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CERTIFIED A TRUE COPY OF THIS
--12th-- DAY OF July 1967
BY [Signature]

Grant No. AID/1a-296
(Regional)

GRANT
BY THE
UNITED STATES OF AMERICA
TO
THE POPULATION COUNCIL
AMOUNT OF GRANT: \$300,000
PIO/T: 598-15-990-438-6525087
APPROPRIATION SYMBOL: 72-1151010
ALLOTMENT SYMBOL & CHARGE: 595-65-598-32-69-51
DURATION: 24 months
EFFECTIVE DATE: June 21, 1965
TERMINATION DATE: June 21, 1967

THIS GRANT is made by the Government of the United States of America acting through the Agency for International Development (hereinafter referred to as the "Grantor"), as represented by the Contracting Officer executing this Grant on behalf of the Grantor, to The Population Council (hereinafter referred to as the "Grantee"), a non-profit private foundation, chartered under the laws of the State of New York, with its principal office located at 230 Park Avenue, New York, New York.

WITNESSETH THAT:

WHEREAS, the Grantee has requested the Grantor to provide funds which will allow said Grantee to expand its program of sponsoring analytical activities relating to population growth problems in the Latin America

Region; and

WHEREAS, the Grantor desires to aid the Grantee in providing such assistance to pilot projects in the general field of population research; and

WHEREAS, such assistance is authorized under Section 635(b), Chapter 2, of the United States Foreign Assistance Act of 1961, as amended;

NOW, THEREFORE, a Grant is hereby made subject to the following conditions:

ARTICLE I - SCOPE OF ACTIVITIES

A. The Grantee will utilize funds provided under this Grant to sponsor research studies, pilot projects, consultation on problems of research design, and data collection and analysis. Such sponsorship will also include gifts of books and equipment, meeting costs of translation and publication, making contributions for conferences, seminars and workshops, and fellowships and travel grants as these activities relate to specific pilot projects being sponsored.

B. The Grantee will make sub-grants to selected institutions and individuals (hereinafter called "Sub-Grantees") of Latin American origin who will undertake research and demonstration projects in the Latin America Region which relate to selected problems of population growth.

By means of said sub-grants, Grantee will (1) sponsor research studies and pilot projects in the communications media including those methods which may be used to reach, inform and motivate the public at various levels concerning population problems, and (2) provide consultation in research design, data collection and analysis of population studies suitable for national planning programs.

C. The Grantee will select the individual projects to be sponsored on the basis of its professional judgment and the existence of appropriate and qualified

Latin American institutions and individuals. Both national and regional institutions may be utilized but the projects should be those which are likely to have broad regional import.

D. The Grantee will make approximately six sub-grants each year at an estimated average cost of \$25,000 each. This clause, however, will not preclude the Grantee from making more or less than this number of sub-grants if the Grantee, in coordination with the Population Unit, Office of Institutional Development, Bureau for Latin America, A.I.D., determines that a greater or lesser number of sub-grants would more effectively achieve the objectives of this Grant. The sub-grants will support projects which will not necessarily be directly concerned with action population control programs.

ARTICLE II - A.I.D. APPROVAL OF SUB-GRANTS

A. The Grantee will identify appropriate projects and secure proposals from prospective sub-grantees. Such proposals will include, but not be limited to, the following: a statement of objectives; a description of research, work or services to be accomplished; reports to be submitted to the Grantee; and a budget setting forth, by major categories such as salaries, travel costs, equipment and supplies, other direct costs, etc., how funds provided by sub-grants shall be utilized.

B. The Grantee will submit the proposals outlined in A, above, to the aforesaid Population Unit for review. The Population Unit will evaluate each proposal and, within seven working days after receipt of each proposal, shall give written notification to the Grantee of its approval or disapproval of the proposal. In the event advice is not forthcoming from said Population Unit within said seven-day period, the proposal shall be deemed acceptable

to A.I.D. and the Grantee shall proceed as though notification of approval had been provided in writing.

ARTICLE III - REPORTS

The Grantee shall submit the following reports to A.I.D.:

1. An initial progress report in ten (10) copies describing the Grantee's progress with respect to the purposes of this Grant during the first six months; and

2. A yearly progress report in ten (10) copies at the completion of the first year of operations under this Grant; and

3. A final report in ten (10) copies upon completion of the two year Grant period covering the work performed under this Grant and recommendations for future action.

ARTICLE IV - ASSISTANCE, DURATION AND REVOCATION

A. The maximum amount of assistance authorized under this Grant is Three Hundred Thousand United States Dollars (\$300,000) which shall be disbursed by the Grantor as provided in Article V.

B. This Grant is effective on June 21, 1965 and shall continue in effect until June 21, 1967 unless revoked in accordance with Article IV-C.

C. This Grant may be revoked at any time by the Grantor upon ninety (90) days written notice to the Grantee. Upon the Grantee's receipt of notice of such revocation it shall take immediate action to minimize expenditures and obligations financed by this Grant and shall cancel such obligations wherever possible. No further reimbursement shall be made after such notice of revocation is given and the Grantee shall within thirty (30) calendar days after the effective date of such revocation 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 within the purposes of this Grant. Should the funds theretofore paid by the Grantor to the Grantee be insufficient, by reason of the Grantor's revocation of this Grant, to cover the Grantee's obligations pursuant to the afore mentioned legally binding transactions, the Grantee may submit to the Grantor within ninety (90) calendar days after the effective date of such revocation a written claim covering such obligations and, subject to the limitations contained in this Grant, the Grantor shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

ARTICLE V - METHOD OF DISBURSEMENT

A. The Grantor will, upon the request of the Grantee, make an initial advance of funds in the amount of One Hundred Fifty Thousand U. S. dollars (\$150,000) to establish a grant fund subject to the furnishing by the Grantee of a fidelity bond or other security acceptable to and approved in writing by A.I.D. The Grantee will submit to the A.I.D. Controller Voucher Form SF-1034 (original) and SF-1034(a), in three properly executed copies, requesting the advance of funds stated in this Article V-A. On June 21, 1966, or at such earlier date as the said grant fund may contain less than Fifty Thousand (\$50,000) dollars, the A.I.D. Controller will, upon submission by the Grantee of the documents prescribed in Article V-B, replenish said grant fund to its original total of One Hundred Fifty Thousand (\$150,000) dollars. The Grantee may at any time during the second year of this Grant, and upon submission of the documents prescribed in Article V-B, request the A.I.D. Controller to disburse to said Grantee the remaining balance of the Three Hundred Thousand dollar maximum authorization of this Grant provided that at no time may the unexpended

total of the grant fund advanced to said Grantee hereunder exceed the sum of One Hundred Fifty Thousand (\$150,000) dollars. Thereafter, vouchers for expenditures submitted by the Grantee will not be reimbursed but will be applied to liquidate the remaining outstanding advance. In the event the total amount of subsequent vouchers is insufficient to liquidate the amount of the outstanding advance, the Grantee will refund the difference to the A.I.D. Controller in accordance with Article V-D.

B. The Grantee will submit to the A.I.D. Controller Voucher Form SF-1034 (original) and SF-1034(a), in three properly executed copies, in the amount of expenditures made during the period covered by the voucher. The voucher form shall be supported by an original and two copies of a certified fiscal report rendered by an authorized representative of the Grantee in the following form accompanied by the following certification:

<u>*Project or Expense</u>	<u>Date of A.I.D. Approval</u>	<u>Date of Disbursement</u>	<u>Amount of Disbursement</u>	<u>Balance in Advance Grant Fund</u>
XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXX-
XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXXX
Total Disbursements and Balance Remaining in Grant Fund			XXXXXXXXXX	XXXXXXXXXXXXX

*The undersigned hereby certifies: (1) that payment of the sum claimed under this voucher is proper and due under the terms of the Grant and (2) that the information on the fiscal report is correct and that such detailed supporting information as the Grantor may require will be furnished by the Grantee promptly to the Grantor upon request.

BY _____

TITLE _____

DATE _____

C. The fiscal report required in Article V-2 shall also include a certification by an independent public accountant employed by the Grantee, or other competent accountant approved in advance by the A.I.D. Controller, that he has examined the books and accounts of the Grantee and all relevant documents and that such report is an accurate and timely statement of expenditures incurred as indicated therein.

D. The Grantee shall submit Voucher Form SF-1034 and SF-1034(a), in three properly executed copies, marked "NO PAY" and "FINAL VOUCHER" to the A.I.D. Controller within sixty (60) days following the end of the quarter in which this grant is completed or revoked and supported by the documents specified in Article V-B and C. Such Voucher shall be accompanied, when appropriate, by a refund check for the balance of the funds remaining on hand in accordance with Article V-A. Where local currencies remain on hand, they will be remitted by either the Grantee or Sub-grantee to the controller of the US AID in the country in which any Sub-grantee having such currency is located and a receipt obtained therefor. Certified true copies of such receipts will be submitted to the A.I.D. Controller with said Final Voucher.

E. The Grantee shall keep full and complete records and books of account in accordance with generally accepted accounting principles covering the financial details applicable to this Grant. The Grantee agrees that the Grantor and the Controller General of the United States of America or any of

their duly authorized representatives shall, until the expiration of three years after final payment under this Grant, have access to and the right at all times to examine such records and books of account (and in addition any or all other attachments, correspondence, memoranda and other reports pertaining to this Grant) of the Grantee involving transactions related to this Grant.

ARTICLE VI - PAYMENTS TO SUB-GRANTEES

The Grantee shall make all payments to sub-grantees in the form of local currency as defined by Article VII-A-8. The Grantee shall make all required currency conversions except those involving Colombian and Brazilian currencies, through normal commercial banking channels utilizing the services of a U. S. banking institution for this purpose. In cases requiring conversion of U. S. Dollars into Colombian or Brazilian currencies, the Grantee will request specific instructions from the Contracting Officer.

ARTICLE VII - GENERAL PROVISIONS

A. Definitions

As used throughout this Grant the following terms shall have the meanings set forth below.

1. The term "Grantor" means the Agency for International Development, an agency of the Government of the United States of America.

2. The term "Grantee" means the Population Council, a private non-profit foundation located in New York, New York.

3. The term "Sub-grantee" means any organization or individual receiving a grant of funds given by the Grantee out of moneys provided under this Grant.

4. The term "Sub-grant" means any grant of funds made by the Grantee under the terms of this Grant.

5. The term "US AID" means any of the Grantor's overseas missions located in the capital cities of the various countries in the Latin American geographic region.

6. The term "A.I.D. Controller" means the Controller of A.I.D. or his authorized representative.

7. The term "Contracting Officer" means an official of the Grantor authorized to execute this Grant or any amendments thereto.

8. The term "local currency" shall mean the legal tender of the Latin American country in which any institution holding the status of sub-grantee hereunder is incorporated, chartered or organized, or in which any individual holding the status of sub-grantee hereunder is performing work on a program or project financed hereunder.

9. The term "Communist Bloc" shall mean the following group of countries having communist Governments: Albania, Bulgaria, China (Mainland and associated communist controlled areas), Cuba, Czechoslovakia, East Germany (Soviet Zone of Germany and Soviet Sector of Berlin), Estonia, Hungary, Latvia, Lithuania, North Korea, North Vietnam, Outer Mongolia, Poland, Rumania, Tibet and the Union of Soviet Socialist Republics (USSR). This listing may be revised from time to time, in which event the Grantee will be notified by A.I.D. and such notification shall constitute a revision of this definition.

B. Assignment

The Grantee shall not assign, transfer, pledge, or make other disposition

of this Grant not specifically authorized by its terms.

C. 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. For breach or violation of this warranty the Grantor may revoke this Grant and deduct from the assistance amount the full amount of such commission, percentage, brokerage, or contingent fee.

D. Officials Not to Benefit

No member of the United States Congress or any other official of the United States Government shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom.

E. Citizenship of Sub-Grantees

No funds made available under this Grant may be used to make payments for services performed by:

1. Any citizen of the United States of America outside of the United States of America;
2. Any non-citizen of the United States of America not resident in one of the countries within the Latin American region;
3. Any non-citizen of the United States of America who maintains his principal residence in the United States of America; unless such citizen or non-citizen has been approved in advance and in writing by the Grantor.

F. Modification or Amendment

No changes, modifications or amendments shall be made to this Grant except as may be mutually agreed upon in writing by the parties hereto,

or their authorized representatives.

G. Notice

All notices required under this Grant shall be sufficient only if in writing and delivered in person or sent by telegraph, cable or mail to the address of each of the parties appearing below:

To the Grantor: Contracting Officer
Bureau for Latin America
Agency for International Development
Washington, D. C. 20523

To the Grantee: President
The Population Council
230 Park Avenue
New York 17, New York

H. Source and Origin of Equipment, Materials and Supplies

1. All books, equipment and materials purchased under this Grant by the Grantee, whether or not to be given sub-grantees as part of approved sub-grant assistance, shall be procured whenever possible from United States and/or Latin American sources other than Cuba, and have as their country of origin and/or manufacture the United States and/or a Latin American country other than Cuba.

2. The Grantee agrees to use its best efforts to insure that sub-grantees shall not use sub-grant funds to procure books, equipment and/or materials from Communist Bloc sources and that such books, equipment and materials shall not have as their country of origin and/or manufacture any of the Communist Bloc countries.

J. Continuation of Grant Terms After Expiration of Grant

Upon expiration or termination of this Grant, the Grantee's right to

enter into sub-grant agreements ceases to exist. However, all other terms, conditions and provisions contained in this Grant document shall continue in full force and effect until the completion, termination or expiration of all approved sub-grant agreements entered into by the Grantee prior to the expiration or termination of this Grant.

K. Allowable and Unallowable Costs

1. The cost of the surety bond used by Grantee in satisfaction of A.I.D. requirements for securing the advance of funds specified in Article V, commissions paid to private banking institutions for the exchange of U. S. dollars into foreign currencies when such exchanges are made in accordance with the provisions of Article VI, amounts disbursed to bona fide sub-grantees in the form of sub-grants as provided herein, and costs incurred by Grantee in procuring books, expendable supplies, and equipment, including shipping expenses, which are provided as gifts or as part of sub-grants made hereunder shall be the only allowable costs authorized hereunder.

2. It shall be the Grantee's responsibility to determine the costs which will be allowable, as well as the reasonableness of such costs, under bona fide sub-grants, provided, however, that such allowable costs shall not include any of the unallowable costs specified in Clause 3 below.

3. The Grantee shall use its best efforts to insure that Subgrantees shall not use funds provided by Subgrants made hereunder for the following purposes:

Advertising costs, including the costs of advertising media and related technical and administrative costs, except help wanted advertising; Bad Debts

including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs; Expenditures for books, equipment and other costs not related to this Grant or Subgrants hereunder; Contingency Provisions which provide for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happenings; Entertainment costs including costs of amusement, social activities, entertainment, and incidental costs relating thereto such as meals, lodging, rentals, transportation, and gratuities; Fines and Penalties resulting from violation of or failure to comply with local laws and regulations except when incurred as a result of compliance with specific provisions required to be included in Subgrants by the terms of this Grant; Insurance on the lives of officers or directors of Subgrantee institutions (except where such insurance is part of an employee benefit plan which is not restricted to such officers or directors); Actual losses which could have been covered by permissible insurance except (a) costs incurred because of losses not covered under normal deductible insurance coverage provided in keeping with sound business practice, and (b) minor losses not covered by insurance, such as spoilage, breakage and disappearance of small hand tools, which occur in the ordinary course of doing business; Costs for interest on borrowed capital or temporary use of endowment or other funds, however represented; Investment Counsel and staff costs; Losses on other research agreements or contracts; Legal, accounting, and consulting services, and related costs, incurred in connection with the prosecution of claims against sub-grantees, the Grantor or any Government, or in connection with patent infringement litigation; Profits and losses on disposition of plant, equipment, or other capital assets; Public information services costs unless specifically related to the performance

of the Grant; Severance pay paid to employees in excess of that required by the laws of any Country in which performance under subgrants takes place or by employer-employee agreements; Special service costs such as general public relations activities and catalogs; and Taxes from which exemptions are available to the Grantee.

L. International Transportation of Books, Equipment and Materials

All international air or ocean shipments made by the Grantee, the cost of which are to be reimbursed the Grantee in U. S. dollars under this Grant, shall be made on U. S. flag carriers or vessels unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a U. S. carrier or vessel either at point of origin or transshipment, provided that the Grantee certifies to the facts in the vouchers or other documents retained as part of his Grant records to support his claim for reimbursement and for post audit by A.I.D. This provision shall not apply to such shipment costs incurred by sub-grantees under approved sub-grants hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the date of the last signature appearing below.

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY William D. Rogers
William D. Rogers
Deputy United States Coordinator
Alliance for Progress

DATE JUN 30 1965

AGREED:

THE POPULATION COUNCIL

BY Frank M. ...

TITLE President

DATE June 24, 1965

HEREIN, the parties hereto entered into a Grant Agreement (hereinafter referred to as the "Grant") effective June 21, 1954; and

HEREIN, the parties hereto now desire to amend said Grant to reduce the total funds obligated thereon;

NOW, THEREFORE, the parties mutually agree that said Grant shall be and it is hereby amended as follows:

1. Page Five of Grant

a. Delete the amount "\$500,000" appearing in the sixth line and substitute "\$200,000" therefor.

b. Delete the FIG/T number "225-15-00-438-02-000007" appearing in the seventh line and substitute "225-15-00-438-02-000007-A1" therefor.

c. Delete the Allocation Symbol and Change number "225-01-00-02-00-01" appearing in eighth line and substitute the number "225-01-00-02-00-05" therefor.

2. Article I Scope of Activities

a. Delete paragraph "B" thereof and substitute the following new paragraph "B" therefor

"B. It is planned that the Grants will make approximately four (4) sub-grants per year, averaging \$25,000 each. The Grants will make sub-grants on a case-by-case basis with the prior approval of A.I.D./V. It is also planned that additional input funds will be made to the Grants from time to time, as positive results from the initial Grant demonstrate the success of the program, and pending the availability of funds."

3. Article IV - ASSISTANCE, PAYMENT AND EXECUTION, PARAGRAPH A

Delete "Three Hundred Thousand United States Dollars (\$300,000)"

in the second line thereof and substitute "Two Hundred Thousand (\$200,000) Dollars", therefor.

4. Article V - ~~Amendment to Paragraph A~~ thereof delete "Three Hundred Thousand Dollars" in the fourteenth line thereof and substitute "Two Hundred Thousand Dollars" therefor.

5. Article VI - ~~Amendment to Sub-Section~~

Delete the last sentence beginning in the fifth line thereof, and "except those involving Colombian and Brazilian currencies" in line 3.

Except as hereby expressly amended, this Grant remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed, effective on the date of the last signatory hereto.

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY [Signature]

JUL 28

DATE [Signature]

AGREED:

THE POPULATION COUNCIL

BY [Signature]

TITLE [Signature]

DATE [Signature]

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Grant No. AID/12-528 - A1
(Regional)

AMENDMENT NO. 1

TO THE

GRANT

ISSUED TO

UNITED STATES OF AMERICA

AND

THE POPULATION COUNCIL

AMOUNT OF GRANT: \$200,000

FID/T 505-12-52-438-53-52807-A1

APPROPRIATION SYMBOL: YE-1151010

ALLOTMENT SYMBOL & NUMBER: 505-52-505-52-52-63

TERMINATION: 24 months

EFFECTIVE DATE: June 21, 1966

TERMINATION DATE: June 21, 1967

THIS AGREEMENT is made and entered into between the Government of the United States of America acting through the Agency for International Development (hereinafter referred to as the "Grantor"), as represented by the Contracting Officer executing this Grant on behalf of the Grantor, to The Population Council (hereinafter referred to as the "Grantee"), a non-profit private foundation, chartered under the laws of the State of New York, with its principal office located at 120 Park Avenue, New York, New York.

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WHEREAS, the parties hereto entered into a Grant Agreement (hereinafter referred to as the "Grant") effective June 21, 1964; and

WHEREAS, the parties hereto now desire to amend said Grant to reduce the total funds obligated thereon;

NOW, THEREFORE, the parties mutually agree that said Grant shall be and it is hereby amended as follows:

1. Total Funds of Grant

a. Delete the amount "\$400,000" appearing in the sixth line and substitute "\$307,000" therefor.

b. Delete the FIO/T number "228-15-00-A30-000007" appearing in the seventh line and substitute "228-15-00-A30-00-000007-A1" therefor.

c. Delete the "Allotment Symbol and Charge" number "228-05-000-12-00-01" appearing in eighth line and substitute the number "228-05-000-12-00-05" therefor.

2. Article I Scope of Activities

a. Delete paragraph "B" thereof and substitute the following new paragraph "B" therefor

"B. It is planned that the Committee will make approximately four (4) sub-grants per year, averaging \$25,000 each. The Committee will make sub-grants on a case-by-case basis with the prior approval of A.I.D./V. It is also planned that additional support funds will be made to the Committee from time to time, as positive results from the initial Grant demonstrate the success of the program, and pending the availability of funds."

3. Article IV - Assistance, Payment and Reversion, Paragraph A

Delete "Three Hundred Thousand United States Dollars (\$300,000)"

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in the second line thereof and substitute "Two Hundred Thousand (\$200,000) Dollars", therefore.

4. Article V - ~~Amendment of Paragraph A~~ thereof delete "Three Hundred Thousand Dollars" in the fourth line thereof and substitute "Two Hundred Thousand Dollars" therefore.

5. Article VI - ~~Amendment to Sub-Section~~

Delete the last sentence beginning in the fifth line thereof, and "except those involving Colombian and Brazilian currencies" in line 3.

Except as hereby expressly amended, this Grant remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed, effective on the date of the last signatory hereto.

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY [Signature]

JUL 28 1966

DATE [Signature]

AWJED:

THE POPULATION COUNCIL

BY [Signature]

TITLE [Signature]

DATE [Signature]

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CERTIFIED A TRUE COPY THIS
21st DAY OF September 1966
BY E. L. Amis

Grant No. AID/1a-286 - A2
(Regional)

AMENDMENT NO. 2
TO THE
GRANT
BETWEEN THE
UNITED STATES OF AMERICA
AND
THE POPULATION COUNCIL
AMOUNT OF GRANT: \$200,000
PIO/T 598-15-99-438-53-6525087-A1
APPROPRIATION SYMBOL: 72-1151010
ALLOTMENT SYMBOL & CHARGE: 595-65-598-32-69-63
DURATION: 24 months
EFFECTIVE DATE: June 21, 1965
TERMINATION DATE: June 21, 1967

THIS AMENDMENT is made and entered into between the Government of the United States of America acting through the Agency for International Development (hereinafter referred to as the "Grantor"), as represented by the Contracting Officer executing this Grant on behalf of the Grantor, to The Population Council (hereinafter referred to as the "Grantee"), a non-profit private foundation, chartered under the laws of the State of New York, with its principal office located at 230 Park Avenue, New York, New York.

WHEREAS, the parties hereto entered into a Grant Agreement (hereinafter referred to as the "Grant") effective June 21, 1965, and subsequently amended said Grant; and

WHEREAS, the parties hereto now desire to further amend said Grant to correct certain administrative errors and to provide for other mutually desirable changes:

NOW, THEREFORE, the parties mutually agree that said Grant shall be and it is hereby amended as follows:

1. Article V - Method of Disbursement

Section A

a. Delete "One Hundred Fifty Thousand U.S. dollars (\$150,000)" appearing in the second line thereof and substitute "One Hundred Thousand (\$100,000) U.S. dollars" therefor.

b. Delete the amount "Fifty Thousand (\$50,000) dollars" appearing in the eighth line thereof and substitute "Thirty Three Thousand (\$33,000) dollars" therefor.

c. Delete "One Hundred Fifty Thousand (\$150,000) dollars" in the eleventh line thereof and substitute "One Hundred Thousand (\$100,000) dollars" therefor.

d. Delete the amount "One Hundred Fifty Thousand (\$150,000) dollars" appearing in the second line, page 8 thereof and substitute "One Hundred Thousand (\$100,000) dollars", therefor.

2. Article VI - Payments to Sub-Grantees

Delete this Article and substitute the following therefor:

"Article VI - Payments to Sub-Grantees

The Grantee shall make payments to sub-grantees in local currency, as defined in Article VII-A-8 General Provisions next below. The Grantee shall make all required currency conversions through normal commercial banking facilities by utilizing the services of a U.S. banking institution for this purpose."

This amendment does not involve an increase in the funds obligated hereto.

Except as hereby expressly amended, this Grant remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date of the last signatory below.

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY *[Signature]*

R. E. GERRARD
Contracting Officer

DATE SEP 9 1966

AGREED:

THE POPULATION COUNCIL

BY *[Signature]*

TYPED NAME Frank W. Notenstein

TITLE *[Signature]*

TYPED TITLE President

DATE August 25, 1966

Grant No. AID/1a-288 - A3
(Regional)

AMENDMENT NO. 3

TO THE

GRANT

BETWEEN THE

UNITED STATES OF AMERICA

AND

THE POPULATION COUNCIL

AMOUNT OF GRANT: \$200,000

PIO/T 508-15-99-132-53-6525087 - A1

APPROPRIATION SYMBOL: 72-1151010

ALLOTMENT SYMBOL & CHARGE: 595-65-893-32-69-63

DURATION: 24 months

EFFECTIVE DATE: June 21, 1965

TERMINATION DATE: June 21, 1967

THIS AMENDMENT is made and entered into between the Government of the United States of America acting through the Agency for International Development (hereinafter referred to as the "Grantor"), as represented by the Contracting Officer executing this Grant on behalf of the Grantor, to The Population Council (hereinafter referred to as the "Grantee"), a non-profit private foundation, chartered under the laws of the State of New York, with its principal office located at 270 Park Avenue, New York, New York.

WHEREAS, the parties hereto entered into Grant Agreement (hereinafter referred to as the Grant) effective June 21, 1965, and subsequently amended said Grant; and

CERTIFIED A TRUE COPY THIS
3rd DAY OF October 1966
BY E. L. Amis

WHEREAS, the parties now desire to further amend said Grant to correct certain administrative oversights which will provide greater flexibility in implementing the work and services required by this Grant.

NOW, THEREFORE, the parties mutually agree that said Grant shall be and it is hereby amended as follows:

ARTICLE I - SCOPE OF ACTIVITIES

Delete the second sentence beginning in the third line thereof and substitute the following sentence therefor. "Such sponsorship could include gifts of books and equipment, meeting costs of translation and publication, making contributions for conferences, seminars and workshops, and fellowships and travel grants."

This amendment does not involve an increase in the funds obligated hereto.

Except as hereby expressly amended, this Grant remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date of the last signatory below.

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY *J. G. [Signature]*
DATE SEP 29 1966

AGREED:

THE POPULATION COUNCIL
BY *F. W. [Signature]*
TYPED NAME: Frank W. Notestein
TITLE President
TYPED NAME: _____
DATE: September 23, 1966

CERTIFIED TRUE COPY

14 APR 1967

SIGNED [Signature] DATE _____

EFFECTIVE DATE 3-31-67

Grant No. AID/1a-286-A4
(Regional)

AMENDMENT NO. 4

to the

GRANT BY THE

UNITED STATES OF AMERICA

to

THE POPULATION COUNCIL

PIO/T 598-15-990-456-53-6570261
Appropriation: 72-1171010
Allotment Symbol: 795-65-598-00-69-71
Obligation Status: Administrative Reservation
Increase: \$200,000

Grant No. AID/1a-286 is hereby modified as follows:

1. Article I - Scope of Activities - Delete Section D in its entirety.
2. Article II - Assistance, Duration and Revocation
 - a. In Section A, delete "\$200,000" and substitute therefor "\$400,000".
 - b. In Section B, delete the expiration date of "June 21, 1967" and substitute therefor "December 31, 1967".

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the dates below.

THE POPULATION COUNCIL
POPULATION COUNCIL, INC.
BY [Signature]
TITLE F. W. Notostein
DATE FEB 16 1967
President

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
BY [Signature]
TITLE Contracting Officer
DATE MAR 1 1967