

PART ONE: COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement Number: NEB-0201-A-00-5190-00		5. Organization Symbol: AICLC	
4. Contractor/Recipient Name: American Israeli Civil Liberties Coalition		7. Organization Symbol: ANE/TR	
6. Project Title: Human Rights Education		7. Project Officer's Name: W. Miner	
9. Requisitioning Document ID No: 298-0201-3-5629012		19. Budget Plan Code: NDAA-85-33298-DG12 App. 72-1151021.6 All. 546-62-298-00-69-51	
10. TYPE OF ACTION: A. New Acquisition/Assistance <input checked="" type="checkbox"/> A B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		20. Country or Region of Performance: Regional (Israel)	
11. Amount of this PIO/T: Obl. U.S. \$ 118,000 (inc.)		21. a. This Action Increases TEC by \$ 118,000 b. Total Est. Cost of Contractual Document: \$ 118,000	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 118,000		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ 135,000	
13. Cumulative Obligation: U.S. \$ 118,000		23. Effective Date of this Action: 9/26/85	
14. This Action Funded Through: 9/29/87		24. Estimated Completion/Expiration Date: 9/29/85	
15. Date Contractual Documents Signed by AID Official: 9/26/85		25. Contractor DUNS Number: 9920311930	
16. Incrementally Funded Contract: No		26. Consultant Type Award: NA	
17. Host Country/Counterpart Inst. (Univ. Contracts): N/A		27. Number of Person Months (PASA/PSSA only): N/A	
18. Campus Coordinator (Univ. Contracts): N/A		28. Number of Persons (PASA/RSSA only): N/A	
29. Negotiator's Typed Name: A Eisenberg		30. Negotiator's Signature: [Signature]	
31. Date Signed: 9/10/85		32. Contract/Grant Officer's Organization Symbol: ROD/NE	
33. Contract/Grant Officer's Signature: [Signature]		34. Date Signed: 9/13/85	

PART TWO: COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY

35. SELECTION PROCEDURES: A. Formally Advertised B. Negotiated Price Competition, General Procedure C. A&E D. Ed. Inst. and/or Int'l. Research E. Collaborative Assistance F. Predominant Capability G. Unsolicited Proposal		H. Procurement to be Performed by the Contractor in Person <input checked="" type="checkbox"/> G I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection L. Grant/Cooperative Agreement M. Noncompetitive N. Small Business Set Aside O. Overseas Procuring Activities	
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STAT 5-0000
OCT 16 1985
ENTERED

Abraham [Signature]

36. CONTRACT TYPE:
A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) D
B. Cost Reimbursement (Specify: CR, CPF-F, CS, CPAF, CPF)
C. IOC & Requirements Contracts *Grant*
D. Other

37. ADVANCE:
A. No Advance A
B. Advance Non-FRLC
C. Advance FRLC

38. SUBJECT TO STATUTORY REQUIREMENT:
A. Walsh-Healey Act, Manufacturer* E
B. Walsh-Healey Act, Regular Dealer*
C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers)
D. Davis-Bacon Act (Construction)
E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts)
* Equipment, Supplies, Materials, and Commodities

39. Country of Manufacture (Specify) India

40. CURRENCY INDICATOR:
A. U.S. Dollar A
B. Local Currency
C. Combination
D. Unfunded

41. SUBCONTRACTS:
Is There a Provision for a Subcontract? (Contracts only) NO

42. TYPE SERVICE:
A. Training of Participants B
B. Technical Assistance to Host Country (Program, Project related except A&E Services)
C. A&E Services
D. Construction
E. Research
F. Technical Services to AID (other than training; usually operating expense)
G. Training Service for AID
H. Equipment, Materials, Supplies, Commodities
I. Translation Service

43. CONTRACT/AGREEMENT SOURCE:
A. U.S. Contractor/Grantee A
B. Non-U.S. Contractor/Grantee
C. Combination of A & B

44. TYPE OF AMERICAN OWNERSHIP:
 Minorities G
A. Asian/Pacific Islander
B. Black American
C. American Aleuts or Eskimos
D. American Indian
E. Hispanic
F. Other (Specify) _____
G. Non-Minority

45. LABOR SURPLUS AREA PREFERENCE:
 Labor Surplus Area D
A. No Preference
B. Tie Bid Preference
C. Total Set Aside
D. Not a Labor Surplus Area Preference Award

46. Number of Bidders Offering Items or Services of Foreign Content: 1

47. TYPE OF BUSINESS:
A. Source: Non-U.S. and Used Outside U.S. & Possessions G
B. Source: Non-U.S. and Possessions (Foreign Purchases Used inside U.S.) (If U.S. Source, complete C through Q)
C. Firm - Profit Making & PSC's
 Non-Profit Organizations
D. Private Educational Organizations
E. Hospitals
F. Research Institutions, Foundations, and Laboratories
G. Other
 Private Voluntary Organizations
H. U.S. Registered
I. U.S. Non-Registered
J. Foreign
 State/Local Government
K. Educational Institutions
L. Hospitals
M. Research Organizations
N. Other
O. International Agricultural Research Organizations
P. Public International Organizations
Q. U.S. Cooperatives

48. Women Owned Business? Yes

49. TYPE AWARD:
 Small Business H
A. Not Set Aside
B. Partial Set Aside
C. Total Set Aside
D. Personal Service Contract
E. Individual Non-Personal Service Contract
F. U.S. Government
G. University
H. Other Non-Profit Organizations
I. Large Businesses

50. Paying Office:
Payment will be made by AID/USAID

DEC 9 1985

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

SEP 26 1985

Phillipa Strum
President
American-Israeli Civil Liberties Coalition, Inc.
15 East 26 St.
New York, NY 10010

Subject: Cooperative Agreement No. NEB- -0201-A-00-5190-00

Dear Dr. Strum:

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 American-Israel Civil Liberties Coalition, Inc. hereinafter referred to as "AICLC" or "Recipient") the sum of One Hundred Eighteen Thousand Dollars (\$118,000) to provide support for a program in the production of video instructional tapes on civil and human rights as more fully described in the Schedule of this cooperative agreement and the Attachment 2, entitled "Program Description".

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending the estimated completion date of September 29, 1987. Funds disbursed by AID but uncommitted by the Recipient at the expiration of this period shall be refunded to A.I.D.

The total estimated amount of the program is \$118,000, all of which is hereby obligated. AID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled the Schedule, Attachment 2, entitled "Program Description," and Attachment 3, entitled "Standard Provisions," which have been agreed to by your organization.

Please acknowledge receipt and acceptance of this Cooperative Agreement by signing all copies of this Cover Letter, retain one set for your files, and return the remaining copies to this office, being sure to return all copies marked "Funds Available".

Sincerely yours,

Edward H. Thomas

Edward H. Thomas
Grant Officer
Regional Operations Division-NE
Office of Contract Management

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:

AMERICAN ISRAELI CIVIL LIBERTIES COALITION, INC.

BY: _____

TYPED NAME: Philippa Strum

TITLE: President

FISCAL DATA

PIO/T No.: 298-0201-3-5629012
Appropriation No. :72-1151021
Budget Plan Code: NDAA-85-33298-DG-12
Allotment No.: 546-62-298-00-69-51
This Obligation: \$118,000
Total Estimated Cost: \$118,000
DUNS No.: 99-203-1930
Technical Office: ANE/TR/HRD
Funding Source: AID/W

Strum
e/c 4190

ATTACHMENT 1

SCHEDULE

A. Purpose of Cooperative Agreement:

The purpose of this Cooperative Agreement is to provide support for the production of video instructional tapes on civil and human rights, as more specifically described in Attachment 2 to this Agreement entitled "Program Description."

B. Period of Cooperative Agreement:

The effective date of this Agreement is the date of the Grant Officer's signature and the estimated expiration date is September 29, 1987.

C. Amount of Cooperative Agreement and Payment:

1. AID hereby obligates the amount of \$118,000 for the purposes of this Agreement.

2. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3 - Standard Provision No. 7C entitled "Payment - Reimbursement."

D. Financial Plan:

1. The following is the Financial Plan for this Agreement. Revisions to this Plan shall be made in accordance with Standard Provision No. 6 entitled "Revision of Financial Plans."

Salaries	\$51,460
Studio/Equipment Rental	57,200
Other Direct Costs	9,340
Total	\$118,000

2. Without the prior written approval of the AID Grants Officer, the Recipient may not exceed the Grand Total set forth in the budget, nor may the Recipient adjust the costs for any individual line item by more than 15% of such line item.

E. Substantial Involvement Understanding:

It is understood and agreed that AID will be involved in the following:

As soon as possible, but prior to production of any videos, the AICLC shall inform AID, through the responsible project officer, as to the precise title and subject matter of each intended

production. Should AID feel the subject matter does not adhere to either the originally intended topics or criteria for alternatives, it will inform the AICLC within three weeks of receipt of the information and either mutually acceptable changes will be made or an alternative subject matter will be proposed. Lack of notice of concern as to topic choice within the three-week period by AID to the AICLC will signify acceptance and agreement for AICLC to proceed through final production.

F. Reporting:

1. Financial Reporting

a. Financial reporting requirements shall be in accordance with the Standard Provision of this Agreement entitled "Payment - Reimbursement".

b. The original and two copies of all financial reports shall be submitted to AID, Office of Financial Management, Program Accounting Division (FM/PAD), Washington, D.C. 20523. In addition, five copies of all financial reports shall be submitted to the Technical Office specified in the Cover Letter of this Agreement.

2. Program Performance Reporting

a. The Recipient shall submit semi-annual program performance reports, and a final report, which briefly present the following information:

(1) The status of all activities and project schedules for the next six months. Each report will include a brief synopsis of any new scripts written to date. In addition, AICLC shall provide to AID two copies of all tapes produced and an English translation of each script within two months of the final production of each tape.

(2) Reasons why established goals were not met, and

(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

b. Between the required performance reporting dates, events may occur that have significant impact upon the program. In such instances, the Recipient shall inform AID as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods.

This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any AID assistance needed to resolve the situation.

(2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.

c. If any performance review conducted by the Recipient discloses the need for change in the budget estimates in accordance with the criteria established in the Standard Provision of this Agreement entitled "Revision of Financial Plans", the Recipient shall submit a request for budget revision.

d. Five copies of each program performance report shall be submitted to the Technical Office specified in the Cover Letter of this Agreement.

3. Special Reports

The Recipient shall provide special reports as requested by the AID Grant Officer. Special reports will be requested by the Grant Officer only when in his reasonable judgement, special circumstances have arisen which require information to supplement the regular reports otherwise received.

G. Title to Property:

Title to property purchased under this agreement shall vest in the Recipient.

H. Special Provision:

1. OMB Circular A-122

The Circular reserves the sections on bid and proposal costs and independent research and development costs. AID and the Recipient hereby agree upon the following treatment of these costs, pending such time as the Circular is amended to include them:

a) Bid and proposal (b&p) costs are the immediate costs of preparing bids, proposals, and applications for potential activities such as Government and non-Government grants, contracts and agreements, including the development of scientific, cost, and other data needed to support the bids, proposals, and applications. In general, (b&p) costs of the current accounting period are allowable as indirect costs. (B&p) costs of prior accounting periods are unallowable in the current period. In this regard, (b&p) costs incurred for the preparation of requests for specific projects and programs are acceptable for recovery as indirect costs. However, proposal costs incurred in the attempt to obtain unrestricted funds are to be treated as fund raising and must be

included in the organization's direct cost base. If the organization's established practice is to treat (b&p) costs by some other method, the results obtained may be accepted only if found to be reasonable and equitable. (B&p) costs do not include independent research and development costs which are covered by paragraph (2) below, or preaward costs covered by Attachment B, Paragraph 33, of OMB Circular A-122.

b) Independent research and development (r&d) costs are for (r&d) conducted by an organization which is not sponsored by Federal or non-Federal grants, contracts or other agreements. Independent (r&d) costs must be included in the organization's direct cost base for allocation of its proportionate share of indirect costs. The costs of independent (r&d), including its proportionate share of indirect costs, are unallowable under AID agreements.

2. Close out

a. Upon request, A.I.D. shall make prompt payments to a recipient for allowable reimbursable costs under the agreement.

b. The Recipient shall immediately refund any balance of unobligated (unencumbered) cash that A.I.D. has advanced or paid and that is not authorized to be retained by the Recipient for use in other grants or agreements.

c. A.I.D. shall obtain from the Recipient within 90 calendar days after the date of completion of the agreement all financial, performance, and other reports required as the condition of the agreement. A.I.D. may grant extensions when requested by the recipient.

d. When authorized by the agreement, A.I.D. shall make a settlement for any upward or downward adjustments to A.I.D.'s share of costs after these reports are received.

e. The Recipient shall account for any property acquired with A.I.D. funds or received from the Government in accordance with provisions of paragraph T of Chapter 1 of HB 13.

I. Alterations and Additions to Standard Provisions:

1. In Attachment 3, Standard Provisions, delete the words "Grant" and "Grantee" wherever they appear and substitute in lieu thereof the words "Cooperative Agreement" and "Recipient".

2. Delete Standard Provisions No. 5A, 5B, 7A, 7B, 13B, and 13C.

3. The Standard Provisions of this Agreement are hereby amended to include the attached Alterations in Grant dated November 1984.

PROGRAM DESCRIPTION

A. Objective

Israel, long regarded as the outstanding democracy in the Middle East, was established largely by western Jewish immigrants and their descendants. They brought with them well established belief in the ideologies of democracy and freedom of western European civilization. Recent events, as well as specific studies, have indicated decreased understanding of and support for democracy and equal rights for all among Israel's younger, especially non-western and native born, populations.

The objective of this project is to contribute to efforts to educate Israeli younger generations of Jews and Arabs as to the fundamental principles and institutions of democracy, and the needs and justifications for the protection of the basic liberties, civil and human rights of all peoples.

B. Scope of Work

The grant will fund the writing, production, filming and final editing of seven to eight video instructional tapes for presentation suitable for schools and general television audiences in Israel.

The American Israeli Civil Liberties Coalition will work in collaboration with the Israeli organization, Kol Koreh. AICLC will be responsible for all elements of this activity including the production of scripts, choice of performers and obtaining of services for filming and editing.

Production of eight videos are projected. The following is an illustrative list of proposed topics.

1. Citizenship and the Rule of Law
2. Individual Sovereignty, Civil Liberties and Civil Rights
3. Constitutional and Parliamentary Democracy
4. Constitutions and Bills of Rights
5. Media, Freedom of Information and Censorship
6. Speech and Assembly; the Societal Role of Dissent
7. Rights of the Accused
8. Building Civil Liberties into Political, Social and Cultural Institutions

The AICLC shall retain the right to alter titles and subjects as long as they conform to the basic subject matter above or to alternate issues directly supportive of civil and political rights, adherence to the rule of law through a legal framework conducive to civil and political rights, free election, free speech, free exercise of religion, development of democratic principles and institutions that promote human rights, development of human rights organizations, equal access of women and minority groups to political and judicial processes and upon such other subjects as A.I.D. and AICLU shall mutually decide.

All productions will be in both Hebrew and Arabic.

**U.S. Grantees and U.S. Subgrantees
NONPROFIT ORGANIZATIONS—OTHER THAN EDUCATIONAL INSTITUTIONS
INDEX OF
STANDARD PROVISIONS**

- | | |
|--|--|
| <ul style="list-style-type: none"> 1. Allowable Costs and Contributions (Nonprofit Organizations—Other Than Educational Institutions) 2. Accounting, Audit and Records 3. Refunds 4. Nondiscrimination in Federally Assisted Programs 5A. Negotiated Overhead Rates—Predetermined 5B. Negotiated Overhead Rates—Nonprofit Organizations Other Than Educational Institutions 6. Revision of Financial Plans 7A. Payment—Federal Reserve Letter of Credit (FRLC) Advance 7B. Payment—Periodic Advances 7C. Payment—Reimbursement 8. Travel and Transportation 9. Ocean Shipment of Goods 10A. Procurement of Goods and Services Under \$250,000. 10B. Procurement of Goods and Services Over \$250,000 11. Local Cost Financing With U.S. Dollars 12. Government Furnished Excess Personal Property 13A. Title to and Use of Property (Grantee Title) 13B. Title to and Care of Property (U.S. Government Title) | <ul style="list-style-type: none"> 13C. Title to and Care of Property (Cooperating Country Title) 14. Conversion of United States Dollars to Local Currency 15. Termination 16. Voluntary Participation 17. Prohibition on Abortion—Related Activities 18. Voluntary Participation Requirements For Sterilization Programs 19. Publications 20. Patents 21. Regulations Governing Employees Outside The United States 22. Subordinate Agreements 23. Salaries 24. Ineligible Countries 25. Disputes 26. Participant Training 27. Health and Accident Coverage for AID Participant Trainees 28. Use of Pouch Facilities 29. U.S. Officials Not To Benefit 30. Covenant Against Contingent Fees 31. Nonliability 32. Amendment 33. The Grant 34. Notices |
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--SEE FOOTNOTE ON PAGE 22--

If the institution is not on a predetermined rate basis, omit 5A; otherwise use both provisions.

Select only 1 payment provision from Group 7.

Select only 1 procurement provision from Group 10.

Select only 1 title provision from Group 13, if title to all property is vested in one entity; however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 13 and identify the categories and entities in the Schedule of the Grant.

1. ALLOWABLE COSTS AND CONTRIBUTIONS (NONPROFIT ORGANIZATIONS—OTHER THAN EDUCATIONAL INSTITUTIONS)

(This provision is applicable to nonprofit organizations other than educational institutions)

(a) 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 reasonable, allocable, and allowable in accordance with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and

(3) cost principles contained in OMB Circular A-122 entitled "Cost Principles for Nonprofit Organizations" in effect on the date of this grant (hereinafter referred to as "applicable cost principles").

(b) If Grantee contributions in the form of cost sharing/matching are required under this grant, the allowability of costs applied to the grant for such contributions shall be determined by the Grant Officer in accordance with the terms of paragraph 1K, "Cost Sharing and Matching" of Handbook 13 in effect on the date of this Grant.

11

ALTERATIONS IN GRANT

The following alterations have been made in the standard provisions of this grant:

1. Standard Provision No. 7A entitled "Payment - Federal Reserve Letter of Credit (FRLC) Advance" is deleted in its entirety and Attachment A entitled "Payment - Letter of Credit (August 1984)" is substituted.
2. Standard Provision No. 7B entitled "Periodic Advance" is changed as follows:
 - a. Applicability Statement: Delete "an FRLC" and substitute "a letter of credit".
 - b. Paragraph (c): Delete "an original and two copies" and substitute "one copy".
3. Standard Provision No. 7C entitled, "Payment - Reimbursement": In the applicability statement, delete "an FRLC" and substitute "a letter of credit".
4. Standard Provision No. 8, entitled "Travel and Transportation", is deleted in its entirety and Attachment B entitled "Air Travel and Transportation" is substituted.
5. Standard Provision No. 9, entitled "Ocean Shipment Of Goods" is deleted in its entirety and Attachment C, entitled the same, is substituted.
6. Standard Provision No. 10A, entitled "Procurement of Goods and Services Under \$250,000": Delete paragraph (c) and substitute the following:

"(c) Geographic Source and Order of Preference

All goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursed under this grant, and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

- (1) The United States (AID Geographic Code 000),
- (2) The cooperating country,

(3) "Selected Free World" countries (AID Geographic Code 941),

(4) "Special Free World" countries (AID Geographic Code 935)."

7. Standard Provision No. 10B, entitled "Procurement of Goods and Services Over \$250,000": Delete paragraph (d) in its entirety and substitute the language shown in Attachment D.

8. Standard Provision No. 13A, entitled "Title To and Use of Property (Grantee Title)":

a. Delete "(1)" under paragraph (c), and

b. Delete subparagraph (2) in its entirety under paragraph (c).

9. Standard Provision No. 15 entitled "Termination" is amended as follows:

a. Change the title of Standard Provision No. 15, dated 2-82, to read: "TERMINATION AND SUSPENSION".

b. Delete paragraph (d) in its entirety and substitute the following:

"(d) Suspension: Termination for Changed Circumstances
If at any time AID determines (1) that disbursement by AID would be in violation of applicable law, or (2) that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States, then AID may, following notice to the Grantee, suspend this Grant and prohibit the Grantee from incurring additional obligations chargeable to this grant other than necessary and proper costs in accordance with the terms of this Grant during the period of suspension. If the situation causing the suspension continues to pertain for 60 days or more, then AID may terminate this Grant on written notice to the Grantee and cancel that portion of this Grant which has not been disbursed or irrevocably committed to third parties. Financial settlement of this Grant shall be governed by the termination procedures specified in paragraph (c) above.

10. Standard Provision No. 16, entitled "Voluntary Participation": Delete the applicability statement and substitute the following: "(This provision is applicable to all grants involving any aspect of family planning or population assistance activities.)"

11. Standard Provision No. 17, entitled "Prohibition on Abortion-Related Activities":

a. Delete the applicability statement and substitute the following: "(This provision is applicable to all grants involving any aspect of family planning or population activities.)"

b. Add the following to the last line of paragraph (a):
"; (5) lobbying for abortion."

c. Delete paragraph (b) and substitute the following:

"(b) No funds made available under this Grant will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortion is not precluded."

d. Add paragraph (c) as follows:

"(c) The Grantee shall insert paragraphs (a), (b), and (c) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder."

12. Standard Provision No. 20, entitled "Patents", is deleted in its entirety and Attachment E, entitled "Patent Rights", is substituted.

13. Standard Provisions No. 26 and 27 entitled, "Participant Training" and "Health and Accident Coverage for AID Participant Trainees", respectively, are deleted in their entirety and Attachment F, entitled "Participant Training", is substituted.

7A. Payment - Letter of Credit (AUGUST 1984)

(This provision is applicable only when the following conditions are met: (i) the total advances under all the grantee's cost-reimbursement contracts and assistance instruments with AID exceed \$120,000 per annum, (ii) AID has, or expects to have, a continuing relationship with the grantee for at least one year; (iii) the grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof; (iv) the grantee's financial management system meets the standards for fund control and accountability required under the standard provision of this grant, entitled "Accounting, Audit, and Records" and, either (v) the foreign currency portion of the total advance under this grant is less than 50% or (vi) the foreign currency portion of the total advance under this grant is more than 50% but more than one foreign currency country is involved.)

(a) Payment under this grant shall be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by AID's Office of Financial Management, Program Accounting and Finance Division (M/PM/PAPD).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/PM/PAPD constitute payment conditions of this grant, superseding and taking precedence over any other provision of this grant concerning payment.

(c) Reporting:

(1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of the period, in an original and two copies to AID/M/PM/PAPD, Washington, D.C. 20523. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant to M/PM/PAPD. In cases where grants are Mission funded, the grantee will forward an information copy to the AID Mission accounting station at the same time the original and one copy are mailed to M/PM/PAPD, AID/Washington.

(2) The grantee shall submit an original and one copy of SF-272, "Federal Cash Transactions Report," within 15 working days following the end of each quarter to M/PM/PAPD. Grantees receiving advances totaling more than \$1 million per year shall submit the SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report all cash advances in the Remarks section of SF-272. Those cash advances in excess of immediate disbursement requirements in the hands of subrecipients or the grantee's field organizations shall be supported by short narrative explanations of action taken by the grantee to reduce the excess balances.

(d) Revocation of the LOC is at the discretion of the authorized LOC certifying officer of M/PM/PAPD after consultation with the grant officer. Notification of revocation must be in writing and must specify the reason for revocation. PM/PAPD shall provide the grant officer a copy of the revocation notice and a recommendation for an alternative method of payment (periodic advance or cost reimbursement) based upon the reasons for the revocation. The grant officer shall immediately amend this agreement to provide for an appropriate alternative method of payment. The recipient may appeal any such revocation to the grant officer.

BEST AVAILABLE DOCUMENT

8. AIR TRAVEL AND TRANSPORTATION (OCTOBER 1984)

(This provision is applicable when any costs for air travel or transportation are included in the budget).

(a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, not in no event at least three weeks before travel is planned to commence. At least one week prior to commencement of approved international travel, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer, of planned travel, identifying the travelers and the dates and times of arrival.

(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, AID will, after receipt of advice of intent to travel required above, either issue a U.S. Government S.F. 1169, 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) All air travel and shipments under this grant are required to be made on United States flag air carriers to the extent service by such carriers is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the United States and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier otherwise available cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) U.S. flag air carrier service is considered available even though:

1. Comparable or a different kind of service can be provided at less cost by a foreign air carrier;
2. Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

3. Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

(f) Except as provided in paragraph (b) of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel in service provided by such carriers as available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the United States being performed by foreign air carrier:

1. U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;
2. Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or
3. Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.

(g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last departs enroute to the U.S. or at which he first departs incident to travel from the U.S.), passenger service by U.S. flag air carrier will not be considered available:

1. Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier;

2. Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the United States would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the United States the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:

1. If travel by foreign air carrier would eliminate two or more aircraft changes enroute;

2. Where one of the two points abroad is the gateway airport (as defined in paragraph (g) of this section) enroute to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

3. Where the travel is not part of a trip to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.

(i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above-guidelines shall preclude the use of penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.

(k) Where U.S. Government funds are used to reimburse the grantee's use of other than U.S. flag carriers for international transportation, the grantee will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth above).

(1) International Travel

(1) As used herein, the term "international travel" means travel to all countries other than those within the home country of the traveler. Travel outside the United States includes travel to the U.S. Trust Territories of the Pacific Islands.

(2) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance is the Standardized Regulations Government Civilians, Foreign Areas, published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances shall be obtained from the grant officer.

(3) This provision will be included in all subgrants and contracts which require air travel and transportation under this grant.

REST AVAILABLE DOCUMENT

9. OCEAN SHIPMENT OF GOODS (OCTOBER 1984)

(This provision is applicable when goods purchased with funds provided under this grant are transported to cooperating countries on ocean vessels).

(a) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the AID Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows:

"I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, D.C. 20590, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement."

(e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies (22 CFR 202)".

Procurement of Goods and Services Over \$250,000

"(d) **Nationality.** Except as specified in paragraph (c) of this provision, in order to be eligible for AID financing under this grant, suppliers, contractors, or subcontractors must fit one of the following categories:

(1) **Suppliers of commodities.** A supplier providing goods under this grant must fit one of the following categories for the costs of such goods to be eligible for AID financing:

(i) An individual who is a citizen of, except as provided in paragraph (d)(7) of this clause, a legal resident of a country or area included in the authorized geographic code;

(ii) A corporation or partnership organized under the laws of a country or area included in the authorized geographic code;

(iii) A controlled foreign corporation, i.e., any foreign corporation of which more than 50 percent of the total combined voting power of all classes of stock is owned by United States shareholders within the meaning of Section 957 et seq. of the Internal Revenue Code, 26 U.S.C. 957; or

(iv) A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which are eligible under any of the foregoing categories.

(2) **Privately owned commercial suppliers of services.** An individual or a privately owned commercial firm is eligible for financing by AID under this grant as a contractor providing services only if the criteria in paragraphs (d)(2)(i), (ii), or (iii) of this provision are met and, in the case of the categories described in paragraphs (d)(2)(ii) and (iii), the certification requirements in paragraph (d)(2)(iv) are met.

(i) The supplier is an individual who is a citizen of and whose principal place of business is in a country or area included in the authorized geographic code or a non-U.S. citizen lawfully admitted for permanent residence in the United States whose principal place of business is in the United States;

(ii) The supplier is a privately owned commercial (i.e., for profit) corporation or partnership that is incorporated or legally organized under the laws of a country or area included in the authorized geographic code, has its principal place of business in a country or area included in the authorized geographic code, and meets the criteria set forth in either subparagraph (A) or (B) below:

(A) The corporation or partnership is more than 50% beneficially owned by individuals who are citizens of a country or area included in the authorized geographic code. In the case of corporations, "more than 50% beneficially owned" means that more than 50% of each class of stock is owned by such individuals; in the case of partnerships, "more than 50% beneficially owned" means that more than 50% of each category of partnership interest (e.g., general, limited) is owned by such individuals. (With respect to stock or interest held by companies, funds or institutions, the ultimate beneficial ownership by individuals is controlling.)

(B) The corporation or partnership:

(1) has been incorporated or legally organized in the United States for more than 3 years prior to the issuance date of the invitation for bids or request for proposals, and

(2) has performed within the United States similar administrative and technical, professional, or construction services under a contract or contracts for services and derived revenue therefrom in each of the 3 years prior to the issuance date of the invitation for bids or request for proposals, and

(3) employs United States citizens in more than half its permanent full-time positions in the United States, and

(4) has the existing capability in the United States to perform the contract.

(iii) The supplier is a joint venture or unincorporated association consisting entirely of individuals, corporations, partnerships, or nonprofit organizations which are eligible under paragraphs (d)(2)(i), (d)(2)(ii), or (d)(3) of this provision.

(iv) A duly authorized officer of a firm or nonprofit organization shall certify that the participating firm or nonprofit organization meets either the requirements of paragraphs (d)(2)(ii)(A), (d)(2)(ii)(B), or (d)(3) of this clause. In the case of corporations, the certifying officer shall be the corporate secretary. With respect to the requirements of paragraph (d)(2)(ii)(A), the certifying officer may presume citizenship on the basis of the stockholder's record address, provided the certifying officer certifies, regarding any stockholder (including any corporate fund or institutional stockholder) whose holdings are material to the corporation's eligibility, that the certifying officer knows of no fact which might rebut that presumption.

(3) **Nonprofit organizations.** Nonprofit organizations, such as educational institutions, foundations, and associations, are eligible for financing by AID under this grant as contractors for services if they meet all of the criteria listed in paragraphs (d)(3)(i), (ii), and (iii) below, and the certification requirement in paragraph (d)(2)(iv) of this clause is met. (International agricultural research centers and such other international research centers as may be, from time to time, formally listed as such by the Senior Assistant Administrator, Bureau for Science and Technology, are considered to be of U.S. nationality for purposes of this provision.) Any such organizations must:

(i) be organized under the laws of a country or area included in the authorized geographic code; and

(ii) be controlled and managed by a governing body, a majority of whose members are citizens of countries or areas included in the authorized geographic code; and

(iii) have its principal facilities and offices in a country or area included in the authorized geographic code.

(4) **Government-owned organizations.** Except as may be specifically approved in advance by the Grant Officer firms operated as commercial companies or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof are not eligible for financing by AID under this grant as contractors.

(5) **Joint ventures.** A joint venture or unincorporated association is eligible only if each of its members is eligible in accordance with paragraphs (d)(2), (3), or (4) of this clause.

(6) **Construction services from local firms.** When the host country is an authorized source for services, and the estimated cost of the construction services is \$5 million or less, a corporation or partnership may be determined by AID to be an integral part of the local economy in accordance with AID Handbook 18, Chapter 5, Paragraph 505, is eligible.

(7) **Ineligible suppliers.** Citizens of any country or area, and firms and organizations located in or organized under the laws of any country or area, which is not included in Geographic Code 999 are ineligible for financing by AID as suppliers of services or of commodities, or as agents acting in connection with the supply of services or of commodities, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible regardless of such citizenship.

(8) **Special restrictions on procurement of construction or engineering services.** Section 504(g) of the Foreign Assistance Act provides that AID funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under the Geographic Code 941, which have attained a competitive capability in international markets for construction services or engineering services." In order to insure eligibility of a Code 941 contractor for construction or engineering services, obtain the AID Grant Officer's approval for any such contract."

13. PATENT RIGHTS (OCTOBER 1984)

(This provision is applicable whenever patentable processes or practices are financed by the grant.)

a. Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) "Subject Invention", means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefit is so, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a domestic small business concern as defined in Section 1 of Public Law 95-636 (15 U.S.C. 431) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-6 and 13 CFR 121.3-12, respectively, shall be used.

(6) "Nonprofit Organization" means a domestic university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)(3)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any domestic nonprofit scientific or any educational organization qualified under a state nonprofit organization statute.

b. Allocation of Principal Rights.

The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 15 U.S.C. 501. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Recipient.

(1) The recipient shall disclose each subject invention to AID within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID the recipient shall promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the recipient.

(2) The recipient shall elect in writing whether or not to retain title to any such invention by notifying AID within twelve months of disclosure to the recipient, provided that in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by AID to a date that is no more than 10 days prior to the end of the statutory period.

(3) The recipient shall file its initial patent application on an elected invention within two years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The recipient shall file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID be granted.

d. Conditions When the Government May Obtain Title.

The recipient shall convey to AID upon written request, title to any subject invention:

(1) If the recipient fails to disclose or elect the subject invention within the times specified in c. above, or elects not to retain title. AID may only request title within sixty days after learning of the recipient's failure to report or elect within the specified times.

(2) In those countries in which the recipient fails to file patent applications within the times specified in c. above; provided, however, that if the recipient has filed a patent application in a country after the times specified in c., above, but prior to its receipt of the written request of AID the recipient shall continue to retain title in that country.

(3) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings, on, a patent on a subject invention.

e. Minimum License to Recipient.

(1) The recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the recipient fails to disclose the subject invention within the times specified in c. above. The recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of AID except when transferred to the successor of that party of the recipient's business to which the invention pertains.

(2) The recipient's domestic license may be revoked or modified by AID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to share the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of AID to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, AID shall furnish the recipient written notice of its intention to revoke or modify the license, and the recipient shall be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable agency licensing regulations (if any) and the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Recipient Action to Protect the Government's Interest.

(1) The recipient agrees to execute or to have executed and promptly deliver to AID all instruments necessary to (i) establish or conform the rights the Government has throughout the world in those subject inventions to which the recipient elects to retain title, and (ii) convey title to AID when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the recipient each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph c. above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by d. (1) above. The recipient shall instruct such employees through employee agreements or other suitable educational programs in the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The recipient shall notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 10 days before the expiration of the response period required by the relevant patent office.

(4) The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under [identify the agreement awarded by AID]. The Government has certain rights in this invention."

9. Subagreements and Contracts.

The recipient shall include this clause suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient or contractor shall retain all rights provided for the recipient in this clause, and the recipient shall not, as part of the consideration for awarding the contract or subagreement obtain rights in the contractor's or subrecipient's subject inventions.

h. Reporting Utilization of Subject Inventions.

The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the recipient or its licensee or assignee. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the recipient, and such other data and information as AID may reasonably specify. The recipient also agrees to provide additional reports as may be requested by AID in connection with any march-in proceedings undertaken by AID in accordance with paragraph j. of this provision. To the extent data or information supplied under this section is considered by the recipient, its licensee or assignee to be privileged and confidential and is so marked, AID agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

i. Preference for United States Industry.

Notwithstanding any other provision of this clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights.

The recipient agrees that with respect to any subject invention in which it has acquired title, AID has the right in accordance with the procedures in 35 CFR Circular A-124 to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that:

- (1) Such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensees; or
- (4) Such action is necessary because the agreement required by paragraph i. of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Agreements with Nonprofit Organizations.

If the recipient is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of AID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention provided that such assignee shall be subject to the same provisions as the recipient.
- (2) The recipient may not grant exclusive licenses under the United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:

(1) Eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, AID approves a longer exclusive license. If exclusive fields of use licenses are granted, commercial sale or use in one field of use shall not be deemed commercial sale or use as to other fields of use and a first commercial sale or use with respect to a product of the invention shall not be deemed to end the exclusive period to different subsequent products covered by the invention.

(3) The recipient shall share royalties collected on a subject invention with the inventor; and

(4) The balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education.

l. Communications.

Communications concerning this provision shall be addressed to the grant officer at the address shown on the face of this agreement.

26. PARTICIPANT TRAINING (OCTOBER 1984)

(This provision is applicable when any participant training is financed under the grant).

(a) Definitions:

1. Participant training is the training of any non-U.S. individual outside of his or her home country using AID funds or under AID sponsorship.

2. A participant is any non-U.S. individual being trained under this grant outside of his or her home country.

(b) Application of Handbook 10:

Participant training under this grant is to be conducted according to the policies established in AID Handbook 10, Participant Training, except to the extent that specific exceptions to Handbook 10 have been provided in this grant with the concurrence of the Office of International Training. (Handbook 10 may be obtained by submitting a request to the Office of International Training (S&T/IT), Agency for International Development, Washington, D.C. 20523.)

(c) Reporting Requirements

For participants trained in the United States, data shall be submitted by means of the form AID 1381-4, "Participant Data", simultaneously with enrollment in the Health and Accident Coverage Program (see Section (d) below). For participants trained in third countries, grantees shall submit to S&T/IT only the top white sheet of the Participant Data form (and blue copies if subsequent changes in the participant's training program are made). Copies of the Participant Data form may be obtained from the Office of International Training at the address indicated in Section (b) above.

(d) Health and Accident Coverage (EAC) Program for Training Within the United States

The grantee shall enroll all participants training in the United States in AID's EAC Program.

1. The EAC Program enables the participant, or the provider of medical services, to submit bills for medical costs resulting from illness and accident to the EAC Claims Office

which pays all reasonable and necessary medical charges for covered services not otherwise covered by other insurance programs (see paragraph 5 below), in accordance with the standard coverage established by AID under the EAC Program.

2. The grantee shall, as early as possible and no later than the initiation of travel to the United States by each participant financed by AID under this grant, fill out form AID 1381-4 entitled "Participant Data" and mail it to the addressee indicated on the back of the form. The grantee can obtain a supply of these forms and instructions for completing them from the Office of International Training at the address indicated in section (b) above.

3. Enrollment fees shall be submitted, thirty days prior to the beginning of each new enrollment period. The current enrollment fee amount shall be obtained from the address indicated in section (b) above. Payments will be made via check made payable to A.I.D. and submitted to:

Agency for International Development
Office of Financial Development
Central Accounting Division-Cashier (PR/CAD)
Washington, D.C. 20523

(a) The enrollment fee shall be accompanied by a letter which lists the names of the enrollees (identical to that on the Participant Data form), period of coverage, fee amount (aid, grant number, and the U.S. Government appropriation under as shown on the grant).

(b) The enrollment fees shall be calculated on the basis of fixed rates per participant per each 10 day period. The enrollment fees may not be prorated for fractional periods of less than 10 days and should cover the current training period for which funds are obligated under the grant.

4. The grantee shall assure that enrollment begins immediately upon the participant's departure for the United States for the purpose of participating in a training program financed or sponsored by AID, and that enrollment continues in full force and effect until the participant returns to his or her country of origin or is released from AID's responsibility, whichever occurs first.

5. The grantee shall provide each participant with a copy of the EAC brochure, copies of which are available from S&T/IT at the address indicated in section (b) above.

6. If the grantee has a mandatory, nonwaivable health and accident insurance program for participants, the costs of such insurance will be allowable under this grant. Any claims eligible under such insurance will not be payable under AID's EAC plan or under this grant. However, even though the participant is covered by the grantee's mandatory, nonwaivable health and accident insurance program, the participant must be enrolled in AID's EAC Program. In addition, a copy of the mandatory insurance policy must be forwarded to the EAC Claims Office.

7. Medical costs not covered by the grantee's health service program or mandatory, nonwaivable health and accident insurance program, or AID's EAC Program shall not be reimbursable under this grant unless specific written approval from the grant officer has been obtained.

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(10-79)

UNITED STATES INTERNATIONAL
DEVELOPMENT COOPERATION AGENCY
AGENCY FOR
INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1. Cooperating Country
ANE Regional (Israel)

Page 1 of . Pages

2. PIO/T No.
298-0201-3-5629012

3. Original or
Amendment No. _____

4. Project/Activity No. and Title
Human Rights Education (AICLC)
(298-0201.1)

DISTRIBUTION

5. Appropriation Symbol
72-1151021.6 NDAA-85-33298-DG-12

6. Allotment Symbol and Charge
546-62-298-00-69-51

7. Obligation Status
 Administrative Reservation
 Implementing Document

8. Project Assistance Completion Date
(Mo., Day, Yr.)

9. Authorized Agent
AID/M/SER/CM

10. This PIO/T is in full conformance with PRO/AG
Date _____

11a. Type of Action and Governing AID Handbook
 AID Contract (HS 14) PASA/RSSA (HS 12) AID Grant (HS 13) Other

11b. Contract/Grant/PASA/RSSA
Reference Number (if this is an
Amendment)
See 14a

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		-0-	\$118,000	-0-	\$118,000
	B. U.S.-Owned Local Currency				

13. Division
References

14a. Instructions to Authorized Agent

M/SER/CM is requested to negotiate a specific support grant with the American Israeli Civil Liberties Coalition (AICLC), under the Human Rights Education project (298-0201.01) for the period September 30, 1985 to September 29, 1987. (See Attachment A (Program Description) and B (Illustrative Budget.))
American-Israeli Civil Liberties Coalition
Attn: Philippa Strum, Pres.
124 West 79th Street, New York, NY 10024
(212-362-9752)

This PIO/T is exempt from the requirements set forth in the Supplement to OMB Circular A-76, Handbook 3. CN expired 7/31/85.

14b. Address of Voucher Paying Office
AID/M/FM/PAD, Room 624, SA-12

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are identical to the original.
ANE/TR: William Miner

Phone No. 9202
632-9196
Date 9/4/85

B. The assessment of work lies within the purview of the initiating and approved agency programs
Deputy Director, DP
Date 9/9/85

C. ANE/MENA; Ann Gooch
PPC/PDPR, Marilyn Zak (Draft)

Date 9/6/85

D. Funds for the services requested are available

E. ANE/DP/PR, Betty Pearson

Date 9-9-85

Gloria Stoddard
M/FM/PAD

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to
Signature _____ Date _____
Title _____

17. For the Agency for International Development
Signature Kenneth H. Sherper Date 9/10/85
Title Director, ANE/TR

M/FM/ASD
POSTED 9/10/85
FUNDRESERVED BY
Stoddard

Action Memo
dtd 9/4/85