

AMENDMENT/MODIFICATION NO. 8a
 2. EFFECTIVE DATE Blk. 19
 3. REQUISITION/PURCHASE REQUEST NO. Audit Report 82-45
 4. PROJECT NO. (If applicable) PD FAIB-059
 ISSUED BY OTR Branch CODE
 Central Operations Division
 Office of Contract Management
 Agency for International Development
 Washington, D. C. 20523
 6. Technical Office: DS/H
 CODE AH
 JAN 18 1983

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE
 Cooperative Housing Foundation
 Foundation for Cooperative Housing
 2501 M Street, N. W. - Suite 450
 Washington, D. C. 20037
 (Street, city, county, state, and ZIP Code)

8. AMENDMENT OF SOLICITATION NO. _____
 DATED _____ (See block 9)
 MODIFICATION OF CONTRACT/ORDER NO. AID/OTR-G-1447
 DATED 2/9/76 (See block 11)

ORIGINAL

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.
 Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
 (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)
 72-11X1027 427-32-099-00-76-61
 72-11X1026 427-32-099-00-76-71

ORIGINAL

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
 (a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.
 (b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
 (c) This Supplemental Agreement is entered into pursuant to authority of The FAA of 1961, as amended, and E.O.'s 11223 and 12163
 It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION
 The purpose of this amendment is to establish total final costs of Grant No. AID/OTR-G-1447, and to close out the grant. As a result of resolutions of audit report - 0-000-82-45, the total final amount of the Grant is established at \$598,605. The amount of \$1,395.00 is hereby deobligated.

Amount Previously Obligated	\$600,000
Deobligated by This Amendment	1,395
Final Grant Costs	<u>\$598,605</u>

NOTED *[Signature]*
 SER/PM/CSD
 DATE 1/14/83

ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN original and 6 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR BY Richard Owens
 (Signature of person authorized to sign)

17. UNITED STATES OF AMERICA BY [Signature]
 (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) Richard T. Owens
Vice President

16. DATE SIGNED 7 Jan 83

18. NAME OF CONTRACTING OFFICER (Type or print) L. E. STANFIELD

19. DATE SIGNED 1/10/83

Due to some contracts having sufficient obligated funds, additional monies will not have to be obligated. Other contracts are over funded and deobligation amendments will be issued. Still others are pending final audits.

As a result of agreements reached in resolution of audit issues, the following contractual actions will ensue:

AID-267-78	- established final cost (mission complete)
AID-608-80-G-001	- established final cost (mission complete)
AID-690-0089	- established final cost (mission complete)
AID-690-0092	- established final cost (mission complete)
AID/LA-C-1255	- Amendment to add \$5,180 and close out
AID/OTR-C-1296	- Amendment to add \$54,772 and close out
AID/OTR-G-1447	- Deobligate \$1,395 and close out
AID/OTR-C-1529	- Deobligate \$1,571 and close out
AID/OTR-G-1583	- No action pending final audit
AID/OTR-C-1621	- No action pending final audit
AID/OTR-C-1738	- No action pending final audit
AID/CSD-3396 TO 6	- Deobligate \$3,322 and close out
AID/CSD-3396 TO 4	- Deobligate \$2,911 and close out

MEMORANDUM

Date: May 5, 1982

TO : Distribution

FROM : CM/SOD, Donald Dickie *red.*

SUBJECT: Grant No. AID/OTR-G-1447 between A.I.D.
and Cooperative Housing Foundation

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 26, 1982. This Agreement is also Amendment No. 8 to the subject grant.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis
CM/SD/SUP, Mrs. Sarah Lewis
SER/FM/PAD, Mr. P. Amos
AAG/W, Mr. A. LeBlanc (2 copies)

Contracting Officer, CM/COD/OTR, L. Stanfield

Project Manager, DS/H, P. Gary

USAID/_____

STAT Section

MAY 6 1982

ENTERED

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date April 26, 1982

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: RIG/A/W Audit Report No. 82-45 dated February 22, 1982.

CONTRACTOR: Cooperative Housing Foundation
 or
 2501 M Street, N.W.
 GRANTEE: Washington, DC 20037

PART I - NEGOTIATED INDIRECT COST RATES (%)

<u>Type</u>	<u>Effective Period</u>		<u>Overhead Rates</u>	
	<u>From</u>	<u>Through</u>	<u>Home Office</u>	<u>Field Office</u>
Final	10-1-77	9-30-78	75.24	
Final	10-1-78	9-30-79	87.95	
Final	10-1-79	3-31-80	93.62	80.20
Final	4-1-80	9-30-80	88.23	66.78
Provisional	10-1-80	9-30-81	92.68	63.25
Provisional	10-1-81	Until amended	95.00	65.00

Base of Application

Direct salaries and wages.

Best Available Copy

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor; (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (3) that similar types of costs have been accorded consistent treatment; and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

PART III - SPECIAL TERMS AND CONDITIONS

Pursuant to § 7-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect costs rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change a monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
AID/OTR-C-1296	28	912-1589
AID/OTR-G-1447	8	932-0065
AID/OTR-C-1529	9	912-0053
AID/OTR-G-1583	11	912-0006
AID/OTR-C-1621	7	912-1589
AID/OTR-C-1738	21	912-0007
AID/LA-C-1255	4	527-90006
AID/CSD-3396	9	
PDC-0207-G-SS-1028	5	938-0207

Best Available Copy

ACCEPTED:

BY James E. Vanghel

James E. Vanghel
Printed or Typed Name

Controller

Title

April 29, 1982

Date

Donald B. Dickie

Donald B. Dickie

CONTRACTING OFFICER
Overhead and Special Costs Branch
Services Operations Division
Office of Contract Management
Agency for International Development

dd

DISTRIBUTION:

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AFR

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CM/COD

AN

PE

CM/SOD

x PDC

OTHER

x AAG/W

x CM/SD/SUP

x

x

PRE/H

LAC/DR

PDC/DR

STAT 100-100

APR 10 1981

ENTERED

MEMORANDUM

Date: March 31, 1981

TO : Distribution

FROM : CM/SOD, Donald Dickie ^{NOB.}

SUBJECT: Grant No. AID/OTR-G-1447 between A.I.D.
and Foundation for Cooperative Housing

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated March 24, 1981. This Agreement is also Amendment No. 7 to the subject grant.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis
CM/SD/SUP, Mrs. Sarah Lewis
SER/FM/PAD, Mr. P. Amos
AAG/W, Mr. A. LeBlanc (2 copies)

Contracting Officer, CM/ COD/OTR, L.E. Stanfield

Project Manager, DS/H, P Gary

USAID/ _____

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date March 24, 1981

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: AAG/W Audit Report No. 80-48 dated April 14, 1980

CONTRACTOR: Foundation for Cooperative Housing
or
2501 M Street, N.W.
GRANTEE: Washington, D.C. 20037

PART I - NEGOTIATED INDIRECT COST RATES (%)

Type	From	Effective Period		Overhead Rates	
		Through	Home Office	Field Office	
Final	10-1-76	9-30-77	61.00		
Provisional	10-1-77	9-30-78	70.00		
Provisional	10-1-78	9-30-79	85.00		
Provisional	10-1-79	Until amended	76.69	60.60	

Base of Application

Direct salaries and wages

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor; (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (3) that similar types of costs have been accorded consistent treatment; and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

PART III - SPECIAL TERMS AND CONDITIONS

Pursuant to § 7-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant Number</u>	<u>Amendment Number</u>	<u>Project Number</u>
AID/OTR-G-1583	6	912-0006
AID/OTR-C-1738	11	912-0007
AID/OTR-C-1621	5	912-1589
AID/OTR-G-1447	7	932-0065
AID/OTR-C-1529	8	912-0053
AID/OTR-C-1296	26	912-1589
AID/LA-C-1255	3	
AID/csd-3396	8	

ACCEPTED:

BY James E. Vanghel
 James E. Vanghel
 Printed or Typed Name
 Controller
 Title

Donald B. Dickie
 Donald B. Dickie

CONTRACTING OFFICER
 Overhead and Special Costs Branch
 Services Operations Division
 Office of Contract Management
 Agency for International Development

dd

Date

DISTRIBUTION:

- | | | | |
|---------------|---------------|---------------|--------------|
| <u>CM/ROD</u> | <u>CM/COD</u> | <u>CM/SOD</u> | <u>OTHER</u> |
| AFR | AN | PDC | x AAG/W |
| NE | PE | | x CM/SD/SUP |
| x LA | x OTR | | x DS/H |
| ASIA | | | x LAC/DR |
| | | | x FM/PAD |

1. Amendment No. 6	2. Effective Date June 30, 1979	3. Grant No. AID/otr-G-1447	4. Effective Date February 9, 1979
5. GRANTEE (Name and Address) FCH International Programs Foundation for Cooperative Housing 2101 L Street, N. W. Washington, D. C. 20037		6. Administered by - OTR Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D. C. 20523	
7. PIO/T No. 932-0065-73-3289214 A.2 Appropriation No. 72-11811021.6 Allotment Symbol - 846-32-099-00-76-93		8. Previous PIO/Ts - 932-13-950-065-73-3269223 932-13-950-065-73-3279219 932-0065-73-3289214	

9. The above numbered Grant is hereby modified as follows:

1. COVER PAGE

Best Available Copy

2nd paragraph - Delete the date "June 30, 1979" and insert "September 30, 1979" in lieu thereof.

2. This amendment extends the grant three months with no change in scope or budget.

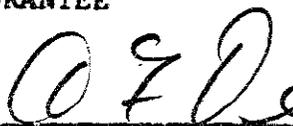
ORIGINAL

ORIGINAL

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended. Except as here provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 1 original and six copies to issuing office.

12. GRANTEE

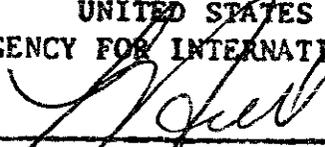
By: 

C.F. Dean
(Name typed or printed)

Title Director, International Programs

Date June 25, 1979

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: 

L. E. Stanfield
(Name typed or printed)

Title Grant Officer

Date 6/27/79

1. Amendment No. 5	2. Effective Date January 31, 1979	3. Grant No. AID/otr-G-1447	4. Effective Date February 9, 1976
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5. GRANTEE (Name and Address) FCH International Programs Foundation for Cooperative Housing 2101 L Street, N. W. Washington, D. C. 20037	6. Administered by - OTR Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D. C. 20523
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7. PIO/T No. 932-0065-73-3289214 A.1 Appropriation No. 72-11811021.6 Allotment Symbol - 846-32-099-00-76-81	8. Previous PIO/Ts - 932-13-950-065-73-3269223 932-13-950-065-73-3279219 932-0065-73-3289214
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9. The above numbered Grant is hereby modified as follows:
- COVER PAGE
2nd paragraph - Delete the date "January 31, 1979" and insert "June 30, 1979" in lieu thereof. Delete the last sentence of the paragraph.
 - This amendment extends the grant five months with no change in scope or budget.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended. Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. original and six
Grantee is required to sign this document and return 1 copies to issuing office.

12. GRANTEE
By: [Signature]
Winslow Carlton
(Name typed or printed)
Title Chairman of the Board
Date 9-29-78

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
By: [Signature]
L. E. Stanfield
(Name typed or printed)
Title Grant Officer
Date 9-29-78

JAN 17 1978

Program Acctg. Division

MODIFICATION OF GRANT

ORIGINAL

OFFICE OF FINANCIAL MANAGEMENT

1. Amendment No. 4	2. Effective Date February 1, 1978	3. Grant No. AID/otr-G-1447	4. Effective Date February 9, 1976
5. GRANTEE (Name and Address) FCH International Programs Foundation for Cooperative Housing 1001 15th Street, NW Washington, DC 20005		6. Administered by - OTR Branch Central Operations Division Office of Contract Management Agency for International Development Washington, DC 20523	
7. PIO/T No. 932-0065-73-3289214 Appropriation No. 72-11811021.6 Allotment Symbol - 846-32-099-00-76-81		8. Previous PIO/Ts - 932-13-950-065-73-3269223 932-13-950-065-73-3279219	

9. The above numbered Grant is hereby modified as follows:

1. COVER PAGE

A. 1st paragraph - Delete the sum "Four Hundred Thousand Dollars (\$400,000)" and insert "Six Hundred Thousand Dollars (\$600,000)" in lieu thereof.

B. 2nd paragraph - Delete the date "January 31, 1978" and insert "January 31, 1979" in lieu thereof. Delete the last sentence of the paragraph.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended. Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 1 original & 4 copies to issuing office.

12. GRANTEE
By: [Signature]
Winslow Carlton
(Name typed or printed)

Title Chairman of the Board

Date JAN 25 1978

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
By: [Signature]
L. E. Stanfield
(Name typed or printed)

Title Grant Officer

Date JAN 18 1978

2. ATTACHMENT A

A. Paragraph F. Budget Estimate - Delete the sentence "There is presently obligated \$400,000; subject to the availability of funds, additional monies may be granted to FCH." and insert "There is presently obligated \$600,000."

ORIGINAL

TO : Distribution

FROM : CM/SOD, ^{RAM} Donald B. Dickie

SUBJECT: Grant No. AID/otr-G-1447 between A.I.D.
and FCH Services, Inc.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated September 2, 1977. This Agreement is also Amendment No. 3 to the subject Grant.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. G. Booker
CM/SD/SUP, Mrs. E. Amis
CM/SD/SUP, Mr. G. Nell
SER/FM, Mr. W. McKeel
AG/AUD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ COD/OTR, Mr. L. E. Stanfield

Project Manager, SER/H, Mr. F. Diamond

USAID/ _____

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: September 2, 1977

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: AID AAG/W Audit Report 77-181 rated August 19, 1977

INSTITUTION: FCH Services Inc.
or
OTHER 2101 L. Street N.W.
Washington, D.C. 20037

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Overhead Rate
	From	Thru	
Final	10-1-75	9-30-76	59.94
Provisional	10-1-76	Until Amended	60.00

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

Base of Application:

Salaries and wages

Best Available Copy

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7-3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/otr-c-1296	13	912-13-890-467-73
AID/otr-G-1447 (Grant)	3	932-13-950-065-73
AID/otr-c-1529	2	1278000
AID/CSG-3396	6	598-099-1-6540068

ACCEPTED:

BY James E. Vanghel
 James E. Vanghel

PRINTED OR TYPED NAME

Acting Treasurer

TITLE
 September 6, 1977

DATE

William H. Dunphy
 William H. Dunphy

CONTRACTING OFFICER
 Overhead and Special Costs Branch
 Special Operations Division
 Office of Contract Management
 Agency for International Development

DISTRIBUTION:	<u>CM/ROD</u>	<u>CM/COD</u>	<u>OTHER</u>
	AFR	TAB	X AG/AUD
	NE	PHA	X CM/SD/SUP
	LA	X OTR	X SER/FM/ PAD
	ASIA	ITA	X SER/H

WHD

FROM : ^{Absh.} CM/SOD, Donald B. Dickie

Mrs. Booker

SUBJECT: Grant No. AID/otr-G-1447 between A.I.D.
and FCH Services, Inc.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated March 22, 1977. This Agreement is also Amendment No. 2 to the subject Grant.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. G. Booker

CM/SD/SUP, Mrs. E. Anis

CM/SD/SUP, Mr. G. Nell

SER/FH, Mr. W. McKeel

AG/AUD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/OD/OTB Mr. L. E. Stanfield

Project Manager, SER/H, Mr. E. Diamond

USAID/_____

Best Available Document

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: March 22, 1977

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: Negotiation Conference of March 15, 1977.

INSTITUTION: FCH Services, Inc.
or 2101 L Street, N.W.
OTHER Washington, D.C. 20037

PART I - NEGOTIATED INDIRECT COST RATES (%):

<u>Type</u>	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>Rate</u>	<u>Designation</u>
Final	10-1-73	9-30-74	60.77	Overhead
Final	10-1-74	9-30-75	67.11	Overhead
Provisional	10-1-75	Until Amended	67.11	Overhead

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligation of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

Base of Application:

Direct salaries and wages.

Best Available Copy

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7-3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/otr-C-1296	11	912-13-890-467-73
AID/otr-C-1447 (Grant)	2	932-13-950-065-73
AID/otr-C-1529	1	1278000
AID/csd-3396	5	598-099-1-6540068

ACCEPTED:

BY

Richard A. Sukkar

RICHARD A. SUKKAR

PRINTED OR TYPED NAME

VICE PRESIDENT - TREASURER

3/24/77

DATE

Donald B. Dickie

Donald B. Dickie

CONTRACTING OFFICER

Overhead and Special Costs Branch

Special Operations Division

Office of Contract Management

Agency for International Development

DISTRIBUTION:

CM/ROD

CM/COD

OTHER

AFR

TAB

X

AG/AUD

NE

PHA

X

CM/SD/SUP

LA

X

OTR

X

SER/FM/CSD

ASIA

ITA

X

SER/H

1. Amendment No. 1	2. Effective Date February 1, 1977	3. Grant No. AID/otr-G-1447	4. Effective Date February 9, 1976
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5. GRANTEE (Name and Address) FCH International Programs Foundation for Cooperative Housing 1001 15th Street, N.W. Washington, D.C. 20005	6. Administered by - OTR Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523
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7. PIO/T No. 932-13-950-065-73-3279219 Appropriation No. 72-11X1026 Allotment Symbol - 426-32-099-00-76-71	8. Previous PIO/Ts - 932-13-950-065-73-3269223
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9. The above numbered Grant is hereby modified as follows:

1. COVER PAGE

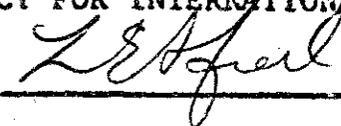
A. 1st paragraph - Delete the sum "Two Hundred Thousand Dollars (\$200,000)" and insert "Four Hundred Thousand Dollars (\$400,000)" in lieu thereof.

B. 2nd paragraph - Delete the date "January 31, 1977" and insert "January 31, 1978" in lieu thereof.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as here provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 5 copies to issuing office.

12. GRANTEE
By: 
Winslow Carlton
(Name typed or printed)
Title Chairman of the Board
Date January 25, 1977

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
By: 
L. E. Stanfield
(Name typed or printed)
Title Grant Officer
Date JAN 12 1977

2. ATTACHMENT A

A. Paragraph F. Budget Estimate - Delete the phrase "There is presently obligated \$200,000;" and insert "There is presently obligated \$400,000;" in lieu thereof.

B. Item G. Reports, 1st paragraph - Delete the paragraph in its entirety and insert the following in lieu thereof:

"The one year first stage shall cover project planning and design. The second stage consisting of the second and third years shall cover project implementation and administration. The Grantee shall furnish AID with quarterly progress reports and a year-end report, in 20 copies, summarizing the activities during the year and proposing a detailed outline of activities anticipated during the remainder of the term of the grant. Project design reports shall be submitted as required."

3. STANDARD PROVISIONS

A. Clause q. Negotiated Overhead Rates (Oct. 1974) - Delete the date "January 31, 1977" and insert "January 31, 1978" in lieu thereof.

B. Insert the attached clause, Limitation of Funds (June 1973), as Clause w.

Limitation of Funds (June 1973)

(1) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in the Schedule*, and the Grantee agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this grant within such estimated cost.

(2) The amount presently available for payment and allotted to this Grant, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to perform or have performed work on this Grant up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Grant approximates but does not exceed the total amount actually allotted to the Grant.

(3) If at any time the Grantee has reason to believe that the costs which he expects to incur in the performance of this Grant in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then allotted to the Grant, the Grantee shall notify the Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Sixty days prior to the end of the period specified in the Schedule the Grantee will advise the Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the provisions of the "Termination" clause on such date. If the Grantee, in the exercise of his reasonable judgment, estimates that the funds available will allow him to continue to discharge its obligations hereunder for a period extending beyond such date, he shall specify the later date in his request and the Grant Officer, in his discretion, may terminate this Grant on that later date.

(4) Except as required by other provisions of this Grant specifically citing and stated to be an exception from this clause, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount from time to time allotted to the Grant, and the Grantee shall not be obligated to continue performance under the

*Schedule shall mean Attachment A to this Grant.

Grant (including actions under the "Termination" clause) or otherwise to incur costs in excess of the amount allotted to the Grant, unless and until the Grant Officer has notified the Grantee in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to the Grant. To the extent the amount allotted exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication, or representation in any other form or from any person other than the Grant Officer shall affect the amount allotted to this Grant. In the absence of the specified notice, the Government shall not be obligated to reimburse the Grantee for any costs in excess of the total amount then allotted to the Grant, whether those excess costs were incurred during the course of the Grant or as a result of termination. When and to the extent that the amount allotted to the Grant had been increased, any costs incurred by the Grantee in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted; unless the Grant Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(5) Nothing in this clause shall affect the right of the Government to terminate this Grant. In the event this Grant is terminated, the Government and the Grantee shall negotiate an equitable distribution of all property produced or purchased under the Grant based upon the share of cost incurred by each.

which have been agreed to by your organization.

Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this grant to my office. Please return all copies stamped "Funds Available".

Sincerely yours,



L. E. Stanfield
Grant Officer
Chief, OVR Branch
Central Operations Division
Office of Contract Management

ATTACHMENTS:

- A. Program Description
- B. Standard Provisions
- C. Payment Provision

ACCEPTED:

FOUNDATION FOR COOPERATIVE HOUSING

BY 

TYPED NAME Winslow Carlton

TITLE Chairman of the Board

DATE February 20, 1976

PROGRAM DESCRIPTIONA. Statement of Goal:1. Goal

The goal of the program is to assist LDC governments develop continuing programs to provide shelter for the poorest majority in developing countries through LDC housing policy shifts from paternalistic, subsidized low income housing programs to self-help shelter programs utilizing minimal or no subsidies. This goal will be achieved by:

- a. Demonstrating that shelter can be afforded by low income families without the necessity for large subsidies.
- b. Strengthening local housing and cooperative organizations enabling them to implement this type of project on a continuing basis.
- c. Provision of long term mortgage financing to homeowners from local housing finance institutions.

2. Measures of Goal Achievement

- a. Three projects should be underway in the second year of the grant program providing improved shelter for approximately 1000 to 2000 low income families.
- b. Establishment of multi-service community organizations within the projects to provide community services (identified by the residents) to help in such areas as access to credit, job availability, health services, family planning and better nutrition.

- c. After completion of successful projects; local policy changes should occur which reflect increased awareness of the methods available to finance and implement non-subsidized lower income shelter programs.

3. Means of Verification

AID reports and inspection.

FCH reports.

Reports from local organizations sponsoring projects.

4. Assumption About Goal Achievement

- a. -Pocr people in developing countries have a strong desire to improve their shelter and general wellbeing and are willing to work toward this goal.
-That low income families can afford non-subsidized housing if building standards are reduced and long term financing is available
-That long term mortgage financing will be made available from international or local sources.
- b. That other U.S. and local cooperative organizations will provide inputs of technical assistance as described in Rationale.
- c. That local governments and coops will direct local resources to this type of activity after completion of the projects.

B. Statement of Purpose:

1. Purpose

To develop a central capacity within FCH to plan, program, design, and evaluate low income self-help shelter projects which will improve the wellbeing, health and productivity of the "poorest majority."

2. End of Project Status

- a. Establishment of a permanent division within FCH's central office concerned with planning, programming, and developing comprehensive low income shelter projects.

- b. Increased capacity within local housing and cooperative institutions to carry out minimum shelter and community services activity.
- c. FCH to continue financing of the new division after termination of DPG through a) specific short term contracts for project development, and b) capitalization of costs of new division services to project costs.

3. Means of Verification

AID reports and inspection

FCH reports

Reports from local organizations sponsoring demonstration projects.

PAR

4. Basic Assumptions for Achievement of Purpose

- a. That FCH is committed to a long range program of this type and that the new central division will provide a continuous service to FCH projects worldwide; injecting new techniques for reaching lower income levels.
- b. That local housing and cooperative organization will accept and modify the new concepts and techniques to fit local conditions.

C. Statement of Outputs:

1. Outputs

- a. New FCH division demonstrates competence in developing minimal or non-subsidized low income self help projects.
- b. New FCH division demonstrates ability to disseminate material and information to local organizations resulting in demonstration projects.

2. Output Indicators

- a. Formulation of definitions and criteria for projects. Completion of reports, visual aids, manuals, and publications on new techniques.

- b. FCH conducts workshops on minimal or non-subsidized low income housing and provides technical assistance. Local organization accepts new concepts and develops demonstration projects. Financial institutions make commitments for projects. FCH prepared plans for demonstration projects with local sponsors.
- c. FCH assists local governments in planning and programming future projects under new policies.

3. Means of Verification

AID reports and inspection.

FCH reports.

Reports from local organizations sponsoring demonstration projects.

4. Assumptions for Achieving Outputs

- a. That FCH will acquire qualified staff to carry out the project.
- b. That local governments will be receptive to concept.
- c. That centralized "programming" can be done which will be useful in developing future projects in many countries, even though local conditions vary.

D. Inputs:

1. Inputs

- a. AID Development Program Grant funds to carry out the project.

FY 76	\$200,000
FY 77	200,000
FY 78	200,000

\$600,000

- b. Long term mortgage financing will be available from AID Housing Guaranty Program, World Bank, U.N. International Habitat and Human Settlements Foundation, or other international or local sources. Funds for on-site project operational costs of FCH and local organizations will be designed as part of project costs. Potential sources of funding for these costs include AID operational grants, as well as the above institutions.

2. Implementation Target

DPG	FY 76	MM*	FY 77	MM	FY 78	MM
	200	52	200	50	200	49

*Man Months

3. Means of Verification:

AID/W disbursement records, FCH fiscal reports.

4. Assumptions for Achieving Inputs

That funds for DPG and other program costs will be available within approved AID and/or other institutional budgets for FY 76 through 79.

E. Rationale

1. Background of Proposed DPG

The 1973 Foreign Assistance Act gave increased emphasis to programs reaching large numbers of low income families in the poorest countries. In Section 111, it encouraged the broader use of cooperatives in overseas development and called for greater involvement by private U.S. cooperative organizations in the foreign assistance program.

In August 1974 the Administrator of AID announced the availability of AID grant funding of private efforts to improve the "well-being of the poorest majority in the developing countries." Adequate shelter is one of the most basic elements in the wellbeing of an individual, and experience has shown that it rates a very high priority by the people themselves in developing countries. Most recently, LDC governments have increasingly recognized the relationship of adequate shelter to better health, higher productivity and a more stable family life.

Past efforts in this area have often treated housing as a separate element unrelated to the many other problems facing the poorest majority. So far, very few housing programs have reached the "poorest majority" living in the slum and squatter areas of most major cities throughout the world.

AID's Shelter Policy adopted in October 1974 makes it clear that housing and in particular shelter for families in the lower income sectors of developing countries is a major concern. As the principal

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international source of funding for housing overseas, AID's Housing Investment Guaranty Program could be a logical source of funding for low cost shelter if LDC's could be convinced of the feasibility of using these resources for low income families.

It is the intention of the proposed grant to make it possible for FCH to assist AID and local organizations in the developing countries to identify, plan, and design low cost housing projects and programs. FCH is proposing that shelter be considered one element in a larger program involving inputs from other U.S. cooperative organizations to help meet the many needs of the poorest majority. Projects will be developed using a democratic cooperative framework emphasizing self-help techniques which allow poor people to solve their own social and economic problem with a minimum of outside help.

The shelter element in these projects would be developed by FCH and local organizations. Other U.S. and local cooperative organizations would provide help on production cooperatives, consumers cooperatives, health and family planning services, nutrition programs and other needs identified by the participants themselves. FCH will undertake the overall planning and programming necessary to incorporate these other resources into the project development and design.

Past efforts in the housing areas have been uncoordinated and geographically scattered. The new DPG would enable FCH to build into its administrative structure a planning and programming capacity that it now lacks. This would in turn lead to a greater concentration of effort on the development of viable projects to house the lower income sectors of LDC populations.

2. Background on FCH

The Foundation for Cooperative Housing (FCH), is a private, non-profit, non-political organization established in 1952 to provide technical services needed in the development of cooperative housing for low and moderate income families. It is one of the largest developers of non-profit housing projects consisting of more than 60,000 homes with a total mortgage value exceeding \$800 million. The permanent staff for the domestic program totals more than 200 not including local coop management and maintenance personnel. FCH handles the complete project from site selection through marketing, cooperative organization and management after project completion. Most FCH programs in the U.S. produce new homes in the low and moderate income range, although FCH also undertakes conversion of existing projects

to cooperative ownership and special projects such as self-help projects for migrant workers and rehabilitation of inner city apartments. In the United States, FCH operates on a non-profit basis charging a fee for its services which becomes part of the project development cost.

Overseas FCH has worked on a continuing basis since 1962 in more than 31 countries, mostly through cost-reimbursable contracts with AID. FCH has also worked with the InterAmerican Development Bank, the Organization of American States, the United Nations and local government housing authorities.

FCH overseas work¹ has included the development of local cooperative housing institutions, local savings and loan organizations, cooperative housing demonstration projects, training programs in cooperatives and self-help housing, self-help housing projects in both urban and rural areas and emergency shelter programs for refugees and earthquake victims. On the basis of existing contracts FCH has an international staff of 24 professionals.

The present FCH international staff is, however, fully committed to project implementation under existing contracts and is not available for the centralized planning and programming function for the new activities described in this PROP. The purpose of the Development Program Grant is, therefore, to help FCH establish a new central office capability to plan, program, identify and evaluate low cost international housing programs providing very low income families with improved shelter and other services. Under the proposed DPG, FCH will establish a Planning and Programming Division responsible for the development of low income project design, implementation and evaluation criteria which will be used in project development activities worldwide.

3. Description of Activity:

In the past most housing programs have not been able to reach the very low income level, because the traditional approach to housing produces an end product which is too expensive. When subsidies are used to overcome this problem, the net effect is that a select few low income families benefit to the exclusion of the many. FCH would, therefore, re-examine existing financial techniques, uses of local construction materials, and approaches to cooperative self-help construction, in order to selectively apply the methodologies most likely to produce a unit which fits the

the economic capacity of poor families and is capable of being replicated on a large scale consistent with the limited national budgetary resources which LDC's can devote to housing.

An important aspect of the proposed program would be to take advantage of Housing Investment Guaranteed loans as the means of long term mortgage financing for these projects. FCH, under this grant, would identify the technical assistance to help the local housing authorities and AID to demonstrate that such low cost shelter can be built with the private unsubsidized funds that are available through the guaranty program.

FCH would carry out its planning and programming function developed under the DPG in close cooperation with the members of the Cooperative Resource Committee (CRC), which is made up of the major U.S. Cooperative organizations involved in overseas development. As a member of the CRC, FCH has participated in preliminary discussions for new efforts whereby several U.S. coop organizations would work together in a coordinated way to develop urban demonstration projects, using the cooperative approach to serve the many needs of low income families. This coordinated approach is proposed because it is becoming more and more obvious that in dealing with the lowest income families an effort must be made to improve job opportunities, health services, water and sanitary facilities along with an effort to improve their shelter. The FCH work under the proposed DPG would concentrate on the shelter aspects of the program. Other cooperative and non-coop organizations would bring in the other needed elements.

Consistent with AID's Shelter Sector Policy of October 1974, the proposed DPG is directed at providing improved shelter for the poor majority of LDC populations. Since the most pressing housing problems in LDC's are centered in the urban areas, FCH will focus on solutions to the urban as opposed to rural, i.e., small town and village housing problems. Provincial or secondary cities are included within the definition of urban areas.

FCH work under the DPG will involve the programming, planning, development, and evaluation of low cost housing projects as four interrelated activities. The FCH programming and planning effort will involve a search for a new combination of techniques to be used in selected developing countries to produce shelter and community services which poor families can afford. AID's Office of Housing will be responsible for project monitoring and administration.

The programming and planning work will concentrate on three areas, financing techniques, self-help construction methods, and multiservice cooperative systems.

Projects utilizing innovative techniques and funded initially with AID housing guaranty money could lead to a redirection of some existing local resources in the future. There is also considerable potential for utilizing specialized systems of savings and credit for meeting shelter requirement of lower income families in many developing countries. Existing housing finance systems are often set up to serve upper and middle income families. The potential exists to restructure existing systems or create new systems specifically designed to provide savings and credit facilities for the lower income level. In this regard FCH would collaborate with the Credit Union National Association (CUNA) as well as with existing savings and loan organizations to develop adequate financial programs to accomplish this objective.

Efforts will also be made to evaluate the use of innovating approaches to finance shelter by using such tools as stepped payments, long term land leases, and smaller, shorter term loans for rapid turnover of funds. (For example, 15 year home improvement loans would allow a 100% turnover in a 30-year housing investment guaranty program.) Administrative mechanisms must be designed to reflect the realities of marginal group income and earning patterns.

b. New systems for self-help construction:

Throughout the world people are building their own houses without any help from local government or the organized construction industry. In city after city by far the largest number of homes constructed each year are constructed by their owner's self-help efforts. Much of this construction takes place in so-called "squatter" areas but a great deal takes place on lots purchased legally by the owners. Most governments look upon this process in a negative way and either attempt to stop the process or ignore it completely. However, in several developing countries local governments, are beginning to recognize the positive aspects of this process and are looking for ways to encourage, plan and control it. Under the proposed DPG, FCH would examine the economic, technical and social aspects of developing integrated self-help construction systems which would provide labor, materials and financing for self-help housing programs. The system would involve production elements which could be locally produced and distributed, largely utilizing existing industrial plant and existing private suppliers augmented perhaps by cooperative institutions where this is necessary and feasible.

An alternative system might also be developed where each family could construct its own modules to expand its house over a period of years as its income permits. This approach to the construction aspects of low income shelter could be designed to serve scattered lots, throughout metropolitan areas for example. The system would have special application in many capital cities where open land for new low income projects is either non-existent or becoming far too expensive.

Another technique which would be considered is the development of expandable "core" housing on new sites for low income families allowing participants to add to their house in an orderly, controlled fashion over a period of time.

c. Community Organization and Multi-Service Cooperatives:

A basic problem with many attempts by government to provide housing for very low income families is the paternalistic relationship that develops between the government agency and the individual participant. In the extreme case, this results in rejection of the expandable house solution because the participants feel that the government owes them a complete, standard house, even though there is no way that such a house can be provided without a heavy subsidy. Even when the participant accepts minimum shelter under a direct government program, there is a tendency for the participants to continue to rely on the government to complete and expand the house and to obtain community services. Under the proposed DPG, FCH will work to develop community based organizations to provide linkage between the government agency and the individual participant. The community based organizations will take a different form in different countries but the objective in each case will be the same, that is to place maximum responsibility on the residents for solving their own problems through their own self-help efforts. The community organization will provide a wide range of services to its members in addition to improved shelter, either directly or with help from outside coop organizations.

Project development and actual construction will be done by local housing and cooperative organizations with technical back-up from FCH.

4. Personnel:

In order to carry out the DPG program and achieve its stated objectives, FCH will set up a new division with the following personnel:

Senior Policy and Planning Advisor

Cooperative Development Specialist

Housing Finance Specialist

Construction Specialist

The DPG will also finance fulltime secretarial services and an Information and Training Specialist will devote approximately six man-months per year to the activity.

The Housing Finance Analyst,

Construction Advisor, and the Cooperative Development Advisor will work as a four-man team throughout the life of the DPG project from identification and programming through project development and evaluation. This new FCH division is expected to continue its operation with other financing after DPG funds are expended. The Senior Level Policy and Planning Adviser will provide overall coordination and direction for the program, devoting six man-months to the activity each year. The Information and Training Specialist will assist in preparing material and conducting training for local government technicians and community organization leaders, and also prepare reports for publications for dissemination on the results of the activity.

5. Work Plan Outline

The work under the DPG will be developed in four overlapping phases covering a three year period. The project is phased over a three year period to allow 12 months for project planning and design, including negotiations with host governments, and 24 months for physical construction.

Phase I - Programming and Planning

During this phase the new FCH Division will assemble and review material available in Washington related to the planning and programming of three self-help shelter programs. The team will develop preliminary project proposals showing the application of; new techniques in financing shelter for very low income families, new methods for self-help construction and new approaches to community and project organization. This material will be presented to AID for review and discussions leading to identification of countries where construction of projects appears feasible.

The programming and planning activity will continue as an on-going function of the new FCH division producing reports, visual aids and workshops

material which can be used by FCH field men, USAID missions and local organization responsible for implementing housing projects overseas. The expected result would be to encourage increased emphasis on low income self-help shelter in several developing countries. The material produced by the FCH division should have a positive effect on locally funded housing projects and on future national housing policies.

Phase II - Survey Visits and Workshops

Upon approval by AID of the FCH Phase I report, FCH technicians will visit several countries identified under Phase I as having the potential for successful demonstration projects and where local interest in this type of activity has been demonstrated. The FCH team will work with USAID personnel, local government officials and local cooperative leaders to determine if the conditions exist for proceeding with the projects.

Phase III - Implementation of Projects and Dissemination of Technical Data

During Phase III the FCH technicians funded under the development program grant will provide backup services for on-site technicians funded from an operational grant or other sources. Actual project implementation will be the responsibility of local housing institutions and local cooperative organizations with technical assistance from FCH and other U.S. cooperative organizations.

During the implementation period the new FCH division will document project development, preparing case study reports which will be used for dissemination worldwide.

FCH will work closely with AID and such international organizations as IDB, OAS, World Bank, ICA (International Cooperative Association), United Nations Special Agencies, INTERVICO (Inter-American Cooperative Housing Organization), ICHDA (International Cooperative Housing Development Agency) and the Cooperative Resource Committee in disseminating information on the new program using published reports, visual aids and workshops.

Phase IV - Evaluation and Publication

An important part of this activity will be a "built-in" evaluation system which will measure both "tangible" and "intangible" effects. The

cost and quality of the shelter construction will be compared to other local efforts through base-line studies which will be prepared during Phase III and updated on a regular basis. Similar baseline studies will be prepared to measure the intangible "social" aspects and the economic progress of individual families and communities. The results will be published in "how to do it" form for wide dissemination.

Budget Estimate

	<u>2/1/76-1/31/77</u>	<u>2/1/77-1/31/78</u>	<u>2/1/78-1/31/79</u>	<u>TOTAL</u>
Salaries & Wages	\$101,750	\$101,000	\$104,885	\$307,635
Travel & Allowances	19,000	23,900	19,000	61,900
Other Direct Costs	18,200	14,500	13,184	45,884
Subtotal	\$138,950	\$139,400	\$137,069	\$415,419
Overhead	61,050	60,600	62,931	184,581
TOTAL	\$200,000	\$200,000	\$200,000	\$600,000

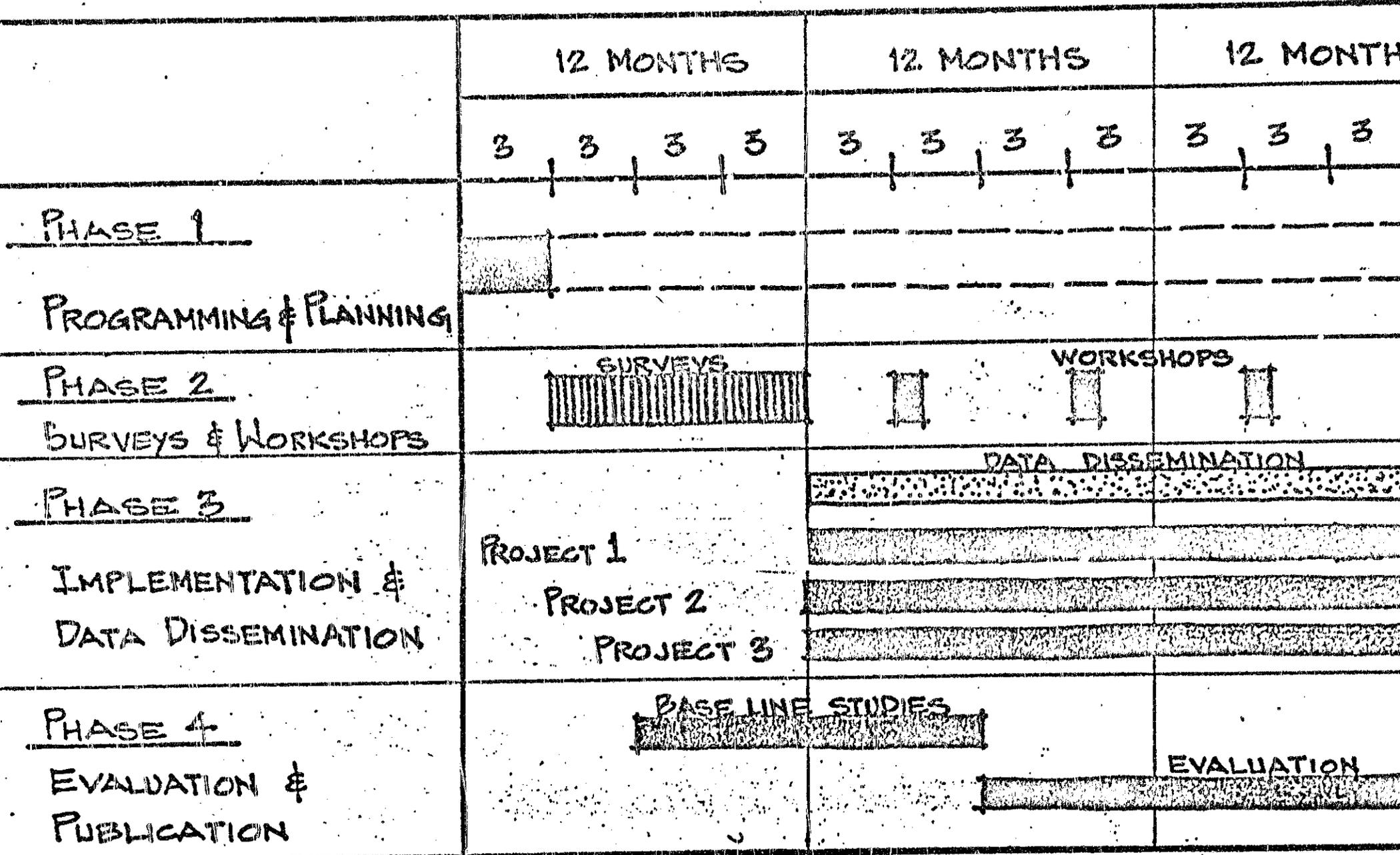
The Grantee may adjust the above line items as is reasonably necessary to accomplish the purposes of the grant. There is presently obligated \$200,000; subject to the availability of funds, additional monies may be granted to FCH.

Reports

This is the first year of a proposed three-year program. The one year first stage shall cover project planning and design. The contractor shall furnish AID with quarterly progress reports and with a final report, in 20 copies summarizing the activities during the year and proposing a detailed outline of activities anticipated during the ensuing two year period. Project design reports shall be submitted as required.

One copy of the fiscal report required by Attachment C shall be forwarded to the Grant officer.

TENTATIVE SCHEDULE



STANDARD PROVISIONS

a. Allowable Costs and Payment (Oct. 1974)

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 allowable in accordance with the terms of this Grant and Subpart 15.2 of the Federal Procurement Regulations (FPR) (Principles and Procedures for use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations)* in effect on the date of this Grant. Payment of allowable costs shall be in accordance with Attachment C of this Grant.

[*If this Grant is made to a university, the applicable cost principles are "Federal Management Circular, 73-8 (Cost Principles for Educational Institutions)" instead of Subpart 15.2 of the FPR as cited above]

b. Accounting, Records, and Audit (Oct. 1974)

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 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 program and (2) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

c. Refunds (Oct. 1974)

(1) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

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

Best Available Document

... if, at any time during the life of the Grant, it is determined by AID that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall refund such amounts to AID.

d. Equal Opportunity Employment (Oct. 1974)

With regard to the employment of persons in the U.S. under this Grant, Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, religion, sex, color or national origin of such persons and that, in accordance with Title VI of the Civil Rights Act of 1964, when work funded by this Grant is performed in the U.S. no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

e. Termination (Oct. 1974)

This Grant may be terminated at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith 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, and the Grantee shall within thirty (30) calendar days after the effective date of such termination repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Grantor to the Grantee prior to the effective date of this termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Grantor within (90) calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in the Grant, the Grant Officer shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

f. Officials Not to Benefit (Oct. 1974)

No member of or delegate to Congress or resident 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.

g. Warranty Against Contingent Fee (Oct. 1974)

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID 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.

h. Nonliability (Oct. 1974)

AID does not assume liability with respect to any claims for damages arising out of work supported by its grants.

i. Amendment (Oct. 1974)

The Grant Agreement may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the AID Grant Officer and an appropriate official of the Grantee.

j. Grant Agreement (Oct. 1974)

The letter to the Grantee signed by the Grant Officer, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant Agreement.

k. Notices (Oct. 1974)

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

To the cognizant AID Grant Officer

To Grantee - At Grantee's address shown in this Grant, or to such other address as either party shall designate 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.

1. Travel and Transportation (Oct. 1974)

(1) The Grant Officer hereby approves international travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant technical office in AID prior to sending any individual outside the United States to perform work under the Grant. For this purpose the Grantee shall advise the Project Manager at least thirty (30) days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant USAID Mission or U.S. Embassy advance notification with a copy to the project officer of the arrival date and flight identification of Grant financed travellers.

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

(3) The Grantee agrees to travel by the most direct and expeditious route, and to use less than first class transportation unless such use will result in unreasonable delay or increased costs.

(a) All international air travel under this Grant shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Grantee certifies to the facts in the voucher or other documents retained as part of his Grant records to support his claim for reimbursement and for post audit:

1. Where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

2. Where the departure time, routing, or other features of a United States carrier would interfere with or prevent the satisfactory performance of official business;

3. Where a scheduled flight by a United States carrier is delayed because of weather, mechanical, or other conditions to such an extent that use of a non-United States carrier is in the Government's interest;

4. Where the appropriate class of accommodations is available on both United States and non-United States carriers, but the use of the United States carrier will result in higher total United States dollar cost to the grant due to additional per diem or other expenses; and

5. Where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related per diem on the non-U.S. carrier is less than the cost of available accommodations of another class on a United States carrier and related per diem.

(b) All international air shipments under this grant shall be made on United States flag carriers unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a United States carrier either at point of origin or transshipment, provided that the Grantee certifies to the facts in the vouchers or other documents retained as part of the Grant records to support his claim for reimbursement and for post audit.

(4) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR).

m. Regulations Governing Employees Outside the United States (Oct. 1974)

(1) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government Offices or facilities for support while so engaged.

(2) 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 AID personnel employed by the mission, except as this may conflict with host government regulations.

(3) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage, directly or indirectly, either in his 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 he is assigned.

(4) 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.

(5) On the written request of the Grant Officer or of a cognizant Mission Director, the Grantee will terminate the assignment of any individual to any work under the Grant and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

(6) Allowances for employees assigned overseas shall be reimbursed in accordance with the Federal Travel Regulations (FTR).

n. Conversion of United States Dollars to Local Currency (Oct. 1974)

In countries designated "excess" or "near-excess" currency countries, Grantee agrees to convert all United States dollars to local currency through the United States Disbursing Officer, (USDO), American Embassy, unless the Disbursing Officer directs the Grantee otherwise or certifies that no local currency is available.

p. Subordinate Agreements (Oct. 1974)

The placement of subordinate agreements (e.g., leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this Grant.

q. Negotiated Overhead Rates (Oct. 1974)

Pursuant to the provisions of this clause set forth below an overhead rate shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate for the initial period beginning February 1, 1976 and ending January 31, 1977, provisional payments on account of allowable indirect costs shall be made at the rate or rates of 60%, applied to direct salaries.

(1) The Grantee, as soon as possible but not later than ninety (90) days after the close of each of his accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Support Division, Office of Contract Management, AID, Washington, D.C. and to the Office of the Auditor General, AID, Washington, D.C., a proposed final rate or rates for the period, together with supporting cost data. Negotiation of final overhead rates by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(2) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 (Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations* as in effect on the date of this Grant.

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

(4) Pending establishment of final overhead rates for any period, the Grantee shall be reimbursed either at negotiated provisional rates as provided above or at billing rates acceptable to the Grant Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates provided in this clause shall be set forth in a modification to this Grant.

[*If this grant is made to a university the applicable cost principles are "Federal Management Circular 73-8 (Cost Principles for Educational Institutions)"]

r. Publications (Oct. 1974)

(1) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult with AID on the nature of the acknowledgement prior to publication.

(2) The Grantee shall provide the Project Manager with one copy of all published works developed under the Grant. The Grantee shall provide the Project Manager with lists of other written work produced under the Grant.

(3) 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.

(4) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so.

s. Patents (Oct. 1974)

(1) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy 36 FR 16887.

(2) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

e. Procurement of Equipment, Vehicles, Supplies, Materials, and Services (Oct. 1974)

(1) Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraphs (2), (3), and (4) below, all equipment, vehicles, materials, supplies and services the costs of which are to be attributed to this Grant and which will be financed with United States dollars shall be purchased in and shipped from the United States. In addition, for any U.S. purchase transaction in excess of \$2,500 the Grantee shall notify the seller that the item(s) must be of U.S. source and production and comply with the componentry limitations and other requirements applicable to suppliers under AID Regulation 1, and that the supplier must execute and furnish Form AID-282 "Suppliers Certificate and Agreement with the Agency for International Development".

(2) Exceptions to the foregoing are as follows (for Title X Grants only):

Grantee may permit a subgrantee (or the Grantee on his behalf) to procure commodities already in its country (with the exception of contraceptives, drug products, pharmaceuticals, and motor vehicles) in an amount not exceeding a total cost of \$5,000 per subgrantee per annum without regard to limitations, rules and procedures applicable to commodity transactions financed by AID. Such commodities shall not be considered "Already in its country" within the meaning of the aforementioned exception if the commodities have been imported or otherwise brought into the country at the request of the Grantee or subgrantee. A subgrantee's own country for this purpose shall in no event include any of the following: Australia, Austria, Belgium, Canada, Denmark, France, Germany, Spain, Italy, Japan, Luxembourg, Monaco, Netherlands, New Zealand, Norway, South Africa, Sweden, Switzerland, and United Kingdom. The Grantee shall take all reasonable precautions to ensure that the subgrantee does not procure any commodity which has as its country of origin any of the following countries: Albania, Bulgaria, China (Mainland and other Communist-controlled areas), including Manchuria, Inner Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, and former Kwantung Leased Territory, the present Port Arthur Naval Base Areas, and Liaoning Province, Cuba, German Democratic Republic, Hungary, North Korea, North Vietnam, Outer Mongolia, Poland, Rumania, and the Union of Soviet Socialist Republics.

(3) Printed or audio visual teaching materials may, to the extent necessary, be purchased outside the United States when:

(a) Effective use of the materials depend on their being in the local language, and

(b) Other funds including U.S. owned and controlled local currencies are not readily available for procurement of such material.

The order of preference as to countries in which such purchases outside the United States are made shall be:

1. The AID receiving country
2. Countries falling within AID Geographic Code 901
3. Other Countries falling within AID Geographic Code 899

AID Geographic Codes are defined in AIDPR 7-6.5201.1.

(4) Procurements in the country in which an activity is being undertaken and which are less than \$2,500 and are for materials (regularly available and normally sold on the local market) which are to be consumed or expended during the period of this Grant, are exempt from the conditions of Paragraph 1 above, provided that the origin of such materials and supplies and the component parts thereof is a free world country as described in AID Geographic Code 935.

(5) All international air shipments made by the Grantee, to be financed hereunder, shall be made on U.S. flag carriers unless shipment would, in the judgement of the Grantee, be delayed an unreasonable time awaiting a U.S. carrier, either at the point of origin or transshipment, provided that the Grantee certifies to the facts in the documents retained as part of his Grant records for post audit by AID. All international ocean shipment made by the Grantee, to be financed hereunder, shall be made on U.S. flag vessels. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may obtain a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, as appropriate, giving the basis for the request.

(6) The Grantee shall obtain competition to the maximum extent possible for any procurement to be financed hereunder. Procurement by the Grantee without consideration of more than one source must be approved by the Grant Officer. In no event will any procurement be on a cost-plus-a-percentage of cost basis. The Grantee shall take all reasonable steps necessary to insure that subgrantees procuring in accordance with Paragraph (2) obtain competition to the maximum extent possible. In addition to the foregoing, for purchases made in the United States the cost of which are to be attributed to this Grant, the Grantee shall comply with the following requirements:

To permit AID, in accordance with the Small Business Provisions of the Mutual Security Act, 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 Business, AID, Washington, D.C. 20523 at least 45 days prior to placing any order or contract in excess of Five Thousand (\$5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

- (a) Brief general description and quantity of commodities or services;
- (b) Closing date for receiving quotations or bids;
- (c) Address where invitations or specifications may be obtained.

(7) Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing", Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be attributed to this Grant. AID will provide Grantee with this list.

u. Title to and Use of Property (Grantee) (Oct. 1974)

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

(1) The Grantee shall not, under any Government contract or subcontract thereunder, or any Government grant, charge for any depreciation, amortization, or use of any property title to which remains in the Grantee under this clause.

(2) The Grantee agrees to use and maintain the property for the purpose of the grant.

(3) With respect to items having an acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

(a) 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.

(b) to transfer title to any such items to the Government in accordance with any written request therefor issued by the Grant Officer at any time prior to final payment under the Grant.

v. Salaries (Oct. 1974)

All salaries, wages, fees, and stipends reimbursed under this Grant shall be in accordance with the Grantee's policy and practice as reviewed and approved by the Grant Officer. In the absence of an approved policy the Grantee shall follow the regulations contained in Section 7-15.205-6 of the Agency for International Development Procurement Regulations.

PAYMENT PROVISION

Periodic Grant Disbursement

Each month, or at less frequent intervals as agreed upon in advance, Grantee will submit to the Office of Financial Management, FM/CSO, AID, Washington, D.C. 20523 Voucher Form SF 1034 (original) and SF 1034-A, three copies, each voucher identified by the appropriate grant number, in the amount of estimated cash needs for the following month. The voucher shall be supported by an original and two copies of a report rendered as follows:

Amount of Grant	\$xxx
Expended to date	\$xxx
Expended this period (by line item as set forth in budget)	
1.	\$xxx
2.	\$xxx
3.	\$xxx
etc.	
TOTAL THIS PERIOD	\$xxx
Advances outstanding to subgrantees (if any)	\$xxx
Anticipated expenditures next month (dates)	\$xxx
Cash received to date	\$xxx
Cash required next month	\$xxx

The report shall include a certification as follows:

"The undersigned hereby certifies: (1) that the above represents the best estimates of funds needed for expenditures to be incurred over the period described, (2) that appropriate refund or credit to the grant will be made in the event funds are not expended, (3) that appropriate refund will be made in the event of disallowance in accordance with the terms of this grant and (4) that any interest accrued on the funds made available herein will be refunded to AID.

BY _____

TITLE _____ DATE _____

Best Available Document