

PDFCZ 122

**U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT  
ROCAP**



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REGIONAL OFFICE FOR CENTRAL AMERICAN PROGRAMS

Guatemala,  
September 26, 1990

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WILDLIFE PRESERVATION TRUST INTERNATIONAL  
Parque Zoológico "La Aurora",  
Zona 13, Guatemala City, Guatemala  
ATTN: Ms. Lorena Calvo

Subject: Cooperative Agreement No. 598-0780-A-00-0798-00

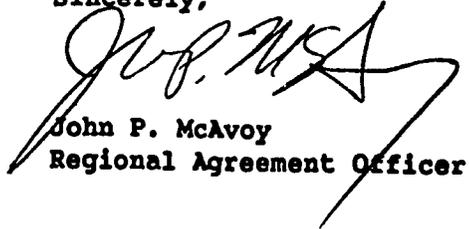
Gentlemen:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter known as AID or ROCAP) hereby grants to Wildlife Preservation Trust International (hereinafter known as Recipient or WPTI) the sum of Forty Nine Thousand One Hundred US Dollars (\$49,100.00) to provide funds for Zoo Biology and Management Training Courses, as more fully described in Attachment No. 1 entitled Schedule, and Attachment No. 2 entitled Program Description.

This Agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the recipient in furtherance of program objectives during the period beginning with the effective date and ending September 25, 1992. This agreement is made to the Recipient on the condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment 1 entitled the Schedule, Attachment 2 entitled "Program Description", and Attachment 3 entitled "Standard Provisions", which have been agreed to by your organization.

Please sign the original and five (5) copies of this letter to acknowledge your receipt of the Agreement and return the original and (4) copies to USAID/Guatemala, Attention Regional Contracts Office.

Sincerely,

  
John P. McAvoy  
Regional Agreement Officer

**Attachments:**

1. Schedule
2. Program Description
3. Standard Provisions

**ACKNOWLEDGED:**

By William Korofant  
Title Executive Director  
Date November 30, 1990

**FISCAL DATA**

Appropriation No.:	721101021
Budget Plan Code:	LDNA-90-25596-KG12
PIO/T No.:	598-0780-3-00120
Project No.:	598-0780
Total Estimated Amount:	\$49,100.00
Total Obligated Amount:	\$49,100.00

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ATTACHMENT NO. 1

COOPERATIVE AGREEMENT SCHEDULE

**A. Purpose of Agreement**

The purpose of this Cooperative Agreement is to provide financial support to the Wildlife Preservation Trust International for three courses in zoo biology and management training: Zoo Biology and Captive Breeding Management Training Courses, Zoo Keepers Training Course and Master and Zoo Management Plan Workshop. Attachment 2, provides detailed information (justification, objectives, methodology, and course outline) of each course.

**B. Reporting Requirements**

The Wildlife Preservation Trust International (WPTI) will submit on an annual basis workplans and corresponding course outlines for each academic year.

Progress reports are required after each course is completed. These reports are due within one month of the end of each course. They should be sent to the RENARM project manager, ROCAP, 2a. Calle 15-65, Zona 13, Guatemala City 01013, Guatemala. A final report will be submitted when all of the courses are completed in 1992.

**C. Period of Agreement**

The effective date of this Agreement is the date of the Agreement cover letter. The expiration date is September 25, 1992

**D. Amount of Agreement and Payment**

1. The total ROCAP contribution to this activity is US\$49,100.00, per attached Illustrative Budget, Exhibit A.

2. AID hereby obligates the amount of FORTY NINE THOUSAND ONE HUNDRED US DOLLARS (\$49,100.00) for program expenditures through September 25, 1992 and as shown in the Financial Plan.

3. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3 Optional Standard Provision No. 3 entitled "Cost Reimbursement."

**E. Financial Plan**

1. The ROCAP Budget and Recipient Counterpart contribution are presented in Exhibits A and B. Revisions shall be made in accordance with the Standard Provisions.

2. The Budget presented is illustrative in nature. More detailed budgets will be defined and approved in work plans.

Over the life of the Cooperative Agreement (CA), the recipient agrees to provide funds in the amount of \$67,420.00 to the CA. The ROCAP contribution to this CA is \$49,100.00.

**F. Special Provisions**

1. The terms "Grant" and "Grantee" are changed to "Agreement" and "Recipient" respectively, wherever they appear in Attachment 3, Standard Provisions.

2. The Recipient agrees that A.I.D. funds provided pursuant to this agreement shall not be committed, disbursed or otherwise utilized in areas which would contravene any provision of the Foreign Assistance Act of 1961, as amended. ROCAP shall advise the Recipient in writing from time to time of such areas.

3. Within 60 days after the signing of this Agreement, the Recipient will submit to ROCAP a Work Plan and Budget for the activities to be carried out the first two years of the Agreement. Once this plan has been approved by ROCAP, the Recipient may request an advance of funds not to exceed three months of projected expenditures.

4. The Recipient will implement and monitor the performance under this Agreement to ensure that the work is progressing as planned and the targets are being met.

**5. Understanding of Substantial Involvement**

AID and the Recipient anticipate that AID will have substantial involvement in assisting WPTI to carry out its responsibilities hereunder.

**G. Authorized Geographic Code**

The Authorized Geographic Code for procurement of goods and services shall be in accordance with Optional Standard Provision No. 6.

**H. Agreement Officer's Technical Representative (AOTR)**

1. The Agreement Officer's Technical Representative (AOTR) for the performance of this Cooperative Agreement is RENARM Project Manager or his/her designee. The Recipient will be notified in writing should the AOTR change. This individual shall have the following authority:

- a) Certification of work performed on all vouchers submitted.
- b) Necessary clarifications of, or minor, non-cost related adjustments to, the program description in Attachment 2.
- c) Approval of all reports, plans, timetables or other such technical submissions required under the Project Description.

**I Reporting Requirements**

Reporting requirements are specified in Attachment No. 1 of this Agreement. All reports shall be delivered in three (3) copies in English and three (3) copies in Spanish to the Agreement Officer's Technical Representative (AOTR).

- J. Exhibits A and B with financial tables are attached.

\_\_\_\_\_End of Schedule\_\_\_\_\_

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ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON  
DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

(hereinafter called the "Applicant") hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from AID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with requirements of:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d) which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance,
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance,
- (3) The Age Discrimination Act of 1975, as amended, (Pub. L. 95-478) which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds,
- (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et. seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
- (5) AID regulations implementing the above non-discrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

If the Applicant is an institution of higher education, the Assurances given herein extend the admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the Applicant establishes to the satisfaction of the AID Administrator that the institution's practices is designated part or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of or participants in such program.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this Assurance on behalf of the Applicant.

By (Signature) \_\_\_\_\_ Title \_\_\_\_\_

Typed Name \_\_\_\_\_ Date \_\_\_\_\_

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

### Alternate I

A. The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction of for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health law enforcement, or other appropriate agency;

(a) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT A**

**FINANCIAL PLAN**

EXHIBIT A

ILLUSTRATIVE BUDGET

Course #2: Zoo Keepers Training Course

Air Transportation		
4 U.S. and Latin American Instructors	\$ 3,200.00	
26 Central American participants	<u>\$ 4,000.00</u>	
	\$ 7,200.00	\$ 7,200.00
Honorariums		
5 at \$250.00	\$ 1,250.00	\$ 1,250.00
Per Diem		
\$15/day, 6 days, 33 persons	\$ 2,970.00	\$ 2,970.00
Hotel		
7 rooms/7 nights at \$35.00	\$ 1,715.00	\$ 1,715.00
Ground transportation		
1 van/\$100 a day/6 days	\$ 600.00	
Gasoline	<u>\$ 225.00</u>	
	\$ 825.00	\$ 825.00
Supplies	\$ 400.00	\$ 400.00
Other costs		
Telephone, fax, etc.	\$ 450.00	<u>\$ 450.00</u>
TOTAL		\$14,810.00 =====

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## ILLUSTRATIVE BUDGET

## Course #1: Zoo Biology and Captive Breeding Management Training Course

Air transportation		
5 U.S. instructors	\$ 4,000.00	
26 Central American participants	<u>\$ 4,000.00</u>	
	\$ 8,000.00	\$ 8,000.00
Per Diem		
\$15/day, 13 days, instructors	\$ 975.00	\$ 975.00
Hotel		
15 rooms/14 nights at \$35	\$ 7,350.00	\$ 7,350.00
Ground transportation		
1 van/\$100 a day/13 days	\$ 1,300.00	
Gasoline	<u>\$ 225.00</u>	
	\$ 1,525.00	\$ 1,525.00
Supplies	\$ 1,400.00	\$ 1,400.00
Other Costs		
Telephone, fax, etc.	\$ 530.00	<u>\$ 530.00</u>
TOTAL		\$19,780.00 =====

## ILLUSTRATIVE BUDGET

## Course #3: Master and Zoo Management Plan Workshops

Air transportation		
2 U.S. consultants	\$ 1,600.00	
26 Central American participants	<u>\$ 6,000.00</u>	
	\$ 7,600.00	\$ 7,600.00
Per Diem		
\$15/day, 6 days, 2 consultants	\$ 180.00	\$ 180.00
Hotel		
22 rooms/7 nights at \$35.00	\$ 5,390.00	\$ 5,390.00
Ground Transportation		
1 van/\$100 a day/6 days	\$ 600.00	
Gasoline	<u>\$ 110.00</u>	
	\$ 710.00	\$ 710.00
Supplies	\$ 200.00	\$ 200.00
Other Costs		
Telephone, fax, etc.	\$ 430.00	<u>\$ 430.00</u>
TOTAL		\$14,510.00
GRAND TOTAL		\$49,100.00 =====

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**EXHIBIT B**

**DETAILED BUDGET  
COUNTERPART CONTRIBUTION**

**EXHIBIT B**

**ILLUSTRATIVE BUDGET  
COUNTERPART CONTRIBUTION**

**(IN US DOLLARS)**

<b>1. Wildlife Preservation Trust International</b>	
Salary Expenses, Lorena Calvo	<b>27,380</b>
Zoo Director's Course	<b>5,000</b>
Zoo Educator's Course	<b>1,040</b>
<b>2. World Wildlife Fund</b>	
Zoo Educator's Course	<b>8,000</b>
<b>3. U.S. Fish and Wildlife Service</b>	
Zoo Educator's Course	<b>6,000</b>
<b>4. Zoo Conservation Outreach Group</b>	
Follow-up Grants for Courses	<b>20,000</b>
<b>TOTAL</b>	<b>67,420</b> <b>*****</b>

**ATTACHMENT 2**

**PROGRAM DESCRIPTION**

**ZOO BIOLOGY AND CAPTIVE BREEDING MANAGEMENT COURSE**

**SUBMITTED BY:**

Wildlife Preservation Trust, Central America.

**CONTACT PERSON:** Lorena Calvo,  
WPTI, ITC Regional Coordinator  
Central America.  
Parque Zoológico La Aurora, zona 13 -  
Tel: 720507.

## INTRODUCTION

During a recent AMAZOO (Association of Mesoamerican Zoos) regional meeting, the need for training in zoo biology and management was unanimously expressed. Major obstacles to achieving sustainable development were attributed to the lack of skills and experience in managing captive animals and in solving problems unique to zoological collections. Specific information on the status of animal collections, husbandry methods, record keeping, budgets and professional standards is not currently available for mesoamerican zoos. Technical assistance and support activities cannot be developed without this information.

The role of zoological parks as propagation centers of native wildlife is imperative and future directions for the technical support of captive breeding efforts must be addressed. Annually, zoos received hundreds of confiscated wildlife many of which are endangered species. These animals usually results in their eventual death because no efforts have been made to establish appropriate breeding programs for these animals.

## JUSTIFICATION

A considerable part of the zoo curators, veterinarians and biologist's duties compromise breeding and rearing problems. These have become significant since restocking of zoo animals cannot be accomplished by adding recently captured animals from the wild due to the decline in their native habitats.

To be truly successful captive propagation must be coordinated in and between zoos. Scientific management of a captive population requires special knowledge which is why captive breeding programs must be strengthened. Most zoos in Central America do not have the staff expertise for the long range management of captive populations so training for those people is imperative.

### OBJECTIVES

The aim of this course is to improve the standard of animal management by providing participants with the knowledge and skills to work with zoo animals in a professional capacity.

The course is designed to enable the participant to:

- . Understand the need for the welfare and management of zoo animals.
- . Understand the special techniques applicable to zoo keeping.
- . To be able to work giving supervision and find solutions to technical problems which arise during her/his work.

### METHODOLOGY

The course will be designed for personnel responsible for specific technical activities: curators, biologists, zoo veterinarians, veterinary assistants.

The course would be given for two weeks in La Aurora Zoo in Guatemala and would include two representatives from major zoos in every country in the Mesoamerican region. It will

consists of daily lectures, demonstrations, quizzes and class exercises, as well as class projects.

The Zoo Biology and Captive Breeding Management Course will be conducted by people that has been giving similar training programs and has the experience, such as Dr. Chris Wemmer from the National Zoological Park's Conservation and Research center who has conducted the Zoo Biology and Animal Management Training program in different developed countries. They would coordinate and facilitate contacts with zoo professionals from the North American zoo community.

#### TENTATIVE COURSE CURRICULA

- 1 DAY . The purpose of Zoos
  - . The Collection plan
  - . Information flow (coordination between technical staff)
  
- 2 DAY . Animal record keeping
  - . Animal identification
  
- 3 DAY . Genetic management (Coordination between zoos in the Mesoamerican region)
  - . SSP, Studbooks
  - . Animal loans
  
- 4 DAY . Nutrition (diets design)

5 DAY . Animal capture and handling (tools of restraint  
and chemical restraint)

6 AND 7 DAYS WEEK END BREAK

8 DAY . Clinical Veterinary programs:  
. Quarentine  
. Parasite control (zoonoses)  
. Vaccination  
. Disposition of dead animals

9 DAY . Medical records  
. Animal Emergencies (Animal escape plan)

10 DAY . Research: Definitions and Principals.  
. The importance of publications  
. Ethograms and data collection.

11 DAY The role of curators and veteriharians in the  
education and training of zoo personnel.

12 DAY . Zoo Associations

ZOO BIOLOGY AND CAPTIVE BREEDING MANAGEMENT

TRAINING COURSE.

Scheduled for: February 11-23, 1990 - Guatemala.

Target Audience: Personnel responsible for specific technical activities: Zoo curators, biologists, zoo veterinarians and zoo veterinary assistants.

BUDGET

<b>A. AIR TRANSPORTATION</b>	
US Instructors (5)	\$4,000.00
Mesoamerican zoo participants 2/zoo, 14 zoos in Central America	\$4,000.00
<b>B. ACCOMODATION/ HOTEL</b>	
Per diem for instructors (5) 15.00/ day, 13 days	\$975.00
Double room occupancy \$35.00/night 14 nights, 15 rooms	\$7,350.00
<b>C. GROUND TRANSPORTATION</b>	
1 van \$100.00/day, 13 days	\$1,300.00
Gas 200 milles, \$1.20 gal	\$225.00
<b>D. EXPENDABLE SUPPLIES</b>	
Translation into spanish training manual	\$1,000.00
Production of 35 manuals	\$200.00
Materials as paper, photocopies, pens, etc	\$200.00
<b>E. OTHER COSTS</b>	
Long distance telephone calls	\$300.00
DHL Courier	\$230.00
<b>GRAND TOTAL</b>	<b>\$19,780.00</b>

**ZOO KEEPERS TRAINING COURSE**

**SUBMITTED BY:**

**WILDLIFE PRESERVATION TRUST**

**CONTACT PERSON:** Lorena Calvo  
WPTI, ITC Regional Coordinator,  
Central America.  
Parque Zoológico La Aurora z 13  
Tel: 720507.

## INTRODUCTION

The basic elements of the zoo consist of people and animals; the people element includes the visitors as well as the staff who create and maintain the zoo.

In Central America the position of zoo keeper is found of little recognition as a professional occupation. The job has the status of an unskilled labouring occupation. Today, many new demands have been placed on the keeper in the modern zoos: duties have become more complex and today the need for related pre-education or in service training seems to be essential to master these tasks.

Being an animal keeper requires more than the ability to clean an enclosure and feed its occupants. Today's zoo keeper has to have the opportunity to learn about an individual animal's habits and behavior and to notice any apparent changes. People who work in this profession are obviously dedicated to their work and are constantly striving to improve on animal care management techniques.

## JUSTIFICATION

Because of the popularity of zoological parks, such institutions have an unmatched opportunity and responsibility to educate visitors about the plight of rare, endangered, and threatened species and the critical need for conserving wildlife and its habitat. A special commitment is required on the part of those who serve the needs and provide the care to the institution's captive collections.

The need for better keepers become apparent when we see rising demand for breeding programs, conservation efforts, research support, public education, recreational needs and technological support.

### OBJECTIVES

The aim of this course is to improve the standard of animal management by providing participants with the knowledge and skills to work with zoo animals in a professional capacity.

In particular the course is designed to enable the participant to:

- . Understand the need for the welfare and management of zoo animals.
- . Understand the special techniques applicable to zoo keeping.
- . Be able to work under supervision and find solutions to technical problems which arise during her/his work.

### METHODOLOGY

The course is designed for personnel responsible for the daily care of the animal collection. Their preparation will include technical schooling or short lectures in basic biology, keeper practice, work schedules, cage sanitation, animal handling and food preparation, as well as information reporting.

The course would be given for six days in La Aurora Zoo in Guatemala and would include two representatives from major zoos in every country in the Mesoamerican region. It will consist of daily lectures, demonstrations, quizzes and class exercises.

The Zoo Keepers Training course will be conducted by people from zoos in United States or other countries in Latin America that has been giving similar training programs in their zoos or other countries, and has the experience.

### TENTATIVE COURSE CURRICULA

- 1 DAY      ORIENTATION**
- . The purpose of zoos
  - . The professional zoo keeper (qualifications, attitudes, and problems solving)
  - . The collection plan.
- ANIMAL MANAGEMENT I**
- . Animal record keeping
  - . Animal identification
  - . Observation techniques.
- 2 DAY      APPLIED BIOLOGY**
- . Taxonomy
  - . Evolution
  - . Amphibia and reptiles
  - . Birds
- 3 DAY      . Mammals**
- . Hand raising mammals and birds
  - . Rehabilitation
- 4 DAY      ANIMAL MANAGEMENT II**
- . Safety and security - Animal emergencies.
  - . Hygiene and pest control (zoonosis)
  - . Feeds and feeding (feeding considerations, food preparation)
- 5 DAY      . Animal capture and handling (tools of restraint, chemical restraint)**
- . Animal shipping
  - . Basic husbandry procedures and methods (facilities, equipment, tools its care and maintenance).
- 6 DAY      ANIMAL MANAGEMENT III**
- . Animal exhibition (goals, barrier types, exhibit types).
  - . Mixed species exhibits
  - . Exhibits enrichment.

ZOO KEEPERS TRAINING COURSE.

Scheduled for June 10-16, 1990 - Guatemala.

Target audience: Personnel responsible for the care and maintenance of the animals.

Head keepers, zoo keepers.

BUDGET

<b>A. AIR TRANSPORTATION</b>	
2 U.S instructors	\$3,200.00
2 Latin American instructors	
Mesoamerican zoo participants, 2/zoo, 14 zoos in Central America	\$4,000.00
<b>B. INSTRUCTO"S HONORARIUMS</b>	
5 at \$250.00	\$1,250.00
<b>C. ACCOMODATION</b>	
Per diem for participants, \$15.00/day 6 days, 33 persons	\$2,970.00
Double room occupancy \$35.00/day 7 nights, 7 rooms	\$1715.00
<b>D. TRANSPORTATION</b>	
1 Van \$100.00/day, 6 days	\$600.00
Gas 200 milles\$1.20 gal	\$225.00
<b>E. EXPENDABLE SUPPLIES</b>	
Producing 35 manuals	\$200.00
Materials as paper, photocopies, pens, etc	\$200.00
<b>F. OTHER COSTS</b>	
Long distance telephone calls	\$200.00
DHL Courier	\$250.00
<b>GRAND TOTAL</b>	<b>\$14,810.00</b>

MESOAMERICAN MASTER AND ZOO MANAGEMENT PLAN WORKSHOP

SUBMITTED BY :

WILDLIFE PRESERVATION TRUST ,

CONTACT PERSON: Lorena Calvo  
WPTI, ITC Regional Coordinator  
Central America.  
Parque Zoologico La Aurora z 13  
Tel: 720507.

## INTRODUCTION

The Municipal board, the Ministry of Agriculture or other governing agencies that administrates the zoological parks in the Mesoamerican region, shall effectively manage the institutions to provide recreation for the public and thereby carry out its purpose of education, research, and conservation in a manner that promotes public participation in its programs and leads to growth of awareness and involvement in improving the relationships between people and natural world.

A master plan for each of the Mesoamerican zoos is critical. It sets forth a plan for construction of exhibits and supporting facilities. It will be a guide for the zoo's operation over a specified and usually long period of time. A master plan is essential in every zoo, so that what is built today makes sense for tomorrow.

## OBJECTIVES

The objectives for the elaboration of the master plans are:

- To give the fundamental direction to plan and develop specific resources in different areas at the zoos;
- To give a fundamental guide through the plannification process that will help in the fuction and organization of the institutions.

## METHODOLOGY

The first step will be the creation of a team whose responsibility would be to develop the strategy plan for their zoo in each Mesoamerican country. To be effective, the team would include those who can contribute expertise in each of the major areas, including representatives from the animal collection, education and marketing staff. The target audience for this workshop will be administrators, directors, curators, architects, treasurer or accountants and education officer.

The workshop would be given for 6 days in Guatemala and would include three representatives from major zoos that are currently members of the Association of Mesoamerican Zoos (AMAZOO).

The participants will come to the workshop with some material already prepared previous requirement from the consultants/instructors. They would be divided in groups integrated by people who work at the same zoo; and potential topics will be discussed in 30 minutes period time. Each activity would come with conclusions from the different groups to be presented to the whole class at the end of each session. The topics will be introduced to the participants by a previous lecture given by the instructor.

## TENTATIVE WORKSHOP CURRICULA

### 1 DAY PHASE I PLAN PREPARATION

1. Data gathering, historical events.
2. Inventory of the area (survey of all physical, social, economic and political resources)
3. Analysis of constraints and limitations (personnel, time, finances, facilities, materials)
4. Definition of the purpose of the institution (set goals).

2 DAY 5. Data on site evaluation (Division of the zoo into zones or areas. Assessment of climate, vegetation land forms, existing structures, other relevant constraint).

6. Definition of boundaries in the zoo. Proposed layout (parking, traffic flow, patterns, transportation service space, utilities, etc).

3 DAY 7. Analysis and evaluation of the plan (Timetable for phasing).

4 DAY PHASE II PUBLICATION AND DISTRIBUTION OF THE PLAN  
(To government institutions, conservation organizations, etc)

PHASE III THE IMPLEMENTATION OF THE PLAN  
(market)

Evaluate process and results (Feedback and review of the plan.

### 5 AND 6 DAYS

Days designed for the participants to work in their master plans for their zoos. To do appointments with the consultants to talk about their specific master plans.

It is hoped that the participants would implement the master plans in their own zoos. The idea is that the participants would bring to their own countries the preliminary plan for their zoos.

MASTER AND ZOO MANAGEMENT PLAN WORKSHOP.

Schedule for: The second week of february 1992.

Target audience: Administrators/directors, curators/  
veterinarians, tresurer/accountant, architechs, zoo  
educators.

BUDGET

<b>A. AIR TRANSPORTATION</b>	
2 US Zoo consultants	\$1,600.00
Mesoamerican zoo participants, 3/zoo	
14 zoos in Mesoamerica	\$6,000.00
<b>B. ACCOMODATION/ HOTEL</b>	
Per diem consultants (2)	
\$15.00/day, 6 days	\$180.00
Double room occupancy \$35.00/night	
7 nights, 22 rooms	\$5,390.00
<b>C. GROUND TRANSPORTATION :</b>	
1 van \$100.00/day, 6 days	\$600.00
Gas 100 milles	\$110.00
<b>D. EXPENDABLE SUPPLIES</b>	
(paper, photocopies, pens, maps, etc)	\$200.00
<b>E. OTHER COSTS</b>	
Long distance calls	\$200.00
DHL courier	\$230.00
<b>Grand Total</b>	<b>14,510.00</b>

AID HANDBOOK 13	Trans. Memo. No. 13:51	Effective Date Mar. 30, 1989	Page No. 4C-1
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APPENDIX 4C  
OMB Control No. 0412-0510  
Expiration Date: 12/31/89

MANDATORY STANDARD PROVISIONS FOR  
U.S., NONGOVERNMENTAL GRANTEE<sup>1</sup>

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MANDATORY STANDARD PROVISIONS

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1. ALLOWABLE COSTS (NOVEMBER 1985)

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

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

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

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

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

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- (1) Accurate, current, and complete disclosure for each AID-sponsored project or program in accordance with the reporting requirements of this grant. While AID requires reporting on an accrual basis, the grantee shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
- (2) Records that identify adequately the source and application of funds for AID-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.
- (3) Effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
- (4) Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit-cost data whenever appropriate.
- (5) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the recipient, whenever funds are advanced by the Federal Government.
- (6) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant.
- (7) Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (i) the amount and disposition by the grantee of the proceeds of such assistance, (ii) the total cost of the project or undertaking in connection with which such assistance is given or used, (iii) the amount of that portion of the cost of the project or undertaking supplied by other sources, and (iv) such other records as will facilitate an effective audit.
- (8) Examinations in the form of audits or internal audits shall be made by qualified individuals that are sufficiently independent of those that authorize the expenditure of AID funds to produce unbiased opinions, conclusions, or judgments. They shall meet independence criteria along the lines of Chapter IV, Part B of the U.S. General Accounting Office Publication Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1981 Revision).

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

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

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

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

(2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. AID follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit; and

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

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

3. REFUNDS (JANUARY 1988)

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

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

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

4. REVISION OF GRANT BUDGET (NOVEMBER 1985)

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

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

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

(2) The need for additional funding.

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- (3) The grantee expects the amount of AID authorized funds to exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater.
- (4) The grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
- (5) The grantee intends to contract or subgrant any of the substantive programmatic work under this grant, and such contracts or subgrants were not included in the approved grant budget.
- (6) The grantee plans to incur an expenditure which would require advance approval in accordance with the applicable Federal cost principles and was not included in the approved grant budget.
- (7) The grantee plans to transfer funds allotted for training allowances to other categories of expense.
- (c) When requesting approval for budget revisions, the grantee shall use the budget formats that were used in the application unless a letter request will suffice.
- (d) Within 30 calendar days from the date of the receipt of the request for budget revisions, the grant officer shall review the request and notify the grantee whether the budget revisions have been approved. If the revisions are still under consideration at the end of 30 calendar days, the grant officer shall inform the grantee in writing of the date when the grantee may expect the decision. The grant officer shall obtain the project officer's clearance on all such requests prior to communication with the grantee.
- (e) If the requested budget revision requires the obligation of additional funding, and, if after notification pursuant to this standard provision, AID determines not to provide additional funds, the AID grant officer will, upon written request of the grantee, terminate this grant pursuant to the standard provision of this grant, entitled "Termination and Suspension."
- (f) Except as required by other provisions of this grant specifically stated to be an exception from this provision, the Government shall not be obligated to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant. The grantee shall not be obligated to continue performance under the grant (including actions under the "Termination and Suspension" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the grant officer has notified the grantee in writing that such obligated amount has been increased and has specified in such notice the new obligated grant total amount.

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5. TERMINATION AND SUSPENSION (MAY 1986)

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

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

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

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

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6. DISPUTES (November 1989)

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

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

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

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

7. INELIGIBLE COUNTRIES (MAY 1986)

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

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

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

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

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

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

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

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

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

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

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

9. NONDISCRIMINATION (MAY 1986)

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

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

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

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

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11. NONLIABILITY (NOVEMBER 1985)

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

12. AMENDMENT (NOVEMBER 1985)

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

13. NOTICES (NOVEMBER 1985)

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

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

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

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

(END OF MANDATORY STANDARD PROVISIONS)

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**OPTIONAL STANDARD PROVISIONS FOR  
U.S., NONGOVERNMENTAL GRANTEES**

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

- |   |       |
|---|-------|
| 1. Payment - Letter of Credit                                 | _____ |
| 2. Payment - Periodic Advance                                 | _____ |
| 3. Payment - Cost Reimbursement                               | _____ |
| 4. Air Travel and Transportation                              | _____ |
| 5. Ocean Shipment of Goods                                    | _____ |
| 6. Procurement of Goods and Services                          | _____ |
| 7. AID Eligibility Rules for Goods and Services               | _____ |
| 8. Subagreements  | _____ |
| 9. Local Cost Financing                                       | _____ |
| 10. Patent Rights   | _____ |
| 11. Publications  | _____ |
| 12. Negotiated Indirect Cost Rates - Predetermined            | _____ |
| 13. Negotiated Indirect Cost Rates - Provisional              | _____ |
| 14. Regulations Governing Employees                           | _____ |
| 15. Participant Training                                      | _____ |
| 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) | _____ |
| 23. Cost Sharing (Matching)                                   | _____ |
| 24. Use of Pouch Facilities                                   | _____ |
| 25. Conversion of United States Dollars to Local Currency     | _____ |

(INCLUDE THIS PAGE IN THE GRANT)

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\* 11. NONLIABILITY (NOVEMBER 1985)

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

12. AMENDMENT (NOVEMBER 1985)

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

13. NOTICES (NOVEMBER 1985)

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

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

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

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

(END OF MANDATORY STANDARD PROVISIONS)

\* Revised

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**OPTIONAL STANDARD PROVISIONS FOR  
U.S., NONGOVERNMENTAL GRANTEES**

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

- |   |       |
|---|-------|
| 1. Payment - Letter of Credit                                 | _____ |
| 2. Payment - Periodic Advance                                 | _____ |
| 3. Payment - Cost Reimbursement                               | _____ |
| 4. Air Travel and Transportation                              | _____ |
| 5. Ocean Shipment of Goods                                    | _____ |
| 6. Procurement of Goods and Services                          | _____ |
| 7. AID Eligibility Rules for Goods and Services               | _____ |
| 8. Subagreements  | _____ |
| 9. Local Cost Financing                                       | _____ |
| 10. Patent Rights   | _____ |
| 11. Publications  | _____ |
| 12. Negotiated Indirect Cost Rates - Predetermined            | _____ |
| 13. Negotiated Indirect Cost Rates - Provisional              | _____ |
| 14. Regulations Governing Employees                           | _____ |
| 15. Participant Training                                      | _____ |
| 16. Voluntary Population Planning                             | _____ |
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| 18. Care of Laboratory Animals                                | _____ |
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| 23. Cost Sharing (Matching)                                   | _____ |
| 24. Use of Pouch Facilities                                   | _____ |
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(INCLUDE THIS PAGE IN THE GRANT)

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PFM | FM | PAFD (CIB 09-6)

**PAYMENT - PERIODIC ADVANCE (JANUARY 1988)**

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

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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**PAYMENT - COST REIMBURSEMENT (NOVEMBER 1985)**

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

- (a) At the end of each month of this grant, the grantee shall submit an original and two copies of SF-270, "Request for Advance or Reimbursement," to the payment office address specified in the schedule of this grant.
- (b) A final SF-270, shall be submitted within 60 days after the conclusion of the grant to the payment office.
- (c) The reports will be prepared on a cash basis. However, if the grantee's accounting records are not normally kept on a cash basis, the grantee shall not be required to convert its accounting system to meet this requirement.
- (d) Assignment of Claims (otherwise known as assignment of proceeds) is authorized under this grant and will be processed by the payment office.

(END OF STANDARD PROVISION)

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**AIR TRAVEL AND TRANSPORTATION (NOVEMBER 1985)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) International Travel

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

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

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

(END OF STANDARD PROVISION)

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**OCEAN SHIPMENT OF GOODS (MAY 1986)**

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

- (a) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.
- (b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- (c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the A.J.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., PVOs) shall be governed by this standard provision and by A.I.D. Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).

(END OF STANDARD PROVISION)

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**PROCUREMENT OF GOODS AND SERVICES (NOVEMBER 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/offeree 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/offeree must fulfill in order to be evaluated by the recipient. Any and all bids/offers may be rejected when it is in the recipient's interest to do so.

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

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

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

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

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

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

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

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

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

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

- (A) Basis for contractor selection;
- (B) Justification for lack of competition when competitive bids or offers are not obtained;
- (C) Basis for award cost or price.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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### SUBAGREEMENTS (NOVEMBER 1985)

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

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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\* **LOCAL COST FINANCING (NOVEMBER 1988)**

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

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

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

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

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

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

(d) Ineligible Suppliers: Funds provided under this grant shall not be used to procure any goods or services furnished by any firm or individual whose name appears on AID's Consolidated List of Debarred, Suspended, or Ineligible Awardees (AID Regulation 8, (22 CFR 208)). AID 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 AID 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 AID the entire amount of the reimbursement.

(END OF STANDARD PROVISION)

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**PATENT RIGHTS (NOVEMBER 1985)**

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

**(a) Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Minimum Rights to Recipient:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

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

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

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

(END OF STANDARD PROVISION)

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**PUBLICATIONS (NOVEMBER 1985)**

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

- (a) If it is the grantee's intention to identify A.I.D.'s contribution to any publication resulting from this grant, the grantee shall consult with A.I.D. on the nature of the acknowledgement prior to publication.
- (b) The grantee shall provide the A.I.D. project officer with one copy of all published works developed under this grant and with lists of other written work produced under the grant.
- (c) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the grant unless the schedule of the grant has identified the profits or royalties as program income.
- (d) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but A.I.D. reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

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**NEGOTIATED INDIRECT COST RATES - PREDETERMINED (MAY 1986)**

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

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

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

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(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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**NEGOTIATED INDIRECT COST RATES - PROVISIONAL (MAY 1986)**

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

- (a) A provisional indirect cost rate(s) shall be established for each of the grantee's accounting periods during the term of this grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the periods shown in the schedule of this grant.
- (b) Not later than 90 days after the close of the grantee's fiscal year, the grantee shall submit to the cognizant Government Audit Activity in accordance with OMB Circular A-88 proposed final indirect cost rate(s) and supporting cost data. In the event A.I.D. is the cognizant agency or no cognizant agency has been designated, the grantee shall submit a copy of the proposed final indirect cost rate(s) and supporting cost data to the A.I.D. Inspector General, Washington, D.C. 20523, and to the Overhead and Special Costs - Contract Closeout Branch, Office of Procurement, Washington, D.C. 20523. The proposed rate(s) shall be based on the grantee's actual cost experience during that fiscal year. Negotiations of final indirect cost rate(s) shall begin as soon as practical after receipt of the grantee's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles in effect on the date of this grant.
- (d) The results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. Such agreement shall specify (1) the agreed upon final rate(s), (2) the base(s) to which the rate(s) apply, and (3) the period for which the rate(s) apply. The indirect cost rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.
- (e) Pending establishment of final indirect cost rate(s) for any period, the grantee shall be reimbursed either at negotiated provisional rate(s) as provided above or at billing rate(s) acceptable to the grant officer, subject to appropriate adjustment when the final rate(s) for that period are established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rate(s) provided in this standard provision shall be set forth in a modification to this grant.

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

(END OF STANDARD PROVISION)

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**REGULATIONS GOVERNING EMPLOYEES (NOVEMBER 1985)**

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

- (a) The grantee's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire A.I.D. personnel employed by the Mission except as this may conflict with host government regulations.
- (c) Other than work to be performed under this grant for which an employee is assigned by the grantee, no employee of the grantee shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any grantee employee is not in accordance with the preceding paragraphs, the grantee's chief of party shall consult with the A.I.D. Mission Director and the employee involved and shall recommend to the grantee a course of action with regard to such employee.
- (f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- (g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

(END OF STANDARD PROVISION)

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**PARTICIPANT TRAINING (MAY 1986)**

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

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

(b) **Application of Handbook 10:** Participant training under this grant is to be conducted according to the policies established in A.I.D. Handbook 10, Participant Training, except to the extent that specific exceptions to Handbook 10 have been provided in this grant with the concurrence of the Office of International Training. (Handbook 10 may be obtained by submitting a request to the Office of International Training (S&T/IT), Agency for International Development, Washington, D.C. 20523-7) Except for paragraph (h) on orientation, the following paragraphs in this standard provision are not subject to waiver except as specifically stated. ↳ 1601

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

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

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

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

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

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

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

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

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

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

(2) The grantee shall, as early as possible and no later than the initiation of travel to the United States by each participant financed by A.I.D. under this grant, fill out form A.I.D. 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 - 0208

(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.

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

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

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

(END OF STANDARD PROVISION)

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**VOLUNTARY POPULATION PLANNING (AUGUST 1986)**

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

**(a) Voluntary Participation:**

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

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

**(b) Voluntary Participation Requirements For Sterilization Programs:**

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

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

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

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

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

(c) Prohibition on Abortion-Related Activities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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

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

- (a) Safeguarding the rights and welfare of human subjects involved in research supported by A.I.D. is the responsibility of the organization to which support is awarded. It is the policy of A.I.D. that no work shall be initiated under any grant for the support of research involving human subjects unless the research is given initial and continuing review and approval by an appropriate committee of the applicant organization. This review shall assure that (1) the rights and welfare of the individuals involved are adequately protected, (2) the methods used to obtain informed consent are adequate and appropriate, and (3) the risks and potential medical benefits of the investigation are assessed.
- (b) The organization must provide written assurance to A.I.D. that it will abide by this policy for all research involving human subjects supported by A.I.D. This assurance shall consist of a written statement of compliance with the requirements regarding initial and continuing review of research involving human subjects and a description of the organization's review committee structure, its review procedures, and the facilities and personnel available to protect the health and safety of human subjects. In addition to providing the assurance, the organization must also certify to A.I.D. for each proposal involving human subjects that its committee has reviewed and approved the proposed research before any work may be initiated.
- (c) Since the welfare of the subject individual is a matter of concern to A.I.D. as well as to the organization; A.I.D. advisory groups, consultants, and staff may independently review all research involving human subjects, and prohibit research which presents unacceptable hazards. This provision, however, shall not derogate in any manner from the responsibility of the organization set forth herein.
- (d) All of the above provisions apply to any research involving human subjects conducted outside of the United States and, in addition, such overseas research will conform to legal and other requirements governing human research in the country where they are conducted.
- (e) In addition to the procedures set forth above, studies with unmarketed drugs will be carried out in accordance with provisions applicable in the country where the study is conducted. In the United States, the regulations of the Food and Drug Administration will be followed and evidence of such compliance provided to A.I.D.

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

(END OF STANDARD PROVISION)

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**CARE OF LABORATORY ANIMALS (NOVEMBER 1985)**

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

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

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

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

(END OF STANDARD PROVISION)

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GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY (NOVEMBER 1985)

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

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

(END OF STANDARD PROVISION)

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

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

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

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

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

(c) Real Property:

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

(2) Use of Real Property:

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

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

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

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

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

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

(d) Nonexpendable Property:

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

(2) Use of Nonexpendable Personal Property:

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

- (A) Activities sponsored by A.I.D.
- (B) Activities sponsored by other Federal agencies.

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

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

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

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

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

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

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

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

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

**(e) Expendable Personal Property:**

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

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

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

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

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

(i) A description of the property.

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

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

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

(v) Acquisition date and cost.

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

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

(viii) Unit acquisition cost.

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) recording of work accomplished under the program:

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

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

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

(d) Risk of Loss:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) recording of work accomplished under the program:

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

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

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

(d) Risk of Loss:

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

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

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

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

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

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

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

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

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

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

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

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- (i) The lost, destroyed, or damaged cooperating country property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the cooperating country property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (4) The grantee shall make repairs and renovations of the damaged cooperating country property or take such other action as the grant officer directs.
- (5) In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse A.I.D., as directed by the grant officer. The grantee shall do nothing to prejudice A.I.D.'s right to recover against third parties for any such loss, destruction, or damage, and upon the request of the grant officer, shall, at the Government's expense, furnish to A.I.D. all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.
- (e) Access: A.I.D., and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.
- (f) Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this grant, or at such other date as may be fixed by the grant officer, the grantee shall submit to the grant officer an inventory schedule covering all items of equipment, materials and supplies under the grantee's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this grant. The grantee shall also indicate what disposition has been made of such property.
- (g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

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**COST SHARING (MATCHING) (NOVEMBER 1985)**

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

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

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

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

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

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

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

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

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

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

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

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

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- (6) Are provided for in the approved budget when required by A.I.D.; and
- (7) Conform to other provisions of this paragraph.

(d) Values for grantee in-kind contributions will be established in accordance with the applicable Federal cost principles.

(e) Specific procedures for the grantee in establishing the value of in-kind contributions from non-Federal third parties are set forth below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(END OF STANDARD PROVISION)

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**USE OF POUCH FACILITIES (NOVEMBER 1985)**

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

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

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

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

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

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

Name of individual or organization (followed by letter symbol "G")

Name of post (USAID/\_\_\_\_\_)

Agency for International Development  
Washington, D.C. 20523

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

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

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

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

(END OF STANDARD PROVISION)

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

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

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

(END OF STANDARD PROVISION)

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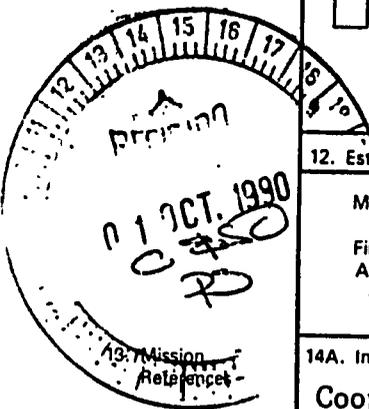
\*PIO/T

AGENCY FOR  
INTERNATIONAL DEVELOPMENT  
  
PROJECT IMPLEMENTATION  
ORDER/TECHNICAL  
SERVICES

1. Cooperating Country <b>ROCAP/Guatemala</b>	Page 1 of 3 Pages
2. PIO/T No. <b>598-0780-3- 00120</b>	3. <input checked="" type="checkbox"/> Original or Amendment No.
4. Project/ Activity No. and Title <b>596-0780 Environmental Support Project LAC/DR/E</b>	

DISTRIBUTION

5. Appropriation Symbol <b>72-1101021</b>	6. Budget Plan Code <b>LDNA-90-25596-KG12</b>
7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) <b>12/31/92</b>
9. Authorized Agent <b>RCO/ROCAP</b>	10. This PIO/T is in full conformance with PRO AG No Date <b>N/A</b>
11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input checked="" type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other	11b. Contract Grant Cooperative Agreement/ PASA RSSA Reference Number (If this is an Amendment)



12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. <b>II</b> )					
Maximum AID Financing Available	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		- . -	\$49,100	- . -	\$49,100
	B. U.S.-Owned Local Currency				

14A. Instructions to Authorized Agent The Contracting Officer is requested to develop a Cooperative Agreement with Wildlife Preservation Trust International as detailed in the SCHEDULE, Attachment #2. The agreement will provide funds for Zoo Biology and Management Training Courses as described in Attachment #3. Funding is from AID/Washington's Environmental Support Project (598-0780) as announced in State 088570 and letter from LAC/DR/E, Attachment #1. LAC/DR/E has requested ROCAP to negotiate and award the grant. The total amount of this agreement is \$49,100, cf. Illustrative Budget, Attachment #4.

14B. Address of Voucher Paying Office **CONTROLLER'S OFFICE  
ROCAP/Guatemala  
APO MIAMI 34024-3190**

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

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate NGO:JKelly PA:LSalazar PM:WSugrue RADO:RCurtis	Phone No. Date	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs. PRG:TMiller	Date <b>9/12/90</b>
c. PDO:PTueber RCO:JMAoy DDIR:RMJohnson	Date <b>9/12/90</b> Date <b>9/13/90</b>	D. Funds for the services requested are available CONT:GByllesby	Date <b>9/19/90</b>

16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

17. For the Agency for International Development  
Signature **Nadine Hogan** Date **9/21/90**  
Title **Nadine Hogan, Regional Director**

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

Reyes

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

19. Special Provisions

- A.  Language Requirements (specify) Spanish & English, S-3, R-3 (ESI)  
(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) Guatemala City
- 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) N/A  
(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 business set-aside  SBA 8(a) Program  neither.
- M.  Other (specify). N/A

20. Provisions for Logistic Support

A. Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain below in C. "Comments")	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER	N/A
	AID	COOPERATING COUNTRY	AID	COOPERATING COUNTRY		
(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
(12) Nightwatchman for Living Quarters					X	
(13)						
(14)						
(15)						

20. Provisions for Logistic Support (Continued)

B. Additional Facilities Available From Other Sources

N/A

Diplomatic pouch

PX

Commissary

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

C. Comments

N/A

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

A. Relationships and Responsibilities

WPTI will respond directly to RADO office

B. Cooperating Country Liaison Officials

Lorena Calvo, Regional Coordinator, WPTI

C. AID Liaison Officials

RENARM Project Manager, William Sugrue  
NGO Advisor, Joseph Kelly

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

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

A. Detailed budget estimate in support of increased funding (Block 12) Attachment #4

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) Attachment #3

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

F. Schedule, Attachment #2

G. Background Information, Attachment #1

UNCLASSIFIED

STATE 322720

ACTION AIE/1 INFO AME DCY POCAP ABAT/5

VZCZCGT0359  
PP FUERG  
IE RUEHC #2722 2512933  
ZNR UUUUU ZZF  
P 080923Z SEP 90  
FM SECSTATE WASHDC  
TO AMEMBASSY GUATEMALA PRIORITY 7225  
BT  
UNCLAS STATE 322720

10-SEP-90

TOP: 13:21  
CV: 27304  
CPCG: AID  
LIST: AIT  
ADD:

AIFAC ALSO FOR POCAP FOR JOE KELLY

E.C. 12356: N/A

TAGS:

SUBJECT: FY 1992 PROGRAM FUNDS BUDGET ALLOWANCE:  
REVISION NO. 7

REF: STATE 88578

1. BUDGET ALLOWANCE FOR IPC LDM497-25576-7312 HAS BEEN ESTABLISHED AT DCIS 49,100 FCP PROJECT 599-2720, ENVIRONMENTAL SUPPORT PROJECT. ADVISE OF BUDGET ALLOWANCE ORIGINAL FOLLOWS.

2. AS STATED IN REPTEL, THESE FUNDS ARE TO BE USED FOR ZOO POLICY AND MANAGEMENT TRAINING COURSE, WILDLIFE PRESERVATION TRUST INTERNATIONAL. KIMMITT

BT  
#2722

NNNN

UNCLASSIFIED

STATE 322720

ACTION
USAID FCP
RADO
INFO
PDO
DUE DATE
9/12/90
ACTION TAKEN
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USAID, GUATEMALA

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110/1 is circulating. Loop Agreement will be issued.  
9/11/90

ACTION AID/1 INFO AMT DCM FROM AID/1

VZCZC3T0419  
RR RUEBT  
DE RUEEC #9573 3791246  
ZNR UUUUJ ZZH  
R 231044Z MAR 90 ZHX  
FM SECSTATE WASHDC  
TO USAID MISSIONS IN LATIN AMERICA  
BT MCM NOT UPDATED  
UNCLAS STATE 029573

02-12-90

TCR: 17:31  
TV: 57647  
CHRG: AID  
DIST: AID  
ADD:

2453

AIDAC FOR MISSION ENVIRONMENTAL, NATURAL RESOURCE AND

E.O. 12356: N/A

TAGS:

SUBJECT: AVAILABILITY OF ENVIRONMENTAL SUPPORT PROJECT  
(598-0783) FUNDS FOR BIODIVERSITY PILOT PROJECTS IN FY  
92.

ACT	
USAID	
ORD	RADO
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PPSO	PDO
PRM	PRM
DUE DATE	
3/27/90	
ACTION TAKEN	
(See memo)	
N/A	
R.G. 3/10/90	

AGRICULTURAL DEVELOPMENT OFFICERS

1. THE CONSERVATION OF BIOLOGICAL DIVERSITY IS A PRINCIPAL CONCERN OF THE U.S. CONGRESS AND HAS BEEN GIVEN SPECIAL EMPHASIS IN THE FY 92 APPROPRIATIONS BILL AS WELL AS IN SECTION 119 OF THE FAA. OVER THE PAST TEN YEARS, THE LAC BUREAU'S DEVELOPMENT OF ENVIRONMENTAL MANAGEMENT SYSTEMS (DEMS) PROJECT (598-1675/597-1135) HAS FUNDED 15 BIODIVERSITY PILOT PROJECTS. IN FY 91, THE ENVIRONMENTAL SUPPORT PROJECT (ESP), WHICH IS THE FOLLOW-ON TO DEMS, WILL CONTINUE TO PROVIDE SEED MONEY FOR INNOVATIVE ACTIVITIES IN THIS AREA.

2. APPROXIMATELY USD 350,000 WILL BE AVAILABLE FOR 3-5 BIODIVERSITY PILOT PROJECTS IN FY 92. BIODIVERSITY PILOT PROJECTS WILL BE COMPETITIVELY SELECTED FROM PROPOSALS SUBMITTED BY NGOs TO THE APPROPRIATE USAID OFFICE. PROPOSALS WHICH ARE ENDORSED BY THE MISSION ARE

TO BE SUBMITTED TO THE LAC/DR/E OFFICE FOR VERIFICATION OF COMPLIANCE WITH PROJECT CRITERIA. LAC/DR/E WILL THEN CHAIR A LAC BUREAU COMMITTEE THAT WILL RANK THE PROPOSALS, AND RECOMMEND PROJECTS TO THE DIRECTOR OF LAC/DR FOR CONCURRENCE AND FINAL APPROVAL. UPON FINAL APPROVAL, BUDGET ALLOWANCES WILL BE TRANSMITTED TO THE USAID INVOLVED TO PERMIT FAST DISBURSEMENT OF PROJECT FUNDS TO THE LOCAL ORGANIZATION.

3. PROPOSALS WILL BE JUDGED ON THE BASIS OF A NUMBER OF ADMINISTRATIVE AND ECOLOGICAL CRITERIA. ADMINISTRATIVE CRITERIA INCLUDE: 1) CONFORMITY TO THE REQUIREMENTS OF FAA SECTION 119; 2) LEVEL OF HOST-COUNTRY AND/OR INDIGENOUS NGO INTEREST AND COOPERATION; 3) LEVEL OF MISSION CONCURRENCE AND INTEREST IN PROVIDING LOGISTICAL AND/OR OTHER SUPPORT TO THE PROJECT; 4) DEGREE TO WHICH THE PROJECT WILL UTILIZE EXISTING MECHANISMS AND INSTITUTIONAL RELATIONSHIPS TO INITIATE CONSERVATION ACTIVITIES; 5) MAXIMIZATION OF ADDITIONAL FUNDING

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SECURED THROUGH COUNTERPART CONTRIBUTIONS AND EFFECTIVE COST CONTROL; 6) WHETHER THE ACTIVITY RELATES TO THE ECONOMIC DEVELOPMENT OBJECTIVES OF THE COUNTRY AND WHETHER IT INCREASES PUBLIC AWARENESS AND UNDERSTANDING OF ENVIRONMENTAL CONSTRAINTS AND PROBLEMS; AND 7) FINANCIAL AND INSTITUTIONAL SUSTAINABILITY BEYOND THE PERIOD OVER WHICH THE FUNDS GRANTED ARE DISBURSED.

4. ECOLOGICAL GUIDELINES INCLUDE: 1) DEGREE OF HUMAN THREAT TO THE SPECIES AND HABITAT RICHNESS, AND THE INTRINSIC VULNERABILITY OF THE SPECIES IN THE AREA; 2) LEVEL OF SPECIES ENDEMICISM AND HABITAT RICHNESS WITHIN THE COUNTRY OR TARGET AREA; 3) IMPORTANCE OF THE HABITAT FOR MAINTAINING SPECIES DIVERSITY IN OTHER REGIONS; 4) IMPORTANCE OF THE NATURAL ECOSYSTEM(S) TO THE HUMAN NEEDS OF A GIVEN COUNTRY; AND 5) SUSTAINABILITY OF THE PROJECT. SOME CONSIDERATION WILL ALSO BE GIVEN TO THE DISTRIBUTION OF PILOT PROJECTS AMONG ECOSYSTEMS AND GEOGRAPHIC AREAS IN LATIN AMERICA AND THE CARIBBEAN.

5. PROPOSALS SHOULD BE SUBMITTED TO THE RELEVANT USAID TO ALLOW ENOUGH TIME FOR THE PROPOSALS TO BE ENDORSED BY THE MISSION AND FORWARDED TO LAC/DR/E BY MAY 1, 1991. FOR PROPOSALS THAT SPAN MORE THAN ONE LAC MISSION'S COUNTRY OR COUNTRIES OF RESPONSIBILITY, LAC/DR/E WILL SERVE AS THE RECIPIENT OF PROPOSALS, AND WILL REQUEST CONCURRENCE OF MISSIONS IN WHICH ACTIVITIES WILL TAKE PLACE. IF ANY OF THESE PROPOSALS ARE SELECTED BY THE COMMITTEE, LAC/DR/E WILL REQUEST THE AID/W CONTRACTS

OFFICE TO MAKE THE GRANT AND LAC/DR/E WILL MANAGE THE GRANT DIRECTLY.

6. AN IMPORTANT GOAL OF THE ESP PROJECT IS TO LEVERAGE A MAXIMUM AMOUNT OF FINANCIAL AND TECHNICAL SUPPORT FROM NGOS AND OTHER PUBLIC AND PRIVATE SECTOR COUNTERPART ENTITIES. FOR THIS REASON IT WILL BE A PRINCIPLE OF THE ESP PROJECT TO REQUIRE MATCHING COUNTERPART FUNDING FROM ALL GRANT RECIPIENTS, WITH NON-A.I.D. FUNDS MATCHING A.I.D. FUNDS AT A RATIO OF AT LEAST 1:1.

NOTWITHSTANDING THIS PRINCIPLE, THE PROJECT ALSO RECOGNIZES THAT 1:1 MATCHING MAY NOT ALWAYS BE POSSIBLE, ESPECIALLY WHEN DEALING WITH INDIGENOUS NGOS AND PVOS. THUS, THE PROJECT RETAINS THE FLEXIBILITY TO FUND, WHEN APPROPRIATE, ACTIVITIES WHICH ARE MATCHED ON A LESS THAN 1:1 BASIS.

7. MISSIONS SHOULD FORWARD ENDORSED PROPOSALS TO THE ATTENTION OF JOHN WILSON, LAC/DR/E, BY MAY 1, 1991.

EAGLEURCEP

BT

#8572

NNNN

0.30/ Anna

ORIGIN ROCP INFO AME LCM ECON AID/5

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 FP RUEHC  
 IE RUEHGT #5425 124 \*\*  
 ZNR UUUUU ZZH  
 P 042201Z MAY 90  
 FM AMEMBASSY GUATEMALA  
 TO SECSTATE WASHDC PRIORITY 0535  
 FT  
 UNCLAS GUATEMALA 05425

CLASS: UNCLASSIFIED  
 CHRG: ROCP 5/02/90  
 APPRV: ADIR:RCURTIS  
 DRFTD: RPM:FKLINE:4081A  
 CLEAR: PDO:PTUEBNER  
 SNR:JVAUGHN  
 EO:ANAKATSUMA  
 DISTR: ROCP  
 ORGIN: OCP

AIDAC

ROCAP

STATE FOR LAC/DR/E JOHN WILSON

E.O. 12356: N/A

SUBJECT: WPTI PROPOSAL FOR ESP SUPPORT TO ZOO TRAINING

REF: STATE 088570

1. REFTEL ANNOUNCED THE AVAILABILITY OF FUNDS FOR PILOT PROJECTS WHICH HELP CONSERVE BIODIVERSITY AND MEET OTHER CRITERIA OF THE ENVIRONMENTAL SUPPORT PROJECT (ESP) 598-0780. ROCAP AND USAID/G ENDORSE AND REQUEST ESP SUPPORT FOR A PROPOSAL FROM WILDLIFE PRESERVATION TRUST INTERNATIONAL (WPTI) FOR ZOO TRAINING IN CENTRAL AMERICA. TOTAL COST IS DOLS 1U7,500 OF WHICH DOLS 49,100 (46%) IS REQUESTED FROM AID (ESP) AND THE REMAINDER (54%) WILL BE COVERED BY COUNTERPART. PROPOSAL AND ROCAP COVER MEMO ARE BEING SENT BY FAX.

2. THE PROPOSAL FOCUSES ON THE IMPORTANCE OF IMPROVE MANAGEMENT OF THE REGION'S ZOOS AS EFFECTIVE VEHICLES FOR ENVIRONMENTAL EDUCATION AND AS KEY ACTORS IN THE PREVENTION OF EXTINCTION OF SPECIES THROUGH CAPTIVE BREEDING PROGRAMS. ROCAP, IN CONJUNCTION WITH USAID/GUATEMALA, IS WILLING TO ASSIST AID/W WITH LOGISTICAL SUPPORT AND COORDINATION IF REQUESTED. RENARM ENVISIONS A SERIES OF COMPLEMENTARY ACTIVITIES IN ENVIRONMENTAL EDUCATION AND NATURAL HISTORY INTERPRETATION WHICH WOULD INVOLVE THE ZOOS.

3. THE DEGREE OF THREAT TO SPECIES AND HABITAT IN THE CENTRAL AMERICAN REGION IS HIGH AND WELL DOCUMENTED. PROPOSED ACTIVITIES WOULD INCREASE PUBLIC AWARENESS OF ENVIRONMENTAL PROBLEMS AND POTENTIAL SOLUTIONS. GIVEN THE MODEST SUPPORT REQUESTED, THE DIVERSE LOCAL AND INTERNATIONAL GROUPS INVOLVED, AND THE FACT THAT THE PARTICIPATING ZOOS HAVE BEEN OPERATING INDEPENDENTLY FOR THE PAST 20-30 YEARS, INSTITUTIONAL AND FINANCIAL SUSTAINABILITY ARE NOT MAJOR CONCERNS. ROCAP HOPES THIS PROPOSAL WILL BE GIVEN CAREFUL CONSIDERATION. CURTIS ACTING. STROOCK  
 FT

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UNCLASSIFIED GUATEMALA 05425

118

AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON, D.C. 20623

August 9, 1990

Ms. Lorena Calvo  
ITC Regional Coordinator  
Wildlife Preservation Trust International  
Parque Zoologico Nacional "La Aurora"  
Zona 13, Guatemala City  
Guatemala, C.A.

Dear Ms. Calvo:

It is with considerable pleasure that I inform you that the A.I.D. ad hoc Biodiversity Selection committee has recommended funding for your proposal for the "Zoo Biology and Management Training Course."

Improved management of zoo's in Central America will do much to foster public support for conservation of the region's rich, yet threatened biological diversity. These zoos function as effective instruments for environmental education. They serve as repositories for endangered species, and as key agents for the prevention of species extinction through captive breeding programs. We are pleased to assist the strengthening of the region's zoos, believing they have a vital role in the critical, ongoing efforts to promote the stewardship and conservation of habitats and species throughout Central America.

The total award of \$49,100, which must be matched with \$58,400 by Wildlife Preservation Trust International (WPTI), will be handled as a grant from ROCAP/Guatemala to WPTI. Negotiation and award of this grant will be handled in the field and announced by ROCAP. To expedite award of the grant, and meet USAID contracting deadlines, you are urged to submit your proposal to ROCAP at your earliest possible convenience. Hopefully, the award will be made in early September.

We thank you for submitting such a high quality proposal and look forward to hearing about the progress of WPTI and the Parque Zoologico Nacional "La Aurora" on implementing this zoo management training course. If you have any questions, or need further information, please do not hesitate to contact me.

Very truly yours,



John O. Wilson, Ph.D.  
Deputy Environmental Officer  
Bureau for Latin America  
and the Caribbean

cc: W. Sugrue, ROCAP

SCHEDULE

A. Purpose of Agreement

1. The purpose of the Agreement is to provide financial support to the Wildlife Preservation Trust International for three courses in zoo biology and management training: Zoo Biology and Captive Breeding Management Training Course, Zoo Keepers Training Course and Master and Zoo Management Plan Workshop. Attachment # 3 provides detailed information (justification, objectives, methodology, course outline and budget) of each course.

B. Reporting Requirements

The Wildlife Preservation Trust International (WPTI) will submit on an annual basis workplans and corresponding course outlines for each academic year.

Progress reports are required after each course is completed. These reports are due within one month of the end of each course. They should be sent to the RENARM project manager, ROCAP, 2a. Calle 15-65, Zona 13. A final report will be submitted when all of the courses are completed in 1992.

C. Period of Agreement

The effective date of this Agreement is the date of the Agreement Cover Letter. The expiration date of this agreement is December 31, 1992.

D. Amount of Agreement

The total ROCAP contribution to this activity is \$49,100, cf. attached illustrative budget, attachment #4.



**WILDLIFE  
PRESERVATION  
TRUST**

International, Inc.

Parque Zoológico Nacional "La Aurora", zona 13. Guatemala Ciudad, C.A. Tel: 720507

Guatemala, 18 de agosto de 1990

**Founder & Honorary Chairman:**

Gerald M Durrell

**Honorary Chairman:**

Dr Thomas E Lovejoy

**President:**

C Emerson Duncan, II, Esq

**Vice President & Treasurer:**

H. Freeman Matthews, Jr.

**Secretary:**

Margaret K. Rockefeller

**Board of Directors:**

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Jack R Howard

Dr. Alison Jolly

G Palmer LeRoy

Dr Thomas E Lovejoy

Jeremy J C Mallinson

Peter Mangault

H Freeman Matthews, Jr

John P McBnde

Thomas J P McHenry, Esq

Antony M Merck, Esq

Dr Russell A Mittermeier

Robert M Ranner

Dr S Dillon Ripley

Margaret K Rockefeller

Manlyn L Steinbnght

Anne Kent Taylor

Fred F Thursfield

Dr Charles H. Watts, II

**Council:**

The Honorable Lindy Boggs

Mrs. Roy D Chapin

S.E. Freund

Warren J Iliff

Mrs. Seymour H Knox, III

Peter D Lederer, Esq

**Executive Director:**

William R. Konstant

**OFICIO**

**REF280/90**

**Sr. Joe Kelly**

**ROCAP**

**2a calle 15-65 z 13**

**Presente.**

**Estimado Joe:**

Adjunto a la presente una copia de la propuesta revisada para el donativo de \$49,100. 00 que se nos fue otorgado de parte de ROCAP.

Tal como platicáramos por teléfono, dos de los cinco cursos de entrenamiento que se proponen ya se han realizado por lo que las modificaciones a la propuesta son básicamente la impartición de los tres cursos restantes que deseamos realizar en 1991 y 1992.

Los presupuestos que adjunto, están detallados para cada uno de los cursos.

Esperando sus gratas noticias para poder definir el convenio, aprovecho la oportunidad para saludarle cordialmente,

Lorena Calvo  
ITC Regional Coordinator  
Central America.

ZOO BIOLOGY AND CAPTIVE BREEDING MANAGEMENT COURSE

**SUBMITTED BY:**

Wildlife Preservation Trust, Central America.

**CONTACT PERSON:** Lorena Calvo,  
WPTI, ITC Regional Coordinator  
Central America.  
Parque Zoológico La Aurora, zona 13 -  
Tel: 720507.

## INTRODUCTION

During a recent AMAZOO (Association of Mesoamerican Zoos) regional meeting the need for training in zoo biology and management was unanimously expressed. Major obstacles to achieving sustainable development were attributed to the lack of skills and experience in managing captive animals and in solving problems unique to zoological collections. Specific information on the status of animal collections, husbandry methods, record keeping, budgets and professional standards is not currently available for mesoamerican zoos. Technical assistance and support activities cannot be developed without this information.

The role of zoological parks as propagation centers of native wildlife is imperative and future directions for the technical support of captive breeding efforts must be addressed. Annually, zoos received hundreds of confiscated wildlife many of which are endangered species. These animals usually results in their eventual death because no efforts have been made to establish appropriate breeding programs for these animals.

## JUSTIFICATION

A considerable part of the zoo curators, veterinarians and biologist's duties compromise breeding and rearing problems. These have become significant since restocking of zoo animals cannot be accomplished by adding recently captured animals from the wild due to the decline in their native habitats

To be truly succesful captive propagation must be coordinated in and between zoos. Scientific management of a captive population requieres special knowledge which is why captive breeding programs must be strengthened. Most zoos in Central America do not have the staff expertise for the long range management of captive populations so training for those people is imperative.

### OBJECTIVES

The aim of this course is to improve the standard of animal management by providing participants with the knowledge and skills to work with zoo animals in a professional capacity.

The course is designed to enable the participant to:

- . Understand the need for the welfare and management of zoo animals.
- . Understand the special techniques applicable to zoo keeping.
- . To be able to work giving supervision and find solutions to technical problems which arise during her/his work.

### METHODOLOGY

The course will be designed for personnel responsible for specific technical activities: curators, biologists, zoo veterinarians, veterinary assistants.

The course would be given for two weeks in La Aurora Zoo in Guatemala and would include two representatives from major zoos in every country in the Mesoamerican region. It will

consists of daily lectures, demonstrations, quizzes and class exercises, as well as class projects.

The Zoo Biology and Captive Breeding Management Course will be conducted by people that has been giving similar training programs and has the experience, such as Dr. Chris Wemmer from the National Zoological Park's Conservation and Research center who has conducted the Zoo Biology and Animal Management Training program in different developed countries. They would coordinate and facilitate contacts with zoo professionals from the North American zoo community.

#### TENTATIVE COURSE CURRICULA

- 1 DAY . The purpose of Zoos
  - . The Collection plan
  - . Information flow (coordination between technical staff)
  
- 2 DAY . Animal record keeping
  - . Animal identification
  
- 3 DAY . Genetic management (Coordination between zoos in the Mesoamerican region)
  - . SSP, Studbooks
  - . Animal loans
  
- 4 DAY . Nutrition (diets design)

5 DAY . Animal capture and handling (tools of restraint  
and chemical restraint)

6 AND 7 DAYS WEEK END BREAK

8 DAY . Clinical Veterinary programs:

Quarentine

Parasite control (zoonoses)

Vaccination

Disposition of dead animals

9 DAY . Medical records

Animal Emergencies (Animal escape plan)

10 DAY . Research: Definitions and Principals.

The importance of publications

Ethograms and data collection.

11 DAY . The role of curators and veterinarians in the  
education and training of zoo personnel.

12 DAY . Zoo Associations

**ZOO BIOLOGY AND CAPTIVE BREEDING MANAGEMENT**

**TRAINING COURSE.**

Scheduled for: February 11-23, 1990 - Guatemala.

Target Audience: Personnel responsible for specific technical activities: Zoo curators, biologists, zoo veterinarians and zoo veterinary assistants.

**BUDGET**

<b>A. AIR TRANSPORTATION</b>	
US Instructors (5)	\$4,000.00
Mesoamerican zoo participants 2/zoo, 14 zoos in Central America	\$4,000.00
<b>B. ACCOMODATION/ HOTEL</b>	
Per diem for instructors (5) 15.00/ day, 13 days	\$975.00
Double room occupancy \$35.00/night 14 nights, 15 rooms	\$7,350.00
<b>C. GROUND TRANSPORTATION</b>	
1 van \$100.00/day, 13 days	\$1,300.00
Gas 200 milles, \$1.20 gal	\$225.00
<b>D. EXPENDABLE SUPPLIES</b>	
Translation into spanish training manual	\$1,000.00
Production of 35 manuals	\$200.00
Materials as paper, photocopies, pens, etc	\$200.00
<b>E. OTHER COSTS</b>	
Long distance telephone calls	\$300.00
DHL Courrier	\$230.00
<b>GRAND TOTAL</b>	<b>\$19,780.00</b>

**ZOO KEEPERS TRAINING COURSE**

**SUBMITTED BY:**

**WILDLIFE PRESERVATION TRUST**

**CONTACT PERSON:** Lorena Calvo  
WPTI, ITC Regional Coordinator,  
Central America.  
Parque Zoológico La Aurora z 13  
Tel: 720507.

## INTRODUCTION

The basic elements of the zoo consist of people and animals; the people element includes the visitors as well as the staff who create and maintain the zoo.

In Central America the position of zoo keeper is found of little recognition as a professional occupation. The job has the status of an unskilled labouring occupation. Today, many new demands have been placed on the keeper in the modern zoos: duties have become more complex and today the need for related pre-education or in service training seems to be essential to master these tasks.

Being an animal keeper requires more than the ability to clean an enclosure and feed its occupants. Today's zoo keeper has to have the opportunity to learn about an individual animal's habits and behavior and to notice any apparent changes. People who work in this profession are obviously dedicated to their work and are constantly striving to improve on animal care management techniques.

## JUSTIFICATION

Because of the popularity of zoological parks, such institutions have an unmatched opportunity and responsibility to educate visitors about the plight of rare, endangered, and threatened species and the critical need for conserving wildlife and its habitat. A special commitment is required on the part of those who serve the needs and provide the care to the institution's captive collections.

The need for better keepers become apparent when we see rising demand for breeding programs, conservation efforts, research support, public education, recreational needs and technological support.

### OBJECTIVES

The aim of this course is to improve the standard of animal management by providing participants with the knowledge and skills to work with zoo animals in a professional capacity.

In particular the course is designed to enable the participant to:

- . Understand the need for the welfare and management of zoo animals.
- . Understand the special techniques applicable to zoo keeping.
- . Be able to work under supervision and find solutions to technical problems which arise during her/his work.

### METHODOLOGY

The course is designed for personnel responsible for the daily care of the animal collection. Their preparation will include technical schooling or short lectures in basic biology, keeper practice, work schedules, cage sanitation, animal handling and food preparation, as well as information reporting.

The course would be given for six days in La Aurora Zoo in Guatemala and would include two representatives from major zoos in every country in the Mesoamerican region. It will consist of daily lectures, demonstrations, quizzes and class exercises.

The Zoo Keepers Training course will be conducted by people from zoos in United States or other countries in Latin America that has been giving similar training programs in their zoos or other countries, and has the experience.

### TENTATIVE COURSE CURRICULA

- 1 DAY**      **ORIENTATION**
- . The purpose of zoos
  - . The professional zoo keeper (qualifications, attitudes, and problems solving)
  - . The collection plan.
- ANIMAL MANAGEMENT I**
- . Animal record keeping
  - . Animal identification
  - . Observation techniques.
- 2 DAY**      **APPLIED BIOLOGY**
- . Taxonomy
  - . Evolution
  - . Amphibia and reptiles
  - . Birds
- 3 DAY**      . Mammals
- . Hand raising mammals and birds
  - . Rehabilitation
- 4 DAY**      **ANIMAL MANAGEMENT II**
- . Safety and security - Animal emergencies.
  - . Hygiene and pest control (zoonosis)
  - . Feeds and feeding (feeding considerations, food preparation)
- 5 DAY**      . Animal capture and handling (tools & restraint, chemical restraint)
- . Animal shipping
  - . Basic husbandry procedures and methods & facilities, equipment, tools its care and maintenance).
- 6 DAY**      **ANIMAL MANAGEMENT III**
- . Animal exhibition (goals, barrier types, exhibit types).
  - . Mixed species exhibits
  - . Exhibits enrichment.

ZOO KEEPERS TRAINING COURSE.

Scheduled for June 10-16, 1990 - Guatemala.

Target audience: Personnel responsible for the care and maintenance of the animals.  
Head keepers, zoo keepers.

BUDGET

<b>A. AIR TRANSPORTATION</b>	
2 U.S instructors	\$3,200.00
2 Latin American instructors	
Mesoamerican zoo participants, 2/zoo, 14 zoos in Central America	\$4,000.00
<b>B. INSTRUCTO"S HONORARIUMS</b>	
5 at \$250.00	\$1,250.00
<b>C. ACCOMODATION</b>	
Per diem for participants, \$15.00/day 6 days, 33 persons	\$2,970.00
Double room occupancy \$35.00/day 7 nights, 7 rooms	\$1715.00
<b>D. TRANSPORTATION</b>	
1 Van \$100.00/day, 6 days	\$600.00
Gas 200 milles \$1.20 gal	\$225.00
<b>E. EXPENDABLE SUPPLIES</b>	
Producing 35 manuals	\$200.00
Materials as paper, photocopies, pens, etc	\$200.00
<b>F. OTHER COSTS</b>	
Long distance telephone calls	\$200.00
DHL Courier	\$250.00
<b>GRAND TOTAL</b>	<b>\$14,810.00</b>

MESOAMERICAN MASTER AND ZOO MANAGEMENT PLAN WORKSHOP

SUBMITTED BY :

WILDLIFE PRESERVATION TRUST v

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## INTRODUCTION

The Municipal board, the Ministry of Agriculture or other governing agencies that administrates the zoological parks in the Mesoamerican region, shall effectively manage the institutions to provide recreation for the public and thereby carry out its purpose of education, research, and conservation in a manner that promotes public participation in its programs and leads to growth of awareness and involvement in improving the relationships between people and natural world.

A master plan for each of the Mesoamerican zoos is critical. It sets forth a plan for construction of exhibits and supporting facilities. It will be a guide for the zoo's operation over a specified and usually long period of time. A master plan is essential in every zoo, so that what is built today makes sense for tomorrow.

## OBJECTIVES

The objectives for the elaboration of the master plans are:

To give the fundamental direction to plan and develop specific resources in different areas at the zoos;

To give a fundamental guide through the plannification process that will help in the fuction and organization of the institutions.

## METHODOLOGY

The first step will be the creation of a team whose responsibility would be to develop the strategy plan for their zoo in each Mesoamerican country. To be effective, the team would include those who can contribute expertise in each of the major areas, including representatives from the animal collection, education and marketing staff. The target audience for this workshop will be administrators, directors, curators, architects, treasurer or accountants and education officer.

The workshop would be given for 6 days in Guatemala and would include three representatives from major zoos that are currently members of the Association of Mesoamerican Zoos (AMAZOO).

The participants will come to the workshop with some material already prepared previous requeriment from the consultants/instructors. They would be divided in groups integrated by people who work at the same zoo; and potential topics will be discussed in 30 minutes period time. Each activity would come with conclusions from the different groups to be presented to the whole class at the end of each session. The topics will be introduced to the participants by a previous lecture given by the instructor.

## TENTATIVE WORKSHOP CURRICULA

### 1 DAY PHASE I PLAN PREPARATION

1. Data gathering, historical events.
2. Inventory of the area (survey of all physical, social, economic and political resources)
3. Analysis of constraints and limitations (personnel, time, finances, facilities, materials)
4. Definition of the purpose of the institution (set goals).

- 2 DAY
5. Data on site evaluation (Division of the zoo into zones or areas. Assesment of climate, vegetation land forms, existing structures, other relevant constraint).
  6. Definition of boundaries in the zoo. Proposed layout (parking, traffic flow, patterns, transporatation service space, utilities, etc).

- 3 DAY
7. Analysis and evaluation of the plan (Timetable for phasing).

### 4 DAY PHASE II PUBLICATION AND DISTRIBUTION OF THE PLAN (To govenment institutions, conservation organizations, etc)

### PHASE III THE IMPLEMENTATION OF THE PLAN (market)

Evaluate process and results (Feedback and review of the plan.

### 5 AND 6 DAYS

Days designed for the participants to work in their master plans for their zoos . To do appointments with the consultants to talk about their specific master plans.

It is hoped that the participants would implement the master plans in their own zoos. The idea is that the participants would bring to their own contries the preliminary plan for their zoos.

MASTER AND ZOO MANAGEMENT PLAN WORKSHOP.

Scheduled for: The second week of february 1992.

Target audience: Administrators/directors, curators/  
veterinarians, tresurer/accountant, architechs, zoo  
educators.

BUDGET

<b>A. AIR TRANSPORTATION</b>	
2 US Zoo consultants	\$1,600.00
Mesoamerican zoo participants, 3/zoo	
14 zoos in Mesoamerica	\$6,000.00
<b>B. ACCOMODATION/ HOTEL</b>	
Per diem consultants (2)	
\$15.00/day, 6 days	\$180.00
Double room occupancy \$35.00/night	
7 nights, 22 rooms	\$5,390.00
<b>C. GROUND TRANSPORTATION:</b>	
1 van \$100.00/day, 6 days	\$600.00
Gas 100 milles	\$110.00
<b>D. EXPENDABLE SUPPLIES</b>	
(paper, photocopies, pens, maps, etc)	\$200.00
<b>E. OTHER COSTS</b>	
Long distance calls	\$200.00
DHL courier	\$230.00
<b>Grand Total</b>	<b>14,510.00</b>

## ILLUSTRATIVE BUDGET

## Course #1: Zoo Biology and Captive Breeding Management Training Course

Air transportation		
5 U.S. instructors	\$ 4,000.00	
26 Central American participants	\$ 4,000.00	
	<u>\$ 8,000.00</u>	\$ 8,000.00
Per Diem		
\$15/day, 13 days, instructors	\$ 975.00	\$ 975.00
Hotel		
15 rooms/14 nights at \$35	\$ 7,350.00	\$ 7,350.00
Ground transportation		
1 van/\$100 a day/13 days	\$ 1,300.00	
Gasoline	\$ 225.00	
	<u>\$ 1,525.00</u>	\$ 1,525.00
Supplies	\$ 1,400.00	\$ 1,400.00
Other Costs		
Telephone, fax, etc.	\$ 530.00	<u>\$ 530.00</u>
TOTAL		<u>\$19,780.00</u> =====

## ILLUSTRATIVE BUDGET

## Course #2: Zoo Keepers Training Course

Air Transportation		
4 U.S. and Latin American Instructors	\$ 3,200.00	
26 Central American participants	<u>\$ 4,000.00</u>	
	\$ 7,200.00	\$ 7,200.00
Honorariums		
5 at \$250.00	\$ 1,250.00	\$ 1,250.00
Per Diem		
\$15/day, 6 days, 33 persons	\$ 2,970.00	\$ 2,970.00
Hotel		
7 rooms/7 nights at \$35.00	\$ 1,715.00	\$ 1,715.00
Ground transportation		
1 van/\$100 a day/6 days	\$ 600.00	
Gasoline	<u>\$ 225.00</u>	
	\$ 825.00	\$ 825.00
Supplies		
	\$ 400.00	\$ 400.00
Other costs		
Telephone, fax, etc.	\$ 450.00	<u>\$ 450.00</u>
TOTAL		<u>\$14,810.00</u> =====

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## ILLUSTRATIVE BUDGET

## Course #3: Master and Zoo Management Plan Workshops

Air transportation		
2 U.S. consultants	\$ 1,600.00	
26 Central American participants	<u>\$ 6,000.00</u>	
	\$ 7,600.00	\$ 7,600.00
Per Diem		
\$15/day, 6 days, 2 consultants	\$ 180.00	\$ 180.00
Hotel		
22 rooms/7 nights at \$35.00	\$ 5,390.00	\$ 5,390.00
Ground Transportation		
1 van/\$100 a day/6 days	\$ 600.00	
Gasoline	<u>\$ 110.00</u>	
	\$ 710.00	\$ 710.00
Supplies	\$ 200.00	\$ 200.00
Other Costs		
Telephone, fax, etc.	\$ 430.00	<u>\$ 430.00</u>
TOTAL		\$14,510.00
GRAND TOTAL		<u>\$49,100.00</u>
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