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U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
USAID/THAILAND

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37 Petchburi Soi 15
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August 10, 1990

Mr. Louis Mitchell
Executive Director
Private Agencies Collaborating Together, Inc. (PACT)
777 United Nations Plaza
New York, NY 10017

Dear Mr. Mitchell:

Subject: Grant No. 493-0342-G-SS-0128-00

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the United States Agency for International Development (hereinafter referred to as "USAID"), under the PVO Co-Financing II: Strengthening Participatory Institutions and Resources in Thailand Project, No. 493-0342, agrees to grant the Private Agencies Collaborating Together, Inc. (hereinafter refered to as "Grantee"), under the terms of this Agreement, the amount of U.S. $965,000 (Dollars nine hundred sixty five thousand) with an additional U.S. $643,055 (Dollars six hundred forty-three thousand fifty five) available if later funding is made available and added by amendment to provide support for a three-year project titled "Strengthening NGO Institutions, Building NGO Coalitions: An Environmental and Self-Sustaining Approach," as more fully described in Annex A, "Project Description," to this Grant and Annex D, the Grantee's proposal, dated August 7, 1990 and fax of 8/10/90.

This grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending August 9, 1993.

This Grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions as set forth in Annex A titled "Project Description", Annex B titled "Standard Provisions," and Annex F titled "Project Implementation Guidelines." In the event there is a discrepancy or disagreement between the Standard Provisions and the Project Description or Letter Grant Agreement, the Project Description and/or Letter Grant Agreement shall prevail.

Please sign the Statement of Assurance of Compliance enclosed herein (Annex E), and the original and two (2) duplicate originals of this letter to acknowledge your acceptance of the conditions under which these funds have been granted, retain one (1) duplicate original for your files, and return the remaining two (2) copies to USAID.

Sincerely yours,

Steven P. Mintz
Acting Director

Acknowledged:

Private Agencies Collaborating Together, Inc.

BY : Louis Mitchell

TITLE: CEO

DATE : August 21, 1990

Annexes:
A. Project Description
B. Standard Provisions OMB Control No. 0412-0510
C. Report Forms
D. Grant Proposal dated August 7, 1990 and fax of August 10, 1990.
E. Statement of Assurance of Compliance
F. Project Implementation Guidelines
G. Annual Implementation Plan Format

Fiscal Data

| | | | |
|---|---|---|---|
| | | ECN | : P900181 |
| Grant Amount | : $1,608,055 | RCN | : P900181 |
| Estimated Cost | : $2,144,085 | Appropriation | : 72-1101021 |
| Cost Sharing | : $ 536,030 | Allotment | : QDNA-90-27493-KG13 |
| | | Obligation | : $965,000 |

Funds Available : Amanda Kruvensen
O/FIN

PACT DUNS # 07-463-2001
LOC No. 72001484
TAX ID No. 13-2702768

Annex A

## Project Description

A. Purpose of Grant:

The purpose of this Grant is to enable the Grantee to undertake a three-year project to most effectively meet the goal stated below.

B. Project Goal:

The program goal is to build the capacity of a vital non-governmental non-profit sector in Thailand that can determine and articulate the interests of their consituencies and develop concrete problem solving efforts on their behalf for improving access to government programs and for influencing public and private sector programs and policies.
The program purpose is to build the strategic capacity and sustainable operations of NGOs in Thailand so they can better address salient issues affecting the economic productivity of the country and the well-being of its people.

C. Period of Grant:

1. The effective date of this Grant is August 10, 1990. The expiration date of this Grant is August 9, 1993

2. Funds obligated hereunder are available for program expenditures for the estimated period August 10, 1990 to August 9, 1992 as shown in the Grant budget below.

D. Amount of Grant and Payment

1. The total estimated amount of this grant for the period shown in C. 1. above is $1,608,055.

2. A.I.D. hereby obligates the amount of $965,000 for program expenditures during the period set forth in C. 2. above and as shown in the Financial Plan below.

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

4. Additional funds up to the total amount of the grant shown in D. 1. above may be obligated by A.I.D. subject to the availability of funds and to the requirements of the Standard Provision of the Grant, entitled "Revision of Financial Plans."

E. Implementation:

The project financed by this Grant and its manner of implementation are described in the Grantee's proposal dated August 7, 1990 (Annex D). The Grantee will prepare and submit to USAID by October 30, 1990, a First Year Implementation Plan linking activities outlined in the project timeline to projected costs. A format for this purpose is included as Annex G. Release of funds for subgrant activity is contingent upon approval by USAID of the Year One Implementation Plan. Implementation Plans for subsequent years will be due on October 30 of each year of the Grant.

F. Reporting:

1. The Grantee will prepare and submit two copies each of detailed progress reports in English to the Private Sector Initiatives Division, USAID/Thailand, 37 Soi 15, Petchburi Road, Bangkok 10400 and the U.S.A. Sub Division, the Department of Technical and Economic Cooperation (DTEC), 962 Krung Kasem Road, Bangkok 10100 from the date of the Grant and such reports will become due within 30 days following the 6th, 12th, 18th, 24th, 30th, and 36th month of the project. Reports will describe the progress and problems related to those project activities set forth in the project proposal, following the recommended reporting format (Annex C). The reporting of gender-segregated data on participants and beneficiaries of project activities is also required.

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

3. The grantee is required to submit to A.I.D. the following annual reports within the noted number of days after the close of each Grantee's fiscal year:

a. Annual audited financial statements (within 150 days).

b. Current operational year budget, detailing sources of income, administrative expenses and program costs, including unaudited financial statements for PACT/Thailand for the operational (fiscal) year just ended, and a budget versus actual expenditures report for the preceding operational (fiscal) year just ended (within 45 days).

4. Upon completion of the development of a financial control system by PACT's Financial Analyst, a copy should be sent to USAID/Thailand.

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

G. Evaluation:

An evaluation shall be conducted prior to the termination of the grant. The evaluation report will be due within sixty days following and 36th month of the project (the terminal date of the project). Such evaluation reports will be in sufficient detail, including gender-segregated data, that A.I.D. can judge the effectiveness of the project, the efficiency of implementation, and the impact of project activities.

H. Financial Plan:

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

1. The project budget is summarized as follows and is provided as part of Annex D.

| Source | USAID | | | NON-USAID |
|---|---|---|---|---|
| Cost Element | From 8/10/90 To 8/09/92 US $ | From 8/10/92 To 8/09/93 US $ | From 8/10/90 To 8/09/93 US $ | From 8/10/90 To 8/09/93 US $ |
| I. PERSONNEL SERVICES & OTHER RELATED COSTS | 151,944 | 97,518 | 249,462 | 0 |
| II. TRAVEL & TRANSPORTATION | 23,006 | 16,708 | 39,714 | 0 |
| III. HOME & LOCAL OFFICE SUPPORT | 48,095 | 27,637 | 75,732 | 0 |
| IV. SUB-GRANTS & SUB-CONTRACTS | | | | |
| A. LEAD AGENCY SUB-CONTRACTS | 161,151 | 125,849 | 287,000 | 176,030 |
| B. LOCAL CONSULTANTS SUBCONTRACTS | 106,192 | 65,808 | 172,000 | 88,000 |
| C. TRAVEL FELLOWSHIPS | 73,068 | 42,192 | 115,260 | 30,000 |
| D. PROGRAM GRANTS | 214,247 | 140,753 | 355,000 | 240,000 |
| V. EVALUATION AUDIT | 8,384 | 7,366 | 15,750 | 2,000 |
| TOTAL DIRECT COSTS | 786,087 | 523,831 | 1,309,918 | 536,030 |
| VI. INDIRECT COSTS @22.76% | 178,913 | 119,224 | 298,137 | 0 |
| TOTAL COSTS | 965,000 | 643,055 | 1,608,055 | 536,030 |
| Cost Shares | | | 75% | 25% |

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2. The amount of U.S. $1,608,055 represents the total contribution of USAID for this project. PACT will provide from other sources a minimum of 25% of the total amount to the project.

3. It is understood that the Grantee may make adjustments among line items I-V in budget H.1 up to 15% of the amount of any line item in the budget summary (except indirect costs) provided, however, the total amount of the Grant may not be exceeded.

I. Audit:

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

J. Overhead (Indirect Cost) Rate:

Pending establishment of final overhead rates for the period beginning July 1, 1988 payment of indirect cost shall be on a provisional basis, applicable to the base, and for the period specified below:

| Rate | Based Applies to | Period |
|---|---|---|
| 22.76% | Total Direct Costs Excluding Apple-in-Kind Grant, and Small Enterprise Development | From July 1, 1989, until amended. |

K. Special Provisions:

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

1. Payment - Periodic Advance (November 1985)
3. Payment - Cost Reimbursement (November 1985)
5. Ocean Shipment of Goods (May 1986)
10. Patent Rights (November 1985)
12. Negotiated Indirect Cost Rates - Predetermined (May 1986)
15. Participant Training (May 1986)
16. Voluntary Population Planning (August 1986)

17. Protection of the Individual as a Research Subject (November 1985)
18. Care of Laboratory Animals (November 1985)
19. Government Furnished Excess Personal Property (November 1985)
21. Title to and Care of Property (U.S. Government Title) (November 1985)

Procurement of goods and services under this grant must be in accord with Standard Provision 7, "A.I.D. Eligibility Rules of Goods and Services (November 1985)."

L. Authorized Geographic Code

The authorized geographic code for procurement of goods and services under this grant agreement are the U.S. and Thailand.