

Can keep extra copy PD-AAC-327
6960101 (4)

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

March 10, 1975

The Most Reverend Edward E. Swanstrom, D.D.
Executive Director
Catholic Relief Services
1011 First Avenue
New York, New York 10022

Subject: Grant AID/afr-G-1118

Dear Bishop Swanstrom:

Enclosed is one executed copy of the subject document(s).
Two certified true copies will be forwarded to you as soon
as they are reproduced.

On contractual and business matters, please contact
Mr. Tom Stafford, Telephone: ~~(703) 235-3195~~

On technical matters, please contact the Project Officer,
Mr. Joseph Brooks, Telephone: ~~(202) 642-2407~~

Sincerely yours,

/s/ N. A. Caticchio

N. A. Caticchio
Contracting Officer
Regional Operations Division, Africa
Office of Contract Management

Enclosure(s): a/s

cc: ~~AFR/CWA~~:JBrooks AG/AUD/GDA:WStanferd
SER/FM/RSD:WMcKeel USAID/Rwanda
CM/ROD/AFR:TJStafford:lcm:3/10/75

GRANT AGREEMENT NO. AID/afr-G-1118

BETWEEN

THE UNITED STATES OF AMERICA

AND

CATHOLIC RELIEF SERVICES

PIO/T 696-101-3-50200

THIS GRANT AGREEMENT is made and entered into as of the 15th day of January 1975 between the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor"), and the Catholic Relief Services, United States Catholic Conference, Inc. (hereinafter referred to as "CRS" or the "Grantee"), a non-profit corporation organized and existing under the laws of the District of Columbia, with its principal offices located 1011 First Avenue, New York, New York 10022.

WITNESSETH THAT:

WHEREAS, the Grantor, desires to provide support to Rwanda in order to reduce food crop waste and the Grantee is willing to undertake the same; and

WHEREAS, such assistance is authorized by the Foreign Assistance Act of 1961, as amended;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - STATEMENT OF WORK

A. Objective

To provide U.S. support to Rwanda to reduce food crop waste, to stabilize food grain prices, to improve purchasing power of participating farmers, and to provide year-round availability of food with nutritional value in the Nyakinama, Shyorongi, Kibangu and Cyanika areas.

B. Scope of Work

The grantee through four Catholic missions in Rwanda located at Nyakinama, Shyorongi, Kibangu and Cyanika will be responsible for the construction of four food grain storage silos (one at each location), the day-to-day operations of the silos, and the design and operation of the program to reduce food grain waste and stabilization of prices in these areas.

1. Administration

- a. The grantee will provide guidance and overall supervision as well as administration of funds and assure proper accounting and reporting through their program director in Kigali.
- b. The grantee will employ an accountant to perform the necessary auditing of financial transactions involved in this project.
- c. The grantee will insure that each Catholic mission maintains appropriate records on all purchases related to the food crop silo construction and operation of the project.
- d. The grantee will maintain close contact with the Catholic missions responsible for the construction and operation of the food crop storage silos and be available to provide any advice or guidance required.
- e. The grantee will insure dissemination and exchange of appropriate information beneficial to the successful operation of the food crop silos among the four Catholic missions.
- f. The grantee will provide each Catholic mission with a \$7,000 loan to establish an operational fund. The money will be repaid to the Catholic Relief Services as soon as the silo can become self sufficient.
- g. The grantee will insure that appropriate accounting methods are developed and put in use by each Catholic mission to insure that the operational fund provided is used exclusively for the intended purpose.
- h. Disposition of funds received by the grantee in repayment of monies loaned to provide operational funds will be determined jointly by AID and the grantee.
- i. The grantee will establish appropriate procedures to provide for quarterly progress reports regarding both financial and operational activities.

2. Construction

- a. The grantee shall be responsible for the overall supervision of the construction of the food grain storage silos. The Catholic missions at Nyakinama, Shyorongi, Kibangu and Cyanika will be directly responsible for the construction of the silo at its location. Each Catholic mission will provide an experienced building technician to supervise the construction of the silos and will be responsible for the hiring and supervision of required daily labor for the construction work.
- b. The food crop storage will be constructed on land provided by each Catholic mission at no cost to this project.

c. The Catholic missions will be responsible for preparing the construction site, collecting the sand, making bricks prior to starting the construction and procuring the required building material in accordance with approved plans.

d. Each Catholic mission will also be responsible for the fabricating of the necessary office furniture.

e. The grantee will insure that the Catholic missions strictly adhere to the approved construction plans, specifications and directives. Any deviation must be fully justified and have prior approval.

3. Operations

a. The Catholic missions will be responsible for the day-to-day operations and supervision of the food storage silos operations after construction has been completed. This includes the hiring and supervision of 1 clerk per each food crop storage silo complex.

b. The grantee will establish appropriate standardization procedures for the purchasing, storage and marketing operations for the food crop grain of the cooperating farmers.

c. The grantee will take the necessary actions to insure that the community is kept fully informed on the operation of the food crop storage silos in order for interested farmers to make use of them if they desire.

d. The grantee will establish appropriate procedures to insure the security of the food crop grains (from loss due to theft, rodents, insects and moisture) stored by the participating farmer.

e. The grantee will insure that proper accounting is carried out on all grain purchased, stored and sold by the project.

f. The grantee will be responsible for providing each Catholic mission the necessary office supplies, equipment and other required support for the day-to-day operations of the food crop storage silos.

4. Progress Reports

The grantee shall submit quarterly program and financial reports in five (5) copies each to AID/AFR/CWA. The first reports will be submitted 30 days after close of the first quarter and every 90 days thereafter. The first reports will cover the quarter ending 90 days after the beginning of the funding period. The reports shall indicate, cumulatively and for the reporting period:

1. Actual as compared to projected progress toward achieving the project's objectives and achievement indicators matrix.
2. All financial transactions related to project construction and operation.

ARTICLE II - ALLOWABLE COSTS, OBLIGATED FUNDS AND BUDGETA. Allowable Costs

- Only those costs shall be attributable to this Grant which are reasonable, allowable and allocable in accordance with the terms of this Grant and subpart 15.2 of the Federal Procurement Regulations (Principles and Procedures for use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) in effect on the effective date of this Grant.

B. Obligated Funds

The funds made available to the Grantee hereunder are hereby obligated in the amount of \$89,000 as of the effective date of this Grant and shall apply to costs incurred in furtherance of the Grantee Program described herein above.

C. Budget

LINE ITEM	<u>BUDGET</u>		
	FIRM 1/15/75 12/31/75	PROJECTED 1/1/76 6/30/76	TOTAL 1/15/75 6/30/76
Construction	\$32,891	---	\$32,891
Personnel	3,636	2,000	5,636
Travel	1,000	1,000	2,000
Handling Labor	1,290	---	1,290
Equipment	5,302	---	5,302
Operating Loan Fund	28,000	---	28,000
Contingency	<u>13,881</u>	<u>---</u>	<u>13,881</u>
	\$86,000	\$3,000	\$89,000

ARTICLE III - FINAL REPORTS

The Grantee will provide AID a final report not later than thirty (30) days after the expiration of this grant agreement. This report shall describe the implementation of the project and shall contain an accounting of all disbursements and expenditures of grant funds.

ARTICLE IV - PERIOD OF GRANT

This Grant shall be effective on the date first hereinabove written and shall expire June 30, 1976.

ARTICLE V - EXAMINATION OF RECORDS

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

ARTICLE VI - TERMINATION

This grant may be terminated at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith take appropriate action to minimize all expenditures and obligations financed by this Grant, and shall cancel such obligations whenever possible.

Except as provided below, no reimbursement shall be made to the Grantee for costs incurred after receipt of such notice.

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

ARTICLE 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.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, A.I.D. shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover the full amount, of each commission, percentage, brokerage, or contingent fee.

ARTICLE IX - EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE X - CONFORMITY TO LAWS AND REGULATIONS OF COOPERATING COUNTRIES

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

ARTICLE XI - CONFLICT OF INTEREST

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

ARTICLE XII - ASSIGNMENT

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

ARTICLE XIII - NON-LIABILITY

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

ARTICLE XIV - INSPECTION

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

ARTICLE XV - NOTICES

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

To A.I.D.:

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

To Grantee:

The address as shown on the first page of this grant.

ARTICLE XVI - RELATIONSHIP/RESPONSIBILITIES OF GRANTEE

A. Relationships and Responsibilities

The Grantee will be responsible for keeping the U.S. Embassy in Rwanda and AID/W informed on the Project.

B. Cooperating Country Liaison: Catholic Missions at Nyakinama, Shyorongi, Kibangu and Cyanika.

C. AID Liaison Official: U.S. Embassy Rwanda.

ARTICLE XVII - ADVANCE PAYMENT

A. Subject to the provisions hereinafter set forth, A.I.D. shall make an initial advance payment to the Grantee in an amount not to exceed \$25,000.

B. Request for Advance Payment. To request the initial advance payment, the Grantee will submit Voucher Form SF-1034 and 1034(a) to the Office of Financial Management, FM/RSD, A.I.D., Washington, D.C. 20523.

C. Separate Bank Account. Until all advance payments made hereunder are liquidated, the initial advance and all other payments under the Grant shall be deposited in a separate bank account established solely for transaction related to this grant. All receipts and disbursements hereunder shall be recorded by the Grantee in such a manner that it will be possible to ascertain the balance outstanding, at any time, of the advance payment made under this grant. The records thereof shall be preserved and be subject to inspection and audit in accordance with ARTICLE V, entitled "EXAMINATION OF RECORDS".

D. Use of the Funds. The funds provided by this advance payment must be used by the Grantee solely for the purpose of making payments for items of allowable cost as provided in this grant, or to reimburse the Grantee for such items of allowable cost or for such other purposes as the Grant Officer may approve in writing.

E. Replenishment and Liquidation. Following the initial advance payment, A.I.D. will reimburse the Grantee not more often than monthly in amounts equal to reported expenditures in order to replenish the advance funds on an imprest basis. Such replenishment shall be made upon submission, to the Office of Financial Management, A.I.D., on a Voucher Form SF-1034 and 1034(a), each voucher identified by the appropriate A.I.D. Grant Number, properly executed, in the amount of dollar expenditures made during the period covered.

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

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

BY _____

TITLE _____

DATE _____"

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

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

IN WITNESS WHEREOF the parties have executed this Grant Agreement which shall become effective as of the date first hereinabove mentioned.

Catholic Relief Services

United States of America
Agency for International Development

BY: Andrew P. Landi

BY: William E. Gohn

NAME: Andrew P. Landi

NAME: /s/ William E. Gohn

TITLE: Assistant Executive Director

TITLE: Contracting Officer Acting

DATE: 3/4/75

DATE: MAR 7 1975