

File No. 2790035-3
PD-AAC-426-A1

Procurement Source Waiver

Drafted: 9/3/76

Yemen
G-125

Initialed: _____

Waiver Control No: _____

ACTION MEMORANDUM FOR AA/NE

44p.

FROM: NE/TECH, D. I. Steinberg

Problem: Your signature is needed on a request for a procurement source waiver from Geographic Code 000 (U.S. only) to Geographic Code 899 (Free World).

- (a) Cooperating Country: Yemen
- (b) Authorizing Document: CRS Grant (AID/NE-G-1255)
- (c) Project: Applied Health and Nutrition
- (d) Nature of Funding: OPG Grant
- (e) Description of Goods: Three 4-wheel drive vehicles and one utility pick-up of U.S. manufacture
- (f) Approximate Value: \$39,000.00
- (g) Probable Source: Saudi Arabia
- (h) Source Waiver Granted for Commodity Procurement: None

Discussion: USAID/Yemen has indicated that the successful implementation of the above project is contingent upon CRS/Y being able to take delivery of the above vehicles at the earliest possible date.

In order to insure that the implementation of this project can proceed on schedule, CRS/Y is requesting permission to procure the equivalent vehicles of U.S. manufacture from Jeddah, Saudi Arabia.

The AID Mission in Yemen has previously used this channel when it purchased U.S. manufactured and assembled vehicles through the Jeddah dealership, per AID/W concurrence.

Primary Justification: The subject vehicles are essential to the timely implementation of the AID-financed OPG project. They will be used by paramedical teams to reach an estimated 10,000 mothers with an applied

nutrition and sanitation program, and to raise within the first two years the nutritional level of 5,000 pre-school children presently suffering from second and third degree malnutrition.

A delay in the arrival of the vehicles would seriously limit the ability of the medical teams to carry out this task, for the longer malnutrition in pre-school children goes unattended, the greater the risk of not being able to correct the damage already done.

If a Stateside order were to be placed now, the soonest the Mission could expect delivery would be March or April 1977. By ordering from Jeddah, delivery could be made within two months from the date the order is placed.

If the Source Waiver is approved, the Mission will have to certify as to the urgency of the procurement and that it can be done at a price comparable to procurement in the U.S.

Recommendation: For the above reasons, I conclude that exclusion of procurement from the source requested above, would seriously impede attainment of U.S. foreign policy objectives and the objective of the foreign assistance program, and I recommend that you certify by approving this request for waiver.

Approved: _____

Disapproved: _____

Date: _____

Attachments

NE/TECH/HND:LKnutson:bp:9/3/76

Clearances:

GC/NE:CCostello CEC, Rm. 2634

NE/NENA:JBrooks _____, Rm. 4725

NE/DP:DBernius _____, Rm. 6723C

NE/TECH/HND:JSalden _____

NO/OPM:ABower _____, Rm. 216 SA-2

CM/ROD/NE:DCampbell _____, Rm. 724 PP

SER/COM:WSchmeisser _____, Rm. 809 RP



Department of State

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ACTION AID-59

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TO SECSTATE WASHDC 8767

UNCLAS SANA 2771

AIDAC

E.O. 11652: N/A
SUBJECT: CRS GRANT AID/NE G-1255 JUNE 29, 1976
APPLIED HEALTH AND NUTRITION

REF: STATE 106396 APPLIED HEALTH AND NUTRITION

REF: STATE 106396

1. SUBJECT GRANT CONTAINS PROVISION, QUOTE: PROCUREMENT OF ANY VEHICLE UNDER THIS GRANT SHALL BE FROM THE UNITED STATES, AID GEOGRAPHIC CODE 000. END QUOTE.
2. CRS/Y HAS INITIATED AN ORDER/INQUIRY WITH CRS/NY FOR PROCUREMENT OF THREE IHC SCOUTS AND ONE UTILITY PICK-UP TRUCK FROM US DEALER IN COMPLIANCE WITH PROVISION, PARA 1, ABOVE.
3. IF MORE EXPEDITIOUS DELIVERY AT COMPARABLE PRICE FOR EQUIVALENT UTILITY VEHICLES OF US MANUFACTURE AND ASSEMBLY COULD BE OBTAINED FROM JEDDAH, S.A.R. COULD VEHICLES BE PROCURED FROM THAT SOURCE?
4. CRS IS PREPARED TO PROCEED WITH STATESIDE DELIVERY; HOWEVER, OPTION OF JEDDAH PURCHASE SHOULD BE EXPLORED TO ASSURE IMPLEMENTATION OF SUBJECT GRANT SOONEST.
5. FYI, AID/Y HAS RECENTLY PRUCHASED US MANUFACTURED AND ASSEMBLED VEHICLES THROUGH HEDDAH DEALERSHIP, PER AID/W CONCURRENCE, REFTEL.

RANSOM

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Department of State

TELEGRAM

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APPROVED BY NE/TECH/HND:ELEONARD
NE/NEA:EGLAESER (PHONE)
SER/MO:ABOWER (INFO)
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TO AMEMBASSY SANA

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E.O. 11652: N/A

TAGS:

SUBJECT: CRS GRANT AID/NE-G-1255 JUNE 29, 1976 APPLIED.
HEALTH AND NUTRITION

REF: SANA 2771

1. PURCHASE OF VEHICLES UNDER GRANT FROM JEDDAH, SAR WILL
REQUIRE SOURCE WIAVER BY AA/NE AND GRANT AMENDMENT.

2. AID/W PROCESSING THESE DOCUMENTS. EXPECT TWO-WEEK
PROCESSING TIME. CRS SHOULD NOT PLACE ORDERS UNTIL APPROVAL
RECEIVED. WILL ADVISE. KISSINGER

UNCLASSIFIED

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

FILE COPY - RETURN TO
file NE/TECH/HA
RM 5318
ARC - [unclear]
NUT. [unclear]

29

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

Subject: Grant No. AID/NE-G-1255
PIO/T No. 279-035-3-60054

CERTIFIED A TRUE COPY THIS
8th DAY OF July 76
BY E. L. Amis

Dear Bishop Swanstrom:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID" or "Grantor") hereby grants to Catholic Relief Services - United States Catholic Conference (hereinafter referred to as "CRS" or "Grantee") the sum of One Hundred Ninety Three Thousand Eight Hundred Twenty Four dollars (\$193,824) in support of the Applied Health Nutrition Project in the Yemen Arab Republic. This program is more fully described in the attachment to this Grant entitled "Program Description."

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of the program objectives during the period June 30, 1976 through October 30, 1979.

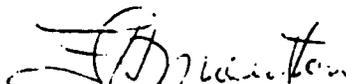
This Grant is made on condition that the funds will be administered in accordance with terms and conditions, all of which have been agreed to by your organization, set forth in:

- Attachment A - Program Description
- Attachment B - Standard Provisions
- Attachment C - Payment Provisions
- Attachment D - Alterations in Grant

Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and six copies of this Grant to acknowledge your acceptance of the conditions under which these funds have been granted.

Please return the Statement of Assurance of Compliance and the original and five copies of the Grant to the undersigned.

Sincerely yours,



Franklin H. Moulton
Grant Officer
Regional Operations Division-ASIA/NE
Office of Contract Management

Enclosures: a/s

ACCEPTED:
CATHOLIC RELIEF SERVICES
U. S. CATHOLIC CONFERENCE

BY Richard A. Redden

TITLE Deputy Special Assistant

DATE JUN 30 1973

PROGRAM DESCRIPTION

I. Purpose of Grant

The purpose of this grant is to provide support for the development and operating costs of a pilot nutrition education program in Yemen. CRS proposes to reach 10,000 mothers over the three-year life of the project, providing basic information on health, nutrition, food preparation, sanitation and child care, through group classes, home demonstrations, individual counseling, slide shows, and kitchen garden projects.

II. Specific Objectives

The specific objectives of this Grant are as follows:

A. To educate a corps of Yemeni paramedicals who in turn will assume the responsibility for the nutrition education in Maternal Child Health Centers. It is expected that thirty paramedicals will complete the combined one-year program in practical nursing which includes intensive specialization in nutrition and child care. Four counterparts will be selected and trained to replace the foreign administrator and educators involved in the project.

B. To prevent nutritional deterioration and to raise within the first two years to a less severe degree of malnutrition as determined by the Harvard scale, five thousand (5,000) preschool children having protein-calorie malnutrition. These same children are expected to maintain or improve the nutritional status in the third year.

C. However, in order to effect a permanent improved nutritional status for the children, the mothers must be educated. It is proposed, further, to reach at least 10,000 mothers with an education program providing basic information on health, nutrition, food preparation, sanitation and child care.

The means: group classes, home demonstration, individual counseling, film and slide shows, kitchen garden projects and any other educational means available. At the end of three years the following should be accomplished:

1. The goal - that of raising 5,000 children to a less severe degree of malnutrition on the Harvard Scale and maintaining and increasing the health standard - should have been reached.
2. 10,000 better educated mothers.
3. Through the 10,000 mothers, 30,000 to 60,000 children will be affected, and presumably be healthier.
4. These programs should be capable of expanding into larger areas of Y.A.R.
5. There should be a well-established training program for Health/Nutrition Specialists in Hoḏeidah and a corps of 30 Specialists trained to carry on the work under the leadership of at least three trained Yemeni professionals.
6. Finally, there should be at least 20 sub-centers or MCH Clinics carrying on a Health/Nutrition Program in their own restricted area.

In all the above activities emphasis will be placed on the involvement and full participation of the people themselves and attempts made to make them contribute to the program in cash or kind in order to avoid their dependence upon outside resources.

III. Implementation

To achieve the above objectives, with funds provided by this grant, CRS will recruit three full-time advisors for this activity: a Food and Nutrition

specialist, and two Assistant Educators. CRS will provide a full-time Nutrition Administrator from its own budget. Working through the two existing MCH centers, main or base centers will be established, one in Hodeidah and one in Sana, each planning to extend the program to at least 10 sub-centers. In Sana the program will be extended through already existing and/or planned sub-centers. In Hodeidah, the program will include established sub-centers but will be extended to the villages of the Tihama desert by means of a Mobile Unit.

Due to the illiteracy of many of the women, it will be necessary to employ a variety of techniques for the nutrition education; therefore, the mothers will be involved in:

- Cooking demonstrations.
- Flip chart lectures.
- Film and slide shows.
- Follow-up visits.
- Interest in the system of records of height/weight.

In the classes, emphasis will be given to locally available foodstuffs as well as to those commodities distributed in the supplementary food program (PL 480 MCH), using local cooking implements according to the traditional cooking patterns.

At least four counterparts - citizens of the Yemen Arab Republic - will be chosen for professional training to enable them to carry on the program when foreign assistance terminates.

In addition, each year for three years, ten Yemeni Health/Nutrition Specialists will be trained in the main center. Their role in the program will be:

- To expand present available educational services.
- To extend the reach of the program.
- To help with early detection of malnourished children.
- To assist in follow-up programs.

These Health/Nutrition Specialists will receive a basis health/nutrition course of one year at the center simultaneously with a Practical Nurses Course through the Manpower Institute. Those who complete this course will receive a certificate as Practical Nurses with Specialization in Nutrition from this institute. Along with practical nutrition experience through "on-the-job" training, they will also participate in the classes and demonstrations for the mothers as outlined above. This prepares them for the responsibilities involved in teaching and supervising.

To reach the outlying MCH centers and the desert villages, 3 vehicles and a mobile van will be provided. The mobile unit will make bi-monthly follow-up visits to give aid and support in villages which have built their own clinics but lack the necessary staff.

During the life of the project, the Government of Yemen will pay at least one-half of the salaries of the counterpart trainees and the Health/Nutrition Specialists. After three years, when the project ends, it is expected that the program will continue under Yemeni leadership. Therefore all expendable and non-expandable equipment should accordingly remain in the program under Yemeni auspices.

IV. Reports

A. Within six months from the signing of this Grant, CRS will submit to USAID/Sana and the Grant Officer, AID/Washington an evaluation plan for measuring project progress and impact on behavioral change and family health. This will include the development of progress indicators and determination of baseline data sufficient to ensure a meaningful evaluation. . A formal evaluation should be held annually with participation from USAID and should include analysis of growth charts, progress in attracting and retaining trainees, determination of the effects of nutrition education on behavior change, and measurement of the impact of the health education component of the program. To complete the evaluation plan, CRS may want to call in consultants from either AID/W or CRS/New York.

B. This evaluation plan will become an Annex to the Grant Agreement and will be the basis for the annual and final reports submitted by the Grantee.

C. In addition, the Grantee will provide semi-annual reports to USAID/Sana (2 copies) and the Grant Officer (3 copies). Such reports will provide a summary of the activities of the project staff for the reporting period and will include data on the training courses; status of equipment and commodities procured and how used; outreach and follow-up activities launched; and mothers and children reached by the nutrition/health education activities. These reports are required within 30 days following the end of the report period. The final semi-annual report shall be considered the final report.

V. Budget

A. The funds provided herein shall be used to finance the items outlined in the attached Budget, Annex A. The budget is illustrative only and

adjustments may be made within the line items unless otherwise precluded.
The Grantee may not exceed the total amount of obligated funds.

B. This nutrition education program is expected to span a period of three years; however, funds are obligated hereunder for a period of sixteen months as specified in the budget.

C. The Grantee is not authorized to incur any costs or draw down any funds hereunder until the Grantee has presented the Grant Officer with evidence of an agreement between the Grantee and the Yemen Arab Republic to the effect that the Government of the Yemen Arab Republic (YARG) will absorb a portion of the salaries of the trainees during the period of the Grant and that at the conclusion of the Grant the YARG will assume full salary obligation for the trainees. The Grant Officer shall provide the Grantee an acknowledgement of such evidence in writing which will enable the Grantee to proceed with the project.

D. Procurement of any vehicle under this Grant shall be from the United States, AID Geographic Code 000.

E. Notwithstanding the requirements of General Provisions, equipment and/or replacement parts, except for vehicles, may be procured from any area or country in the Free World, AID Geographic Code 935.

VI. Project Support

A. CRS will be expected to operate in the field with no logistic support or administrative support from USAID/Sana or the U. S. Embassy.

B. Consultation on objectives, programs, administration and other matters shall be carried out by AID/Washington, CRS, and USAID/Sana at the request of any party at times mutually agreeable to all parties.

C. Conversion of United States dollars to local currency shall be accomplished through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

VII. Title to and Use of Property

Pursuant to Clause t. (3) of the Standard Provisions, Grantee hereby agrees to transfer title to all property financed under this Grant to the Yemen Arab Republic upon completion of this project.

VIII. Summary of Contributions

	Equivalent in U. S. Dollars
Catholic Relief Services	\$ 34,140
Yemen Arab Republic	\$ 4,500
U. S. Contribution	<u>\$193,824</u>
	\$232,464 ✓

NOTE: This is for the first period (16 months) only.

OPERATION GRANT PROPOSAL

Applied Health and Nutrition Project

<u>Financial Plan</u>	<u>First Year</u>	<u>Total Cost</u>
<u>Item</u>	<u>Number</u>	
<u>Personnel</u>		
A. Expatriate Salaries and Fringe Benefits		
(All amounts reflect costs for a 16-month period.)		
1. Nutritionist/Educator	1	
Salary		17,700.
Fringe Benefits		4,350.
2. Educators	2	
Salary		26,600.
Fringe Benefits		8,000.
Travel and Per Diem		
1. International		
a) Air Fares	3	2,250.
b) Per Diem	3 x 24 days	2,520.
R & R	3	3,000.
<u>Total Cost for Expatriate Personnel</u>		<u>\$ 64,420</u>
Local Salaries -		
1. Office Assistant (Local or Expatriate)	1	2,400.
2. Secretary	1	
3. Drivers (1 full year; 3 half year)	4	1,350.
4. Watchman	1	2,970.
5. Cleaning Women	3	840.
		2,160.
Local Fringe Benefits at 30%		2,916.
<u>Total Cost for Local Personnel</u>		<u>12,636.</u>
<u>Total Cost for Personnel for First Year (16-mos.)</u>		<u>\$77,056</u>

<u>Item</u>	<u>Number</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>Training Costs</u>			
A. Counterparts			
1. Scholarships	4	\$ 4,000.	\$16,000.
2. Stipends	4	600.	2,400.
3. International Travel and Per Diem			
a) Air Fares	6	150.	900.
b) Per Diem	4 x 23 days	35.	3,220.
	1 x 10 days	35.	350.
B. H/N Specialists			
1. Stipends	10	300.	3,000.
	10 (4 mos.)	100.	1,000.
C. Miscellaneous Expenses for Training			1,750.
<u>Total for Training Costs for First Year (16 mos)</u>			<u>\$ 28,620.</u>
<u>Local Travel and Per Diem</u>			
A. Travel, Hotel & Per Diem			10,400.
<u>Total for Local Travel and Per Diem</u>			<u>\$10,400.</u>
<u>Commodities</u>			
A. Non-Expendable			
1. Transportation -			
a) Four Wheel Drive	3	8,000.	
Hard-Top Jeeps Jeeps --			
b) Mobile Unit, Equipped with four wheel drive, stove, sink, water, cabinets and benches	1	15,000.	
			<u>39,000.</u>
2. Office			
* a) Copy Machine & Paper	1	500.	500.
* b) Arabic Typewriters	2	500.	1,000.
* c) English Typewriters	2	500.	1,000.
* d) Desks	4	100.	400.
* e) Chairs	8	45.	360.
* f) Metal File Cabinets	2	200.	400.
* g) Bookcases	2	50.	100.
* h) Tables	4	30.	120.
* i) Fans	4	50.	200.
* j) Lamps	2	30	60.

<u>Item</u>	<u>Number</u>	<u>Unit Cost</u>	<u>Total Cost</u>
2. Office (continued)			
* k) Air Conditioner	1	500.	500.
* l) Battery Wall Clocks	3	30.	90.
* m) Lockable Storage Cupboards	3	100.	300.
* n) Electric Heaters	2	75.	150.
* o) Waste Baskets	3	10.	30.
* p) Pencil Sharpeners	3	10.	30.
3. Teaching Aids			
a) Projector Screens	2	150.	300.
b) Slide & Filmstrip Machine	2	250.	500.
Battery and Electric			
* c) Gas Stove	1	150.	150.
* d) Refrigerators	2	300.	600.
4. Demonstration Equipment for Main Centers and Mobile Unit			
a) Baby Scales	3	65.	195.
b) Adult Scales	2	100.	200.
c) Household Scales	2	15.	30.
* d) Bathroom Scale	1	15.	15.
<u>Total for Non-Expendables for First Year</u>			<u>46,230.</u>

B. Expendable

* 1. Maintenance and Parts, Office and Training Equipment	1,000.
* 2. Educational Aids, Office Supplies Stationery and Printing	4,500.
Letterhead and Continuation Sheets, Bond Quarto	
Letterhead and Continuation Sheets, Airmail Quarto	
Letterhead and Continuation Sheets, Copy Quarto	
Manifold Sheet (Copy) Quarto	
Legal Size Bond	
Printed Office Memo Bond	
Letterhead Envelopes, Large	
Printed Office Memo Bond	
Letterhead Envelopes, Medium	
Legal Pads	
Note Pads	
Note Books	

* indicates Local Purchase

	<u>Number</u>	<u>Unit Cost</u>	<u>Total Cost</u>
4. Educational Aids (continued)			
Carbon Paper - Legal and Quarto			
Manila Envelopes, Large and Medium			
Manila Folders			
Glue			
Celophane Tape			
File Folders			
File Dividers			
File Tabs			
Gummed Labels			
Paper Clips			
Staplers and Staples			
Pins and Thumb Tacks			
Plain Wrapping Paper			
Heavy Cardboard			
String			
Scissors			
Letter Openers			
Clip Boards			
Ink			
Fountain Pens			
Ball Point Pens			
Felt Pens			
Colored Marker			
Typewriter Ribbons			
Erasing Fluid			
Correspondence Baskets			
Blotters			
Calendars			
Appointment Books			
Ledgers			
Index Cards			
Index File Boxes			
Pencils, Black and Colored			
Crayons			
Erasers			
Binders			
Log Books			
Printed Forms			
Printed and Bound Reports			
5. Locally Purchased Food for Demonstration Purposes			2,000.

<u>Item</u>	<u>Number</u>	<u>Unit Cost</u>	<u>Total Cost</u>
B. Expendable (continued)			
6. Other			
a) Soap, Cleaning Material and Equipment			500.
b) Vitamin Supplements			200.
c) Height & Weight Charts	10,000	0.03	300.
d) First Aid Kits	4	50.00	200.
e) Flashlights & Batteries	10	10.	100.
f) Premus Lantern	2	75.	150.
g) Kerosine Lanterns	2	10.	20.
h) Premus Stove	2	9.	18.
i) Sets of Kitchen Utensils and Equipment	3	50.	150.
j) Childcare equipment and Maternal Sets	3	50.	150.
k) Tent and Terpanlins	1	150.	150.
l) Flip Charts	20	4.	80.
m) Adjustable Baby Measures	20	10.	200.
<u>Total for Expendables for First Year</u>			<u>9,718.</u>
<u>Total for Commodities for First Year</u>			<u>55,948.</u>
V. Other			
A. Office Rent		200	3,200.
B. Postage and Cables			500.
C. Vehicle Insurance	4	120.	480.
<u>Total for Other Expenses for First Year</u>			<u>4,180.</u>
VI. Supplemental Support (Subject to approval of Grant Officer)			<u>17,620</u>
<u>TOTAL FOR FIRST YEAR</u>			<u>\$193,824</u>

SUMMARY TOTAL FOR FIRST YEAR

I. Personnel		\$ 77,056
	Expatriate	64,420
	Local	12,636.
II. Training Costs		28,620.
III. Local Travel and Per Diem		10,400.
IV. Commodities		55,948.
	Expendable	\$ 9,718.
	Non-Expendable	46,230.
V. Other		4,180.
VI. Supplemental Support (Subject to approval of Grant Officer)		17,620
<u>TOTAL FOR FIRST YEAR</u>		<u>\$ 195,824.</u>

SUMMARY TOTAL FOR SECOND YEAR-4.6,

I. Personnel		\$ 72,464
	Expatriate	52,755
	Local	19,709.
II. Training Costs		4,075.
III. Local Travel and Per Diem		11,440.
IV. Commodities		12,260.
V. Other		3,380.
VI. Supplemental Support (Subject to approval of Grant Officer)		10,361
<u>TOTAL FOR SECOND YEAR</u>		<u>\$113,980</u>

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SUMMARY TOTAL FOR THIRD YEAR-46.

I. Personnel		\$80,563
Expatriate	55,645	
Local	24,918	
II. Training Costs		3,000.
III. Local Travel and Per Diem		12,880.
IV. Commodities		14,960.
V. Other		3,380.
VI. Supplemental Support (Subject to approval of Grant Officer)		11,478
<u>TOTAL FOR THIRD YEAR</u>		<u>\$126,261</u>

SUMMARY

Supportive Resources - Government, Yemen Arab Republic

<u>.VI</u>	<u>Conditions</u>	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
		US \$ 4,500	US \$13,900	US \$21,820

TOTAL: US \$40,220

Supportive Resources - Catholic Relief Services - USCC

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
1. Administrative Support	\$ 9,000	\$ 9,000	\$ 9,000
2. Administrator/Nutritionist			
Salary	13,500	14,850	16,335
Fringe Benefits	4,050	4,455	4,900
Air Fare/Per Diem	1,590	--	750
R&R	1,000	1,000	--
3. Regional Nutrition Advisor (1/4 of Salary)	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
 TOTAL	 <u>\$34,140</u>	 <u>\$34,305</u>	 <u>\$35,985</u>

3 year TOTAL: \$104,430

STANDARD PROVISIONS

a. Allowable Costs and Payment (Oct. 1974)

The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant Officer to be allowable in accordance with the terms of this Grant and Subpart 15.2 of the Federal Procurement Regulations (FPR) (Principles and Procedures for use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations)* in effect on the date of this Grant. Payment of allowable costs shall be in accordance with Attachment C of this Grant.

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

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

The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the grant. The Grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives (1) until the expiration of three years from the date of termination of the program and (2) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

c. Refunds (Oct. 1974)

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

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

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

d. Equal Opportunity Employment (Oct. 1974)

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

e. Termination (Oct. 1974)

This Grant may be terminated at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this Grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within thirty (30) calendar days after the effective date of such termination repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Grantor to the Grantee prior to the effective date of this termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Grantor within (90) calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in the Grant, the Grant Officer shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

f. Officials Not to Benefit (Oct. 1974)

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Grant if made with a corporation for its general benefit.

g. Covenant Against Contingent Fee (Oct. 1974)

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

h. Nonliability (Oct. 1974)

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

i. Amendment (Oct. 1974)

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

j. Grant Agreement (Oct. 1974)

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

k. Notices (Oct. 1974)

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

To the cognizant AID Grant Officer

To Grantee - At Grantee's address shown in this Grant, or to such other address as either party shall designate by notice given as herein required. Notices hereunder, shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

1. Travel and Transportation (Oct. 1974)

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

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

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

(a) The Grantee agrees to utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.

(b) In the event that the Grantee selects a carrier other than a U.S. flag air carrier for international air transportation, he 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 transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons:¹ (state reasons).

(c) The terms used in this clause have the following meanings:

(1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States.

(2) "U.S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.

(3) The term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

(d) The Grants shall include the substance of this clause, including this paragraph (c), in each subgrant or purchase hereunder which may involve international air transportation.

Availability or unavailability of certificated air carrier

Expenditures for service furnished by a noncertificated air carrier general will be allowed only when service by a certificated air carrier or carriers is "unavailable" as indicated by the June 17, 1975, Comptroller General's memorandum (B-158942) entitled "Guidelines for Implementation of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974." The criteria contained in the memorandum are reproduced in this section.

(1) Passenger or freight service by a certificated air carrier is considered "available" even though:

(1) Comparable or a different kind of service by a noncertificated air carrier costs less, or

(2) Service by a noncertificated air carrier can be paid for in excess foreign currency, or

(3) Service by a noncertificated air carrier is preferred by the agency or traveler needing air transportation, or

(4) Service by a noncertificated air carrier is more convenient for the agency or traveler needing air transportation.

(b) Passenger service by a certificated air carrier will be considered to be "unavailable":

(1) When the traveler, while en route, has to wait 6 hours or more to transfer to a certificated air carrier to proceed to the intended destination, or

(2) when any flight by a certificated air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc., and no other flight by a certificated air carrier is available during the 6 hour period, or

(3) when by itself or in combination with other certificated or noncertificated air carriers (if certificated air carriers are "Unavailable") it takes 12 or more hours longer from the original airport to the destination airport to accomplish the agency's mission than would service by a noncertificated air carrier or carriers.

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

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

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

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

(3) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage, directly or indirectly, either in his own name or in the name or through an agency of another person, in any business, profession or occupation in the foreign countries to which he is assigned.

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

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

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

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

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

o. Ineligible Countries (Oct. 1974)

Unless otherwise approved by the Grant Officer, no grant funds will be expended in countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

p. Subordinate Agreements (Oct. 1974)

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

g. Publications (Oct. 1974)

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

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

(3) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

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

F. Patents (Oct. 1974)

(1) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy 35 FR 16887.

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

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

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

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

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

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

Procurement of Equipment, Etc. - Page 2 of 3

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

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

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

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

AID Geographic Codes are defined in AIDPR 7-6.5201.1.

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

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

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

Procurement of Equipment, Etc. - Page 3 of 3

To permit AID, in accordance with the Small Business Provisions of the Mutual Security Act, to give United States Small Business firms an opportunity to participate in supplying commodities and services procured under this Grant, the Grantee, shall, to the maximum extent possible, provide the following information to the Office of Small Business, AID, Washington, D.C. 20523 at least 45 days prior to placing any order or contract in excess of Five Thousand (\$5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

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

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

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

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

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

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

(3) With respect to items , ~~title to which vests in the Grantee, the Grantee agrees:~~

(a) to report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.

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

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

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

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

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

(3) With respect to items , title to which vests in the Grantee, the Grantee agrees:

(a) to report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.

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

u. Prohibition on Abortion Related Activities (Oct. 1974)

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.

v. Salaries (Oct. 1974)

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

PAYMENT PROVISIONPeriodic Grant Disbursement

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

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

The report shall include a certification as follows:

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

BY _____

TITLE _____ DATE _____"

ALTERATIONS IN GRANT

7 Applicable to Specific Support Grants with Catholic Relief Services (CRS) 7

The following alterations are made to Specific Support Grant Optional Provision Nos. 1.a., 1.b., and 1.n. as contained in A.I.D. Handbook 13 - Grants:

A. Delete Paragraph (4) in Specific Support Grant Optional Provision No. 1.a., entitled "Travel and Transportation", and in lieu thereof insert the following:

"(4) Travel allowances shall be reimbursed in accordance with the following numbered and dated pages of the Catholic Relief Services - United States Catholic Conference, Inc. Manual of Personnel Policies which have been accepted by A.I.D.:

<u>Page No.</u>	<u>Date</u>
1	12- 1-74
2	11-15-72
2a	8- 1-72
2b	12- 1-74
7	9- 1-73
19	9- 1-73
19a	11-15-72
19b.	2-14-75 ."

B. Delete Paragraph (6) in Specific Support Grant Optional Provision No. 1.b., entitled "Regulations Governing Employees Outside the United States", and in lieu thereof insert the following:

"(6) Allowances for employees assigned overseas shall be reimbursed in accordance with the following numbered and dated pages of the Catholic Relief Services - United States Conference, Inc. Manual of Personnel Policies which have been accepted by A.I.D.:

<u>Page No.</u>	<u>Date</u>
14	1- 1-70
16	8- 1-74
17	1- 1-73
17a	8- 1-73
17b	1- 1-73
19	9- 1-73
19a	11-15-72
19b	2-14-75 ."

C. Delete Specific Support Grant Optional Provision No. 1.a., entitled "Salaries", and in lieu thereof insert the following:

"a. Salaries

All salaries, wages, fees, and stipends to be reimbursed under this Grant shall be paid in accordance with the following numbered and dated pages of the Catholic Relief Services - United States Catholic Conference, Inc. Manual of Personnel Policies which have been accepted by A.I.E.:

<u>Page No.</u>	<u>Date</u>
3	9- 1-73
3a	9- 1-73
4	11-15-70
5	7-10-70
5a	9- 1-73
5b	3- 1-75
12	1- 1-70
24*	11- 1-72."

* Salary scales shown on Page 24 apply only to CRS staff members assigned overseas in the positions of Program Assistant, Assistant Program Director, Deputy Program Director, and Program Director. Salaries, wages, fees and stipends for other personnel, including experts and/or consultants, specifically engaged for the performance of this Grant shall be established in accordance with the individuals current salary or wage, plus a reasonable recruitment incentive.