

PDFCT-769

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 641-0122-G-00-1001	1b. Basic Mod Number	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) GHANA 641	3. Project Number 641-0122
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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 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 checked="" 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 1991
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7. Award Description
CONTRACTOR SHALL PROVIDE SUPPORT FOR A PROGRAM IN NATURAL RESOURCE CONSERVATION AND HISTORIC PRESERVATION IN THE CENTRAL REGION OF GHANA.

8. Principal Place of Performance a. A.I.D. Country Code or Name GHANA 641	b. City U.S. ONLY ENTERED	c. State	d. Zip Code
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9. Benefiting Country (A.I.D. Country Code or Name)
GHANA 641

10. Project Officer Cntry Code/Org. Symbol or A.I.D./W Org. Symbol USAID/GHANA	Last Name WEISEL	First PETER	MI
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11. Requirement Received by Procuring Office (MMIDDIYY)	12. Date Award Signed by A.I.D. (MMIDDIYY) XXXXXX08/27/91	13. Effective Date of Award (MMIDDIYY) 08/30/91	14. Estimated Completion Date (MMIDDIYY) 08/29/96
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BASIC AWARDS ONLY

15a. SIC Code	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
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BASIC AWARDS AND ORDERS ONLY

17. Procurement Type

<input checked="" 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) AWAD, DENISE A.	Country Code & Org. Symbol or A.I.D./W Org. Symbol GHANA 641	Signature
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19. Contract Officer (Last, First, MI) AWAD, DENISE A.	Country Code & Org. Symbol or A.I.D./W Org. Symbol 641 GHANA.	Signature
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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

20. Grant/Agreement Type

- | | |
|---|---|
| <input type="checkbox"/> A - Disaster Assistance | <input checked="" type="checkbox"/> C - Other Specific Support Programs |
| <input type="checkbox"/> B - American Schools and Hospitals Abroad (ASHA) | <input type="checkbox"/> D - Title XII Authority |
| | <input type="checkbox"/> E - Other than A, B, C, or D |

21. Total Amount of Non-Federal Funds pledged to this Grant/Agreement
 -0-
 \$

GSA & OTHER FEDERAL SCHEDULE ORDERS

22. Schedule Contract Number

N/A

23. Name of Federal Agency Awarding Schedule

N/A

IQC BASIC ONLY

24. IQC Service Area

N/A

25. Minimum

\$ N/A

26. Maximum (life of contract)

\$ N/A

ORDERS AND CONTRACTS ONLY

27. Advisory & Assistance Services?

- Yes No

BASIC CONTRACTS ONLY

28a. Contract Type

N/A

- | | | |
|--|--|---|
| <input type="checkbox"/> A - Cost-Plus (Fixed Fee) | <input type="checkbox"/> F - Cost (No Fee) | <input type="checkbox"/> K - Fixed Price with Economic Price Adjustment |
| <input type="checkbox"/> B - Firm Fixed Price | <input type="checkbox"/> G - Cost-Plus (Award Fee) | |
| <input type="checkbox"/> C - Time and Materials | <input type="checkbox"/> H - Cost-Plus (Incentive Fee) | |
| <input type="checkbox"/> D - Labor Hour | <input type="checkbox"/> I - Fixed-Price Incentive | |
| <input type="checkbox"/> E - Cost Sharing | <input type="checkbox"/> J - Fixed-Price Redetermination | |

28b. If Cost-type Contract, is this a level of effort (term) contract?

- Yes No

29a. Is this a Letter Contract?

- Yes No

29b. Is this a Definitization of a Letter Contract?

- Yes No

30. Preference Program

N/A

- | | |
|--|---|
| <input type="checkbox"/> A - No Preference Program or Not Listed | <input type="checkbox"/> E - Tie-bid Preference |
| <input type="checkbox"/> B - 8(a) Program | <input type="checkbox"/> F - Labor Surplus Area (LSA) Set-aside |
| <input type="checkbox"/> C - Small Business (SB) Set-aside | <input type="checkbox"/> G - Combined LSA/SB Set-aside |
| <input type="checkbox"/> D - Sheltered Workshop | |

31. Subject To Labor Statute

- A - Walsh-Healey Act, Manufacturer
- B - Walsh-Healey Act, Regular Dealer
- C - Service Contract Act
- D - Davis-Bacon Act
- E - Not Subject to the Above (include PSCs)

32. Country of Manufacture/Origin of Services (A.I.D. Country Code or Name)

641- GHANA

33. Subcontract Plan Required?

- Yes No

34. Date Solicitation Notice Published in CBD (MM/DD/YY)

N/A

35. Date Solicitation Issued (MM/DD/YY)

N/A

3X

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

N/A GRANT

- A - CICA Applicable (include 8(a))
- B - Small Purchase Procedure
- C - Subject to a Statute other than CICA (use for FAA)
- D - Pre-CICA

37. Extent Competed

- A - Competed Action (include Small Business set-aside)
- B - Not Available for Competition (use for sole-source 8(a))
- C - Follow-on to Competed Action
- D - Not Competed

38. Solicitation Procedure

N/A

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

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

N/A

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

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

N/A

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

41. Synopsis of Procurement

N/A

- A - Synopsized prior to award
- B - Not synopsized due to urgency (use only if No. 39 = H)
- C - Not synopsized for other reason

42. No. of Offers

N/A

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

N/A

MODIFICATIONS ONLY

44. Modification purpose (Mark all that apply)

N/A

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

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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)

MR. WILLIAM L. FLINN, THE EXECUTIVE DIRECTOR
 MIDWEST UNIVERSITIES CONSORTIUM FOR INTERNATIONAL ACTIVITIES
 66 EAST 15 TH STREET
 COLUMBUS, OHIO. 43201

46. DUNS or CEC Number

47. Taxpayer ID No. (TIN)

BASIC AWARDS AND NOVATIONS ONLY

48. Economic Sector

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

49. Business Organization Type

- | | |
|--|---|
| <input type="checkbox"/> A - Corporation | <input type="checkbox"/> H - Voluntary Organization |
| <input checked="" 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?

- Yes No

51. U.S. Nationality? (If U.S. Nationality, then answer items 52-53)

- Yes No

52. Ownership Type (Complete only if item No. 51 = Yes)

- | | |
|---|--|
| <input type="checkbox"/> A - Asian-Indian American | <input type="checkbox"/> E - Native American |
| <input type="checkbox"/> B - Asian-Pacific American | <input type="checkbox"/> F - Other Minority |
| <input type="checkbox"/> C - Black American | <input checked="" type="checkbox"/> Z - Non-Minority |
| <input type="checkbox"/> D - Hispanic American | |

53. Woman/Woman-Owned?
 (Complete only if Item No. 51 = Yes)

- Yes No

54. If the Vendor is an individual who is not a U.S. Citizen, is he/she a Green Card holder?

- Yes No N/A

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

N/A

56a. Common Parent Organization (tax purposes)

- Yes No

56c. DUNS or CEC Number

56b. Parent Vendor (Full Name)

56d. Taxpayer ID No. (TIN)

57a. Joint Venture?

- Yes No

57b. Participant Vendor (Full Name)

57c. DUNS or CEC No.

57d. Taxpayer ID No. (TIN)

N/A

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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: FINANCIAL INFORMATION (All Actions)

58. Total Estimated Cost (TEC)

a. Previous TEC	b. (Increase/Decrease) This Action	c. Current TEC
\$	\$ 5,622,800.00	\$ 5,622,800.00

OBLIGATION DATA

59. a. Budget Plan Code	b. Project Number	c. Amount Obligated/Deobligated (This Action)	d. Funds Type*
72 72-111/21014 GSS1-91-21641-KG13	641-0122	\$ 1,500,000	USD
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
e. TOTAL		\$ 1,500,000.00	

* Funds Type Codes
 USD: U.S. Dollars XXXX
 USL: U.S. Owned Local Currency

60. Paying Office: Identify the Office responsible for paying vendor invoices.

For Mission Payments, enter: CONTROLLER
 USAID/ (country) GHANA

For A.I.D./W Payments, check either:

PFM/FM/A/OE PFM/FM/CMPD/DCB

61a. Incrementally Funded?

YES NO

61b. If Incrementally Funded;

Date Funded through: (MMDDYY)
 08/29/92

9+

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.

8. Statement of work or program description for this project is described in Attachment No. 1

9. Special Provisions

- A. Language Requirements (specify) English
(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) Long term Short term technical assistance is specified in Attachment.
- 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) _____
(If other than authorized in HB 1, Sup B, 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 bus s set-aside SBA 8(a) Program neither.
- M. Other (specify)

9. 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 at 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						
(13)						
(14)						
(15)						

D. Provisions for Logistic Support (Continued)

B. Additional Facilities Available From Other Sources

Diplomatic pouch

PX

Commissary

Other (specify, e.g., duty free, entry, tax exemption)

C. Comments

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

A. Relationships and Responsibilities Grantee is responsible to A.I.D. Representative

B. Cooperating Country Liaison Officials Executive Secretary, Central Region Development Commission.

C. AID Liaison Officials Project Officer, Trade, Agriculture and Private Sector Office, USAID/Ghana, Controller, USAID/Ghana.

2. Background information (additional information useful to authorized agent)

3. Summary of attachments that accompany the PIO/T (check applicable boxes)

A. Detailed budget estimate in support of increased funding (Block 12)

B. Evaluation criteria for competitive procurement (Block 14A)

C. Justification for procurement by other than full and open competition or noncompetitive assistance

D. Statement of work or program description (Block 18)

E. Waiver(s) justification(s), clearance(s), certification(s) (Block 19) (specify number _____)

Copy for A 20/w

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
MISSION TO GHANA



Ring Road East Near Danquah Circle
P.O. Box 1630
ACCRA—GHANA
TELEPHONE: 775297/8

August 27, 1991

Mr. William L. Flinn
Executive Director
Midwest Universities Consortium
for International Activities, Inc.
66 East 15th Street
Columbus, Ohio 43201

Subject: Grant No. 641-0122-G-00-1001

Dear Mr. Flinn:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Midwest Universities Consortium for International Activities, Inc. (hereby referred to as "MUCIA" or "Grantee"), the sum of \$1.5 million (the "Grant") to provide support for a program in Natural Resource Conservation and Historic Preservation, as described in the Schedule (Attachment 1) and the Program Description (Attachment 2) as appended to this Grant letter. Further, the proposal submitted by the Project Consortium, dated May 6, 1991, is incorporated into this Grant by reference.

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period beginning with the effective date of August 30, 1991 and ending August 29, 1996.

This Grant is made to the MUCIA, on condition that the funds will be administered in accordance with the terms and conditions as set forth in the Schedule, Program Description, and the Standard Provisions (Attachments 3(A) and 3(B)), which have been agreed to by your organization.

The periodic disbursement of funds by A.I.D. is conditioned upon assurance that local currency funds are or will be available for the period that the A.I.D. funds are requested. These conditions are described in Attachment 1, Section F. "Special Provisions."

Please sign the original and each copy of this letter to acknowledge your receipt of the Grant, and return the original and all but one copy in the enclosed addressed envelop to USAID/Ghana.

Sincerely,

Edward W. Birgells
Edward W. Birgells
Acting, AID Representative



MIDWEST UNIVERSITIES CONSORTIUM FOR INTERNATIONAL ACTIVITIES, INC.

Executive Office • 66 East 15th Avenue • Columbus, Ohio 43201

Telephone (614) 291-9646 • FAX (614) 291-9717 • TWX 510 101-0567

27 August 1991

Certification - Attachment to MUCIA Grant

I, William L. Flinn, President and Executive Director of the Midwest Universities Consortium for International Activities, Inc. (hereafter known as MUCIA), certify that I have reviewed the changes incorporated into the grant agreement between the Agency for International Development, USAID/Ghana and MUCIA as detailed by the Executive Officer of USAID Ghana in their Fax dated 8/21/91 and amended on 8/27/91; and agree to all changes as noted in full.

By: William L. Flinn

Title: President and Executive Director

Date: 8-27-91

Attachments:

- 1. Schedule
- 2. Program Description
- 3. Standard Provisions

ACKNOWLEDGED:

Midwest Universities Consortium
for International Activities, Inc.

BY: *[Signature]*
 Title: President and Executive Director
 Date: 12 July 1991

BY: *Nancy Elise Powell*
 TITLE: Treasurer
 DATE: 12 July 1991

FISCAL DATA

Allocation: Per STATE 252049
 Appropriation: 72-111/21014
 Budget Plan Code: GSSI-91-21641-KG13 RCN: D120079
 PIO/T: 641-0122-3-10040 ECN: P120092
 Project No: 641-0122
 Total Estimated Amount: \$5.622.8 million
 Total Obligated Amount: \$1.5 million
 DUNS No. 12-257-8867
 IRS Employer Identification No. 36-6110422

Funding Source: A.I.D./W USAID

ATTACHMENT 1SCHEDULEA. Purpose of the Grant

The purpose of this Grant is to provide support for the Natural Resource Conservation and Historic Preservation project, as more specifically described in Attachment 2 to this Grant entitled "Program Description."

B. Period of Grant

1. The effective date of this Grant is August 30, 1991. The expiration date of this Grant is five years from the effective date, August 29, 1996.
2. Funds obligated hereunder are available for program expenditures for an estimated period from August 30, 1991 through August 29, 1992.

C. Amount of Grant and Payment

1. The total estimated amount of this Grant for the period shown in B.1 is \$5,622,800.
2. A.I.D. hereby obligates the amount of \$1.5 million for the program expenditures during the period set forth in B.2 above and as shown in the Financial Plan below.
3. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3(B), Section 2 "Payment-Periodic Advance."
4. Additional funds up to the total amount set forth in C.1 above may be obligated by A.I.D. subject to the availability of funds, and to the requirements of Attachment 3(A), Section 4, "Revision of Grant Budget."
5. A \$1,897,400 equivalent of local currency will be provided for activities under this grant in accordance with the provisions of Attachment 3B9 entitled "Local Cost Financing" and 3B25 entitled "Conversion of US dollars to local currency".

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 Attachment 3(A), Section 4, "Revision of Grant Budget".

FINANCIAL PLAN (\$000)
PERIOD (8/30/91-8/29/96)

BUDGET ITEM	AMOUNT
A. Natural Resources Conservation	1,240,000
B. Historic Preservation	515,000
C. Marketing and Promotion	745,400
D. Interpretive Services	530,000
E. Project Management & Support	<u>695,000</u>
Subtotal	3,725,400
F. Dollars for Local Currency	<u>1,897,400</u>
Total	5,622,800

E. Reporting and Evaluation

1. Monitoring and Reporting Program Performance:

a. The Grantee will monitor the performance under the Grant and, where appropriate, ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. This review shall be made for each program, function or activity as set forth in this Grant.

b. The Grantee shall submit a performance report (technical report) that briefly presents the following information for each program, function or activity involved:

- (i) A comparison of actual accomplishments with the goals established for the period, the findings of the investigator, or both. If the output of programs can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
- (ii) Reasons why established goals were not met.
- (iii) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

c. The Grantee shall submit the performance or technical reports to the Cognizant A.I.D. Technical Officer and the Financial Status Reports covering the same period in the frequency established for the Financial

- 13 -

Reporting of this Grant. A final technical or performance report shall be submitted within sixty days after the expiration date of this Grant.

d. Between the required performance reporting dates, events may occur that have significant impact upon the program. In such instances, the Grantee shall inform A.I.D. as soon as the following types of conditions become known.

- (i) Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any A.I.D. assistance needed to resolve the situation.
- (ii) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.

e. If any performance review conducted by the Grantee discloses the need for change in the budget estimates, the Grantee shall submit a request for budget revision, pursuant to attachment 3(A) section 4 "Revision of Grant Budget".

f. All reports shall be submitted to:

Grant Officer <u>and</u>	TAPS Officer, A.I.D
USAID/Ghana	Accra
P.O. Box 1630	Department of State
Accra, Ghana	Washington D.C. 20521-2020

2. Financial Reporting

a. Financial Status Report

- (i) The Grantee is required to use the standardized Financial Status Report, SF, 269, to report the status of funds for all non-construction programs.
- (ii) The report shall be on an accrual basis. 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.
- (iii) The report shall be required quarterly only. A final report shall be required at the completion of the Grant.

- (iv) The Grantee shall submit the Financial Status Report (original and two copies) no later than 30 days after the end of each specified reporting period for quarterly, and 90 days for final reports. The specified report period may be either its fiscal year, or the Government's fiscal year, or the yearly period commencing and ending on the last day of the month of the Grant's anniversary.

b. Federal Cash Transactions Report

- (i) The Grantee shall submit a Federal Cash Transactions Report and its continuation form (SF 272 and 272A) for all funds advanced to the Grantee through either a letter of credit or periodic Treasury check. A.I.D. will use this report to monitor cash advanced to the Grantee and to obtain disbursement information for the Grant from the Grantee.
- (ii) The Grantee shall forecast Federal cash requirements in the "Remarks" section of the report.
- (iii) The Grantee shall report in the "Remarks" section the amount of cash advances in excess of three days' requirements in the hands of subgrantees and the amount of cash advances in excess of 30 days' requirements in the hands of non-U.S. subgrantees. The Grantee shall provide short narrative explanations of actions taken by the Grantee or reduce the excess balances.
- (iv) Recipients shall submit not more than an original and one copy of the Federal Cash Transactions Report within 15 working days following the end of each quarter. A monthly report shall be submitted by those Grantees receiving advances totaling \$1 million or more per year.

c. Request for Advance or Reimbursement

- (i) The Request for Advance or Reimbursement, FS 270, shall be a standardized form for all non-construction programs when letter of credit or periodic treasury check advance methods are not used.
- (ii) Recipients are authorized to submit requests for advances and reimbursement at least monthly when letters of credit and periodic Treasury check advances are not used. Recipients are not required to submit more than the original and two copies of the Request for Advance or Reimbursement.

d. The Grantee shall submit copies of all documents sent to PFM/FM/CMP/LC, AID/Washington, 20523 to:

Controller, A.I.D.	<u>and</u>	TAPS Officer, A.I.D
Accra		Accra
P.O. Box 1630		Department of State
Accra, Ghana		Washington, D.C. 20521-2020

3. Evaluation

Funds are provided in the grant budget for evaluations. Three levels of evaluation will be conducted during the life of the Grant:

a. Annually there will be an "in-house" evaluation conducted by a team from CEDECOM, MUCIA, USAID. These evaluations will primarily examine the grant progress in relation the annual plan. The purpose is to identify grant problems and to recommend changes.

b. An "external" evaluation will be made at the end of the third year of the grant. This will be conducted by a team consisting of an outside contractor, and staff members of AID/W and REDSO/WCA. This team will also include an environmentalist. It will evaluate management and adequacy of technical and other inputs, likelihood of achieving the grant goal and purpose, and project effects on the environment.

c. At the end of the fifth year another "external" evaluation will be made. The team will consist of an outside contractor, staff members of AID/W and REDSO/WCA, and representatives from CEDECOM and MUCIA. This will be primarily an impact evaluation to measure the long-term effects of the grant. Among other things, it will examine the projects effect on tourism, economic growth of the surrounding communities, the environment, and the extent to which the project goal and purpose were met.

F. Special Provisions

1. Medical Clearances: All of the Grantee's personnel must be medically fit for service in Ghana and have SOS/Medivac insurance in place prior to their arrival in the country.

2. Logistical Support: The following logistical support will be provided by A.I.D.:

- Diplomatic Pouch for long term employees with U.S. passports.

All other logistical support shall be provided or arranged by the Grantee.

3. Relationship and Responsibilities: The grantee will be responsible to the A.I.D. Representative USAID/Ghana, or his designee. The Executive Secretary, Central Region Development Commission (CEDECOM) or his/her designee shall be the liaison official for the Government of Ghana.
4. A.I.D. Liaison Officials: The A.I.D. liaison officials will be the cognizant A.I.D. Technical Officer (Trade, Agriculture and Private Sector Officer, USAID/GHANA) and the Controller of USAID/Ghana.
5. Conditions Precedent to Disbursements: As detailed in ATTACHMENT 2, Section IV Financial Plan; the availability of sufficient local currency to carry out the grant is greatly dependent upon the success of the Grantee to purchase "blocked currencies" with a portion of funds provided by A.I.D.. Therefore, a condition precedent to the disbursement of the first release by A.I.D. is evidence, acceptable to A.I.D., that commitments have been made to purchase blocked currencies in sufficient amount to cover the grant local currency requirements for the period that the advance is requested. An example of acceptable evidence shall be a written commitment from a private sector entity or the Ministry of Finance and Economic Planning that such block currencies have been negotiated for and are obtainable. Subsequent disbursements will be made, conditioned upon evidence that sufficient local currency is "on hand" with the Grantee or commitments have been made to purchase additional blocked currencies to cover the project local currency requirements for the period that the advance is requested. In the unlikely event that conditions precedent are not met, or there is evidence that the Grantee cannot obtain sufficient local currency, both parties understand that the grant may not be implemented.
6. Standard Provisions: The Mandatory Standard Provisions for U.S., Non-governmental Grantees and the Optional Standard Provisions for U.S., Non-governmental Grantees found in Attachment 3 to this Grant are applicable with the exception of the following inapplicable Optional Standard Provisions: Nos. 1, 3, 10, 16, 17, 18, 19, 20, and 21.
7. Cooperative Effort: USAID and MUCIA understand and hereby agree that performance of this cooperative effort involves the necessary assistance of several agencies, with which MUCIA shall enter into separate agreements. It is agreed and understood that MUCIA's performance of the terms and conditions herein is contingent upon the continued cooperation and assistance of Conservation International, the Smithsonian Institution, and the U.S. Committee/International Council on Monuments and Sites (referred to in total as the "Cooperating Agencies"). Failure by one or all of the Cooperating Agencies to perform its/their responsibilities in accordance with its/their agreement with

MUCIA shall constitute a material change in conditions such that USAID and MUCIA shall negotiate a resolution with regard to the necessary change in MUCIA's Program Description under this Grant.

8. Assignment. MUCIA shall not subcontract or assign any of its interests hereunder without the prior written approval of USAID. However, USAID hereby specifically approves of the assignment and/or subcontracting of interests by MUCIA to Conservation International, the Smithsonian Institution, and the U.S. Committee/International Council of Monuments and Sites. No further approval shall be necessary in these instances. Also, assignment or subcontracting of MUCIA's interests hereunder to one of its member institutions shall not constitute an assignment or subcontract within the meaning of this section, and therefore, shall not require prior USAID approval.

G. Indirect Cost Rate

Pursuant to Clause No.13 entitled, "Negotiated Indirect Cost Rates - Provisional," of the Optional Standard Provisions of this Grant (Attachment 3(B)) an indirect cost rate or rates shall be established for each of the Grantee's accounting periods which apply to this Grant. Pending establishment of revised provisional or final indirect cost rates for each of the Grantee's accounting periods which apply to this Grant, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base which is (are) set forth below:

MUCIA will apply its off-campus indirect cost rates as negotiated with its cognizant audit agency and approved by A.I.D. for its direct activities under this project. The off-campus indirect cost rate is 27.3%. For those activities handled by other cooperating agencies, a uniform rate of 15% for all indirect costs will be applied. The Grantee will notify the Grantor, in advance, of any proposed change to the indirect cost rate and all rates are subject to audit by A.I.D.

H. Title to Property

The title of all property, equipment and commodities purchased with the Grant funds will vest with the Cooperating Country Agency Central Region Development Commission (CEDECOM), in accordance with attachment 3(B), provision entitled "Title to and Care of Property (Cooperating Country Title)".

I. Authorized Geographic Code

The authorized geographic code for procurement of goods and services under this Grant is Code 935.

ATTACHMENT 2

PROGRAM DESCRIPTIONNATURAL RESOURCE CONSERVATION and HISTORIC PRESERVATION1. Overview and Project DescriptionA. Overview

Early in 1989, the Regional Secretary of the Central Region began a detailed process of taking inventory of the region's resources and identifying those which could be used to promote development activities. Given the particular mix of resources encountered, it was decided that an integrated approach should be adopted giving birth to the concept of the Central Region's Integrated Development Program (CERIDEP). Building on the region's strengths, CERIDEP is aimed at:

- (1) Conserve the region's natural and cultural heritage.
- (2) Stimulate the economy by developing a tourism industry related to this heritage.
- (3) Integrate these activities with related support of micro-enterprise and medium-sized industrial development, particularly in the areas of agro-processing.

The principal aspects of the conservation component are the establishment of a National Park, and forest and wildlife reserve in the center of the region and the restoration of 15th and 17th century castles and forts.

The tourism development component involves plans for public investment in infrastructure to support the establishment of the National Park and the restoration of historical sites. This will be matched by private sector investments in hotel, food service, and resort development.

Urban and rural planning and development activities are linked to both the conservation activities and the tourism activities as well. The program emphasizes micro-enterprise private sector development in the areas of fishing, agriculture, crafts, transport and cultural performances.

The Central Region Administration has taken significant steps to implement CERIDEP. In 1989 it established the Central Region Development Commission (CEDECOM) responsible for managing CERIDEP. It had evolved to become the technical secretariat for

Regional Coordinating Council responsible for policy and program formulation, coordinating and monitoring all economic development activities in the region. It has taken drastic steps to control poaching and to eliminate logging in the area, and it has carried out a series of inter-related, pre-feasibility studies on all aspects of natural and historical preservation including wildlife preserve development, beach resort development, and associated urban and rural renewal efforts.

It is within the framework of the Central Region Integrated Development Program that this project, the Natural Resource Conservation and Historic Preservation, was developed and will be implemented.

B. Project Description

The project activities in support of Ghana's Central Region Integrated Development Program consists of and focuses on two components:

- (1) The protection, preservation and development of the 420 sq. kilometer area known as Kakum/Assin Attandanso. An endowment of one of the few remaining vestiges of tropical rain forest in this part of Africa with most of its original flora and fauna intact.
- (2) The restoration of three historic world class forts and castles, justified by their importance as part of Ghana's and the world's heritage. They will serve as a critical function in the tourism development program.

The project rationale is based upon the development of tourism. Tourism promotion and support under the project is specifically limited to investment in natural resource conservation and historic preservation. Tourism is the lead sector for development in the region; given the rich endowment of the region in historical monuments, a tropical natural park, and unadulterated beaches. The region is not without other resources but it has a comparative advantage in the development of tourism in relation to other areas in the country. The project proposes to build on this advantage.

II. Goal, Purpose and Strategy

A. Goal and Purpose

The project goal is to stimulate economic growth through the exploitation of the tourism potential in Ghana's Central Region. The project purpose is to help Ghana protect and preserve its most important national assets: Its natural resources and world class historical buildings.

With respect to the natural resources, the protection, preservation and development of the 420 sq. kilometer area known as Kakum/Assin Attandanso, 20 kilometers north of Cape Coast, is important for several reasons. First, it is one of the few remaining vestiges of tropical rain forest in this part of Africa with its original flora and fauna intact. Second, the area is the watershed of the Kakum river which supplies water to the urban population centers on the coast. Third, Kakum provides a habitat for a considerable variety of animal species, including seventeen which are on the world list of endangered species, including the elephant and the leopard.

With respect to historic preservation, the project includes three of the 26 forts and castles on the Ghanaian coast: Elmina Castle, Cape Coast Castle and Fort St. Jago. These three are judged as the most important historically. Perhaps no other structures in the world are at once so important to an understanding and appreciation of the age of European exploration; the interaction between European economic, culture, and political systems; the introduction of Christianity into Africa; and, the enslavement and forced migration of millions of Africans to the Americas.

B. Project Strategy

The project activities will be carried out by a "Project Consortium" consisting of four not-for-profit institutions: the Midwest Universities Consortium for International Activities (MUCIA), Conservation International (CI), the Smithsonian Institute (SI), and the U.S. Committee of the International Council on Monuments and Sites (US/ICOMOC). In the initial stages of the project the Consortium will receive assistance from a fifth not-for-profit institution, the Debt for Development Foundation (DDF). The lead Ghanaian organization is the Central Region Development Commission (CEDECOM).

MUCIA will be the recipient of the Grant and coordinator of project activities. Various perspectives of the different consortium members will be brought in by sub-contracts between MUCIA and the other members. MUCIA will appoint a project coordinator, who will devote four months a year to the project and make four trips per year to the project site. For each of the two components, the consortium will form a three-member advisory team. These members will represent the conservation/preservation, educational/interpretive and tourism promotion aspects of each component. The natural resource conservation team will be headed by CI, and the historical preservation team will be headed by US/ICOMOS. Each team leader will devote two person months each to the project. The Smithsonian will select a member (same person, if possible) for each team to provide expertise on presentation and interpreting the sites for visitors. The third member of each team will be

from the tourism faculties of one of the MUCIA universities and will advise on the promotion and marketing of the sites.

Additionally, the combined membership of the two advisory teams, plus the MUCIA project coordinator, will form a project consortium steering committee which, together with the CEDECOM executive coordinating committee, will establish overall project priorities, draw up yearly and quarterly work plans, monitor expenditure, coordinate with UNDP and other donors, and coordinate fund raising activities. On the project site, the consortium will provide a long term experienced conservation planner, to begin six months after project initiation and serve for twelve months. The UNDP will finance the same person for an additional six months. The long term conservation planner will be available to assist CEDECOM and coordinate the project activities for a period of eighteen months.

The project activities will be coordinated with other donors, also supporting the Central Region's Integrated Development Program. The Consortium worked closely with UNDP personnel in developing the MUCIA proposal and the input of each is complementary. In March, 1990, the UNDP approved a \$3.4 million three year project which is primarily an institutional development project for CEDECOM. Among other things, it provides short and long term technical assistance on preparation and management of feasibility studies and implementation of sub-projects related to preservation of historical buildings and wildlife reserves. It also provides equipment and materials to CEDECOM. The UNDP project is supportive and complimentary to the Consortium proposed activities. In addition, other donors are providing assistance which has a direct bearing on the central region's development program. The World Bank is financing the upgrading of the main road through the region from Accra and Takoradi and the Japanese are financing the upgrading of the road between Cape Coast and Kumasi, which passes by the park.

III. Implementation

A. Natural Resource Conservation

1. Natural Resource Studies and Planning

The natural resource conservation component includes several principal elements, each of which will require a combination of technical assistance, training, commodities and local currency. The current plans for the Kakum Park are based upon a pre-feasibility made in early 1989. The study, by definition, is general, outlining possibilities for management and infrastructure in the park. Before the various options are implemented more detailed information is needed and master plan prepared. The immediate needs that will be addressed are:

- (1) Preparation of a two-year Operational Plan
- (2) Wildlife Assessment study
- (3) Water Resources study
- (4) Forest Resources study
- (5) Human Communities study
- (6) The Master Plan

Complementing the studies will be a series of training courses designed for Park rangers, local researchers and conservation planners, offered by the Consortium member institutions.

2. Management of Park Resources

Drastic steps have been taken in the past two years to protect the resources of the park. Logging and hunting have been banned, wildlife rangers have been hired and trained. Support of the surrounding villagers has been strong. To continue that support attention must be given to the land use around the perimeter of the Park. The land should be viewed as a "buffer zone" between the Park and the areas of intense cultivation. Agricultural development should be encouraged. Permanent tree crops, habitat management for game that 'spill' over, stream bank protection and community forestry are some of the multiple uses that the zone immediately adjacent to the Park should serve. The project will support woodlot development in several communities surrounding the Park to offer the villagers an alternative source of firewood. These strategies will start immediately and must benefit the local communities, whose support for the park is vital.

3. Development of Park Infrastructure

During the first 18 months the investment in infrastructure will be modest, only to open the area to Park administrators, protection staff and researchers and to the limited number of visitors that can be expected. The boundary path and several trails will be improved. Investment in infrastructure will depend upon the outcome of the various studies, experience with tourists and development of other tourists facilities and attractions in or near Cape Coast. The Park is unlikely be a 'stand-alone' attraction for a significant number of international tourists.

4. Interpretive Services for Visitors

Success will require more than just opening the Park with physical infrastructure. The Park will require carefully conceived and imaginative interpretive systems that allow the visitor to experience the forest, to learn how it works, how and why changes occur, and how it affects and is affected by humans. This will require professional quality displays, signs, video takes, printed materials and well-trained Park guides. The

Smithsonian Institute will provide the technical assistance needed to accomplish this task.

5. Maintenance and Future Development

Most public parks do not generate enough revenue from entrance fees and sale of park literature to cover operating cost. The Consortium plans to establish a Trust Fund for this purpose, and will provide technical assistance on the establishment and management of the fund. They will also utilize their own resources to secure private sector donations. The initial \$250,000 will come from the project local currency budget.

B. Historic Preservation

Historic Preservation activities will focus on the following activities:

1. Preservation Studies and Planning

The major Ghanaian forts and castles have long attracted the attention of historians and much is known about their role during the past five hundred years. In addition architectural planning drawings were prepared in 1989. However, much remains to be researched and analyzed in order to restore these sites correctly. First, it is necessary to identify how the structure's appearance and use has changed over the centuries as they passed under the control of various European powers. This will require the systematic review of primary source material, in the appropriate archives in Great Britain, the Netherlands and Portugal. The archival records will then be compared with the actual structures to produce drawing that reflect the architectural evolution of the three sites. Other studies will test the composition of materials and finishes. On the basis of these analysis, an appropriate approach to the restoration, preservation and adaption of the three sites will be developed.

2. Stabilization and Restoration

The project will provide technical and financial assistance to ensure that craftsmen are adequately trained and that the materials used will not create problems in the future. The project will also fund tools and equipment. Ft. St. Jago, the smallest and best maintained will be the first one to be worked on. The restoration work at the Elmina and Cape Coast Castles will be a much more substantial undertakings. Initial efforts will focus on eliminating the causes of deterioration and take efforts to stabilize areas that may be at serious risk. The stabilization and restoration of these three sites will cost approximately \$3.6 million. Some budgeted project local currency will be used. The Consortium expects to raise sufficient resources from other sources to finance those expenditures.

3. Interpretive and Marketing Services

At present, with no interpretive system, visitors find the Elmina and Cape Coast Castles impressive. However, a visit to the castles can be greatly enriched by conveying the unique roles of the castles in African, European, West Indian and North and South American political, cultural, economic and religious history. The Smithsonian will provide leadership and technical knowledge to the preparation of the interpretive materials and MUCIA will provide the same for the marketing program.

4. Maintenance and Future Development

The viability of the historic preservation activities depends largely upon the GOG's ability to maintain these historic buildings. The budget of the Museum and Monuments Board does not begin to approach the levels of budget needed. The Consortium proposes to establish an Historic Preservation Trust Fund to provide resources for maintenance. The Consortium will help CEDECOM to structure and establish the fund. The Consortium is confident that it will be able to generate considerable donation for the fund.

IV. Financial Plan

The project budget shows a total project cost of \$11,221,900. An A.I.D. contribution of \$5,622,800, the Consortium \$1,594,400 and the private sector \$4,004,700. About \$ 3.7 million of the A.I.D. funds will be used for dollar costs of technical assistance, training, travel, commodities, and management services. The remaining \$1.9 million will be used for cedis expenditures. An essential and critical design of the financial plan is that the Consortium expects to use the \$1.9 million of AID funds to purchase blocked cedis from several multinational companies and to generate considerable cedis donations (three times the official rate) from the multinationals totaling at least 5.6 million cedis. The proposed transaction would be structured so that the consortium purchases one-fourth of the cedis at the market price (380.1) and receives a donation of the remaining three-fourths (1140.1). By donating three-fourths of the cedis, the companies can gain a tax advantage. The MFEP had indicated that it would give favorable tax treatment to such donations. The donated portion of the cedis is shown on the budget as the \$4,004,700 contribution from the private sector.

SOURCES AND USES OF FUNDS
(All Figures in U.S. \$000s)

Sources	---AID Financed---			Consort PriSect		
	Dollar	Cedis	Total	Dollars	Cedis	Totals
Natural Resources Conservation	1239	700	1938	505	499	2942
Historic Preservation	518	671	1189	402	3375	4966
Marketing and Promotion	750	143	893	245.3	130.7	1116
Interpretive Services	533	208	741	219	0	960
Project Management and Support	685.4	175.4	861.8	223.1	0	1084.9
TOTALS	3725.4	1897.4	5622.8	1594.4	4004.7	11221.9

ATTACHEMENT 3 (A)

MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES¹

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 (SEPTEMBER 1990)

(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."

(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) Audits in accordance with the requirements of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions."

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

ATTACHEMENT 3 (B)

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 | _____ |
| 2. Payment - Periodic Advance | _____X_____ |
| 3. Payment - Cost Reimbursement | _____ |
| 4. Air Travel and Transportation | _____X_____ |
| 5. Ocean Shipment of Goods | _____X_____ |
| 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 | _____ |
| 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) | _____ |
| 21. Title to and Care of Property (U.S. Government Title) | _____ |
| 22. Title to and Care of Property (Cooperating Country Title) | _____X_____ |
| 23. Cost Sharing (Matching) | _____X_____ |
| 24. Use of Pouch Facilities | _____X_____ |
| 25. Conversion of United States Dollars to Local Currency | _____X_____ |

(INCLUDE THIS PAGE IN THE GRANT)

(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

(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 (SEPTEMBER 1990)

(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) AID reserves the right to require refund by the grantee of any amount which AID determines to have been expended for purposes not in accordance with the terms and conditions of this grant, including but not limited to costs which are not allowable in accordance with the applicable Federal cost principles or other terms and conditions of this grant. In the event that a final audit has not been performed prior to the closeout of this grant, AID retains the refund right until all claims which may result from the final audit have been resolved between AID and the grantee.

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.

(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.

2. 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.

(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)

4. 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

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)

(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.

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.

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;

(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.

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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.

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)

(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:

(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).

(l) 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.

5. 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)

(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)

6 PROCUREMENT OF GOODS AND SERVICES (NOVEMBER 1985)

(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.

(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.

(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

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)

7. 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

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)

8. 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)

9. 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.

(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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11. 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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12. 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 changes 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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OMB Control No. 0412-0510
Expiration Date: 12/31/89

13. 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.

14. 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.

(END OF STANDARD PROVISION)

(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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15. 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.

(c) 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. 1381-4 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.

(4) The grantee shall assure that enrollment begins immediately upon the participant's departure for the United States for the purpose of participating in a training program financed or sponsored by 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 costs 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.

(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)

22. 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.

(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):

(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:

- (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)

23 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);

- (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.

24. 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)

25. 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)

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