and the dates and times of arrival.

(b) Travel to certain countries shall, at A.I.D.'s option, be funded from U.S.-owned local currency. When A.I.D. intends to exercise this option, A.I.D. will, after receipt of advice of intent to travel required above, either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or A.I.D. will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(1) If travel by foreign air carrier would eliminate two or more aircraft changes enroute;

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

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

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

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

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

"CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS. I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s)." (State appropriate reason(s) as set forth above).

(1) International Travel

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

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

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

(END OF STANDARD PROVISION)

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OCEAN SHIPMENT OF GOODS (MAY 1986)

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

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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PROCUREMENT OF GOODS AND SERVICES (NOVEMBER 1965)

(This provision is applicable when goods or services are procured under the grant.)

The grantee may use its own procurement policies and practices for the procurement of goods and services under this grant, provided they conform to all of A.I.D.'s requirements listed below and the standard provision entitled "A.I.D. Eligibility Rules for Goods and Services."

(a) General Requirements:

(1) The recipient shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using A.I.D. funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which A.I.D. funds are used, where, to that individual's knowledge, the individual or the individual's immediate family, partners, or organization in which the individual or the individual's immediate family or partners has a financial interest or with whom that individual is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the recipients' officers, employees or agents.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient should be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the bidder/offeror whose bid/offer is responsive/responsible to the solicitation and is most advantageous to the recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order to be evaluated by the recipient. Any and all bids/offers may be rejected when it is in the recipient's interest to do so.

(3) All grantees shall establish procurement procedures that provide for, at a minimum, the following procedural requirements:

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(i) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical practical procurement.

(ii) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand-name or equal" descriptions may be used as a means to define the performance of other salient requirements of a procurement and when so used the specific features of the named brand which must be met by bidders/offerors shall be clearly specified.

(iii) Positive efforts shall be made by the recipients to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing A.I.D. funds. To permit A.I.D., in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this grant, the grantee shall to the maximum extent possible provide the following information to the Office of Small Disadvantaged Business Utilization, A.I.D., Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of and granted by the Office of Small and Disadvantaged Business Utilization) to placing any order or contract in excess of \$25,000:

- (A) Brief general description and quantity of goods or services;
- (B) Closing date for receiving quotations, proposals, or bids; and
- (C) Address where solicitations or specifications can be obtained.

(iv) The type of procuring instruments used, e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the recipient but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(v) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

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(vi) All proposed sole source contracts or where only one bid or proposal is received in which the aggregate expenditure is expected to exceed \$5,000 shall be subject to prior approval by an appropriate official within the grantee's organization.

(vii) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

(viii) Procurement records and files for purchases in excess of \$10,000 shall include the following:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained;

(C) Basis for award cost or price.

(ix) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions and specifications of the contract, and to ensure adequate and timely followup of all purchases.

(b) Each contract shall contain, in addition to provisions to define a sound and complete contract, the following contract provisions, if applicable, as well as any provision within this grant which requires such inclusion of that provision. Whenever a provision is required to be inserted in a contract under this grant, the grantee shall insert a statement in the contract that in all instances where the U.S. Government or A.I.D. is mentioned the grantee's name shall be substituted.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

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(3) In all contracts for construction or facility improvement awarded for more than \$100,000, recipients shall observe generally accepted bonding requirements.

(4) All contracts awarded by the grantee or subgrantee to be performed in the United States having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

(5) All contracts and subgrants in excess of \$2,000 for construction or repair to be performed in the United States awarded by the grantee or subgrantee shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that individual is otherwise entitled. The grantee shall report all suspected or reported violations to A.I.D.

(6) When required by the Federal program legislation, all construction contracts to be performed in the United States awarded by the grantee or subgrantee of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to A.I.D.

(7) Where applicable, all contracts awarded by the grantee or subgrantees in excess of \$2,000 for construction contracts to be performed in the United States and its territories and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in

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any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to the worker's health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies of materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(8) Contracts, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

(9) All negotiated contracts over \$10,000 awarded by the grantee shall include a provision to the effect that the grantee, A.I.D., the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(10) Contracts in excess of \$100,000 to be performed in the United States shall contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401) and the Federal Water Pollution Control Act (40 CFR 15) as amended. Violations shall be reported to A.I.D. and the Regional Office of the Environmental Protection Agency.

(11) Contracts which require performance outside the United States shall contain a provision requiring Workmen's Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. The grantee should refer questions on this subject to the A.I.D. grant officer.

(END OF STANDARD PROVISION)

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OMB Control No. 0412-0510
Expiration Date 12/31/89

A.I.D. ELIGIBILITY RULES FOR GOODS AND SERVICES (NOVEMBER 1985)

(This provision is applicable when goods or services are procured under the grant.)

(a) Ineligible and Restricted Goods and Services: If A.I.D. determines that the grantee has procured any of the restricted or ineligible goods and services specified below, or has procured goods and services from unauthorized sources, and has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to A.I.D. the entire amount of the reimbursement. A.I.D.'s policy on ineligible and restricted goods and services is contained in Chapter 4 of A.I.D. Handbook 1, Supplement B, entitled "Procurement Policies".

(1) Ineligible Goods and Services. Under no circumstances shall the grantee procure any of the following under this grant:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this grant shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the A.I.D. Consolidated List of Debarred, Suspended, and Ineligible Awardees under A.I.D. Regulation 8, entitled "Debarment, Suspension and Ineligibility" (22 CFR 208). A.I.D. will provide the grantee with a copy of this list upon request.

(3) Restricted Goods. The grantee shall not procure any of the following goods and services without the prior written authorization of the grant officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Rubber compounding chemicals and plasticizers,
- (vi) Used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) Fertilizer.

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(b) Source, Origin, and Nationality: The eligibility rules for goods and services are based on source, origin, and nationality and are divided into two categories. One applies when the total procurement during the life of the grant is over \$250,000 and the other applies when the total procurement element during the life of the grant is not over \$250,000. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the grant officer. A.I.D. policies and definitions on source, origin, and nationality are contained in Chapters 4 and 5 of A.I.D. Handbook 1, Supplement B, entitled "Procurement Policies".

(1) When the total procurement element during the life of this grant is valued at \$250,000 or less, the following rules apply:

(i) All goods and services, the costs of which are to be reimbursed under this grant and which will be financed with U. S. dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., A.I.D. Geographic Code 935) in accordance with the following order of preference:

- (A) The United States (A.I.D. Geographic code 000),
- (B) The Cooperating Country,
- (C) "Selected Free World" countries (A.I.D. Geographic Code 941), and
- (D) "Special Free World" countries (A.I.D. Geographic Code 935).

(ii) Application of Order of Preference: When the grantee procures goods and services from other than U.S. sources, under the order of preference in paragraph b(1)(i) above, the grantee shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Impelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or

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(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the grant.

(2) When the total procurement element exceeds \$250,000, the following rule applies: Except as may be specifically approved or directed in advance by the grant officer, all goods and services, which will be reimbursed under this grant and financed with U. S. dollars, shall be procured in and shipped from the U. S. (Code 000) and from any other countries within the authorized geographic code as specified in the schedule of this grant.

(c) Marine Insurance: The eligibility of marine insurance is determined by the country in which it is placed. Insurance is placed in a country if payment of the insurance premium is made to, and the insurance policy is issued by an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the Cooperating Country is also eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in the U. S., then any A.I.D.-financed commodity shipped to that country shall be insured against marine risk and the insurance shall be placed in the U. S. with a company or companies authorized to do marine insurance business in the U. S.

(d) Ocean and air transportation shall be in accordance with the applicable provisions contained within this grant.

(e) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by A.I.D. in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (A.I.D. Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (A.I.D. Geographic Code 941), and
- (4) "Special Free World" countries (A.I.D. Geographic Code 899).

(f) Special Restrictions on the Procurement of Construction or Engineering Services: Section 604(g) of the Foreign Assistance Act provides that A.I.D. funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under Geographic Code 941, which

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have attained a competitive capability in international markets for construction services or engineering services." In order to insure eligibility of a Code 941 contractor for construction or engineering services, the grantee shall obtain the grant officer's prior approval for any such contract.

(END OF STANDARD PROVISION)

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SUBAGREEMENTS (NOVEMBER 1985)

(This provision is applicable when subgrants or cooperative agreements are financed under the grant.)

(a) Funds provided under this grant shall not be used to support any subrecipient whose name appears on the A.I.D. Consolidated List of Debarred, Suspended, or Ineligible Awardees under A.I.D. Regulation 8, entitled "Debarment, Suspension and Ineligibility" (22 CFR 208). A.I.D. will provide the grantee with a copy of this list upon request.

(b) All subagreements shall as a minimum contain, in addition to provisions to define a sound and complete agreement, the following provisions as well as any that are specifically required by any other provision in this grant. Whenever a provision within this grant is required to be inserted in a subagreement, the grantee shall insert a statement in the subagreement that in all instances where the U.S. Government is mentioned, the grantee's name will be substituted.

(1) Subagreements in excess of \$10,000 shall contain provisions or conditions that will allow for administrative or legal remedies in instances where subrecipients violate subagreement terms and provide for such remedial action as may be appropriate.

(2) All subagreements in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which termination will be effected and the basis for settlement. In addition, such subagreements shall describe conditions under which the subagreement may be terminated for default as well as conditions where the subagreement may be terminated because of circumstances beyond the control of the subrecipient.

(3) Subagreements, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or subagreements in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the subagreement are subject to the regulations contained in the provisions of this grant. The subrecipient shall be advised as to the source of additional information regarding these matters.

(4) All subagreements over \$10,000 issued by recipients shall include a provision to the effect that the recipient, A.I.D., the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the subrecipient which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(END OF STANDARD PROVISION)

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* LOCAL COST FINANCING (NOVEMBER 1988)

(This provision applies only when local costs are authorized by the grant, and must be used with the standard provision entitled "Procurement of Goods and Services.")

(a) Costs qualifying as local costs are eligible for financing under the grant in accordance with the terms of this standard provision. Local costs are defined as (1) indigenous goods, (2) imported shelf items, and (3) services provided by suppliers meeting the requirements contained in subparagraph (b). Indigenous goods are those that have been mined, grown or produced in the cooperating country through manufacture, processing or assembly. In the case of produced goods containing imported components, to qualify as indigenous a commercially recognized new commodity must result that is substantially different in basic characteristics or in purpose or utility from its components. Imported items are eligible for financing under the following situations: (1) Imported items available in the cooperating country which otherwise meet the source/origin requirements of the grant may be financed in unlimited quantities, regardless of dollar value, up to the total amount available for local procurement under the terms of the grant agreement. (2) Imported items from Geographic Code 941 countries which are available in the cooperating country can be funded in unlimited quantities, regardless of dollar value, up to the total amount available for local procurement under the terms of the grant. (3) Imported items from any Free World country which are available locally, or imported specifically for the grant, may be financed if the cost of the transaction, excluding the cost of the transportation, does not exceed the local currency equivalent of \$5,000. *

(b) To qualify as local costs, goods and services must also meet the following additional requirements:

- (1) They must be paid for in local currency.
- (2) The supplier must be located in the cooperating country and must be of cooperating country nationality as defined in AID Handbook 1B, Chapter 5.
- (3) Any component from a country not included in AID geographic code 935 renders a commodity ineligible for financing.

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(c) Ineligible Goods and Services: Under no circumstances shall the grantee procure any of the following under this grant:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police or other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(d) Ineligible Suppliers: Funds provided under this grant shall not be used to procure any goods or services furnished by any firm or individual whose name appears on A.I.D.'s Consolidated List of Debarred, Suspended, or Ineligible Awardees (A.I.D. Regulation 8, (22 CFR 208)). A.I.D. will provide the grantee with this list upon request.

(e) Restricted Goods: The grantee shall not procure any of the following goods and services without the prior written authorization of the grant officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals,
- (4) Pesticides,
- (5) Rubber compounding chemicals and plasticizers,
- (6) Used equipment,
- (7) U.S. Government-owned excess property, or
- (8) Fertilizer.

(f) If A.I.D. determines that the grantee has procured any of the restricted or ineligible goods and services specified in subparagraphs (c) through (e) above, or has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to A.I.D. the entire amount of the reimbursement.

(END OF STANDARD PROVISION)

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PATENT RIGHTS (NOVEMBER 1985)

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

(a) Definitions.

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

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

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

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

(5) Small business firm means a domestic small business concern as defined at Section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, shall be used.

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

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

(c) Invention Disclosure, Election of Title, and Filing of Patent Applications by Recipient:

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

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

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

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

(d) Conditions When the Government May Obtain Title: The recipient shall convey to A.I.D. upon written request, title to any subject invention:

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

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

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

(e) Minimum Rights to Recipient:

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

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

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

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(f) Recipient Action to Protect the Government's Interest:

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

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

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

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

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

(h) Reporting Utilization of Subject Inventions: The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization

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that are being made by the recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the recipient, and such other data and information as A.I.D. may reasonably specify. The recipient also agrees to provide additional reports as may be requested by A.I.D. in connection with any march-in proceedings undertaken by A.I.D. in accordance with paragraph (j) of this provision. To the extent data or information supplied under this section is considered by the recipient, its licensee or assignee to be privileged and confidential and is so marked, A.I.D. agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

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

(j) March-in Rights: The recipient agrees that with respect to any subject invention in which it has acquired title, A.I.D. has the right to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, A.I.D. has the right to grant such a license itself if A.I.D. determines that:

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

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

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

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

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(k) Special Provisions for Agreements with Nonprofit Organizations: If the recipient is a nonprofit organization, it agrees that:

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

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

(i) Five years from first commercial sale or use of the invention;
or

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

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

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

(1) Communications: Communications concerning this provision shall be addressed to the grant officer at the address shown in this agreement.

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PUBLICATIONS (NOVEMBER 1985)

(This provision is applicable when publications are financed under the grant.)

(a) If it is the grantee's intention to identify A.I.D.'s contribution to any publication resulting from this grant, the grantee shall consult with A.I.D. on the nature of the acknowledgement prior to publication.

(b) The grantee shall provide the A.I.D. project officer with one copy of all published works developed under this grant and with lists of other written work produced under the grant.

(c) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the grant unless the schedule of the grant has identified the profits or royalties as program income.

(d) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but A.I.D. reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

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NEGOTIATED INDIRECT COST RATES - PREDETERMINED (MAY 1986)

(This provision is applicable to organizations whose indirect cost rate(s) under this grant are on a predetermined basis.)

(a) The allowable indirect costs under this grant shall be obtained by applying predetermined indirect cost rate(s) to the base(s) agreed upon by the parties, as specified in the schedule of this grant.

(b) Not later than 90 days after the close of the grantee's fiscal year, the grantee shall submit to the cognizant Government Audit Activity in accordance with OMB Circular A-88 a proposed predetermined indirect cost rate(s) and supporting cost data. In the event A.I.D. is the cognizant agency or no cognizant agency has been designated, the grantee shall submit a copy of the proposed predetermined indirect cost rate(s) and supporting cost data to the A.I.D. Inspector General, Washington, D.C. 20523, and to the Overhead and Special Costs - Contract Closeout Branch, Office of Procurement, Washington, D.C. 20523. The proposed rate(s) shall be based on the grantee's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rate(s) shall begin as soon as practical after receipt of the grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of the applicable cost principles in effect on the date of this grant.

(d) Rates for subsequent periods shall be negotiated and the results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. Such agreement shall be automatically incorporated into this grant upon execution and shall specify (1) the agreed upon predetermined rate(s), (2) the base(s) to which the rate(s) apply, (3) the fiscal year (unless the parties agree to a different period) for which the rate(s) apply, and (4) the specific items treated as direct costs or any change in the items previously agreed to be direct costs. The indirect cost rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.

(e) Pending establishment of predetermined indirect cost rate(s) for any fiscal year or different period agreed to by the parties, the grantee shall be reimbursed either at the rate(s) fixed for the previous fiscal year or other period or at billing rate(s) acceptable to the A.I.D. grant officer subject to appropriate adjustment when the final rate(s) for the fiscal year or other period are established.

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(f) Any failure by the parties to agree on any predetermined indirect cost rate(s) under this provision shall not be considered a dispute within the meaning of the "Disputes" provision of this grant. If for any fiscal year or other period specified in the grant the parties fail to agree on a predetermined indirect cost rate(s), it is agreed that the allowable indirect costs under this grant shall be obtained by applying negotiated final indirect cost rate(s) in accordance with the terms of the standard provision of this grant entitled "Negotiated Indirect Cost Rates - Provisional".

(END OF STANDARD PROVISION)

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NEGOTIATED INDIRECT COST RATES - PROVISIONAL (MAY 1986)

(This provision is applicable to any organization which does not have predetermined indirect cost rate(s); however, it shall also be included when the NEGOTIATED INDIRECT COST RATES - PREDETERMINED standard provision is used.)

(a) A provisional indirect cost rate(s) shall be established for each of the grantee's accounting periods during the term of this grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the periods shown in the schedule of this grant.

(b) Not later than 90 days after the close of the grantee's fiscal year, the grantee shall submit to the cognizant Government Audit Activity in accordance with OMB Circular A-88 proposed final indirect cost rate(s) and supporting cost data. In the event A.I.D. is the cognizant agency or no cognizant agency has been designated, the grantee shall submit a copy of the proposed final indirect cost rate(s) and supporting cost data to the A.I.D. Inspector General, Washington, D.C. 20523, and to the Overhead and Special Costs - Contract Closeout Branch, Office of Procurement, Washington, D.C. 20523. The proposed rate(s) shall be based on the grantee's actual cost experience during that fiscal year. Negotiations of final indirect cost rate(s) shall begin as soon as practical after receipt of the grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles in effect on the date of this grant.

(d) The results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. Such agreement shall specify (1) the agreed upon final rate(s), (2) the base(s) to which the rate(s) apply, and (3) the period for which the rate(s) apply. The indirect cost rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.

(e) Pending establishment of final indirect cost rate(s) for any period, the grantee shall be reimbursed either at negotiated provisional rate(s) as provided above or at billing rate(s) acceptable to the grant officer, subject to appropriate adjustment when the final rate(s) for that period are established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rate(s) provided in this standard provision shall be set forth in a modification to this grant.

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(f) Any failure by the parties to agree on final rate(s) under this standard provision shall be considered a dispute within the meaning of the standard provision of this grant entitled "Disputes" and shall be disposed of in accordance therewith.

(END OF STANDARD PROVISION)

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REGULATIONS GOVERNING EMPLOYEES (NOVEMBER 1985)

(The following applies to the grantee's employees who are not citizens of the cooperating country.)

(a) The grantee's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

(b) The sale of personal property or automobiles by grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire A.I.D. personnel employed by the Mission except as this may conflict with host government regulations.

(c) Other than work to be performed under this grant for which an employee is assigned by the grantee, no employee of the grantee shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

(d) The grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any grantee employee is not in accordance with the preceding paragraphs, the grantee's chief of party shall consult with the A.I.D. Mission Director and the employee involved and shall recommend to the grantee a course of action with regard to such employee.

(f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

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PARTICIPANT TRAINING (MAY 1986)

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

(a) Definition: A participant is any non-U.S. individual being trained under this grant outside of that individual's home country.

(b) Application of Handbook 10: Participant training under this grant is to be conducted according to the policies established in A.I.D. Handbook 10, Participant Training, except to the extent that specific exceptions to Handbook 10 have been provided in this grant with the concurrence of the Office of International Training. (Handbook 10 may be obtained by submitting a request to the Office of International Training (S&T/IT), Agency for International Development, Washington, D.C. 20523.) Except for paragraph (h) on orientation, the following paragraphs in this standard provision are not subject to waiver except as specifically stated.

(c) Participant Training Information System: All grantees shall ensure that participants trained in the United States or in a third country are included in the Agency's Participant Training Information System.

The grantee shall fill out form A.I.D. 1381-4 entitled "Participant Data" and send it to the addresses indicated on the back of the form. The grantee can obtain a supply of these forms and additional instructions for completing them from the Office of International Training. Data should be submitted prior to the initiation of participant travel. If this is not possible, the forms should be prepared and submitted immediately after arrival of the participant(s). The grantee shall also submit to the Office of International Training a blue copy of the form when subsequent changes in the participant's training program are made and at termination of participant's training program, ensuring that the original participant number (pre-printed on the form) is used.

(d) Visa Requirements for Training Within The United States:

(1) Under the authority of Section 635(f) of the Foreign Assistance Act, A.I.D.-sponsored participants are admitted to the United States under the Department of State/USIA Exchange Visitor Program and are issued J-1 visas. The program identification number is G-2-0263.

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(2) J-1 visas are issued by the U.S. Embassy or Consulate for A.I.D.-sponsored participants upon submission by the participant of Form IAP-66A which may be obtained only from the A.I.D. Mission. The Mission retains one copy of the IAP-66A and forwards one copy to A.I.D./S&T/IT.

(3) Holders of J-1 visas are subject to the Immigration and Nationality Act, as amended, and may not apply for an immigrant or an H or L nonimmigrant visa until 2 years' residency is completed in their home country, after completion of training.

(4) Participant passports and visas should normally be valid for six months beyond the duration of the proposed program to allow for program readjustments if necessary. This may not be regarded as an opportunity to encourage program extensions.

(e) Maintenance and Other Allowances: Grantees must observe the maintenance and other allowances for A.I.D.-sponsored participants in the United States and third countries as set forth in Handbook 10. No exceptions or variations are permissible except with the advance concurrence of the Office of International Training.

(f) Health and Accident Coverage (HAC) Program For Training Within The United States: The grantee shall enroll all participants training in the United States in A.I.D.'s HAC Program. HAC Program coverage for an enrolled participant begins at the moment of departure from the host country to the United States until the moment of return to the host country providing, however, that there is not substantial unapproved delay between completion of training under this grant and the return, and that there is no layover at any point to or from the United States except the minimal amount necessary for plane connections.

(1) The HAC Program enables the participant, or the provider of medical services, to submit bills for medical costs resulting from illness and accident to the HAC Claims Office which pays all reasonable and necessary medical charges for covered services not otherwise covered by other insurance programs (see paragraph 6 below), in accordance with the standard coverage established by A.I.D. under the HAC Program.

(2) The grantee shall, as early as possible and no later than the initiation of travel to the United States by each participant financed by A.I.D. under this grant, fill out form A.I.D. 138i-4 entitled "Participant Data" and mail it to the addressees indicated on the back of the form. The grantee can obtain a supply of these forms and instructions for completing them from the Office of International Training at the address indicated in section (b) above.

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(3) Enrollment fees shall be submitted, thirty days prior to the beginning of each new enrollment period. Payments will be made via check made payable to A.I.D. and submitted to:

Agency for International Development
Office of Financial Management
Central Accounting Division-Cashier (FM/CAD)
Washington, D.C. 20523

(i) The enrollment fee shall be accompanied by a letter which lists the names of the participants (identical to that on the Participant Data Form), participant I.D. numbers from the Participant Data Form, period of coverage, fee amount paid, grant number, name of grantee, host country, and the U. S. Government appropriation number as shown on the grant.

(ii) The enrollment fees shall be calculated on the basis of fixed rates per participant per each 30 day period. The enrollment fees may not be prorated for fractional periods of less than 30 days and should cover the current training period for which funds are obligated under the grant. Current rates are found in Handbook 10 Participant Training Notices.

(iv) The grantee shall assure that enrollment begins immediately upon the participant's departure for the United States for the purpose of participating in a training program financed or sponsored by A.I.D., and that enrollment continues in full force and effect until the participant returns to his or her country of origin or is released from A.I.D.'s responsibility, whichever occurs first. The grantee shall continue enrollment coverage for participants whose departure is delayed due to medical or other compelling reasons, with the written concurrence of the grant officer.

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

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

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

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(g) Participant Counseling For Training Within The United States: Problems involving participants such as serious physical or emotional illness, accident or injury, arrest, death, the voluntary or involuntary early termination of a program, and the refusal of a participant to return to the home country upon completion of the program should be referred to the A.I.D. Participant Counselor at the Office of International Training.

The Counselor can be reached by calling the Office of International Training during workdays and the A.I.D. Duty Officer (202-647-1512) at other times. In referring cases, give the Counselor the name, country, and current location of the participant as well as a brief description of the problem with names and telephone numbers of hospitals, physicians, attorneys, etc. Following verbal referral, the participant's name, home address, and next of kin, and location of training should be sent to the grant officer, who will transmit the information to the S&T/IT Counselor.

(h) Orientation: In addition to the above mandatory requirements for all participants, grantees are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation (see Chapter 13 of Handbook 10) and orientation in Washington at the Washington International Center (see Chapter 18D of Handbook 10). The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the grant officer, who will transmit the request to NCIV through S&T/IT.

(END OF STANDARD PROVISION)

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VOLUNTARY POPULATION PLANNING (AUGUST 1986)

(This provision is applicable to all grants involving any aspect of voluntary population planning activities.)

(a) Voluntary Participation:

(1) The grantee agrees to take any steps necessary to ensure that funds made available under this grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Voluntary Participation Requirements For Sterilization Programs:

(1) None of the funds made available under this grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization.

(2) The grantee shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this grant are performed only after the individual has voluntarily gone to the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the grantee shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the

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basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

(4) Copies of informed consent forms and certification documents for each voluntary sterilization procedure must be retained by the grantee for a period of three years after performance of the sterilization procedure.

(c) Prohibition on Abortion-Related Activities:

(1) No funds made available under this grant will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.

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

(d) Ineligibility of Foreign Nongovernmental Organizations That Perform or Actively Promote Abortion As A Method of Family Planning:

(1) The recipient agrees that it will not furnish assistance for family planning under this grant to any foreign nongovernmental organization which performs or actively promotes abortion as a method of family planning in A.I.D.-recipient countries or which provides financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph (d), a foreign nongovernmental organization is a nongovernmental organization which is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.

(2) Prior to furnishing funds provided under this grant to another nongovernmental organization organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, the recipient shall obtain the written agreement of such organization that the organization shall not furnish assistance for family planning under this grant to any foreign nongovernmental organization except under the conditions and requirements that are applicable to the recipient as set forth in this paragraph (d).

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(3) The recipient may not furnish assistance for family planning under this grant to a foreign nongovernmental organization (the subrecipient) unless;

(i) the subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in A.I.D.-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities, and

(ii) the recipient obtains the written agreement of the subrecipient containing the undertakings described in subparagraph (4), below.

(4) Prior to furnishing assistance for family planning under this grant to a subrecipient, the subrecipient must agree in writing that:

(i) The subrecipient will not, while receiving assistance under this grant, perform or actively promote abortion as a method of family planning in A.I.D.-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities.

(ii) The recipient and authorized representatives of A.I.D. may, at any reasonable time, (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one.

(iii) In the event the recipient or A.I.D. has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the recipient shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the recipient such books and records and other information as may be reasonably requested in order to conduct the review. A.I.D. may also review the family planning program of the subrecipient under these circumstances, and A.I.D. shall have access to such books and records and information for inspection upon request.

(iv) The subrecipient shall refund to the recipient the entire amount of assistance for family planning furnished to the subrecipient under this grant in the event it is determined that the certification provided by the subrecipient under subparagraph (3), above, is false.

(v) Assistance for family planning provided to the subrecipient under this grant shall be terminated if the subrecipient violates any undertaking in the agreement required by subparagraphs (3) and (4), and the

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subrecipient shall refund to the recipient the value of any assistance furnished under this grant that is used to perform or actively promote abortion as a method of family planning.

(vi) The subrecipient may furnish assistance for family planning under this grant to another foreign nongovernmental organization (the sub-subrecipient) only if (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in A.I.D.-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the recipient as described in subparagraphs (4)(i)-(v), above.

(5) Agreements with subrecipients and sub-subrecipients required under subparagraphs (3) and (4) shall contain the definitions set forth in subparagraph (10) of this paragraph (d).

(6) The recipient shall be liable to A.I.D. for a refund for a violation of any requirement of this paragraph (d) only if (i) the recipient knowingly furnishes assistance for family planning to a subrecipient who performs or actively promotes abortion as a method of family planning, or (ii) the certification provided by a subrecipient is false and the recipient failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient, or (iii) the recipient knows or has reason to know, by virtue of the monitoring which the recipient is required to perform under the terms of this grant, that a subrecipient has violated any of the undertakings required under subparagraph (4) and the recipient fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate such assistance to a sub-subrecipient which violates any undertaking of the agreement required under subparagraph (4)(vi), above. If the recipient finds, in exercising its monitoring responsibility under this grant, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (10)(iii)(A)(II), below, the recipient shall verify that this information is being provided properly in accordance with subparagraph (10)(iii)(A)(II) and shall describe to A.I.D. the reasons for reaching its conclusion.

(7) In submitting a request to A.I.D. for approval of a recipient's decision to furnish assistance for family planning to a subrecipient, the recipient shall include a description of the efforts made by the recipient to verify the validity of the certification provided by the subrecipient. A.I.D. may request the recipient to make additional efforts to verify the validity of the certification. A.I.D. will inform the recipient in writing when A.I.D. is satisfied that reasonable efforts have been made. If A.I.D. concludes that these efforts are reasonable within the meaning of subparagraph (6) above, the

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recipient shall not be liable to A.I.D. for a refund in the event the subrecipient's certification is false unless the recipient knew the certification to be false or misrepresented to A.I.D. the efforts made by the recipient to verify the validity of the certification.

(8) It is understood that A.I.D. also may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.

(9) A subrecipient must provide the certification required under subparagraph (3) and a sub-subrecipient must provide the certification required under subparagraph (4)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient furnishing assistance for family planning under the grant.

(10) The following definitions apply for purposes of this paragraph (d):

(i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).

(ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals which do not include abortion in their family planning programs.

(iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.

(A) This includes, but is not limited to, the following:

(I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;

(II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided

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to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country require a response regarding where it may be obtained safely);

(III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning;

(IV) Conducting a public information campaign in A.I.D.-recipient countries regarding the benefits and/or availability of abortion as a method of family planning.

(B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape, incest or if the life of the mother would be endangered if the fetus were carried to term.

(C) Action by an individual acting in the individual's capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that the individual is acting on behalf of the organization.

(iv) To furnish assistance to a foreign nongovernmental organization means to provide financial support under this grant to the family planning program of the organization, and includes the transfer of funds made available under this grant or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the recipient, subrecipient or sub-subrecipient.

(v) To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.

(11) In determining whether a foreign nongovernmental organization is eligible to be a subrecipient or sub-subrecipient of assistance for family planning under this grant, the action of separate nongovernmental organizations shall not be imputed to the subrecipient or sub-subrecipient, unless, in the judgment of A.I.D., a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (d). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The recipient may request A.I.D.'s approval to treat as separate the family

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planning activities of two or more organizations, which would not be considered separate under the preceding sentence, if the recipient believes, and provides a written justification to A.I.D. therefor, that the family planning activities of the organizations are sufficiently distinct as to warrant not imputing the activity of one to the other.

(12) Assistance for family planning may be furnished under this grant by a recipient, subrecipient or sub-subrecipient to a foreign government even though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government.

(13) The requirements of this paragraph are not applicable to family planning assistance furnished to a foreign nongovernmental organization which is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and birth spacing or family planning is one of several health care services being provided by the organization as part of an integrated system of health service delivery.

(e) The grantee shall insert paragraphs (a), (b), (c), and (e) of this provision in all subsequent subagreements and contracts involving family planning or population activities which will be supported in whole or part from funds under this grant. Paragraph (d) shall be inserted in subagreements and sub-subagreements in accordance with the terms of paragraph (d). The term subagreement means subgrants and subcooperative agreements.

(END OF STANDARD PROVISION)

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PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (NOVEMBER 1985)

(This provision is applicable when human subjects are involved in research financed by the grant.)

(a) Safeguarding the rights and welfare of human subjects involved in research supported by A.I.D. is the responsibility of the organization to which support is awarded. It is the policy of A.I.D. that no work shall be initiated under any grant for the support of research involving human subjects unless the research is given initial and continuing review and approval by an appropriate committee of the applicant organization. This review shall assure that (1) the rights and welfare of the individuals involved are adequately protected, (2) the methods used to obtain informed consent are adequate and appropriate, and (3) the risks and potential medical benefits of the investigation are assessed.

(b) The organization must provide written assurance to A.I.D. that it will abide by this policy for all research involving human subjects supported by A.I.D. This assurance shall consist of a written statement of compliance with the requirements regarding initial and continuing review of research involving human subjects and a description of the organization's review committee structure, its review procedures, and the facilities and personnel available to protect the health and safety of human subjects. In addition to providing the assurance, the organization must also certify to A.I.D. for each proposal involving human subjects that its committee has reviewed and approved the proposed research before any work may be initiated.

(c) Since the welfare of the subject individual is a matter of concern to A.I.D. as well as to the organization; A.I.D. advisory groups, consultants, and staff may independently review all research involving human subjects, and prohibit research which presents unacceptable hazards. This provision, however, shall not derogate in any manner from the responsibility of the organization set forth herein.

(d) All of the above provisions apply to any research involving human subjects conducted outside of the United States and, in addition, such overseas research will conform to legal and other requirements governing human research in the country where they are conducted.

(e) In addition to the procedures set forth above, studies with unmarketed drugs will be carried out in accordance with provisions applicable in the country where the study is conducted. In the United States, the regulations of the Food and Drug Administration will be followed and evidence of such compliance provided to A.I.D.

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(f) Guidance on procedures to safeguard human subjects involved in research is found in Title 45, Part 46, of the Code of Federal Regulations. Compliance with these procedures, except as modified above, is required.

(END OF STANDARD PROVISION)

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CARE OF LABORATORY ANIMALS (NOVEMBER 1985)

(This provision is applicable when laboratory animals are involved in research financed by the grant.)

(a) Before undertaking performance of any grant involving the use of laboratory animals, the grantee shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The grantee shall furnish evidence of such registration to the grant officer.

(b) The grantee shall acquire animals used in research under this grant only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.

(c) In the care of any live animals used or intended for use in the performance of this grant, the grantee shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in (a) above. In case of conflict between standards, the higher standard shall be used. The grantee's reports on portions of the grant in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The grantee may request registration of the grantee's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the grantee's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contracting the Senior Staff Office, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, Maryland 20782.

(END OF STANDARD PROVISION)

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GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY (NOVEMBER 1985)

(This provision applies when personal property is furnished under the grant.)

The policies and procedures of Handbook 16, "Excess Property," and the appropriate provisions of 41 CFR 101-43 apply to the Government furnished excess property under this grant.

(END OF STANDARD PROVISION)

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TITLE TO AND USE OF PROPERTY (GRANTEE TITLE) (NOVEMBER 1985)

(This provision is applicable when the Government vests title to property in the grantee only.)

Title to all property financed under this grant shall vest in the grantee, subject to the following conditions:

(a) The grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the grantee under this provision under this grant or any other U.S. Government agreement, subagreement, contract, or subcontract.

(b) The grantee agrees to use and maintain the property for the purpose of the grant in accordance with the requirements of paragraphs (c), (d), (e), and (f) below.

(c) Real Property:

(1) Real property means land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

(2) Use of Real Property:

(i) The grantee shall use the real property for the authorized purpose of the project, as long as it is needed.

(ii) The grantee shall obtain approval from A.I.D. for the use of real property in other projects when the grantee determines that the property is no longer needed for the purpose of the original program. Use in other programs shall be limited to those under other federally sponsored programs (i.e., grants or other agreements) that have purposes consistent with those authorized for support by A.I.D.

(3) Disposition of Real Property: When the real property is no longer needed as provided in (2) above, the grantee shall request disposition instructions from A.I.D. or its successor Federal sponsoring agency. A.I.D. or the successor Federal sponsoring agency shall observe the following rules in the disposition instructions:

(i) The grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original program to the fair market value of the property.

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(ii) The grantee may be directed to sell the property under guidelines provided by the Federal sponsoring agency and pay the Federal Government an amount computed by applying the Federal percentage of participation in the cost of the original program to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

(iii) The grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the grantee shall be entitled to compensation computed by applying the grantee's percentage of participation in the cost of the program to the current fair market value of the property.

(d) Nonexpendable Property:

(1) Nonexpendable personal property means tangible personal property having a useful life of more than two years and an acquisition cost of \$500 or more per unit.

(2) Use of Nonexpendable Personal Property:

(i) The grantee shall use the property in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds. When no longer needed for the original program, the grantee shall use the property in connection with its other federally sponsored activities in the following order of priority:

(A) Activities sponsored by A.I.D.

(B) Activities sponsored by other Federal agencies.

(ii) Shared use - During the time that nonexempt nonexpendable personal property is held for use on the program for which it was acquired the grantee shall make it available for use on other programs if such other use will not interfere with the work on the program for which the property was originally acquired. First preference for such other use shall be given to other programs sponsored by A.I.D.; second preference shall be given to programs sponsored by other Federal agencies. User charges should be considered if appropriate.

(3) Disposition Of Nonexpendable Personal Property - With A Unit Acquisition Cost Of Less Than \$1,000: The grantee may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

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(4) Disposition Of Nonexpendable Personal Property With A Unit
Acquisition Cost Of \$1,000 Or More:

(i) The grantee agrees to report such items to the grant officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.

(ii) The grantee may retain the property for other uses provided that compensation is made to A.I.D. or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original program to the current fair market value of the property. If the grantee has no need for the property and the property has further use value, the grantee shall request disposition instructions from A.I.D.

(iii) A.I.D. shall determine whether the property can be used to meet A.I.D. requirements. If no requirement exists within A.I.D. the availability of the property shall be reported to the General Services Administration by A.I.D. to determine whether a requirement for the property exists in other Federal agencies. A.I.D. shall issue instructions to the recipient no later than 120 days after the grantee's request and the following procedures shall govern:

(A) If so instructed or if disposition instructions are not issued within 120 calendar days after the grantee's request, the grantee shall sell the property and reimburse A.I.D. an amount computed by applying to the sales proceeds that percentage of Federal participation in the cost of the original program. However, the grantee shall be permitted to deduct and retain from the Federal share \$100 or ten percent of the proceeds, whichever is greater, for the grantee's selling and handling expenses.

(B) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the recipient's participation in the cost of the original grant program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.

(C) If the grantee is instructed to otherwise dispose of the property, the grantee shall be reimbursed by A.I.D. for such costs incurred in its disposition.

(e) Expendable Personal Property:

(1) Expendable personal property means all tangible personal property other than nonexpendable property.

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(2) The grantee shall use the expendable personal property for the authorized purpose of the grant program, as long as it is needed.

(3) If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the grant and the property is not needed for any other federally sponsored program, the grantee shall retain the property for use on nonfederally sponsored activities, or sell it, but must in either case, compensate the Federal Government for its share. The amount of compensation shall be computed in the same manner as nonexpendable personal property.

(f) The grantee's property management standards for nonexpendable personal property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and shall include:

(i) A description of the property.

(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

(iii) Source of the property, including grant or other agreement number.

(iv) Whether title vests in the grantee or the Federal Government.

(v) Acquisition date and cost.

(vi) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired.

(vii) Location, use, and condition of the property and the date the information was reported.

(viii) Unit acquisition cost.

(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where the grantee compensates A.I.D. for its share.

(2) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The grantee shall in connection with the inventory, verify the existence, current utilization, and continued need for the property. The

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inventory listing shall be retained as documentation in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records."

(3) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

(4) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(5) Where the grantee is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practicable and result in the highest possible return.

(END OF STANDARD PROVISION)

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TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (NOVEMBER 1985)

(This provision is applicable when title to property is vested in the U.S. Government.)

(a) Property, title to which vests in the Government under this grant, whether furnished by the Government or acquired by the grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.

(b) Use of Government Property: Government property shall, unless otherwise provided herein or approved by the grant officer, be used only for the performance of this grant.

(c) Control, Maintenance and Repair of Government Property:

(1) The grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the grant officer may prescribe as reasonably necessary for the protection of the Government property.

(2) The grantee shall submit, for review and written approval of the grant officer, a records system for property control and a program for orderly maintenance of Government property; however, if the grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110, the grantee shall furnish the grant officer proof of such approval in lieu of another approval submission.

(3) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of Government property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(ii) The price of each item of property acquired or furnished under this grant.

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(iii) The location of each item of property acquired or furnished under this grant.

(iv) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the grant.

(vi) Date of order and receipt of any item acquired or furnished under the grant.

(vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this grant, the status of property acquired or furnished under this grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the grant shall be submitted yearly concurrently with the annual report.

(4) Maintenance Program: The grantee's maintenance program shall be consistent with sound business practice, the terms of the grant, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except

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that the grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the grantee's business, or all or substantially all of the grantee's operation at any one plant, laboratory, or separate location in which this grant is being performed;

(ii) Which results from a failure on the part of the grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above, or

(B) to take all reasonable steps to comply with any appropriate written directions of the grant officer under (c) above;

(iii) For which the grantee is otherwise responsible under the express terms designated in the schedule of this grant;

(iv) Which results from a risk expressly required to be insured under some other provision of this grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the grantee's liability under any one exception shall not be limited by any other exception.

(2) The grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the grantee to carry such insurance under any other provision of this grant.

(3) Upon the happening of loss or destruction of or damage to the Government property, the grantee shall notify the grant officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the

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Government property in the best possible order, and furnish to the grant officer a statement of:

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and.
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The grantee shall make repairs and renovations of the damaged Government property or take such other action as the grant officer directs.

(5) In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the Government, as directed by the grant officer. The grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the grant officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

(e) Access: The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(f) Final Accounting and Disposition of Government Property: Upon completion of this grant, or at such earlier dates as may be fixed by the grant officer, the grantee shall submit, in a form acceptable to the grant officer, inventory schedules covering all items of Government property not consumed in the performance of this grant or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the grant officer.

(g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

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TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.)

(a) Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the grantee by A.I.D. or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to A.I.D. under provisions set forth in the schedule of this grant. All such property shall be under the custody and control of grantee until the owner of title directs otherwise or completion of work under this grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the grant officer may prescribe as reasonably necessary for the protection of the Government property.

(c) The grantee shall prepare and establish a program, to be approved by the appropriate A.I.D. Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The grantee shall be guided by the following requirements:

(1) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

(ii) The price of each item of property acquired or furnished under this grant.

(iii) The location of each item of property acquired or furnished under this grant.

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(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the grant.

(vi) Date of order and receipt of any item acquired or furnished under the grant.

(vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this grant, the status of property acquired or furnished under this grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the grant shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The grantee's maintenance program shall be consistent with sound business practice, the terms of the grant, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The grantee shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

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(i) Which results from willful misconduct or lack of good faith on the part of any of the grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the grantee's business, or all or substantially all of the grantee's operation at any one plant, laboratory, or separate location in which this grant is being performed;

(ii) Which results from a failure on the part of the grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or

(B) to take all reasonable steps to comply with any appropriate written directions of the grant officer under (b) above;

(iii) For which the grantee is otherwise responsible under the express terms designated in the schedule of this grant;

(iv) Which results from a risk expressly required to be insured under some other provision of this grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the grantee's liability under any one exception shall not be limited by any other exception.

(2) The grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that A.I.D. may have required the grantee to carry such insurance under any other provision of this grant.

(3) Upon the happening of loss or destruction of or damage to the cooperating country property, the grantee shall notify the grant officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the grant officer a statement of:

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- (i) The lost, destroyed, or damaged cooperating country property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the cooperating country property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The grantee shall make repairs and renovations of the damaged cooperating country property or take such other action as the grant officer directs.

(5) In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse A.I.D., as directed by the grant officer. The grantee shall do nothing to prejudice A.I.D.'s right to recover against third parties for any such loss, destruction, or damage, and upon the request of the grant officer, shall, at the Government's expense, furnish to A.I.D. all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

(e) Access: A.I.D., and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.

(f) Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this grant, or at such other date as may be fixed by the grant officer, the grantee shall submit to the grant officer an inventory schedule covering all items of equipment, materials and supplies under the grantee's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this grant. The grantee shall also indicate what disposition has been made of such property.

(g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

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COST SHARING (MATCHING) (NOVEMBER 1985)

(This provision is applicable when the recipient is required to cost share or provide a matching share.)

(a) For each year (or funding period) under this grant, the grantee agrees to expend from non-Federal funds an amount at least equal to the percentage of the total expenditures under this grant specified in the schedule of the grant. The schedule of this grant may also contain restrictions on the application of cost sharing (matching) funds. The schedule takes precedence over the terms of this provision.

(b) Eligibility of non-Federal funds applied to satisfy cost sharing (matching) requirements under this grant are set forth below:

(1) Charges incurred by the grantee as project costs. Not all charges require cash outlays by the grantee during the project period; examples are depreciation and use charges for buildings and equipment.

(2) Project costs financed with cash contributed or donated to the grantee by other non-Federal public agencies (may include public international organizations or foreign governments) and institutions, and private organizations and individuals, and

(3) Project costs represented by services and real and personal property, or use thereof, donated by other non-Federal public agencies and institutions, and private organizations and individuals.

(c) All contributions, both cash and in-kind, shall be accepted as part of the grantee's cost sharing (matching) when such contributions meet all of the following criteria:

(1) Are verifiable from the grantee's records;

(2) Are not included as contributions for any other Federally assisted program;

(3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;

(4) Are types of charges that would be allowable under the applicable Federal cost principles;

(5) Are not paid by the Federal Government under another grant or agreement (unless the grant or agreement is authorized by Federal law to be used for cost sharing or matching);

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- (6) Are provided for in the approved budget when required by A.I.D.; and
- (7) Conform to other provisions of this paragraph.
- (d) Values for grantee in-kind contributions will be established in accordance with the applicable Federal cost principles.
- (e) Specific procedures for the grantee in establishing the value of in-kind contributions from non-Federal third parties are set forth below:

(1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program:

(i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the grantee's organization. In those instances in which the required skills are not found in the grantee's organization, rates should be consistent with those paid for similar work in the labor market in which the grantee competes for the kind of services involved.

(ii) Volunteers employed by other organizations: When an employer other than the grantee furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs) provided these services are of the same skill for which the employee is normally paid.

(2) Valuation of donated expendable personal property: Donated expendable personal property includes such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost share (match) should be reasonable and should not exceed the market value of the property at the time of the donation.

(3) Valuation of donated nonexpendable personal property, buildings, and land or use thereof:

(i) The method used for charging cost sharing or matching for donated nonexpendable personal property, buildings and land may differ according to the purpose of the grant as follows:

(A) If the purpose of the grant is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.

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(B) If the purpose of the grant is to support activities that require the use of equipment, buildings, or land; depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for land may be allowed provided that A.I.D. has approved the charges.

(ii) The value of donated property will be determined in accordance with the usual accounting policies of the grantee with the following qualifications:

(A) Land and buildings: The value of donated land and buildings may not exceed its fair market value, at the time of donation to the grantee as established by an independent appraiser; and certified by a responsible official of the grantee.

(B) Nonexpendable personal property: The value of donated nonexpendable personal property shall not exceed the fair market value of equipment and property of the same age and condition at the time of donation.

(C) Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

(D) Borrowed equipment: The value of borrowed equipment shall not exceed its fair rental value.

(f) The following requirements pertain to the grantee's supporting records for in-kind contributions from non-Federal third parties:

(1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee for its employees.

(2) The basis for determining the valuation for personal services, material, equipment, buildings and land must be documented.

(g) Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon percentage set forth in the schedule of the grant.

(h) If at the end of any year (or funding period) hereunder, the grantee has expended an amount of non-Federal funds less than the agreed upon percentage of total expenditures, the difference may be applied to reduce the amount of A.I.D. funding the following year (or funding period), or, if this grant has expired or been terminated, the difference shall be refunded to A.I.D.

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(i) Failure to meet the cost sharing (matching) requirements set forth in paragraph (a) above shall be considered sufficient reasons for termination of this grant for cause in accordance with paragraph (a) entitled "For Cause" of the standard provision of this grant entitled "Termination and Suspension".

(j) The restrictions on the use of A.I.D. grant funds set forth in the standard provisions of this grant are applicable to expenditures incurred with A.I.D. funds provided under this grant. The grantee will account for the A.I.D. funds in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records".

(k) Notwithstanding paragraph (b) of the standard provision of this grant entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from A.I.D. grant funds provided hereunder, the grantee may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph (b) of this provision.

(END OF STANDARD PROVISION)

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USE OF POUCH FACILITIES (NOVEMBER 1985)

(This provision is applicable when activities under the grant will take place outside of the United States.)

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for A.I.D. grantees and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or A.I.D. Mission. In consideration of the use of pouch facilities, the grantee and its employees agree to indemnify and hold harmless, the Department of State and A.I.D. for loss or damage occurring in pouch transmission:

(1) Grantees and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of two pounds per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to (a)(1) and (2) above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) A.I.D. grantee personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide. Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch, may, however, accept the grantee's official and personal mail for pouch, provided of course, adequate postage is affixed.

(b) The grantee shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

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(c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or A.I.D. Mission.

(END OF STANDARD PROVISION)

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CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

(This provision is applicable when activities under the grant will take place outside of the United States.)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the grantee's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

(END OF STANDARD PROVISION)

QUARTERLY REPORT FORMAT

ACTIVITY PROGRESS REPORTS

Period: From _____ to _____

I. General Reference Section:

- A. Name of Non-profit corporation: _____
- B. Title of Project: _____
- C. Project Area: _____
- D. AID Grant Agreement No.: _____
- E. Amount of AID Grant: _____
- F. Total Value of Project: _____
- G. Date of Last Report: _____
- H. Date of This Report: _____

II. Expenditures/Financial Section:

- A. Amount of AID Grant: _____
 - 1. Funds Received to Date: _____
 - 2. Expenditures to Date: _____
 - 3. Balance Due Under Grant: _____
- B. Amount of Other Resources (non-USAID) Programmed: _____
 - 1. Total Cash Input to Date: _____
 - 2. Total Value of Commodities/Services to Date: _____
 - 3. Balance Remaining: _____

C. Annual progress reports only: provide information concerning current operational year budget, detailing sources of income, administrative expenses, and program costs.

- III. Brief Summary Statement of Progress During Reporting Period:
- IV. Brief Statement of Overall Status of Project from Beginning Date:
- V. Accomplishment of Specific Purpose(s): Compare actual to plan, as contained in the Implementation Plan of the Proposal:
- A. Activity No. 1 (State the activity and describe or list specific accomplishments during the reporting period which relate to it. Do the same for other activities.)
- B. Activity No. 2
- C. Activity No. 3
- VI. Prospective activities for the next implementing/reporting period. Note any major anticipated changes from project annual work plan.
- VII. Beneficiaries (if possible to list).
- A. Direct Beneficiaries: (Indicate the number, gender and type involved during the reporting period and the way in which they benefited.)
- B. Indirect Beneficiaries: (Give the best estimate of the number, gender and type during the reporting period and how they benefited.)
- C. Cumulative Totals Since Start of Project:
1. Direct: Males/Females
2. Indirect: Males/Females
- D. Brief summary of private sector and host country contributions to the project.
- VIII. Problems Encountered:
- IX. Required Actions: (List any lessons learned and any unexpected positive and negative results experienced during the reporting period.)
- X. Attachment: (Attach any detailed financial reports, charts, graphs, maps, newspaper articles, photos or other documentation which support or expand upon items I-VII above.)

*PIO/T

AGENCY FOR
INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1. Cooperating Country
LAOS

2. PIO/T No.
493-0370-3-00091

3. Original or
Amendment No. _____

4. Project/Activity No. and Title
Laos Prosthetics Project

DISTRIBUTION

5. Appropriation Symbol _____ 6. Budget Plan Code _____

7. Obligation Status
 Administrative Reservation Implementing Document

8. Project Assistance Completion Date (Mo., Day, Yr.) _____

9. Authorized Agent
USAID/Thailand

10. This PIO/T is in full conformance with PRO/AG No. _____ Date **N/A**

11a. Type of Action and Governing AID Handbook
 AID Contract (HB 14) AID Grant or Cooperative Agreement (HB 13) PASA/RSSA (HB 12) Other

11b. Contract/Grant/Cooperative Agreement/PASA/RSSA Reference Number (if this is an Amendment)
N/A

12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. A)

Maximum AID Financing Available	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		-0-	860,000	-	860,000
	B. U.S.-Owned Local Currency	-0-	-0-	-0-	-0-

13. Mission References

14A. Instructions to Authorized Agent
O/RP is requested to negotiate a HB 13 grant starting o/a September 14, 1990 ending o/a September 13, 1992 with World Vision Relief and Development, Inc. not to exceed \$860,000 for the "Laos Prosthetics/Rehabilitation Project for the Disabled" as described in the accompanying Project description and WVRD Project Proposal.

14B. Address of Voucher Paying Office **Office of Finance, USAID/Thailand, 37 Soi 15, Petchburi Road, Bangkok 10400, Thailand**

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate. GSuwanarat, PSI B. Donald Reest, PDS	Phone No. _____ Date 9/16/90	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs. Steven P. Mintz, DD <i>SM</i> Geraldine Donnelly, PRO <i>gd</i>	Date 9/28/90
C. Timothy C. Hammann, PSD	Date 9/10/90	D. Funds for the services requested are available.	Date _____
E. Michael Feldstein, AID/ENE/LCV	Date Sept 7, 1990	Robert Leonard, CONT	Date _____

16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to

Signature _____ **N/A** Date _____

17. For the Agency for International Development

Signature *Thomas H. Reese III* Date **9/29/90**

Title **Director, USAID/Thailand**

*See HB 3, Sup. A, App. C, Att B, for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action.

18. Statement of work or program description for this project is described in Attachment No. 0

19. Special Provisions

- A. Language Requirements (specify) _____
(If marked, testing must be accomplished by AID to assure desired level of proficiency.)
- B. Access to classified information will will not be required by technical specialists. (Indicate level) _____
- C. Duty post(s) and duration of technical specialist(s) services at post(s) (months) _____
- D. Dependents will will not be permitted to accompany technical specialist(s).
- E. Geographic code applicable to procurement under this PIO/T is 000 899 935 941 Other (specify) LAOS AND THAILAND
(If other than authorized in HB 1, Sup 8, Chap 5, Para 5A1d, attach waiver(s).)
- F. Salary approval(s) to exceed FS-1 salary ceiling are attached in process N/A.
- G. Cooperating country acceptance of this project (applicable to AID/W projects only)
 has been obtained is in process is not applicable to services required by PIO/T.
- H. Justification for use of external resources for consulting services is attached N/A.
- I. Clearance for procurement of ADP equipment, software, and services is attached in process N/A.
- J. OMB approval of any report to be completed by ten or more members of the general public under the statement of work is
 attached in process N/A.
- K. Participant training is is not being funded as part of this PIO/T.
- L. Requirement (contracts only) is recommended for small business set-aside SBA 8(a) Program neither.
- M. Other (specify).

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

WORLD VISION RELIEF AND DEVELOPMENT INC.

LAOS PROSTHETIC PROPOSAL

S.3 Needs Assessment Survey and Plan of Action

	Year 1	Year 2	Total
1. Professional fees (consultant)	15,000	0	15,000
- Coordinator @ \$200/day x 30 days			
- Specialists from KKU and World Concern @ \$150/day x 60 days			
2. Materials	1,000	0	1,000
- Survey forms			
- Office stationery and supplies			
3. Travelling			
Inter.			
- 3 Trips for coordinator to VT from BKK @ \$500 for 4 days' trip	1,500	0	1,500
- 2 Trips to VT of 4 persons from KKU and NGO's consultants for 4 days/trip			
Transportation	1,400	0	1,400
Accommodation	1,600	0	1,800
In-Country			
- Consultant visits 3 provinces each month (transportation \$100 x 3 x 3 accommodation for 15 days/month) Approximately \$25/day	2,000	0	2,000
- 10 Surveyors' transportation (\$10/day x 15 days)	1,500	0	1,500
4. Training for 10 surveyors in VT			
- Transportation (\$40/person)	400	0	400
- Accommodation (\$20/day/person) x 2 days	400	0	400
- Miscellaneous expenses, coffee break etc.	200	0	200
5. Communication (telephone/telex/postage)	600	0	600
6. Support services			
- Visa fees \$20/month	60	0	60
- Typing \$50/month	150	0	150
- Photocopy \$50/month	150	0	150
- Photograph @ \$30/month x 3	100	0	100
7. Per diem for 10 surveyors (\$5/day x 60)	3,000	0	3,000
SUBTOTAL	28,000	0	28,000

3.4 Medical Training

1. Thai medical training personnel			
- Transportation from KK-VT-KK @ \$150/team x 3 teams	450	450	900
- Accommodation for 10 days in VT @ \$1,500/team x 3 teams	4,500	4,500	9,000
- Per diem @ \$20/person/day \$800/team x 3 teams	1,600	1,800	3,200
- Transportation in Laos (VT to LP/SWK/CPS)			
VT-Luang Prabang	250	250	500
VT-Savannakhet	300	300	600
VT-Chumpasak	400	400	800
2. Orthopaedic workshop for 45 Lao surgeons in Vientiane			
- Accommodation (50 x 45)	2,250	2,250	4,500
- Transportation (60 x 45)	2,700	2,700	5,400
- Per diem (25 x 45)	1,125	1,125	2,250
- Materials (5 x 45)	225	225	450
- Others	900	900	1,800
3. Medical equipment for training			
List is attached	86,000	26,728	111,728
Medical training supplies			
List is attached	20,000	10,000	30,000
Non-vehicle repairs for teaching lab			
	5,000	5,000	10,000
4. Regional training and orthopaedic curriculum skill training at KKU for 6 persons for 4 months			
- Instructor fees for special courses \$20/hour x 528 hours	10,600	21,200	31,800
- Travelling VT-KK-VT for 6 surgeons	200	400	600
- Travelling in KK \$5/surgeon/month	120	240	360
- Accommodation in KK Approx. \$135/surgeon/m x 4 m x 6 persons	3,240	6,480	9,720
- Learning materials and special activities at KKU \$60/month/surgeon x 4 months x 6 surgeons	1,440	2,880	4,320

5. Formal residency at KKU for one person In the first year and two persons in the second year			
- Lecture and credit fees for special course	1,840	3,680	5,520
- Travelling VT-KK-VT 3 times \$35/trip x 3	100	200	300
- Travelling in KK (\$5/month x 12 months)	60	120	180
- Accommodation in KK (\$150/month x 12 months)	1,800	3,600	5,400
- Learning materials/others (\$100/month x 12 months)	1,200	2,400	3,600
SUBTOTAL	145,300	97,628	242,928

3.5 Medical Student Training

1. Instructor's training cost for 6 visiting professors			
- Transportation KK-VT-KK	150	0	150
- Transportation in VT (\$20/day x 5 days)	100	0	100
- Accommodation for 5 days (\$50/day/person x 5 days x 6 persons)	1,500	0	1,500
- Others	250	0	250
2. Education consultant @ \$100/day x 41 days	4,100	4,100	8,200
3. Transportation for 100 students @ \$20/student x 100 students	2,000	2,000	4,000
4. Teaching aids and handouts for 100 students			
- Teaching aids	200	200	400
- Stationery \$3/student x 100 students	300	300	600
- Handouts \$10/student x 100 students	1,000	1,000	2,000
5. Special lectures - \$20/hour x 120 hours	2,400	2,400	4,800
SUBTOTAL	12,000	10,000	22,000

3.6 Provincial Rehabilitation Clinics

1. Construction of 4 clinics \$4,000/clinic x 2 clinics	8,000	8,000	16,000
2. Equipments and shipping for 4 clinics \$5,000/clinic x 2 clinics	10,000	10,000	20,000
3. Training and materials for 8 staff (2 staff/clinic) for 5 days			
- Transportation @ \$70/staff x 8 staff	560	560	1,120
- Accommodation @ \$15/staff/day \$15 x 8 staff x 5 days	600	600	1,200

- Per diem (\$5/day/staff \$5 x 8 staff x 5 days)	200	200	400
- Materials \$10 x 8 staff	80	80	160
- Others	260	260	520
4. In-country travel for consultant - \$100/month to visit each clinic	1,200	1,200	2,400
5. Communication (telephone/telex/postage)	300	300	600
6. Support services/stationery	300	300	600
SUBTOTAL	21,500	21,500	43,000

S.7 Handicapped Skill Development

1. Professional fees @ \$100/day x 5 days per visit for 3 visits/year	1,500	1,500	3,000
2. Training for 7 Lao trainees in Thailand once a year (1 month)			
- Transportation VT-BKK-VT \$100/trainee x 7	700	700	1,400
- Transportation in BKK	270	270	540
- Accommodation \$240/trainee	1,680	1,680	3,360
- Learning materials \$50/trainee x 7	350	350	700
3. Training for 2,500 handicapped - Transportation and accommodation \$20/handicapped x 2,500 handicapped	20,000	30,000	50,000
4. Training materials for 2,500 handicapped \$25/handicapped x 2,500 handicapped	25,000	37,500	62,500
SUBTOTAL	49,500	72,000	121,500

S.8 Hazard Awareness Education

- Supplies for 20,000 posters \$0.5/poster x 20,000 posters	10,000	0	10,000
- Supplies for 4,000 radio tapes \$1/tape x 4,000 tapes	4,000	0	4,000
- Radio broadcast	1,000	0	1,000
- Transportation : travel for promotion Approximately \$85/month x 12 months 2ND YEAR	1,000 8,000	0	1,000 8,000
SUBTOTAL	16,000	0	18,000

9.9 Project Management

LAOS

1. Project manager			
- Salary @ \$3,200/month for first year and @ \$3,500/month for second year	38,400	42,000	80,400
- Housing \$800/month (quotation from other NGO's expatriates living in VT)	7,200	7,200	14,400
- Temp. living arrangements (14 days x \$100/day for a family of 4 including meals)	1,400	0	1,400
- Air fare from home point to Laos (round trip tickets from US to Laos for 4 persons)	7,200	0	7,200
- Home leave (round trip tickets from Laos to US for 4)	7,200	7,200	14,400
- Schooling for 2 children (allocation of @ \$4,000/child/year)	8,000	8,000	16,000
- Shipment of household	600	0	600
- Miscellaneous benefits, health plan retirement plan, life insurance, travel insurance	2,800	2,800	5,600
2. WV Laos Manager			
- @ 20% of total salary and benefits based on 13 months' salary @ \$1,929/month	5,000	5,000	10,000
3. Local staff			
- Salaries			
Project coordinator	1,700	1,700	3,400
Secretary	1,500	1,500	3,000
Bookkeeper	1,500	1,500	3,000
Driver	1,200	1,200	2,400
Janitor	1,200	1,200	2,400
- Benefits			
Medical care, insurance, etc.	700	700	1,400
4. Vehicle			
Toyota 4 wheeled drive van	25,000	0	25,000
5. Vehicle maintenance and running cost			
\$400/month x 12 months	4,800	4,800	9,600
6. Office rental			
@ \$500/month x 12 month	6,000	6,000	12,000
7. Equipment and furnishing			
- Furnishing	1,500	0	1,500
- Office furniture	1,000	0	1,000
- Photocopy machine	1,600	0	1,600
- Typing machine	900	0	900

8. Office supplies and materials Approximately \$160/month x 12	2,000	2,000	4,000
9. Communication \$125/month	1,500	1,500	3,000
10. International travel between Laos-BKK for project manager and WV Laos manager @ \$500 for 4 days' trip x 12 trips in first year and 16 trips in second year	8,000	8,000	14,000
11. Domestic travel within Laos for project manager and WV Laos manager @ \$360 for 4 days' trip x 16 trips in first year and 22 trips in second year	5,800	8,000	13,800
SUBTOTAL	4,400	4,400	8,800

BANGKOK

12. International travel between BKK and Laos for WV BKK project management @ \$500 for 4 days' trip x 4 trips/year	2,000	2,000	4,000
13. Communication (telephone, telex, fax) between BKK-Laos and BKK-US	2,400	2,400	4,800
SUBTOTAL	4,400	4,400	8,800

WVRD

Indirect program costs	60,332	58,380	114,712
TOTAL	477,792	372,208	850,000
	487,792		



U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
USAID/THAILAND

ATTACHMENT C

CABLE: USAID THAILAND
Telex: 20327 PROPRTY TH
Fax: (662) 255-3730
Telephone: 255-3650-9

USAID/THAILAND
Box 47
APO San Francisco 96346-0001
International Address:
USAID/Thailand
37 Petchburi Soi 15
Bangkok 10400 Thailand.

MEMORANDUM

September 10, 1990

TO: O/RCO, Mr. Neil Edin

FROM: *[Signature]* PSD, B. Donald Reese

SUBJECT: Justification for Other Than Full and Open Competition

Per AID Handbook 13 Chapter 2 Section 2B 3a., a Specific Support Grant is to be awarded non-competitively to World Vision Relief and Development, Inc. (WVRD) for their unsolicited proposal for the "Laos Prosthetics/Rehabilitation Project for the Disabled."

It was determined by AID on the basis of a review of organizational capabilities and field visits to Laos in 1989 and 1990 that a limited number of U.S. private voluntary organizations possess the capability to carry out a project of this type. World Concern initially submitted a proposal, which they subsequently withdrew. World Vision Relief and Development then submitted its proposal.

WVRD is the only U.S. private voluntary organization having a) the experience and expertise to implement a grant of this type, b) the needed management staff resources in the region and c) programs and projects in Laos and d) sufficient interest in assisting victims of war under a grant from USAID.

I thus recommend that you approve the above justification for other than full and open competition and certify that other than full and open competition of the service described in the attached PIO/T is in the best interest of the U.S. Government at this time.

Approved: *[Signature]*

Disapproved: _____

Date: 9/10/90

PSI:GSuwannarat:rm Doc. 5176R 9/05/90

Clearances: MFeldstien (draft 9/07/90)
PSD: Det (draft 9/07/90)
PSD: THammann (draft 9/10/90)

E. Reporting:

1. The Grantee will prepare and submit two copies each of detailed progress reports in English to the Private Sector Initiatives Division, USAID/Thailand, 37 Soi 15, Petchburi Road, Bangkok 10400; to the American Embassy, Vientiane, Laos; and to Mr. Michael Feldstein, ENE/LCV, Agency for International (AID), Washington D.C. 20523. Such reports will become due within 30 days following the 6th, 12th, 18th, and 24th month of the project, the latter constituting a comprehensive final report. Reports will describe the progress and problems related to those project activities set forth in the project proposal, following the recommended reporting format (Annex C). The reporting of gender-segregated data on participants and beneficiaries of project activities is also required.

2. Financial reports (SF 269 and SF 272) submitted in connection with this grant to A.I.D./FM shall be copied to USAID/Thailand concurrently.

3. Following completion of the sixth month of the Grant period, and at six-month intervals, the Grantee will submit an accounting of expenditures for the non-USAID portion of the budget.

F. Evaluation:

An evaluation report will be due within sixty days following the 24th month of the project (the terminal date of the project). The evaluation report will be in sufficient detail, including gender-segregated data, that A.I.D. can judge the effectiveness of the project, the efficiency of implementation, and the impact of project activities.

G. Audit:

In the event that the independent audit reports on the Grantee or any sub-grantee or contractor, as provided for, and/or program reports, do not satisfy USAID's requirements as determined by the A.I.D. Inspector General (Audit), and the A.I.D. Inspector General chooses to make an on-site fiscal or program audit, the Grantee agrees to USAID taking reasonable steps to coordinate the scheduling and conduct of such audit with the Grantee in advance, and to providing unrestricted access to its books and records, as further described, and in accordance with, Mandatory Standard Provision 2.

H. Overhead (Indirect Cost) Rate:

Pending establishment of final overhead rates for the period beginning October 1, 1989 payment of indirect cost shall be on a

provisional basis, applicable to the base, and for the period specified below:

<u>Rate</u>	<u>Based Applies to</u>	<u>Period</u>
20%	Total Direct ex excluding equipment and capital expenditures	From October 1, 1989, until amended.

I. Special Provisions:

The Standard Provisions to this Grant contained in Annex B consist of Mandatory and Other Standard Provisions for U.S., Non-Governmental Grantees. The following Optional Standard Provisions are appropriate to this grant.

1. Payment - Letter of Credit
4. Air Travel and Transportation
5. Ocean Shipment of Goods
6. Procurement of Goods and Services
7. A.I.D. Eligibility Rules for Goods and Services
8. Subagreements
15. Participant Training
19. Government Furnished Excess Personal Property
20. Title to and Use of Property (Grantee Title)
24. Use of Pouch Facilities

A. Purpose of Grant

The purpose of this Grant is to provide support for the Laos Prosthetics/Rehabilitations Project for the Disabled, as more specifically described in Attachment 2 to this Grant Entitled "Program Description."

B. Period of Grant

The effective date of this Grant is . The expiration date of this Grant is

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of \$860,000 for purposes of this grant.

2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3 - Standard Provision 1, entitled "Payment - Letter of Credit."

D. Financial Plan

The following is the Grant Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with Standard Provision of this Grant, entitled "Revision of Grant Budget."

Cost Element

	Total
	From to
	US\$
1. Salaries, Benefits & Housing	163,600
2. Travel & Transport	69,800
3. Communications	9,000
4. Training	224,900
5. Supplies & Materials	66,060
6. Professional Fees	26,200
7. Other Direct Costs	22,000
8. Capital Expenditures	161,728
9. Indirect Costs	116,712
	<u>860,000</u>
	=====

CONTRACT INFORMATION MANAGEMENT SYSTEM (CIMS)

DIRECT ACTION DATA FORM

(For awards to U.S. Individuals and Third Country Nationals (not FSNs) with a TEC less than or equal to \$25,000, only the shaded items on pages 1-5 of the form need to be completed.)

SECTION 1: GENERAL AWARD INFORMATION (All Actions)

1a. Basic Award Number 493-0370-A-00-0160-00	1b. Basic Mod Number 00	1c. Order Number	1d. Order Mod Number
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AWARD NUMBER COMPONENTS [Items 2-6] NOTE: For modifications and orders — these items refer to the Basic Award.

2. Country/Office (Award Prefix) 493	3. Project Number N/A
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4. Procurement Instrument: Report one of the following codes to identify the type of action. For a work order or a modification to a contract or work order, indicate the category of the basic contract.

<input checked="" type="checkbox"/> A - Cooperative Agreement	<input type="checkbox"/> N - Other Federal Schedule Order
<input type="checkbox"/> B - Basic Ordering Agreement (BOA)	<input type="checkbox"/> O - Purchase Order (PO)
<input type="checkbox"/> C - Contract (Other than BOA, DQC, IQC, PO, RC, PSC)	<input type="checkbox"/> P - Participating Agency Service Agreement (PASA)
<input type="checkbox"/> D - Definite Quantity Contract (DQC)	<input type="checkbox"/> Q - Requirements Contract (RC)
<input type="checkbox"/> E - Blanket Purchase Agreement (BPA)	<input type="checkbox"/> R - Resources Support Services Agreement (RSSA)
<input type="checkbox"/> G - Grant	<input type="checkbox"/> S - Personal Services Contract (PSC)
<input type="checkbox"/> I - Indefinite Quantity Contract (IQC)	<input type="checkbox"/> X - Ribbon PASA
<input type="checkbox"/> M - GSA Schedule Order	<input type="checkbox"/> Z - Ribbon Contract (Buy-In)

5. Participating Agency (PASA/RSSA only)	6. FY of Award 90
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7. Award Description
The Recipient is to provide support for the Laos Prosthetic/Rehabilitation Program for Disabled.

8. Principal Place of Performance a. A.I.D. Country Code or Name 493	U.S. ONLY	b. City DEC 11 1990	c. State	d. Zip Code
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9. Benefiting Country (A.I.D. Country Code or Name)
Laos

CIMS Section 522

10. Project Officer Cntry Code/Org. Symbol or A.I.D./W Org. Symbol 493	Last Name Mintz	First Steven	MI P.
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11. Requirement Received by Procuring Office (MM/DD/YY) 09/28/90	12. Date Award Signed by A.I.D. (MM/DD/YY) 09/28/90	13. Effective Date of Award (MM/DD/YY) 09/28/90	14. Estimated Completion Date (MM/DD/YY) 09/27/92
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BASIC AWARDS ONLY

15a. SIC Code N/A	15b. Is This Vendor a Small Business for the SIC of Award? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	16. Product/Service Code Q999
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BASIC AWARDS AND ORDERS ONLY

17. Procurement Type

<input type="checkbox"/> A - Technical Services To A.I.D.	<input type="checkbox"/> F - Participant Training
<input type="checkbox"/> B - Technical Services to Host Country	<input type="checkbox"/> G - Procurement Service Agent (PSA)
<input type="checkbox"/> C - Commodities	<input type="checkbox"/> H - Research
<input type="checkbox"/> D - Training Services to A.I.D.	<input type="checkbox"/> I - Architect and Engineering Services
<input type="checkbox"/> E - Training Services to Host Country	<input type="checkbox"/> J - Construction

18. Negotiator (Last, First, MI) Edin, Neil C.	Country Code & Org. Symbol or A.I.D./W Org. Symbol 493	Signature
19. Contract Officer (Last, First, MI) Edin, Neil C.	Country Code & Org. Symbol or A.I.D./W Org. Symbol 493	Signature

129X

CONTRACT INFORMATION MANAGEMENT SYSTEM (CIMS) DIRECT ACTION DATA FORM

GENERAL INSTRUCTIONS

Use this data form for reporting all contracts, DQCs, RCs, GSA and other Federal Schedule Orders, POs, PSCs and Ribbon Contracts with a total estimated cost (TEC) greater than \$25,000. Use this form to report all BOAs, BPAs, IQCs, Cooperative Agreements, Grants, PASAs, RSSAs, and Ribbon PASAs, regardless of dollar amount. Use this form to report all awards to U.S. Individuals and Third Country Nationals (not FSNs), including PSCs and POs, regardless of the dollar amount. It should also be used to report any orders or modifications to all of the above awards, regardless of the dollar amount of the modification or order. Complete the appropriately labeled sections for different types of awards.

For awards to U.S. Individuals and Third Country Nationals (not FSNs) with a TEC less than or equal to \$25,000, only the shaded items on pages 1-5 of the form need to be completed. If the TEC is greater than \$25,000, all of the items pertaining to awards must be completed.

When all parts of this form have been completed send one copy, along with the requirement document(s) and the award to:

CIMS Section
MS/OP/PS/SUP
Room 1472, SA-14
Agency For International Development
Washington, DC 20523-1418

For detailed instructions, consult the Contract Information Management System (CIMS) Data Form Instruction Manual.

SECTION 1 - INSTRUCTIONS

1a. **Basic Award Number:** Enter the award number of the award. For a modification, report the basic award number in block 1a. and the modification number in block 1b. For actions such as IQC delivery orders, report the award number of the basic contract in block 1a. and the order number in block 1c. For a modification to an order, report the basic award number in block 1a., the order number in block 1c. and the order modification number in block 1d.

For item numbers 2 through 6, see the latest version of the Contract Information Bulletin (CIB) on the Uniform Numbering System for A.I.D.-Direct Procurement Documents, for instructions and a list of codes. A list of codes is also provided in the CIMS Data Form Instruction Manual.
NOTE: For modifications or orders these items refer to the basic award.

2. **Country/Office (Award Prefix):** Report the Country or A.I.D./W Procurement Office Code as specified in the CIB.

3. **Project Number:** Enter the last four digits of the seven-digit project number funding the award. For awards funded by operating expense money or money other than project funds, enter "0000" (zeros).

5. **Participating Agency (PASA/RSSA only):** For PASA/RSSA type actions, report the code of the participating U.S. Government Agency providing services under the agreement. A list of codes is provided in the CIMS Data Form Instruction Manual and in the CIB on Uniform Numbering Systems.

7. **Award Description:** The award description shall consist of a brief one-sentence description of the products or services being procured. The sentence shall start with the phrase "Contractor/Grantee/Recipient shall provide/assist/support..." Fill in the Award Description for all basic Awards, Orders, and modifications to PASA/RSSA awards.

8. **Principal Place of Performance (Country):** Report the A.I.D. country code, if available, or the name of the area where the work for this award will be primarily performed. For products, report the code for the country where the product is manufactured. If the place of performance cannot be determined, report the vendor's billing location.

9. **Benefiting Country:** Report the A.I.D. Country Code, if available, or the name of the country receiving technical assistance from this award.

12. **Date award signed by A.I.D.:** Enter the date on which this action (basic award, order or modification) was signed by A.I.D.

15a. **SIC Code:** Enter the Standard Industrial Classification (SIC) code that best describes the product or service acquired in this basic award. See FAR 19.102 for codes. A short list containing the codes most often used in A.I.D. is also provided in the CIMS Data Form Instruction Manual.

15b. **Small Business (Y/N)?:** Check "Yes" if the vendor is classified as "small" for the SIC of the award.

16. **Product or Service Code:** Enter the Principal Product or Service code that best describes the product or service acquired in the basic award. A short list containing the codes most often used in A.I.D. is provided in the CIMS Data Form Instruction Manual. See the FPDS Product and Service Codes Manual for a complete listing, if necessary.

17. **Procurement Type:** Check the box next to the code which best describes the category of service or commodity being procured under this award.

SECTION 2: DATA REQUIRED FOR SPECIFIC TYPES OF ACTIONS

GRANTS AND COOPERATIVE AGREEMENTS ONLY

<p>20. Grant/Agreement Type</p> <table style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> A - Disaster Assistance <input type="checkbox"/> B - American Schools and Hospitals Abroad (ASHA) </td> <td style="width:50%; vertical-align: top;"> <input checked="" type="checkbox"/> C - Other Specific Support Programs <input type="checkbox"/> D - Title XII Authority <input type="checkbox"/> E - Other than A, B, C, or D </td> </tr> </table>	<input type="checkbox"/> A - Disaster Assistance <input type="checkbox"/> B - American Schools and Hospitals Abroad (ASHA)	<input checked="" type="checkbox"/> C - Other Specific Support Programs <input type="checkbox"/> D - Title XII Authority <input type="checkbox"/> E - Other than A, B, C, or D	<p>21. Total Amount of Non-Federal Funds pledged to this Grant/Agreement</p> <p align="center">\$ N/A</p>
<input type="checkbox"/> A - Disaster Assistance <input type="checkbox"/> B - American Schools and Hospitals Abroad (ASHA)	<input checked="" type="checkbox"/> C - Other Specific Support Programs <input type="checkbox"/> D - Title XII Authority <input type="checkbox"/> E - Other than A, B, C, or D		

GSA & OTHER FEDERAL SCHEDULE ORDERS

<p>22. Schedule Contract Number</p>	<p>23. Name of Federal Agency Awarding Schedule</p>
--	--

IQC BASIC ONLY

<p>24. IQC Service Area</p>	<p>25. Minimum</p> <p>\$</p>	<p>26. Maximum (life of contract)</p> <p>\$</p>
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ORDERS AND CONTRACTS ONLY

27. Advisory & Assistance Services?

Yes No

BASIC CONTRACTS ONLY

<p>28a. Contract Type</p> <table style="width:100%;"> <tr> <td style="width:33%; vertical-align: top;"> <input type="checkbox"/> A - Cost-Plus (Fixed Fee) <input type="checkbox"/> B - Firm Fixed Price <input type="checkbox"/> C - Time and Materials <input type="checkbox"/> D - Labor Hour <input type="checkbox"/> E - Cost Sharing </td> <td style="width:33%; vertical-align: top;"> <input type="checkbox"/> F - Cost (No Fee) <input type="checkbox"/> G - Cost-Plus (Award Fee) <input type="checkbox"/> H - Cost-Plus (Incentive Fee) <input type="checkbox"/> I - Fixed-Price Incentive <input type="checkbox"/> J - Fixed-Price Redetermination </td> <td style="width:33%; vertical-align: top;"> <input type="checkbox"/> K - Fixed Price with Economic Price Adjustment </td> </tr> </table>	<input type="checkbox"/> A - Cost-Plus (Fixed Fee) <input type="checkbox"/> B - Firm Fixed Price <input type="checkbox"/> C - Time and Materials <input type="checkbox"/> D - Labor Hour <input type="checkbox"/> E - Cost Sharing	<input type="checkbox"/> F - Cost (No Fee) <input type="checkbox"/> G - Cost-Plus (Award Fee) <input type="checkbox"/> H - Cost-Plus (Incentive Fee) <input type="checkbox"/> I - Fixed-Price Incentive <input type="checkbox"/> J - Fixed-Price Redetermination	<input type="checkbox"/> K - Fixed Price with Economic Price Adjustment	<p>28b. If Cost-type Contract, Is this a level of effort (term) contract?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>
<input type="checkbox"/> A - Cost-Plus (Fixed Fee) <input type="checkbox"/> B - Firm Fixed Price <input type="checkbox"/> C - Time and Materials <input type="checkbox"/> D - Labor Hour <input type="checkbox"/> E - Cost Sharing	<input type="checkbox"/> F - Cost (No Fee) <input type="checkbox"/> G - Cost-Plus (Award Fee) <input type="checkbox"/> H - Cost-Plus (Incentive Fee) <input type="checkbox"/> I - Fixed-Price Incentive <input type="checkbox"/> J - Fixed-Price Redetermination	<input type="checkbox"/> K - Fixed Price with Economic Price Adjustment		

<p>29a. Is this a Letter Contract?</p> <p align="center"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>	<p>29b. Is this a Definitization of a Letter Contract?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>
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30. Preference Program

<input checked="" type="checkbox"/> A - No Preference Program or Not Listed <input type="checkbox"/> B - 8(a) Program <input type="checkbox"/> C - Small Business (SB) Set-aside <input type="checkbox"/> D - Sheltered Workshop	<input type="checkbox"/> E - Tie-bid Preference <input type="checkbox"/> F - Labor Surplus Area (LSA) Set-aside <input type="checkbox"/> G - Combined LSA/SB Set-aside
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<p>31. Subject To Labor Statute</p> <p> <input type="checkbox"/> A - Walsh-Healey Act, Manufacturer <input type="checkbox"/> B - Walsh-Healey Act, Regular Dealer <input type="checkbox"/> C - Service Contract Act <input type="checkbox"/> D - Davis-Bacon Act <input checked="" type="checkbox"/> E - Not Subject to the Above (Include PSCs) </p>	<p>32. Country of Manufacture/Origin of Services (A.I.D. Country Code or Name)</p> <p>33. Subcontract Plan Required?</p> <p align="center"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>
---	--

<p>34. Date Solicitation Notice Published in CBD (MM/ID/YY)</p> <p align="center">N/A</p>	<p>35. Date Solicitation Issued (MM/ID/YY)</p> <p align="center">N/A</p>
--	---

SECTION 2 - INSTRUCTIONS

20. **Grant/Agreement Type:** For Grants and Cooperative Agreements, check the box next to the code which best describes the award. Code C- "Other Specific Support Programs" refers to Chapters 4 and 6 of Handbook 13. Use Code E- "Other than A, B, C, or D," for unusual types which are not covered in codes A, B, C or D.
21. **Total Amount of Non-Federal Funds pledged to this Grant/Agreement:** Enter the total amount of matching (non-federal) funds pledged to this Grant or Cooperative Agreement.
22. **Schedule Contract No:** Enter the schedule contract number assigned by GSA or other Federal Agency which awarded the basic schedule contract. Do not use dashes in the schedule contract number.
23. **Name of Federal Agency Awarding Schedule:** Enter the name of the Federal Agency which awarded the basic schedule contract.
24. **IQC Service Area:** For IQC basic awards, enter the code which best describes the services rendered by the vendor. See listing provided in the CIMS Data Form Instruction Manual.
27. **Advisory & Assistance Services? (Y/N):** Check "Yes" if the award is for advisory and assistance services. See FAR 37.2 for definitions and examples.
- 28a. **Contract Type:** Check the box next to the code for the type of contract. Use code C- "Time and materials" for IQCs. Most PSCs are usually code C or D.
- 28b. **If Cost-Type Contract, is this a level of effort (term) contract? (Y/N):** If this is a Cost-Type Contract, check the box to indicate whether the award is a level of effort or completion. (See FAR 16.306)
Y - Yes, Level of effort (term)
N - No, Completion
30. **Preference Program:** Check the box next to the code which best describes the preference program used in making this award. Check A if no preference program.
31. **Subject to Labor Statute:** Select the Labor Statute which applies to this award by checking the appropriate box. Most A.I.D. contracts, including PSCs, are code E.
32. **Country of Manufacture/Origin of Services (Country Code or Name):** Enter the A.I.D. country code, if available, or the name of the country where the product is manufactured. For services, report the code for the nationality of the vendor. If there are multiple sources, enter the code of the country that supplies the greatest portion.
33. **Subcontract Plan required (Y/N)?:** Check "Yes" if the vendor for this award is required to submit a plan for using small business concerns and small disadvantaged business concerns as subcontractors. (See FAR 19.702(a)).
34. **Date Solicitation Notice Published in CBD:** If applicable, enter the date that a synopsis of the solicitation appeared in the Commerce Business Daily (CBD).

BASIC CONTRACTS AND NON-COMPETITIVE CONTRACT MODIFICATIONS ONLY

36. CICA Applicability

- | | |
|---|---|
| <input type="checkbox"/> A - CICA Applicable (Include 8(a)) | <input type="checkbox"/> C - Subject to a Statute other than CICA (use for FAA) |
| <input type="checkbox"/> B - Small Purchase Procedure | <input type="checkbox"/> D - Pre-CICA |

37. Extent Competed

- | | |
|---|---|
| <input type="checkbox"/> A - Competed Action (Include Small Business set-aside) | <input type="checkbox"/> C - Follow-on to Competed Action |
| <input type="checkbox"/> B - Not Available for Competition (use for sole-source 8(a)) | <input type="checkbox"/> D - Not Competed |

38. Solicitation Procedure

- | | |
|---|--|
| <input type="checkbox"/> A - Full and Open Competition (Sealed Bid) | <input type="checkbox"/> G - Alternate Source (Reduced Cost) |
| <input type="checkbox"/> B - Full and Open Competition (Competitive Proposal) | <input type="checkbox"/> H - Alternate Source (Mobilization) |
| <input type="checkbox"/> C - Full and Open Competition (Combination) | <input type="checkbox"/> J - Alternate Source (Engineering/R&D) |
| <input type="checkbox"/> D - Architect - Engineer | <input type="checkbox"/> K - Set Aside (Include competitive 8(a)) |
| <input type="checkbox"/> E - Basic Research | <input checked="" type="checkbox"/> L - Other Than Full & Open Competition
(Include sole-source 8(a), FAA.) |
| <input type="checkbox"/> F - Multiple Award Schedule | |

39. Authority — Other than Full & Open Competition (Complete Only if No. 38 = L)

- | | |
|---|---|
| <input type="checkbox"/> A - Unique Source | <input type="checkbox"/> J - Mobilization |
| <input type="checkbox"/> B - Follow-on Contract | <input type="checkbox"/> K - Essential R&D Capability |
| <input type="checkbox"/> C - Unsolicited Research Proposal | <input type="checkbox"/> L - International Agreement |
| <input type="checkbox"/> D - Patent/Data Rights | <input checked="" type="checkbox"/> M - Authorized by Statute (Inc. sole-source 8(a), FAA.) |
| <input type="checkbox"/> E - Utilities | <input type="checkbox"/> N - Authorized Resale |
| <input type="checkbox"/> F - Standardization | <input type="checkbox"/> P - National Security |
| <input type="checkbox"/> G - Only One Source - Other than A-F above | <input type="checkbox"/> Q - Public Interest |
| <input type="checkbox"/> H - Urgency | |

40. A.I.D. Special Authorities — Other than Full & Open Competition (Complete only if No.39 = M)

- | | |
|--|---|
| <input type="checkbox"/> A - Impairment of Foreign Aid Programs: All Personal Services Contracts (PSCs). (See AIDAR 706.302-70) | <input type="checkbox"/> E - Impairment of Foreign Aid Programs: Title XII Selection Procedure-Collaborative Assistance. (See AIDAR 706.302-70) |
| <input checked="" type="checkbox"/> B - Impairment of Foreign Aid Programs: Award of \$100,000 or less by an overseas contracting activity. (See AIDAR 706.302-70) | <input type="checkbox"/> F - Disaster Relief (See Handbook 8, Chapter 2) |
| <input type="checkbox"/> C - Impairment of Foreign Aid Programs: Written Determination by Assistant Administrator or Administrator. (see AIDAR 706.302-70) | <input type="checkbox"/> G - None of the Above Special Authorities |
| <input type="checkbox"/> D - Impairment of Foreign Aid Programs: Title XII Selection Procedure-General. (See AIDAR 706.302-70) | |

41. Synopsis of Procurement

- | |
|---|
| <input type="checkbox"/> A - Synopsized prior to award |
| <input type="checkbox"/> B - Not synopsized due to urgency (use only if No. 39 = H) |
| <input type="checkbox"/> C - Not synopsized for other reason |

42. No. of Offers

01

43. No. of Offers of Non-U.S. Item(s)

00

MODIFICATIONS ONLY

44. Modification purpose (Mark all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Incremental Funding | <input type="checkbox"/> Exercise of Option |
| <input type="checkbox"/> Administrative Change | <input type="checkbox"/> Transfer Administrative Responsibility |
| <input type="checkbox"/> Extension of Term | <input type="checkbox"/> Novation Agreement |
| <input type="checkbox"/> New/Revised Scope of Work | <input type="checkbox"/> Termination for Convenience |
| <input type="checkbox"/> Increase in TEC | <input type="checkbox"/> Termination for Default |
| <input type="checkbox"/> Decrease in TEC | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Overhead Rate Adjustment | _____ |

SECTION 2 - INSTRUCTIONS

For a modification which was non-competitive (i.e., which required a non-competitive justification and was outside of the scope of work of the original contract) complete items 36 thru 43. See FAR 6.302 and 6.303.

36. **CICA Applicability:** Check the box next to the code which describes the applicability of CICA or other statutes to this award. Select code B - "Small Purchase Procedure" if this action is a small purchase pursuant to the procedures in FAR Part 13. Select Code C - "Subject to a Statute other than CICA" if this action is pursuant to the procurement procedures authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief. Select code A - "CICA Applicable" for all other procurement actions resulting from a solicitation issued on or after April 1, 1985 and codes B or C do not apply. 8(a) awards are coded as A. Non-competitive modifications are coded as A. Select code D - "Pre-CICA" for new procurements resulting from a solicitation issued prior to April 1, 1985.
37. **Extent Competed:** Check the box next to the code which describes the extent to which this award was competed. Select code A - "Competed Action" for Small Business set-asides and competitive 8(a) awards. Competed actions also include procurements authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief, where more than one offer was received. Select Code B - "Not Available for Competition" for sole-source 8(a) awards. Select Code B for procurements authorized under the Foreign Assistance Act (FAA), where only one offer was received.
38. **Solicitation Procedure:** Check the box next to the code which describes the method by which this award was competed. (See FAR Part 6.) Select Code K - "Set-Aside" for small business set-asides and competitive 8(a) awards. Code L - "Other Than Full & Open Competition" includes sole-source 8(a) awards and procurements authorized under the Foreign Assistance Act (FAA) for Impairment of

Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief.

39. **Authority - Other Than Full & Open Competition:** Complete only if Item No. 38 is equal to "L". For awards exercising other than full and open competition, check the box next to the code which describes the authority by which the award was not fully competed. (See FAR Part 6.) Code M - "Authorized by Statute" includes sole-source 8(a) awards and procurements authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief.
40. **A.I.D. Special Authorities - Other Than Full & Open Competition:** Complete only if Item No. 39 is equal to "M". For those awards authorized by the Foreign Assistance Act (FAA) for other than full and open competition, check the box next to the code which describes the authority. Select Code G - "None of the Above Special Authorities" for sole-source 8(a) awards.
41. **Synopsis of Procurement:** Check the box next to the appropriate code based on the Commerce Business Daily synopsis requirements of FAR 5.2. Code B - "Not synopsisized due to urgency" may be used only if Item 39 is equal to "H".
43. **No. of Offers of Non-U.S. Item(s):** Enter the number of bidders offering non-U.S. foreign end items worth 51% or more of the contract value. If the contract is exclusively for services, enter "0".
44. **Modification Purpose (Mark all that apply):** If this action is a Modification to a Basic Award or a Modification to an Order, check all of the Modification Purposes that apply to this action. If the purpose is other than those listed on the form, check "Other" and provide a brief description.

SECTION 3: VENDOR INFORMATION (All Actions)

45. Prime Vendor: (Full Name and Address) World Vision International 582/18-22 Sukhumvit 63 Bangkok 10501, Thailand	46. DUNS or CEC Number 47. Taxpayer ID No. (TIN) 95-0059300
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BASIC AWARDS AND NOVIATIONS ONLY

48. Economic Sector

<input checked="" type="checkbox"/> A - Private	<input type="checkbox"/> C - Federal Government
<input checked="" type="checkbox"/> B - International Public Sector	<input type="checkbox"/> D - State/Local Government

49. Business Organization Type

<input checked="" type="checkbox"/> A - Corporation	<input type="checkbox"/> H - Voluntary Organization
<input type="checkbox"/> B - Individual	<input type="checkbox"/> I - Foundation
<input type="checkbox"/> C - University or College	<input type="checkbox"/> J - Hospital
<input type="checkbox"/> D - Historically Black College or University	<input type="checkbox"/> K - Partnership
<input type="checkbox"/> E - Educational Organization other than University or College	<input type="checkbox"/> L - Proprietorship
<input type="checkbox"/> F - International Center	<input type="checkbox"/> M - Sheltered Workshop
<input type="checkbox"/> G - Research Organization other than International Center	<input type="checkbox"/> Z - Other

50. For Profit? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	51. U.S. Nationality? (If U.S. Nationality, then answer Items 52-53) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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52. Ownership Type (Complete only if Item No. 51 = Yes) <input type="checkbox"/> A - Asian-Indian American <input type="checkbox"/> B - Asian-Pacific American <input type="checkbox"/> C - Black American <input type="checkbox"/> D - Hispanic American	<input checked="" type="checkbox"/> E - Native American <input type="checkbox"/> F - Other Minority <input checked="" type="checkbox"/> Z - Non-Minority	53. Woman/Woman-Owned? (Complete only if Item No. 51 = Yes) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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54. If the Vendor is an individual who is not a U.S. Citizen, is he/she a Green Card holder?
 Yes No

55. If U.S. University, Host Country Counterpart Institution:

56a. Common Parent Organization (tax purposes) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	56c. DUNS or CEC Number
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56b. Parent Vendor (Full Name) World Vision Relief & Development, Inc., 919 West Huntington Drive Monrovia, CA 91016	56d. Taxpayer ID No. (TIN) 95-0059300
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57a. Joint Ventures? Yes No

57b. Participant Vendor (Full Name)	57c. DUNS or CEC No.	57d. Taxpayer ID No. (TIN)
N/A		

SECTION 3 - INSTRUCTIONS

45. **Prime Vendor:** Record the vendor's full name and address in the space provided. For U.S. Universities include participating School/Center/Institute. For PASA/RSSAs include participating Agency and Department. For individuals, record the name as last, first and middle initial.
46. **DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for the vendor of this action.
47. **Taxpayer ID No. (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for the vendor of this action. (Note: for individuals, the TIN is the individual's Social Security Number.) Foreign vendors which do not do business in the U.S. do not have a TIN. See FAR 4.9.
48. **Economic Sector:** Check the box next to the code which best applies to the sector in which the vendor of this action participates.
49. **Business Organization Type:** Check the box next to the code which best describes the vendor of this action.
50. **For Profit (Y/N)?:** Check "Yes" if the vendor is a profit organization. Check "No" if the vendor is a non-profit organization. (Even if a non-profit organization charges a fee, it is still considered to be non-profit).
51. **U.S. Nationality (Y/N)?:** Check "Yes" if the vendor is a U.S. citizen; is a corporation or partnership organized under the laws of the U.S.; is a U.S.- controlled foreign corporation (per 957 et seq. of the U.S. Internal Revenue Service Code); or is a joint venture consisting entirely of individuals, corporations, or partnerships falling into one of the three foregoing categories.
52. **Ownership Type:** Complete only if Item No. 51 is equal to "Yes". If the vendor is a firm or individual of U.S. Nationality, check the box next to the code which best describes the ownership type of the vendor of this action.
53. **Woman/Woman-Owned (Y/N)?:** Complete only if Item No. 51 is equal to "Yes". If the vendor is a firm or individual of U.S. Nationality, indicate whether or not the vendor is a woman or woman-owned. A woman-owned business is a business that is at least 51% owned, controlled, and operated by women who are U.S. citizens.
54. **If the Vendor is an Individual who is not a U.S. Citizen, is he/she a Green Card holder? (Y/N):** Answer "Yes" if the individual has a green card, even if they are not currently residing in the U.S.
55. **Host Country Counterpart Institution:** If the vendor is a U.S. University, enter the name of the host-country institution receiving technical assistance.
- 56a. **Common Parent Organization (Tax Purposes):** Answer "Yes" if the firm is a member of an affiliated group of corporations that files Federal Income Tax returns on a consolidated basis. If "Yes", complete Items 56b. - 56d. related to the parent firm.
- 56c. **Common Parent DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for the common parent (tax filing) organization.
- 56d. **Common Parent Taxpayer ID Number (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for the common parent organization. See FAR 4.9.
- 57a. **Joint Venture?:** Answer "Yes" if the awardee is a joint venture. If "yes", complete Items 57b, 57c and 57d for each participant in the joint venture.
- 57c. **Participant DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for each joint venture participant.
- 57d. **Participant Taxpayer ID Number (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for each joint venture participant.

SECTION 4 - INSTRUCTIONS

NOTE: All financial information must be in U.S. dollars or U.S. dollar equivalents. All local currency amounts must be converted to the U.S. dollar equivalent. "U.S. dollar equivalent" is the dollar value of the local currency at the time of the action signature.

58a. Previous Total Estimated Cost (TEC): Enter the total estimated cost to be incurred during the expected life of this award, as of the previous action.

58b. Total Estimated Cost (TEC): (Increase/Decrease) This Action: Enter the amount of change in the total estimated cost as a result of this action. Use a minus sign to indicate a decrease. If there is no change, enter "0".

58c. Current Total Estimated Cost (TEC): Enter the current total estimated cost to be incurred during the expected life of this award.

59a. Budget Plan Code (BPC): Enter each Budget Plan Code associated with this action.

59b. Project Number: Enter the Project Number associated with each BPC.

59c. Amount Obligated/Deobligated (This Action): Enter the obligation amount associated with each BPC. Use a minus sign to indicate a deobligation.

59d. Funds Type: Enter the Funds Type Code associated with each BPC. "USD" = U.S. Dollars. "USL" = U.S. Owned Local Currency.

59e. TOTAL Obligation/Deobligation: Enter the sum of all BPC amounts found in Item 59.c. Use a minus sign to indicate a deobligation.

61a. Incrementally Funded (Y/N)?: An award which is not fully funded but will be funded in increments. The award states the amount presently available for payment by the government and allotted to the award, and the period of performance it is estimated the allotted amount will cover.