

ISA 37743

PD-AAQ-459

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

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(24)
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FUNDS OBLIGATED

PAGE 2

Dr. Howard McKaugh
Director of Research Office
Graduate Division and Research Administration
University of Hawaii
Manoa Campus
Honolulu, Hawaii 96822

NO JUN 1976

Subject: Grant No. AID/ta-G-1344
P10/T No. 931-11-999-003-
3168998

Dear Dr. McKaugh:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the University of Hawaii (hereinafter referred to as the "Grantee") the sum of \$10,440 to provide support for a program on updating and improving the world ~~week~~ ^{weed} data bank as 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 program objectives during the period June 30, 1976 through April 30, 1977.

This Grant is made to the University of Hawaii, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Program Description," and Attachment B entitled "Standard Provisions which have been agreed to by your organization.

Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,

V. C. Parelli
Grant Officer
Technical Assistance Branch
Central Operations Division
Office of Contract Management

Attachments:

- Statement of Assurance of Compliance
- A. Program Description
- B. Standard Provisions
- C. Payment Provisions

ACCEPTED:

UNIVERSITY OF HAWAII

BY: *[Signature]*
Comptroller

TITLE: Contracts and Grants

DATE: 11 15

FUNDS OBLIGATED

Approp. No. 72-11X1026
 Allot. No. 426-31-099-00-20-61
 Obj. No. 3108998 Obj. 01.259
 Amt. 10,440.00
 Date 431-11-999-003-73

By J.B. 6/30/76

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ATTACHMENT A

PROGRAM DESCRIPTION

A. Purpose of Grant

The purpose of this Grant is to provide support for a program on updating and improving the world weed data bank.

Background

Over the past 10 years the College of Tropical Agriculture at the University of Hawaii has been cooperating with weed scientists at the Universities of Wisconsin, Philippines, and Oregon State in defining and analyzing the world weed problem. This effort, which began as an attempt to better understand those weeds which cause the major crop losses or difficulties for man in his daily activities, has led to the creation of a world weed data bank in which very detailed information is kept on 350 or so major weeds, and less but still an impressive amount of data are kept on less important plants which somewhere, sometime have behaved as weeds. The larger data bank now has world distribution and rankings of importance for the more than 8000 plants which have been classed as weeds.

A major state-of-the-art book has resulted from this work. Entitled, "The World's Worst Weeds: Biology and Distribution," it is the first volume of a 2 volume series on those 175 to 200 plants which cause the most of the losses across the world.

A third reference work, a "Geographical Index of World Weeds," is in the final stages of preparation as a first approximation of the present status of the world weed problem.

C. Specific Objectives

The specific objective of this Grant is the following:

1. To keep the data bank current by providing the technical staff to

set up new information received from across the world for inclusion into the central data files by using computer techniques.

D. Implementation

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

1. Provide technical staff to maintain data bank;

2. Maintain two basic files; the first a very detailed data bank which is being expanded as time permits to include more and more information on an increased number of species. The second data bank is the world weed distribution and importance file which gives the current status of all weeds reported in the world. This data bank expands as reports come in on changes in weed importance, geographical range or ecology. By referring to this data bank one can readily determine (a) the correct identification for each weed, along with any other older or incorrect names which have been applied, (b) a listing of countries in which the weed has been reported, along with, (c) a ranking of importance for the weed in each country, and (d) the possibility of obtaining a check list of weeds for each country in the world. Such information gives the user ready information as to what other countries have the problem weed at hand and gives the first leads in following up to obtain further biological or control information for the weed. If the plant happens to fall in the detailed file, then currently-available detailed information can be sent out for that plant.

E. Reports

Upon completion of the grant period, Grantee will submit a report to TA/AGR containing update of the two basic files.

Budget

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

Salaries	\$ 7,264
Fringe Benefits	1,152
Key Punching	600
Computer Costs	400
Supplies	<u>75</u>
	\$ 9,491
Indirect Costs	<u>949</u>
	\$10,440

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

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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.

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.

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.

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/CSD, 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 to date	\$xxx
Expended this period (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 _____