

PJ FBC 534

R. Colburn 21 APR 1975
H. Condon, EA/10/SD

MODIFICATION OF GRANT

1. Amendment No. 6	2. Effective Date April 7, 1975	3. Grant No. AID/sa-G-1050	4. Effective Date August 24, 1973
5. GRANTEE (Name and Address) World Vision Relief Organization, Inc. 919 West Huntington Drive Monrovia, California 91016		6. Administered by - Grant Officer Regional Operations Division - EA Office Of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No. N/A Appropriation No. N/A Allotment Symbol - N/A		8. Previous PIO/Is - 442-007-3-6858204	

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

a. Paragraph 1 of Appendix I "Advance Payment," is changed to read "\$500,000" in lieu of "\$100,000."

b. Article VI "Procurement of Equipment, Materials and Supplies" subparagraph A is changed to read "\$265,200" in lieu of the "\$134,000" presently indicated.

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 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 7 copies to issuing office.

12. GRANTEE
WORLD VISION RELIEF ORGANIZATION, INC.

By: Henry A. Barber, III
Henry A. Barber, III
(Name typed or printed)

Title Director

Date APR 17 1975

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: Peter J. Howley
Peter J. Howley
(Name typed or printed)

Title Grant Officer

Date April 21, 1975

25 MAR 1975

R. Colby

MODIFICATION OF GRANT *H. Cordova, EA/TD/SD*

1. Amendment No. 5	2. Effective Date 1 April 75	3. Grant No. AID/Sa-G-1050	4. Effective Date 24 August 1973
5. GRANTEE (Name and Address) World Vision Relief Organization, Inc. 919 West Huntington Drive Monrovia, California 91016		6. Administered by - Grant Officer Regional Operations Division - EA Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No. 442-007-3-6858204 Appropriation No. 72-1151030 Allotment Symbol - 530-64-442-00-69-51		8. Previous PIO/Ts -	

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

a. Section 1 The Grant: is deleted in its entirety and the following substituted in lieu thereof

"Pursuant to the authority contained in the Foreign Assistance Act of 1961 as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the World Vision Relief Organization Inc. (hereinafter referred to as "WVRO" or "Grantee") the sum of Eight Hundred Twentysix Thousand One Hundred Dollars (\$826,100) in support of the Grantees programs in the Khmer Republic as more fully described in Section 1 Purpose of Grant and Section 2 Program Activities.

(contd. on page).

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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 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 7 copies to issuing office.

12. GRANTEE World Vision Relief Organization Inc.

By: *Henry A. Barber III*
Henry A. Barber III
(Name typed or printed)
Director
Title _____
Date March 21, 1975

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: *A. Bjorlykke*
A. Bjorlykke
(Name typed or printed)
Grant Officer
Title _____
Date MAR 20 1975

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Section 1 Purpose of Grant

To alleviate the suffering of refugees by providing the first necessities of emergency relief such as food, clothing, household items, medical care and temporary shelter; and b. to assist those refugees to begin returning to a productive and self supporting life as soon as possible.

b. Section 2 The Program is deleted in its entirety and the following substituted in lieu thereof:

"Section 2 Program Activities:

WVRO, working to the extent possible with or through the Cambodian Government and suitable indigenous organizations as it may deem necessary will undertake to provide.

1) Emergency refugee relief, including the distribution of food, clothing, household items, the dispensing of medical care as required, and the construction of temporary shelters:

2) On-going refugee relief, to include the continuing distribution of food and other relief supplies to needy refugees and the preparation and distribution of nutritionally enriched food to under-nourished refugee children;

3) Assistance to refugees who are able to return home, including the distribution of food, household items, materials for temporary housing, tools and agricultural supplies;*

4) Promotion of elementary economic development including training, distribution of agricultural commodities, support for home industries, and similar development oriented activities. These programs are considered part of the emergency relief assistance to increase refugee income and self sufficiency;

5) The continuation of refugee resettlement programs presently being implemented as previously agreed to be the individual voluntary agencies and USAID.

6) Improvement and upgrading of the medical facilities available to refugees.

The above list of specific activities is not intended to be restrictive but is instead illustrative of the nature and scope of the present, on-going refugee relief programs of the WVRO.

*Note: Supplementary food production is an essential element of emergency relief. Starting war displaced persons on family gardens as soon as possible after their arrival in GKR held areas tends to stabilize the people as well as provide them with needed food supplements. WVRO's distribution of agricultural supplies under the Grant Agreement is not to be viewed as a program of resettlement of returning refugees to full self-sufficiency.

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c. Section 3 Disbursements:

1. Subparagraph A is deleted in its entirety and the procedure as set forth in Appendix I of Amendment No. 1 entitled, "Advance Payment" shall be utilized in lieu thereof.

2. Subparagraph (c) is changed to read,

"All disbursements by the Grantee hereunder except as AID may otherwise authorize in writing, shall be made no later than July 31, 1975. All funds so disbursed but not expended by July 31, 1975 shall be refunded to the A.I.D. unless the A.I.D. approved the utilization of such funds subsequent to that date.

d. Section 4 Use of Funds: Subparagraph b

Subparagraph b. is deleted in its entirety and the following substituted in lieu thereof.

"b. Funds made available hereunder may be used for:

(1) Home Office costs in lieu of overhead in the amount of \$2,400; (2) International Travel/Transportation Costs (excluding per diem) for the US/TCN staff serving in Cambodia (except the Chief of Party - C.O.P.) in the amount of \$21,100; (3) In-Cambodia maintenance allowances of the US/TCN staff (except the C.O.P.) in the amount of \$24,500; (4) Payroll expense of the US/TCN staff (except the C.O.P.) in the amount of \$30,400; and (5) Dollar procurement of commodities in the amount of \$747,700.

Note: The dollar amounts shown for (1) through (5) above, may be adjusted by 10% without the prior written approval of the Grant Officer, but the total of \$826,100 may not be exceeded."

e. Article XVIII is hereby added to the "Terms and Conditions" of the Grant as set forth in Attachment A.

Term of Grant: The effective date of this Grant is August 24, 1974 and it shall continue in effect until July 31, 1975."

f. Section 6 entitled "Reports" is deleted in its entirety and the following Article XIX substituted in lieu thereof:

"Article XIX Reports

By the 15th day of each month, WVRO shall submit to USAID/Cambodia with a copy to AID/W, a narrative report in English on WVRO's relief activities for the preceding calendar month. The report will describe the work accomplished under each of the six activities noted in Section 2 "Program Activities" above, and will include a statistical recapitulation of refugees receiving assistance, proposals for expansion of these activities or initiating new activities and a summary of problems which have arisen during the month.

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Besides submitting the monthly report described above the WVRO representative in Phnom Penh should be prepared to discuss the WVRO program at the request of USAID/Cambodia.

- g. Appendix I advance Payment is deleted in its entirety and the following submitted in lieu thereof:

ADVANCE PAYMENT

1. Subject to the provisions hereinafter set forth, A.I.D. shall make an initial advance payment to the Grantee in an amount not to exceed \$100,000.
2. Request for Advance Payment. To request the initial advance payment, the Grantee shall submit Voucher Form SF-1034 and 1034(a) to the Office of Financial Management, FM/CSD, A.I.D., Washington, D. C. 20523.
3. Separate Bank Account. Until all advance payments made hereunder are liquidated, the initial advance and all other payments under the Grant shall be deposited in a separate bank account established solely for transaction related to this Grant. All receipts and disbursements hereunder shall be recorded by the Grantee in such a manner that it will be possible to ascertain the balance outstanding, at any time, of the advance payment made under this Grant. The records thereof shall be preserved and be subject to inspection and audit in accordance with Article VII, entitled "Examination of Records", of the Terms and Conditions of this Grant (Attachment A).
4. Use of the Funds. The funds provided by this advance payment must be used by the Grantee solely for the purpose of making payments for items of allowable cost as provided in this Grant, or to reimburse the Grantee for such items of allowable cost or for such other purposes as the Grant Officer may approve in writing.
5. Replenishment and Liquidation. Following the initial advance payment, A.I.D. will reimburse the Grantee not more often than monthly in amounts equal to reported expenditures in order to replenish the advance funds on an imprest basis. Such replenishment shall be made upon submission, to the Office of Financial Management, A.I.D., of a Voucher Form SF-1034 and 1034(a), each voucher identified by the appropriate A.I.D. Grant Number, properly executed, in the amount of dollar expenditures made during the period covered, which voucher form shall include a fiscal report in a form substantially as set forth below:

	Grant No. _____ Budget Category (as set forth in Attachment A Article VI B)	Total Expenditures	
		<u>To Date</u>	<u>This Period</u>
1.		\$	\$
2.		\$	\$

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

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

BY _____

TITLE _____ DATE _____ "

Replenishment will be made until such time as total reimbursements plus the initial advance payment equal the total amount of this Grant. Thereafter, vouchers for expenditures, which shall be marked "NO PAY" by the Grantee before submission, will not be reimbursed, but will be applied to liquidate the remaining outstanding advance. In the event that the total amount of such subsequent vouchers is insufficient to completely liquidate the outstanding advance, the Grantee shall, pursuant to Article II, entitled "Refunds, of the Terms and Conditions, make repayment to A.I.D. of all unexpected portions of the advance dollar funds which are not obligated under this Grant at the time of submission of the Final Voucher.

6. Interest. Any interest earned on this advance account shall accrue to and be paid to the Agency for International Development.

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

World Vision Relief Organization, Inc.
919 West Huntington Drive
Monrovia, California 91016

Subject: Amendment No. 4 to Grant Agreement AID/sa-G-1050 (Cambodia)
dated August 24, 1973

Gentlemen:

The above Grant Agreement is hereby amended to read as follows:

Whereas: The Agency for International Development (AID) and the World Vision Relief Organization, Inc. (WVRO or Grantee) have entered into a Grant Agreement effective August 24, 1973 under which AID agreed to grant to WVRO up to \$500,000 to be used as financial assistance in resettlement of refugees in Khmer Republic in or near Phnom Penh.

Now Therefore, the parties agree as follows:

Article VI "Procurement of Equipment Materials and Supplies" subparagraph A is changed to read "\$134,000" in lieu of the "\$100,000" presently indicated.

The terms and conditions of the original Grant Agreement, except as modified above, remain in effect.

Please review the document and, if it is acceptable, have an authorized official of your organization sign and date all copies. Retain one copy for your files and return the remaining copies to this office.

WORLD VISION RELIEF ORGANIZATION, INC.

BY

Henry A. Barber III

TYPED NAME

Henry A. Barber III

TITLE

Director

DATE

MAR 3 1975

AGENCY FOR INTERNATIONAL DEVELOPMENT

BY

A. Bjorlykke

TYPED NAME

A. Bjorlykke

TITLE

Contracting Officer

DATE

MAR 7 1975

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DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

World Vision Relief Organization, Inc.
919 West Huntington Drive
Monrovia, California 91016

Subject: Amendment No. 3 to Grant Agreement AID/sa-G-1050 (Cambodia)
dated August 24, 1973

Gentlemen:

The above Grant Agreement is hereby amended to read as follows:

Whereas: The Agency for International Development (AID) and the World Vision Relief Organization, Inc. (WVRO or Grantee) have entered into a Grant Agreement effective August 24, 1973 under which AID agreed to grant to WVRO up to \$500,000 to be used as financial assistance in resettlement of refugees in Khmer Republic in or near Phnom Penh.

Now Therefore, the parties agree as follows:

Article VI "Procurement of Equipment Materials and Supplies" subparagraph A is changed to read "\$100,000" in lieu of the "\$34,000" presently indicated.

The terms and conditions of the original Grant Agreement, except as modified above, remain in effect.

Please review the document and, if it is acceptable, have an authorized official of your organization sign and date all copies. Retain one copy for your files and return the remaining copies to this office.

WORLD VISION RELIEF ORGANIZATION, INC.

BY Henry A. Barber III

TYPED NAME Henry A. Barber III

TITLE Director

DATE FEB 18 1975

AGENCY FOR INTERNATIONAL DEVELOPMENT

BY A. B. Bjorlykke

TYPED NAME A. Bjorlykke

TITLE Contracting Officer

DATE FEB 26 1975

R. J. [unclear]
21 DEC 1973

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

DEC 03

World Vision Relief Organization, Inc.
919 West Huntington Drive
Monrovia, California 91016

Subject: Amendment No. 2 to Grant Agreement AID/sa-G-1050 (Cambodia)
dated August 24, 1973.

Gentlemen:

The above Grant Agreement is hereby amended to read as follows:

Whereas: The Agency for International Development (AID) and the World Vision Relief Organization, Inc. (WVRO or Grantee) have entered into a Grant Agreement effective August 24, 1973 under which AID agreed to grant to WVRO up to \$500,000 to be used as financial assistance in resettlement of refugees in Khmer Republic in or near Phnom Penh.

Now Therefore, the parties agree as follows:

1. By changing Section 3 Disbursements subparagraph c) to read, all disbursements by the Grantee hereunder except as AID may otherwise authorize in writing, shall be made no later than March 31, 1975. All funds so disbursed but not expended by March 31, 1975 shall be refunded to the A.I.D. unless the A.I.D. approves the utilization of such funds subsequent to that date.
2. Section 4, paragraph b. is deleted in its entirety and the following substituted in lieu thereof:
 - "b. Funds made available hereunder may be used for: (1) Home Office Costs in lieu of Overhead in the amount of \$2,000; (2) International Travel/Transportation Costs (excluding per diem) for the US/TCN staff

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serving in Cambodia (except Chief of Party) in the amount of \$5,000. Funds provided hereunder may also be used for other, necessary, direct administrative support costs, but only upon written approval of the grant officer".

The terms and conditions of the original Grant Agreement, except as modified above, remain in effect.

Please review the document and, if it is acceptable, have an authorized official of your organization sign and date all copies. Retain one copy for your files and return the remaining copies to this office.

WORLD VISION RELIEF ORGANIZATION, INC.

BY: *Theodore W. Engstrom*

TYPED NAME: Theodore W. Engstrom

TITLE: Chairman

DATE: December 16, 1974

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: *A. Bjorlykke*

TYPED NAME: A. Bjorlykke

TITLE: Grant Officer

DATE: DEC 20 1974

AID/56-9-105
13 SALVO, 11/12/74
R. John

09 AUG 1974

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

World Vision Relief Organization, Inc.
919 West Huntington Drive
Monrovia, California 91016

Subject: Amendment No. 1 to Grant Agreement 442-15-822-001 dated August 24, 1973.

Gentlemen:

The above Grant Agreement is hereby amended to read as follows:

Whereas: The Agency for International Development (AID) and the World Vision Relief Organization, Inc. (WVRO or Grantee) have entered into a Grant Agreement effective August 24, 1973 under which AID agreed to grant to WVRO up to \$500,000 to be used as financial assistance in resettlement of refugees in Khmer Republic in or near Phnom Penh.

Now Therefore, the parties agree as follows:

1. By changing Section 3 Disbursements subparagraph c) to read, all disbursements by the Grantee hereunder except as AID may otherwise authorize in writing, shall be made no later than October 31, 1974. All funds so disbursed but not expended by October 31, 1974 shall be refunded to the A.I.D. unless the A.I.D. approves the utilization of such funds subsequent to that date.
2. By adding the terms and conditions consisting of Articles I through XVII as attachment "A" hereto.
3. That portion of Section 10 "Communications" providing the AID address is deleted in its entirety and the following substituted in lieu thereof:

To A.I.D.: Mail address:

Grant Officer
Regional Operations Division - SA
Office of Contract Management
Agency for International Development
Washington, D. C. 20523

4. The number of this Grant shall be changed from 442-15-822-001 to AID/sa-G-1050.

The terms and conditions of the original Grant Agreement, except as modified above, are hereby ratified and remain in effect.

WORLD VISION RELIEF ORGANIZATION, INC.

BY: T. W. Engstrom

TYPED NAME: T. W. Engstrom

TITLE: Vice President

DATE: July 25, 1974

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: Russell Dilts

TYPED NAME: Russell Dilts

TITLE: Grant Officer

DATE: AUG 8 1974

TERMS AND CONDITIONS

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TERMS AND CONDITIONS

I. ALLOWABLE COSTS AND PAYMENT

- A. Payment shall be made in accordance with Appendix I of these Terms and Conditions.
- B. The Grantee shall be reimbursed for costs incurred in the implementation of the Grant Program that are determined by the Grant Officer to be allowable in accordance with:
 - 1. The terms of this Grant.
 - 2. Subpart 15-2 of the Federal Procurement Regulations (Principals and Procedures for use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) in effect on the date of signature by the Grant Officer.

II. REFUNDS

- A. All funds provided by this Grant which, upon expiration of the Grant period or termination of the Grant have not been expended; except for funds obligated by a legally binding transaction for the purposes of Program Description, shall be refunded to A.I.D. by the Grantee.
- B. To the extent that the Grantee expends funds provided by this Grant for purposes determined by the Grant Officer not to be in accordance with the terms of this Grant, Grantee will refund to A.I.D. an amount equivalent to such unallowable expenditures.

III. SALARIES AND WAGES

All salaries, wages, fees and stipends paid from funds provided by this Grant shall be in accordance with the Grantee's usual policy and practice. Any deviation from Grantee's policy shall be documented and such documentation shall be retained as part of the Grant records.

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IV. TRANSPORTATION

All International air and ocean shipments of commodities and materials financed hereunder will be arranged in accordance with standard voluntary agency procedures as specified in A.I.D. Letter No. 8, dated February 19, 1965, a copy of which is attached as Appendix II hereto.

V. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

Whenever it is necessary for the Grantee to procure local currency with U.S. dollars, such purchases shall be made from the United States Disbursing Officer, American Embassy, Procurement shall be in compliance with applicable local government and Embassy/USAID regulations on foreign exchange.

VI. PROCUREMENT OF EQUIPMENT, MATERIALS AND SUPPLIES

- A. Goods and Services financed by this Grant shall be, to the maximum extent practicable, procured from the U.S. or the Rhmer Republic. Up to a grand total of \$ 34,000 , the Grantee may procure goods and services from "Selected Free World" countries, as specified in A.I.D. Geographic Code 941.
- B. Payments made for the purchase of vehicles to be used for surface, water or air transportation are not reimbursable hereunder.
- C. Procurement of goods and services hereunder will be made at the lowest available price, with due regard for urgency of delivery and emergency conditions.
- D. Title to all equipment and commodities procured with funds made available by this Grant, shall vest in the Grantee.
- E. For purposes of procurement hereunder, the Grantee will invoke any privileges it may now have or will obtain to purchase and import commodities and materials free from import duty or other tax.

VII. EXAMINATION OF RECORDS

- A. The Grantee shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated.

- B. The Grantee agrees that the Auditor General, A.I.D., and the Comptroller General of the United States or any of their duly authorized representatives shall, until expiration of 3 years after final payment under this Grant, or of the time periods for the particular records specified in Part 1-20 (41 CFR Part 1-20), whichever earlier, have access to and the right to examine any directly pertinent books, documents, papers and records involving transactions related to this Grant.
- C. The Grantee further agrees to include in all its subordinate agreements hereunder a provision to the effect that the subordinate contractor agrees that the Auditor General, A.I.D., and the Comptroller General of the United States or any of their duly authorized representatives shall, until expiration of 3 years after final payment under the subordinate agreement, or of the time specified in Part 1-20 (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subordinate contractor, involving transactions related to the subordinate agreement. The term "subordinate agreements" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

VIII. TERMINATION

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 appropriate action to minimize all expenditures and obligations financed by this Grant, and shall cancel such obligations whenever possible. Except as provided below, no reimbursement shall be made to the Grantee for costs incurred after receipt of such notice.

Within ninety (90) days after the effective date of such notice of termination, the Grantee shall submit his final claim for reimbursement of costs incurred for obligations which were in effect but could not be cancelled as of the effective date of such termination. Subject to the limitations contained in the Grant, the A.I.D. Grant Officer shall determine the amount or amounts to be paid by A.I.D. to the Grantee for such claim.

Not a Public Document

IX. OFFICIALS NOT TO BENEFIT

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.

X. COVENANT AGAINST CONTINGENT FEES

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, A.I.D. shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the Grant amount, or otherwise recover the full amount, of each commission, percentage, brokerage, or contingent fee.

XI. EQUAL OPPORTUNITY EMPLOYMENT

If employment of persons in the U.S. under this Grant is approved pursuant to Article IV above the Grantee agrees to take all reasonable steps to insure 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." The Grantee shall include the first sentence of this clause, in any subordinate agreement, contract, or grant placed hereunder.

XII. CONFORMITY TO LAWS AND REGULATIONS OF COOPERATING COUNTRIES

The Grantee agrees to use its best effort to assure that its personnel abide by all applicable laws and regulations in countries in which they serve.

XIII. CONFLICT OF INTEREST

An employee or consultant assigned by the Grantee, whose expenses may be reimbursable hereunder, shall not engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business profession, or occupation in any country to which he is assigned; nor shall he make loans to or investments in any business, profession or occupation in any country to which he is assigned.

XIV. ASSIGNMENT

Grantee shall not assign, transfer, pledge, or make other disposition of this Grant without the prior written approval of the Grant Officer.

XV. NON-LIABILITY

A.I.D. disclaims all liability with respect to any claims for injury or damages arising out of or connected with projects supported by this Grant and Grantee agrees to hold the United States and its agencies harmless in the event any liability is imposed upon the United States or any of its agencies for any and all such claims.

XVI. INSPECTION

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises where it is being performed. If any inspection or evaluation is made by the Government, the Grantee shall provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

XVII. NOTICES

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, or mail as follows:

To A.I.D.:

Grant Officer
Regional Operations Division - SA
Office of Contract Management
Agency for International Development
Washington, D. C. 20523

To Grantee:

The address as shown on the Cover Letter of this
Grant.

ADVANCE PAYMENT

1. Subject to the provisions hereinafter set forth, A.I.D. shall make an initial advance payment to the Grantee in an amount not to exceed \$100,000.
2. Request for Advance Payment. To request the initial advance payment, the Grantee shall submit Voucher Form SF-1034 and 1034(a) to the Office of Financial Management, FM/CSD, A.I.D., Washington, D. C. 20523.
3. Separate Bank Account. Until all advance payments made hereunder are liquidated, the initial advance and all other payments under the Grant shall be deposited in a separate bank account established solely for transaction related to this Grant. All receipts and disbursements hereunder shall be recorded by the Grantee in such a manner that it will be possible to ascertain the balance outstanding, at any time, of the advance payment made under this Grant. The records thereof shall be preserved and be subject to inspection and audit in accordance with Article II, entitled "Financial Reports and Records", of the Terms and Conditions of this Grant (Attachment E).
4. Use of the Funds. The funds provided by this advance payment must be used by the Grantee solely for the purpose of making payments for items of allowable cost as provided in this Grant, or to reimburse the Grantee for such items of allowable cost or for such other purposes as the Grant Officer may approve in writing.
5. Replenishment and Liquidation. Following the initial advance payment, A.I.D. will reimburse the Grantee not more often than monthly in amounts equal to reported expenditures in order to replenish the advance funds on an imprest basis. Such replenishment shall be made upon submission, to the Office of Financial Management, A.I.D., of a Voucher Form SF-1034 and 1034(a), each voucher identified by the appropriate A.I.D. Grant Maker, properly executed, in the amount of dollar expenditures made during the period covered, which voucher form shall include a fiscal report in a form substantially as set forth below:

Grant No.	Budget Category (as set forth in Attachment A Article VI B)	Total Expenditures	
		To Date	This Period
1.		\$	\$
2.		\$	-\$

Best

Payment

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

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

BY _____
 TITLE _____ DATE _____"

Replenishment will be made until such time as total reimbursements plus the initial advance payment equal the total amount of this Grant. Thereafter, vouchers for expenditures, which shall be marked "NO PAY" by the Grantee before submission, will not be reimbursed, but will be applied to liquidate the remaining outstanding advance. In the event that the total amount of such subsequent vouchers is insufficient to completely liquidate the outstanding advance, the Grantee shall, pursuant to Article III, entitled "Refunds and Interest Payments", of the Terms and Conditions, make repayment to A.I.D. of all unexpended portions of the advance dollar funds which are not obligated under this Grant at the time of submission of the Final Voucher.

6. Interest. Any interest earned on this advance account shall accrue to and be paid to the Agency for International Development.

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VOLUNTARY FOREIGN AID SERVICE
OFFICE OF MATERIAL RESOURCES
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

Appendix II

AGENCY LETTER NO. 8

February 19, 1965

To all voluntary agencies participating in the
overseas freight subsidy program

SUBJECT: Maximum Use of U. S. Carriers

Agency Letter No. 1 of January 13, 1961 called upon the voluntary agencies to make a special effort to increase the use of U. S. carriers to the maximum extent possible by using foreign carriers "only when U. S. carrier service is nonexistent or bookings cannot be obtained to meet firm delivery and program commitments."

We are very much aware and are most appreciative of the effort that the agencies have made to cooperate with this request, and we are also aware of the problems involved.

The expenditures for overseas freight on relief and rehabilitation supplies shipped in support of agencies' approved programs in Fiscal Year 1965 will reach approximately \$62 million dollars. In view of the gravity of the balance of payments problem we are asking the agencies to increase their efforts to ship on U. S. vessels.

To strengthen this request, to provide for record purposes a tangible confirmation of agency effort, and to avoid criticism of the agencies, each agency is requested to have attached to its foreign flag bills of lading submitted in support of reimbursement a certificate signed by the same official who signs the voucher as follows:

"I certify that this cargo has been offered to those U. S. flag carriers serving the ports of loading and discharge on a direct basis, and that none was able to accept this cargo within the limits of the available free time."

Copies of these certificates should be retained in the agencies' shipment files, available for inspection at any time, together with a list of the U.S. flag carriers solicited, name of the person contacted, date of contact and other pertinent information.

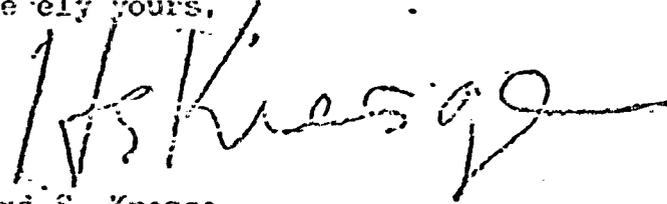
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Bills of lading covering shipments moving in non-U. S. flag vessels over routes where there is no U. S. flag service, and none anticipated, will be justified by reference to a "blanket" confirmation of non-availability. The latter will be issued, upon request through this office, by A.I.D. Resources Transportation Division.

The new procedure will apply to all bookings made after March 15, 1965.

Sincerely yours,



Howard S. Kresge
Director

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*N.P. [unclear]
[unclear]
[unclear]*

GRANT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA

AND

WORLD VISION RELIEF ORGANIZATION, INC.

THIS Grant Agreement, made and effective the twenty-fourth day of August, 1973, is between the United States of America, acting through the Agency for International Development (A.I.D.), and World Vision Relief Organization, Inc. (WVRO or Grantee), a non-profit corporation organized in the State of California with its principal offices located at 919 West Huntington Drive, Monrovia, California, 91016.

WHEREAS, the Government of the United States, in further response to the request of the Government of the Khmer Republic, wishes to assist the refugees of the Khmer Republic;

WHEREAS, WVRO is engaged in relief and other assistance in the Khmer Republic, and has proposed a program of further assistance for refugees there, including efforts to provide for their resettlement within the Khmer Republic;

WHEREAS, WVRO has expressed its willingness to receive and utilize additional assistance for such program in the Khmer Republic, and A.I.D. wishes to assist WVRO to carry out such program;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. The Grant.

A.I.D. hereby agrees to grant to the Grantee, pursuant to the Foreign Assistance Act of 1961, as amended, Five Hundred Thousand United States Dollars (\$500,000) to be used to assist in financing a program for refugee relief in the Khmer Republic aimed particularly at the resettlement of refugees in or near Phnom Penh. This program is more particularly described in Section 2, below.

Section 2. The Program.

Grantee, working in cooperation with the Government of the Khmer Republic and with other suitable organizations, will utilize the funds hereunder for assistance to refugees (or other war victims) in the Khmer Republic aimed particularly at measures which will, in the best judgment of Grantee, help toward the establishment of a refuge in or near Phnom Penh, together with, to the extent possible, self-sustaining provision for their needs. Elements of the program may include, as contained in Grantee's proposal submitted to A.I.D., the establishment of settlements for refugees living in temporary centers; provision of materials and guidance to the refugees to construct inexpensive but adequate dwellings; arrange works etc, which may include construction of, modest community centers; health centers, day care centers, educational centers or clinics; drinking water wells; enterprises, social and technical assistance for education of youth; the organization of vocational training courses; and the employment of Khmer by technical personnel required to implement the program.

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Section 2. Disbursements.

a) After execution of the Agreement, A.I.D., upon request (accompanied by A.I.D. voucher forms SF-1031, original and three copies), will disburse to Grantee the sum of Five Hundred Thousand Dollars (\$500,000), to be maintained in a separate account by Grantee.

b) Any interest earned on funds disbursed hereunder shall become the property of the United States Government and shall be paid to A.I.D., for deposit in the Treasury of the United States as miscellaneous receipts.

c) Except as A.I.D. may otherwise agree in writing, all disbursements by Grantee hereunder must be made no later than June 30, 1971. Any funds hereunder not by then disbursed by Grantee shall be returned to A.I.D.

Section 3. Use of Funds.

a) All funds made available by this Agreement shall be used by Grantee for the implementation of the program as described in Section 2 hereof. This assistance may be made available through programs established within the existing structures and services of the various ministries, bureaus, agencies and organizations involved and concerned with the plight of the refugees in the Kyrgyz Republic, or Grantee may use funds hereunder for assistance either directly to refugees or through other suitable organizations. Grantee shall supervise the distribution of items of assistance to assure that they reach the intended recipients.

b) None of the funds made available hereunder shall be used to replace assistance currently being made available by Grantee, nor be used in lieu of planned increases, if any, in Grantee's program of assistance in the Ruman Republic.

Section 5. Procurement.

a) For expenditures hereunder within the Ruman Republic, Grantee will purchase from the United States Diplomatic Mission, American Embassy, Bucharest, Rumania, such local commodities as necessary to finance local purchases of commodities, equipment and services required by the refugees and available locally.

b) Goods and services financed hereunder which are obtained from outside the Ruman Republic shall be of U.S. source and origin, except as A.I.D. may otherwise direct.

c) Transportation of commodities and materials financed hereunder to the Ruman Republic will be arranged in accordance with standard voluntary agency procedures as specified in A.I.D. letter No. 8, dated February 19, 1965. (Attachment 1)

d) In procurement financed hereunder, Grantee will invoke any privilege it may have or obtain to purchase or import commodities and materials free from tax or duty.

e) Procurement of goods and services hereunder shall be made at the lowest available price consistent with due regard for urgency of delivery and emergency conditions.

f) No vehicles for transportation by surface, water or air may be purchased hereunder without prior written approval of A.I.D.

g) Funds provided hereunder shall not be used, directly or indirectly, except with prior written approval of A.I.D., for salary, compensation or allowances of persons in the Kaiser Republic who are citizens of countries other than the Kaiser Republic or the United States.

Section 6. Reports.

a) The Grantee will submit quarterly reports to A.I.D., describing how the program was conducted, the results achieved, and problems and further requirements, if any. Such reports shall also contain an accounting of all expenditures of grant funds. The first such report shall be submitted as of September 30, 1973.

b) Grantee agrees to maintain appropriate records with respect to the administration of the program and to expenditures of grant funds, including records of the end use of materials and equipment financed hereunder, for at least three years subsequent to the expiration or termination date of this Agreement, and shall provide A.I.D. or its authorized representatives with such opportunity for inspection of records or audit as A.I.D. may reasonably request.

c) A.I.D. and Grantee shall, from time to time, at the request of either party, consult together with respect to this Agreement and its implementation.

d) Within ninety (90) days of the expiration or termination date of this Agreement, Grantee shall submit to A.I.D. a certification by a certified independent public accountant disclosing the receipt and expenditure of Grant funds by Grantee and the remaining balance, if any, and stating that he has examined the books and accounts of Grantee, and all other relevant documents thereto, and that the fiscal reports furnished A.I.D. represent true and accurate statements of expenditures incurred by Grantee under the terms of this Agreement. Any outstanding balance of Grant funds remaining in Grantee's account shall revert to A.I.D. upon the expiration or termination date of this Agreement.

Section 7. Termination and Refund.

a) A.I.D. may, upon determination that it is in the best interests of the United States, terminate this grant upon 45 days written notice to the Grantee. The Grantee may terminate its activities under this grant upon 45 days written notice to A.I.D. When the Grantee receives or gives such notice of termination, it shall take immediate action to minimize expenditures and obligations financed by this grant and cancel such obligations whenever possible, except for expenditures reasonably incurred by it pursuant to this grant up to the effective date of the termination; provided, that upon written request of A.I.D. within 30 days after the effective date of such termination, the Grantee shall assign to A.I.D. all its assignable rights, title and interest in and to any property acquired by it hereunder.

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b) If A.I.D. determines that any disbursement made pursuant to this Grant is not made or used in accordance with the purposes of this Agreement, Grantee shall refund such amount to A.I.D. within thirty (30) days after receipt of a request therefor, provided that such request by A.I.D. shall be made not later than three (3) years after the date specified in Section 3 (c) hereof. Notwithstanding the fact that A.I.D. may have invoked its right to terminate the Agreement, the rights of A.I.D. set forth in this paragraph shall remain in force after such termination.

Section 8. Miscellaneous.

a) 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. For breach or violation of this warranty, A.I.D. shall have the right to annul this grant without liability or in its discretion have returned to it the full amount of such commission, percentage, brokerage, or contingent fee.

b) 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.

Section 9. Use of Representatives.

a) All actions required or permitted to be performed or taken under this Agreement by Grantee or A.I.D. may be performed by their respective duly authorized representatives.

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b) Grantee hereby designates the Director, WVRO, 919 West Huntington Drive, Monrovia, California, 91016, as its representative with authority to designate in writing other representatives of Grantee in its dealings with A.I.D. Grantee's representatives designated pursuant to the preceding sentence, unless A.I.D. is given notice otherwise, shall have authority to agree on behalf of Grantee to any modification of this Agreement. Until receipt by A.I.D. of written notice of revocation by Grantee of the authority of any of its representatives, A.I.D. may accept the signature of such representative on an instrument as conclusive evidence that any action effected by such instrument is authorized by Grantee.

Section 10. Communications.

Any notice, request, or other communication or any document given, made, or sent by Grantee or A.I.D. pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered by hand or by mail, or telegram, cable, or radiogram to such party at the following addresses:

To Grantee: Mail Address:
World Vision Relief Organization, Inc.
919 West Huntington Drive
Monrovia, California 91016

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To A.I.D.: Mail Address:

Bureau for Supporting Assistance
United States Agency for International Development
Washington, D.C. 20523

IN WITNESS WHEREOF, WVRO and A.I.D., each acting through its
respective duly authorized representative, have caused this Agree-
ment to be signed in their names and delivered as of the date and
year first above written.

WORLD VISION RELIEF ORGANIZATION INC.

BY: W. Stanley Mooneyham

NAME: W. Stanley Mooneyham

TITLE: President

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: Robert E. Nooter

NAME: Robert E. Nooter
Assistant Administrator

TITLE: Bureau for Supporting Assistance

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VOLUNTARY FOREIGN AID SERVICE
OFFICE OF MATERIAL RESOURCES
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D. C. 20523

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The new procedure will apply to all bookings made after March 15, 1965.

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(signed)

Howard S. Kresge
Director

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