

Proj. No. 6251809
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PD-AMB-834761

Grant No. 678-74-01
Project No. 625-11-550-809 21p.
Allotment No. 433-58-625-00-69-41
Appropriation No. 72-1141033

GRANT

BY THE

UNITED STATES OF AMERICA

ASSOCIATION INTERNATIONALE DE L'HOPITAL ALBERT SCHWEITZER A LAMBARENE

Pursuant to the authority contained in Section 33 of the Foreign Assistance Act of 1973, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.") hereby makes a grant of One Million Dollars (\$1,000,000) to the Association Internationale de l'Hopital Albert Schweitzer a Lambarene (hereinafter referred to as "Grantee") to be used solely for the benefit of the Albert Schweitzer Hospital located in Lambarene, Gabon, in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: (1) Procurement of Professional Services, (2) Procurement of Construction Services, (3) Procurement of Commodities, (4) Travel and Per Diem, (5) Disbursement Procedures, (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of this grant, and ending June 30, 1977.

Agency for International Development

By: *John M. Deane*

Title: *Ambassador*

Date: *19-3-74*

This grant is hereby accepted subject to the terms and conditions, and for the purposes set forth, in the appendices attached hereto.

Association Internationale de L'Hopital
Albert Schweitzer A Lambarene

By: *Therese Cassan*

Title: *Secrétaire*

Date: *19-3-74*

In Witness Whereof, the Government of the Gabonese Republic subscribes hereto:

Gabonese Republic

By: *Rawiri*

Title: *Ministre d'Etat* *RAWIRI Georges*

Date: *19-3-74*

APPENDIX A
SPECIAL PROVISIONS

ARTICLE I - PURPOSES OF THE GRANT

1. Under Section 33 of the Foreign Assistance Act of 1973 there is authorized to be appropriated for fiscal year 1974 \$1,000,000 for a grant to the Albert Schweitzer Hospital in Gabon. The Congress has appropriated \$1,000,000 to make such a grant as part of the Foreign Assistance and Related Programs Appropriation Act, 1974.

2. Grantee is an organization formed and existing under the laws of France. The purpose of the organization is to finance and manage the Albert Schweitzer Hospital in Lambarene, Gabon. The Albert Schweitzer Hospital furnishes medical assistance to citizens of Gabon and others on a philanthropic basis and without charge.

3. The Albert Schweitzer Hospital requires a new surgery, x-ray, and laboratory facility and a new hospital ward in order to expand and improve the medical services it presently renders and also requires assistance in meeting its operating costs. Grantee has requested assistance for constructing such facilities and for operating the Hospital. The Congress has appropriated \$1,000,000 for this purpose.

ARTICLE II - GRANT

Except as otherwise agreed upon by A.I.D. and the Grantee in writing, the funds included in this grant shall be expended for one or more of the following purposes:

1. Construction of a surgery, x-ray and laboratory, including all necessary services and materials, site development, utilities, fixed equipment, landscaping, contingencies, etc.
2. Construction of one or more hospital wards, including all necessary services and materials, site development, utilities, fixed equipment, landscaping, contingencies, etc.
3. Installations and interior equipment for the surgery, x-ray and laboratory.
4. Installations and interior equipment for one or more hospital wards.
5. Necessary travel and per diem related to implementation of this grant.
6. Procurement of architectural-engineering services, including necessary travel and per diem.
7. Operating costs for the Albert Schweitzer Hospital.

APPENDIX B

PROCUREMENT OF PROFESSIONAL SERVICES

A. Definition - Place of Procurement

Professional services refer to architectural-engineering, management, and other consultant services. Such services may be procured in the United States, Gabon, or from any individual or organization which has performed such services for Grantee prior to the date of this Contract. Further, Grantee may procure such services from any individual or organization outside the United States and Gabon notwithstanding that such individual or organization has not performed such services for Grantee prior to the date of this Contract if, in Grantee's reasonable opinion, such individual or organization is less expensive, more experienced in Gabon or with facilities of the type involved, or otherwise preferable to alternative sources in the United States or Gabon.

B. Method of Selection

1. Selection of Professional Services Firm

For procurement of services in the United States, Grantee shall obtain expressions of interest from various firms. For work estimated to cost over \$25,000, Grantee shall, as part of its effort to obtain expressions of interest, prepare a notice describing the project and services involved for submission to A.I.D. for publication in Commerce Business Daily of the United States Department of Commerce. For procurement of services in the country in which Grantee is located, Grantee shall obtain expression of interest and proposals from firms in accordance with local law and practice. Grantee shall enter into

a contract with the firm it determines to be best qualified.

2. Qualifications and Contract

Grantee shall submit to A.I.D. the names of the firms from whom Grantee obtained proposals and the reasons for selecting the firm chosen. Grantee shall also submit to A.I.D. one copy of any contract executed by Grantee for professional services.

3. Procurement of Previously Employed Firm or Individual

Grantee may select a firm which Grantee has previously employed for professional services or an individual person without following the selection procedure described in paragraph 1 above. A statement setting forth Grantee's reasons for selection of an individual or previously employed firm shall be submitted to A.I.D.

PROCUREMENT OF CONSTRUCTION SERVICES

A. General

Construction services shall be procured competitively, in a manner to ensure award of a contract to that qualified and responsive bidder offering the most attractive quotation in terms of quality, cost and time.

B. Place of Procurement

Construction services may be procured from a firm in either the United States or Gabon.

C. Method of Procurement

1. Selection of Firms to Bid

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

2. Qualification, Bidding and Contract

Grantee shall submit to A.I.D. promptly after the execution of any contract for construction services the names of the firms it considered qualified to bid, its Invitation for Bids, or Request for Proposals, if used, the names of the firms bidding submitting proposals, the reasons for selecting the firm chosen, and one copy of any contract executed by Grantee for construction services.

D. Marking Requirements

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

PROCUREMENT OF COMMODITIES

Paragraph A through G apply to procurement, financed herewith, of commodities and commodity-related services by the Grantee and any Grantee procurement agent.

A. Placement of Procurement

Commodities authorized for procurement and purchased with funds available pursuant to this grant shall be procured only in the United States or Gabon, except with respect to proprietary procurement authorized pursuant to Paragraph D hereof.

1. Procurement in the United States

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

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

2. Procurement in Gabon

Commodities procured in the country in which Grantee's institution is located

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

B. U.S. Carriers

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

C. Quotations and Bids

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

1. Obtaining quotations or bids, as appropriate, from as many alternative sources as may be feasible, and
2. Procurement at the lowest price except as considerations of quality and time may make another quotation preferable to Grantee.

Any decision by Grantee to procure a commodity at other than the lowest price offered shall be documented pursuant to a paragraph E below.

D. Proprietary Procurement

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

E. Notification to A.I.D.

Any decision by Grantee to procure a commodity (1) at other than the lowest price offered or (2) on a proprietary basis (except for spare parts and components for existing commodities) shall be supported by a statement setting forth the reason that such procurement was advisable. Statements substantiating the above kinds of action shall be included in Grantee's records and furnished to A.I.D. when the procurement is undertaken.

F. Marking Requirements

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

G. Procurement Documentation

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

TRAVEL EXPENSES AND PER DIEM

Any travel authorized and financed by this grant or undertaken pursuant to a Grantee contract shall be in accordance with the following requirements.

A. American and Foreign-Flag Carriers

Travel shall be performed on American-flag carriers except when this requirement will cause unreasonable delay, expense, or inconvenience. When an American flag carrier does not provide regularly scheduled service (service that operates at least three times weekly) between points of travel, a foreign-flag carrier may be used to the nearest practicable interchange point to connect with an American-flag carrier.

B. Mode of Travel, Interruption of Travel

Travel must be by less than first-class accommodations and the usually traveled route. Travel by a usually traveled route may be interrupted for the convenience of the traveler. However, any extra expense caused by such interruption may not be financed by the grant.

C. Rest Stops

Any scheduled flights in excess of 14 hours on a usually traveled route, including scheduled stopovers of less than 8 hours, may be interrupted for a rest period of not to exceed 24 hours. The point of interruption should be midway in the journey or as near to it as the schedule permits. Per diem and necessary miscellaneous expenses are authorized. Rest stops are not authorized when travel is interrupted for the convenience of the traveler.

D. Time Zone Dislocations

Travelers encountering a difference of five or more time zones from the place of departure or place of rest stop, may arrange arrival at their place of destination up to 24 hours before commencing business to permit a period adjustment.

E. Per Diem

Per diem is authorized to meet the traveler's daily expenses. Per diem includes charges for meals and lodging and other incidental expenses such as laundry and dry cleaning, fees and tips for waiters, porters, etc.

F. Per Diem Rates

The per diem rates for travel in foreign localities are those prescribed by the U.S. Government. Current information on per diem rates may be obtained from A.I.D., A.I.D. Missions overseas, American Embassies and Consulates. The maximum per diem rate for travel in the United States is \$25.00.

G. Computation of Per Diem Payment

While traveling, the maximum rate of per diem is (a) that of the destination point when travel is for less than 6 hours, (b) at the rate of \$6.00 when travel is for 6 hours or more. Stopovers of a duration longer than 6 hours (for business, rest stops, or waiting onward transportation) are covered by the rates applicable to the stopover point. For fractional parts of a day (at the beginning and end of travel or when travel is interrupted for each period of 6 hours) one-fourth the rate of a day is allowed for each period of 6 hours or fraction thereof. Local times should be used for all per diem computations. One extra day's per diem is allowed for the day lost in crossing the International Date Line from west to east and deducted for the day gained in crossing from east to west.

H. Miscellaneous Expenses

In addition to fare and per diem, various miscellaneous expenses may be charged as travel expenses. These include fees and costs in connection with issuance of passports and visas, inoculations, fees for traveler's checks, transfer, storage and checking of baggage, airport limousine and taxicab fares, excess baggage related to grant (but not personal) matters, transportation between place of business and place of lodging and business and telephone and telegraph messages related to grant matters.

Appendix B (5)
General Provisions

DISBURSEMENT PROCEDURES

Disbursement for Actual and Accrued Expenses

Except as otherwise provided herein or agreed upon by A.I.D. and the Grantee in writing, the disbursement of grant funds shall be in accordance with the following terms and procedures.

1. Method of Disbursement. Subject to the provisions hereinafter set forth, A.I.D. shall make an initial advance payment to the Grantee in an amount not less than \$200,000.
2. Request for Advance Payment. To request the initial advance payment, the Grantee will submit Voucher Form SF-1034 and 1034(a) to the Office of Financial Management, FM/RSD, A.I.D., Washington, D.C. 20525.
3. Special Bank Account. Until all advance payments made hereunder are liquidated, the initial advance and all other payments under the Grant shall be deposited by the Grantee in a Special Bank Account. An agreement shall be executed to effect this Special Bank Account in conformance with Section 1-30.414-1 of the Federal Procurement Regulations entitled "Form of Agreement for Special Bank Account." A separate account number shall be assigned by the Grantee for operations of this grant, and all receipts and disbursements shall be recorded thereunder by the Grantee's Fiscal Department in such manner that it will be possible to ascertain the balance in the advance payment account at any time. The records thereof shall be preserved and be subject to inspection and audit. None of the funds in the Special Bank Account shall be mingled with other funds of the Grantee prior to their withdrawal from the Special Bank Account as hereinafter provided.

Disbursement Procedures

4. Use of Funds. The funds in the Special Bank Account or Accounts may be withdrawn by the Grantee solely for the purpose of making payments for items of allowable cost as provided in this grant, or to reimburse the Grantee for such items of allowable cost or for such other purposes as the Grant Officer may approve in writing.

5. Replenishment and Liquidation. Following the initial advance payment, A.I.D. will reimburse the Grantee not more often than monthly in amounts equal to reported expenditures in order to replenish the advance funds on an imprest basis. Such replenishment shall be made upon submission, to the Office of Financial Management, FM/RSD, A.I.D. Washington, D.C. 20525, of a Voucher Form SF-1034 and 1034(a), each voucher identified by the appropriate A.I.D. Grant Number, properly executed, in the amount of dollar expenditures made during the period covered, which voucher form shall include a fiscal report in a form substantially as set forth below:

Grant No. _____ <u>Budget Category</u>	<u>Expenditures</u> <u>To Date</u>	<u>This Period</u>
1.	\$	\$
2.	\$	\$

The fiscal report shall include a certification signed by an authorized representative of the Grantee as follows:

"The undersigned hereby certifies: (1) that payment of the sum claimed under the voucher is proper and due under the terms of the grant; (2) that the information is correct and such detailed supporting information as A.I.D. may require will be furnished by the Grantee

promptly upon request.

BY _____
TITLE _____ NAME _____ "

Replenishment will be made until such time as total reimbursements plus the initial advance payment equal the total amount of this grant. Thereafter, vouchers for expenditures, which shall be marked "NO PAY" by the Grantee before submission, will not be reimbursed, but will be applied to liquidate the remaining advance.

6. Interest. Any interest earned on the funds made available under this grant, including this advance account, shall accrue to and be paid to the Agency for International Development.

7. Conversion of Dollars to Local Currency. Grantee is authorized to convert United States Dollars to local currency. Such conversions shall be made by, or under arrangements and at rates approved by, a United States Disbursing Officer at the A.I.D. Mission, American Embassy, or Consulate in Gabon.

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

9. Additional Documentation. A.I.D. may request the submission of additional documentation to that required above to support eligible expenditures charged to this grant by the Grantee.

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports

1. Quarterly Report of Grant Expenditures

Grantee shall submit to A.I.D. a quarterly Report of Grant Expenditures as illustrated in the attached format, Attachment A. The report shall also include a statement of the progress on construction and commodity procurement and shall apprise A.I.D. of any current or potential problems affecting the character and progress of the work and steps taken, or which are to be taken, to resolve them. Two copies of this report shall be submitted within 30 days following the end of each three-month period until the (1) expiration date of the grant, (2) expenditure of grant funds, or (3) termination of the grant, whichever is earliest.

2. Annual Institutional Report

Grantee shall for a period of five years from the date hereof, submit an Annual Institutional Report apprising A.I.D. of significant activities, accomplishments, problems, plans for the future, and the contribution this grant is making to Grantee's medical endeavors. Three copies of Grantee's report(s) shall be submitted within each 12-month period from the date of execution of this grant, at such time as is most relevant in terms of Grantee's fiscal year.

B. Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principles, covering financial details applicable to this grant. A.I.D. and the

Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by A.I.D.

C. Reimbursement to A.I.D.

The Grantee shall promptly repay to the Special Bank Account the full amount of any expenditures made by it from granted funds which A.I.D. shall determine to have been applied by the Grantee other than for eligible activities or otherwise expended in violation of any of the conditions of this grant.

D. Non-liability

A.I.D. disclaims all liability with respect to any claims for personal property, injury or damage arising out of or connected with activities supported by this grant.

E. Equal Opportunity

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

F. Covenant Against Contingent Fees

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

G. Officials Not to Benefit

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

H. Termination

A.I.D. may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has paid or become irrevocably obligated to pay in accordance with the provisions of this grant. Grantee shall refund to A.I.D. any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A.I.D. within ninety (90) days after the

Administrative and Other Provisions

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termination of this grant.

I. Notices

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

To A.I.D.

Bureau for Africa
Agency for International Development
Washington, D.C. 20523

To Grantee

Dr. Jacob Isler
Treasurer
Association Internationale de L'Hopital Albert Schweitzer a
Lambarene
Tennmoostrosse 117
C.H. 8044
Gockhauser, Switzerland

or such other address as either of the parties shall have designated by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

ATTACHMENT A

QUARTERLY REPORT OF GRANT EXPENDITURES*

Grant No. _____
Total Grant Amount _____
Report Period _____
(Month and Year)

DESCRIPTION	REPORTING MONTH	TOTAL GRANT EXPENDITURES (Cumulative)
1. Construction		
2. Equipment and Supplies		
3. Architectural and Engineering Services		
4. Other (salaries, allowances, travel, etc.)		
TOTAL		

*Two copies of this report shall be submitted within 30 days following the end of each three-month period until the (1) expiration date of the grant, or (2) expenditure of grant funds, whichever is ~~later~~