

(P) FAC 660

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

FEB 14 1975

Dr. Ove R. Nielsen  
Assistant Executive Secretary  
Lutheran World Relief  
315 Park Avenue South  
New York, New York 10010

Subject: Grant No. AID/ea-G-1085  
PIO/T 442-007-3-6858202  
Allotment Symbol: 530-68-442-00-69-51

Dear Dr. Nielsen:

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 Lutheran World Relief (hereinafter referred to as "LWR" or "Grantee") the sum of one hundred twenty-six thousand two hundred dollars (\$126,200) in support of the Grantee's programs in the Khmer Republic as more fully described in Attachment "A" to this Grant entitled, "Purpose and Implementation of Grant."

This Grant is effective as of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period December 1, 1974 through December 31, 1975.

The Grant is made to the Lutheran World Relief on condition that the funds will be administered essentially as described in your proposal and in accordance with the terms and conditions as set forth in Attachment A entitled "Purpose and Implementation of Grant," Attachment B entitled "Standard Provisions," and Attachment C entitled "Payment Provisions" all of which have been agreed to by your organization.

Dr. Ove R. Nielsen

Page 2

Please sign 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 original and (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,



A. Bjorlykke  
Grant Officer  
Regional Operations Division - EA  
Office of Contract Management

**Attachments:**

- A. Purpose and Implementation of Grant
- B. Terms and Conditions
- C. Payment Provisions

**ACCEPTED:**

LUTHERAN WORLD RELIEF

BY: 

TITLE: Assistant Executive Secretary

DATE: 2/24/75

**A. PURPOSE OF GRANT**

To improve the health of Cambodians living in the Phnom Penh area through the implementation of a Public Health/Health Education Program and a Medical Care Support Program.

**B. SPECIFIC OBJECTIVES**

The specific objective of this Grant is to place an 18 man medical and health team in service in Cambodia

**C. IMPLEMENTATION**

To achieve the above objectives the Grantee shall carry out the following activities with funds provided by the Grant.

1. Assist MOH health teams to provide medical care in dispensaries and support selected dispensaries with medical supplies and equipment

2. Carry out selected Preventive Medicine/Health Education sub-projects such as health-hygiene-sanitation education, maternity and child care, nutrition training, immunizations and special assistance to widows and persons who care for orphans.

3. The Grantee agrees to deploy members of his team to help meet exceptional emergency medical needs in Cambodia when requested by the MOH or USAID with MOH endorsement.

**D. REPORTING**

By the 15th day of each month from February 1, 1975, forward, LWR will submit to USAID/Cambodia with a copy to AID/W a narrative report in English on LWR's program activities for the preceding calendar month. The report should describe the work accomplished under each of the two activities noted in the Scope of Services section (including a statistical recapitulation of persons benefited), proposals for expansion of these activities or initiation of new activities, and problems which have arisen during the month. In addition, the monthly report should include a financial section indicating:

"Grant No. \_\_\_\_\_  
Budget Category \_\_\_\_\_

	Total Expenditures	
	<u>To Date</u>	<u>This Period</u>
1.	\$	\$
2.	\$	\$
etc.		

E. BUDGET

The funds provided herein shall be used to finance the following:

1. International and In-City Travel	\$ 13,200
2. Medical Supplies & Equipment, Pharmaceuticals & Vaccines	100,000
3. Other Miscellaneous Expenses	<u>13,000</u>
Total	\$126,000

The Grantee may not exceed the total amount of the Budget. Adjustments among the line items are unrestricted.

Terms and Conditions

Index

ARTICLE I	ALLOWABLE COSTS AND PAYMENT
ARTICLE II	ACCOUNTING, AUDIT AND RECORDS
ARTICLE III	REFUNDS
ARTICLE IV	INELIGIBLE COUNTRIES
ARTICLE V	EQUAL OPPORTUNITY EMPLOYMENT
ARTICLE VI	TERMINATION
ARTICLE VII	OFFICIALS NOT TO BENEFIT
ARTICLE VIII	COVENANT AGAINST CONTINGENT FEES
ARTICLE IX	AMENDMENT
ARTICLE X	GRANT AGREEMENT
ARTICLE XI	NOTICES
ARTICLE XII	NONLIABILITY
ARTICLE XIII	PROCUREMENT OF EQUIPMENT, VEHICLES, SUPPLIES, MATERIALS AND SERVICES
ARTICLE XIV	SALARIES
ARTICLE XV	TRAVEL AND TRANSPORTATION
ARTICLE XVI	PROHIBITION ON ABORTION RELATED ACTIVITIES
ARTICLE XVII	SUBORDINATE AGREEMENTS
ARTICLE XVIII	CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY
ARTICLE XIX	REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES
ARTICLE XX	TITLE TO AND USE OF PROPERTY

I. ALLOWABLE COSTS AND PAYMENT

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.

II. ACCOUNTING, RECORDS, AND AUDIT

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.

III. REFUNDS

A. 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.

B. 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.

C. 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.

VII. 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; but this provision shall not be construed to extend to this Grant if made with a corporation for its general benefit.

VIII. COVENANT AGAINST CONTINGENT FEE

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.

IX. AMENDMENT

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.

X. GRANT AGREEMENT

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 Grantee Agreement.

XI. 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, registered or regular mail as follows:

To AID Grant Officer  
Regional Operations Division - EA  
Office of Contract Management  
Agency for International Development  
Department of State  
Washington, D.C. 20523

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

**XII. NONLIABILITY**

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

**XIII. PROCUREMENT OF EQUIPMENT, VEHICLES, SUPPLIES, MATERIALS AND SERVICES**

A. Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraphs B, C, and D 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."

B. 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.

**XII. NONLIABILITY**

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

**XIII. PROCUREMENT OF EQUIPMENT, VEHICLES, SUPPLIES, MATERIALS AND SERVICES**

A. Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraphs B, C, and D 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 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."

B. 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.

C. Printed or audio visual teaching materials may, to the extent necessary, be purchased outside the United States when:

1. Effective use of the materials depend on their being in the local language, and
2. 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:

- a. The AID receiving country
- b. Countries falling within AID Geographic Code 901
- c. Other Countries falling within AID Geographic Code 899

AID Geographic Codes are defined in AIDPR 7-6.5201.1.

D. 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 A 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.

E. 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.

F. 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 B obtain competition to the maximum extent possible. In addition to the foregoing, for purchase 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:

1. Brief general description and quantity of commodities or services;
2. Closing date for receiving quotations or bids;
3. Address where invitations or specifications may be obtained.

G. 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.

#### XIV. SALARIES

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.

#### XV. TRAVEL AND TRANSPORTATION

A. 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.

B. 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.

C. 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.

1. 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:

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

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

c. 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;

d. 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

e. 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.

**XVI. PROHIBITION ON ABORTION RELATED ACTIVITIES**

No funds made available under this Grant will be used to support the following activities: 1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; 2) special fees or incentives to women to coerce or motivate them to have abortions; 3) payments to persons to perform abortions or to solicit persons to undergo abortions; 4) information, education, training, or education programs that seek to promote abortion as a method of family planning.

**XVII. SUBORDINATE AGREEMENTS**

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.

**XVIII. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY**

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.

**XIX. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES**

A. 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.

B. The sale of personal property or automobiles by Grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the mission, except as this may conflict with host government regulations.

C. Other than work to be performed under this Grant for which an employee 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, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

D. The Grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

E. 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.

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

XX. TITLE TO AND USE OF PROPERTY

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

A. 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.

B. The Grantee agrees to use and maintain the property for the purpose of the grant.

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

1. 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.

2. 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.

PERIODIC GRANT DISBURSMENT

Each month, or at less frequent intervals as agreed upon in advance, Grantee will submit to the AID Controller 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 this period	\$xxx
Expended to date	\$xxx
(By Line Item)	
1.	\$xxx
2.	\$xxx
3.	\$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

[Signature]

TITLE

Assistant Executive Secretary

DATE

2/24/75