

PD-ARR-187
150.39674

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
MISSION TO ZIMBABWE

1 PASCOE AVENUE
P.O. BOX HG 81
~~SALISBURY~~ ZIMBABWE
Harare
Phone 20757/20739/20630

November 16, 1982

Mrs. Stella Greenway, Chairman
Adult Literacy Organization of
Zimbabwe
301-314 Shepperton House
Harare, Zimbabwe

SUBJECT: BOOKS FOR NEW LITERATES
OPG PROJECT NUMBER
613-0224

Dear Mrs. Greenway:

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 Adult Literacy Organization of Zimbabwe ("ALOZ" or "Grantee") a sum not to exceed the equivalent of Three Hundred Thousand United States Dollars (US\$ 300,000). These funds will be available to support a two-year program by ALOZ to meet effectively the demand for simplified and relevant printed materials for new literates through increasing and improving its printing capacity.

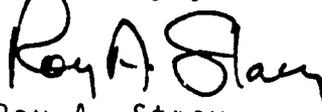
This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee from the date of this letter, through December 31, 1984.

This Grant is made to ALOZ on condition that the funds will be administered in accordance with the terms and conditions as set forth in the following: Attachment 1, hereto entitled "Program Description," and Annexes thereto; and Attachment 2 hereto, entitled "Standard Provisions."

Please sign the original and five (5) copies of this letter to acknowledge your acceptance of the conditions under which

these funds have been granted. We will return three (3) fully signed copies for your records and keep the remainder for ourselves.

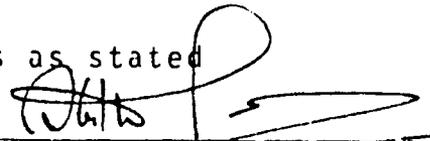
Sincerely yours,



Roy A. Stacy
Director

Attachments as stated

Accepted:



Stella Greenway
Chairman

Date: 16th Nov. 1982

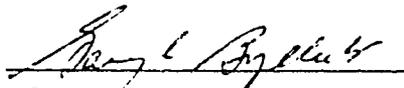
FUNDING DATA:

Appropriation: 72-1131037

Allotment: 337-50-613-00-69-31

Budget Plan Code: GESA-83-21613-KG13

Authority: State 319452



Gary L. Byllesby, Acting Controller

ATTACHMENT 1

PROGRAM DESCRIPTION

BOOKS FOR NEW LITERATES PROJECT

A. PURPOSE OF THE GRANT

The purpose of this Grant is to increase the availability of simplified and relevant reading materials available to new literates. This is to ensure that as men and women acquire literacy skills they will be able to build on these skills through access to appropriate and inexpensive reading materials. These materials will cover topics and subjects of interest to new literates.

B. SPECIFIC OBJECTIVES AND OUTPUTS

The specific objective of the Grant is to enable ALOZ to provide simplified, relevant and affordable reading materials to the growing number of new literates. The number of new literates is expected to increase from 236,000 in 1983 to 952,000 by 1985. This increase will be the result of efforts by organizations such as ALOZ and the National Literacy Campaign expected to be launched in 1983 by the Ministry of Education and Culture and the Ministry of Community Development and Women's Affairs.

This Grant complements A.I.D.'s 1981 grant to ALOZ entitled "Zimbabwe Adult Literacy Teacher Training and Text Production Project:" whose purpose is to expand the absolute and relative numbers of functionally literate Zimbabweans, particularly women.

The specific outputs expected to result from the Grant include:

1. Efficient production of books and other reading materials for new literates capable of meeting the estimated demand for such materials;
2. Elimination of the current 50 percent subsidy on printed materials sold by ALOZ; and
3. Establishment of a fully equipped and operational non-profit print shop which is capable of financing its operation through income earned from sale of its services and output.

C. PROJECT ACTIVITIES

1. Efficient production of books and other reading materials for new literates capable of meeting the estimated demand for such materials.

ALoz current printing capacity cannot meet existing demand and is totally inadequate to cope with any further expansion of ALOZ's or the Government of Zimbabwe's program for literacy education. This conclusion was reached during the formative evaluation of A.I.D.'s 1981 grant to ALOZ's which was conducted in September 1982 by an independent Graphic Arts Production Consultant.

At present ALOZ has approximately 360 literacy teachers working throughout the country. These literacy teachers are sponsored by commercial and industrial enterprises, mines, church organizations, farmers and citizens. The sponsor pays some of the costs incurred during training of the literacy teacher and is expected to support the literacy program by encouraging student enrollment, helping with the acquisition of learning materials and paying the teacher's salary. ALOZ estimates that by 1985 they will have 750 teachers conducting literacy programs.

In addition to ALOZ's literacy program, the Government of Zimbabwe is expected to launch in 1983 its own National Literacy Campaign. This program is likely to reach approximately 200,000 illiterates by the end of 1983. ALOZ will likely play a major supportive role in this program through technical assistance in the design of learning materials and the training of literacy teachers. Furthermore, the combined impact of both programs will dramatically increase the demand for reading materials.

To support its program, ALOZ has developed 23 readers or teaching books. These materials are continually revised and updated as required. ALOZ plans to develop gradually new teaching books and materials at the rate of eight new primers per year.

This expansion in both literacy teachers and new reading materials will result in an increase in press runs of 33 percent each year between 1982 and 1985. In addition, past history indicates that each book may have to be reprinted two or three times per year.

ALOZ's current printing equipment consists of a "jiffy" type print press, Gestetner 318 (12x13) bed; and a direct image print maker DT1, plus two mimeograph machines. Annual volume of the press is about one million impressions (pages) per year. However, the existing out of stock backlog represents a year's production using existing equipment.

With its present equipment, ALOZ has about 15 percent of the equipment capacity to meet its estimated production demand by 1985. The equipment ALOZ owns is strictly office machinery designed for duplicating letters, bulletins, and price lists. Its requirements call for the establishment of professional printing capacity. ALOZ's equipment was never intended for the publication of books. To use it for this purpose makes for slow, cumbersome and expensive production.

The Grant will finance the purchase of professional printing equipment which will expand ALOZ's capacity to print literacy materials and will result in a more efficient printing operation. The equipment to be purchased is listed in Annex A of this Attachment.

2. Elimination of the current 50 percent subsidy on printed materials sold by ALOZ

During the first formative evaluation of A.I.D.'s 1981 grant to ALOZ (A.I.D. Project Number 613-0220), it was suggested that ALOZ and A.I.D. explore ways to reduce or eliminate, if possible, the subsidy on printed materials sold by ALOZ. At present it costs ALOZ approximately Z\$.50 per booklet to produce 5,000 copies of a 36 page booklet. This booklet is sold at half its cost to literacy students, teachers and sponsors.

In the discussion between A.I.D. and ALOZ following the first formative evaluation, it was agreed that it would be difficult to eliminate this subsidy with a significant change in the quality of the materials being produced. The average quality of the printing of existing materials is poor. To double the cost to the user would likely have an adverse effect on the literacy program.

The Graphic Arts Production Consultant estimated that using the professional printing equipment to be financed through this Grant, ALOZ would be able to produce the same 36 page booklet, but at a higher quality for Z\$.24.

ALOZ proposes to remove the subsidy on its publications once the printshop is operational.

3. Establishment of a fully equipped and operational non-profit printshop capable of financing its operation through income earned from the sale of its materials

The printshop to be established through this Grant will be set up as a non-profit organization. The printshop will operate under a manager who will report directly to the ALOZ's Management Committee. It is expected that within one year of its establishment the printshop will be able to finance its operation through the sale of printed materials.

Within the overall grant ceiling, A.I.D. agrees to finance during the first two years of operation the salary of the manager. Also, A.I.D. and ALOZ agree to share the cost of financing the salaries of the printshop staff during the first two years of its operation. The detailed items to be financed by each is presented in Annex A of this Attachment.

D. IMPLEMENTATION

1. Management Responsibilities The Project will be carried out as an Operational Program Grant to the Adult Literacy Organization of Zimbabwe (ALOZ) which assumes complete responsibility for the proper utilization of Grant funds. USAID/Zimbabwe will monitor Grantee performance, receive periodic reports and coordinate Grant disbursements. No sub-grants with outside organizations will be made. ALOZ, however, will employ additional staff as indicated by Annex A to this Attachment.

2. Personnel Recruitment Job descriptions for the new posts will be drawn up by the Director/Manager of the printshop with assistance from ALOZ's administrative staff. The posts will be advertised in the national press and within ALOZ. A short list of the best applicants will be drawn up, and interviews carried out by the printshop Manager, Director and Deputy Director. The selected candidate in each case will be provided with the ALOZ conditions of service and offered a salary in accordance with ALOZ policy. Once accepted, each new staff member will be placed on three months' probation in accordance with ALOZ's standing personnel policies.

3. Procurement and use of commodities All commodity procurement under the Grant shall follow procedures in accordance with good commercial practices. Local purchases of items within the approved budget (Annex A) are authorized and will be the responsibility of ALOZ. ALOZ working through local suppliers will identify equip-

ment to be purchased with foreign exchange. A.I.D. will handle the actual foreign exchange purchases.

4. Disbursement procedures for local cost financed under grant In order to facilitate implementation of activities financed by local currency under this Grant, A.I.D. will make an initial cash advance to cover estimated disbursing requirements for up to 60 days. The cash advance may be replenished as frequently as monthly upon receipt of:

- (a) Standard form 1034 (Public Voucher for Purchases and Services other than Personal), original, plus two copies are required; and
- (b) A consolidated report of expenditures which shows by budget line:
 - (i) amount budgeted,
 - (ii) expenditures (cash disbursements) previously reported,
 - (iii) current month expenditures,
 - (iv) cumulative expenditures, and
 - (v) estimated cash requirements.

Grantee's statements are to be certified correct by the designated authorized representative in Section H of this Attachment.

A.I.D. will endeavor to replenish the cash advance within 15 days after receipt of the reports specified above through the use of pre-positioned checks which may be disbursed to ALOZ upon receipt and approval of its monthly statements. ALOZ will maintain a separate checking account for A.I.D. funds provided through this Grant. In addition, ALOZ shall maintain internal documentation in support of its expenditures, as required under Attachment 2 of this Grant.

5. Disbursement procedures for foreign exchange financed under this Grant

The Grantee may obtain disbursements of funds under the Grant for the foreign exchange costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be

mutually agreed upon:

- (a) By submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters:
 - (i) requests for reimbursement for such goods, or
 - (ii) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or
- (b) By requesting A.I.D. to issue Letters of Commitment for specified amounts:
 - (i) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or
 - (ii) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

Banking charges incurred by the Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

6. Implementation schedule

Annex B to this Attachment 1 contains the detailed mutually agreed upon Grant Implementation Plan. ALOZ will make its best efforts to comply with this plan and will inform A.I.D. promptly if significant delays are experienced in adherence to this schedule. The schedule may be changed by mutual agreement of the Grantee and A.I.D. without formal amendment of this Grant.

7. Reports

ALOZ will submit quarterly to USAID/Zimbabwe three copies of a progress report. The reports will be submitted within sixty (60) days of the completion of each quarter. Each such report should include an assessment of progress in terms of actions in the Grant Implementation Plan (Annex B), problems encountered to date, and a statement of actions planned for the coming quarter.

E. PROJECT BUDGET

A summary of the estimated budget for this project is set out below:

<u>Item</u>	<u>Amount in US Dollars</u>
Personnel Costs	\$ 198,000
Materials/Supplies.	118,000
Shop Rental Space	21,000
Printing Equipment.	<u>167,400</u>
TOTAL	<u>\$ 504,000</u>

A more detailed breakout of this budget is contained in Annex A to this Attachment 1. A.I.D., under this Grant, will provide funds to cover an anticipated 59 percent of the total estimated budget, that is US \$ 300,000. A.I.D. agrees to finance all of the foreign exchange cost associated with the procurement of printshop equipment, materials, and supplies. The remainder of the budget not financed by the A.I.D. \$300,000 grant will be financed from ALOZ's other revenue sources including the use of A.I.D. Grant No. 613-0220 entitled "Adult Literacy Teacher Training and Text Production OPG" to cover operating cost of the printshop which would have normally been provided in the absence of this Grant.

ALOZ may utilize the Grant within any of the above expense categories. Payments to ALOZ and purchases by ALOZ under the Grant shall be made in local currency. Off-shore procurement or foreign exchange expenses under the Grant shall be undertaken by A.I.D. on behalf of ALOZ.

The detailed breakout of this budget in Annex A to this Attachment 1 is illustrative only. This Annex may be revised by the Parties, within the above categories of the expenses, by exchange of letters, without formal amendment of the Agreement.

F. EVALUATIONS

At the end of the first year of the Project, ALOZ together with A.I.D. will conduct a formative evaluation. At the end of the Project, a summative evaluation will be carried out.

The exact timing and scope of work of the two evaluations will be developed jointly by USAID/Zimbabwe and ALOZ. Persons proposed for the evaluation teams will need the approval of both Parties to this Agreement.

G. CONDITION PRECEDENT TO DISBURSEMENT

Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, ALOZ will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. a statement of the name(s) or person(s) holding or acting in the office specified in Section H and of any additional representatives, together with a specimen signature of each person specified in such statement.

If the condition specified under this section above has not been met within ninety (90) days from the date of this Grant, or such later date as A.I.D. may agree to in writing, A.I.D. at its option may terminate this Grant by written notice to the Grantee.

When A.I.D. has determined that the condition precedent specified above has been met, it will promptly notify the Grantee.

H. REPRESENTATIVES

For all purposes relevant to this Grant, ALOZ will be represented by the individual holding or acting in the office of Director, Adult Literacy Organization of Zimbabwe, or his/her designee and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of whom, by written notice, may designate additional representatives. The name(s) of the representative(s) of the Grantee, with specimen signature(s), will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representative(s) in implementation of this Grant, until receipt of written notice of revocation of their authority.

I. STANDARD PROVISIONS

The A.I.D. Standard Provisions, Attachment 2, are applicable to this Agreement.

ANNEX A
B U D G E T
(US Dollars)

	<u>Y E A R 1</u>		<u>Y E A R 2</u>		<u>T O T A L</u>		<u>TOTAL</u>
	<u>USAID</u>	<u>ALOZ</u>	<u>USAID</u>	<u>ALOZ</u>	<u>USAID</u>	<u>ALOZ</u>	
<u>Expenditures"</u>							
<u>Personnel</u>							
Director of Printshop	\$26,000	0	\$27,000	\$ 0	\$53,000	0	\$ 53,000
Printer/Makeup + Camera	15,600	0	16,000	0	31,600	0	31,600
Printer/Camera	0	15,600	0	15,500	0	31,200	31,200
Typesetter	0	14,000	0	14,500	0	28,500	28,500
Binder 1	0	6,500	0	6,700	0	13,200	13,200
Binder 2	0	6,500	0	6,700	0	13,200	13,200
Bookkeeper	0	8,400	0	8,700	0	17,100	17,100
Guillotine Operator	0	5,000	0	5,200	0	10,200	10,200
SUB-TOTAL	41,600	56,000	43,000	57,400	84,600	113,400	198,000
<u>Materials</u>							
Paper	20,000	20,000	10,000	50,000	30,000	70,000	100,000
Ink, Chemicals	8,000	0	10,000	0	18,000	0	18,000
SUB-TOTAL	28,000	20,000	20,000	50,000	48,000	70,000	118,000
<u>Rent</u>							
	0	10,000	0	11,000	0	21,000	21,000
SUB-TOTAL	0	10,000	0	11,000	0	21,000	21,000
<u>Equipment</u>							
Press	55,000	0	0	0	55,000	0	55,000
Typesetter	32,500	0	0	0	32,500	0	32,500
Camera	5,900	0	0	0	5,900	0	5,900
Platemaker	3,000	0	0	0	3,000	0	3,000
Wire Stitcher	6,500	0	0	0	6,500	0	6,500
Folder	23,400	0	0	0	23,400	0	23,400
Guillotine	19,500	0	0	0	19,500	0	19,500
Darkroom	3,000	0	0	0	3,000	0	3,000
Stripping Table	400	0	0	0	400	0	400
Shipping Cost (12%)	18,200	0	0	0	18,200	0	18,200
SUB-TOTAL	167,400	0	0	0	167,400	0	167,400
<u>TOTAL EXPENDITURES</u>	<u>237,000</u>	<u>86,000</u>	<u>63,000</u>	<u>118,400</u>	<u>300,000</u>	<u>204,400</u>	<u>504,400</u>
<u>INCOME</u>							
USAID Grant	237,000	0	63,000	0	300,000	0	300,000
Book Sales	0	105,300	0	136,890	0	242,190	242,190
Other	0	6,500	0	13,000	0	19,500	19,500
TOTAL	237,000	111,800	63,000	149,890	300,000	261,690	561,690
<u>INCOME-EXPENDITURES</u>	(0)	(+25,800)	(0)	(+31,490)	(0)	(+57,290)	(+57,290)

ANNEX B

GRANT IMPLEMENTATION PLAN

<u>Date</u>	<u>Action</u>	<u>Action by</u>
11/82	Grant agreement signed	ALOZ-USAID
11/82	Condition precedent met and advance requested	ALOZ-USAID
11/82	Printshop Manager/Director's position advertised	ALOZ
12/82	Printshop Manager/Director hired	ALOZ
12/82	Printing equipment ordered from overseas	ALOZ-USAID
12/82	USAID advance check received	USAID
1/83	Institutional/legal status of printshop established	ALOZ
2/83	Site for printshop established	ALOZ
2/83	Job descriptions for various positions within printshop drawn up and approved	ALOZ
2/83	Printshop positions advertized	ALOZ
3/83	Printshop equipment arrives	ALOZ-USAID
3/83	Printshop equipment cleared through customs	ALOZ-USAID
3/83	Printshop positions filled	ALOZ
4/83	Printing equipment installed	ALOZ
4/83	Training of printshop staff begins	ALOZ
6/83	Training of staff ends	ALOZ
5/83	Printshop begins operation printing ALOZ materials	ALOZ
8/83	Printshop begins printing orders for other non-governmental and governmental organizations	ALOZ
10/83	Formative evaluation	ALOZ-USAID
1/84	Printshop in full operation printing ALOZ and other organizations materials	ALOZ
6/84	Printshop self-financing	ALOZ
11/84	Summative evaluation	ALOZ-USAID
12/84	Grant completed	ALOZ-USAID

ATTACHMENT 2
STANDARD PROVISIONS
FOR
NON U.S. NON GOVERNMENTAL GRANTEEES
AND
NON U.S. NON GOVERNMENTAL SUBGRANTEES

1. ALLOWABLE COSTS AND CONTRIBUTIONS (NON PROFIT ORGANIZATIONS-
OTHER THAN EDUCATIONAL INSTITUTIONS)

(a) The Grantee shall be reimbursed for costs incurred in carrying out the purpose of this grant which are determined by the Grant Officer to be reasonable, allocable, and allowable in accordance with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and (3) cost principles contained in OMB Circular A-122 entitled "Cost Principles for Nonprofit Organizations" in effect on the date of this grant (hereafter referred to as "applicable cost principles").

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

(c) The requirements set forth in this provision are only applicable to costs incurred with funds provided by A.I.D. under this grant. Except for paragraph (b) above, the requirements set forth in this provision are not applicable to costs incurred by the Grantee from non-Federal funds. Such costs will be considered allowable to the extent they conform to the requirements of paragraph (b) above and are incurred for purposes of the grant.

2. ACCOUNTING, AUDIT, AND RECORDS

(a) With respect to accounting, records and audit, the Grantee shall comply with the requirements set forth in paragraphs 11, 12 and 14, of Handbook 13.

(b) The A.I.D. Inspector General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 1.6 of Chapter 1 of Handbook 13) reserve the right to conduct an audit of the Grantee's books and records to determine whether the Grantee has expended A.I.D.'s funds in accordance with the terms and conditions of this grant. The Grantee agrees to make available any further information requested by A.I.D. with respect to any questions arising as a result of the audit/

3 REFUNDS

(a) If use of the A.I.D. funds provided hereunder 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 the grant, the Grantee shall refund to A.I.D. an amount equivalent to the amount of interest accrued.

(b) Funds obligated by A.I.D. hereunder but not disbursed to the Grantee at the time the grant expires or is terminated, shall revert to A.I.D., except for such 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 A.I.D.

(c) If, at any time during the life of the grant, or as a result of final audit, it is determined by A.I.D. that funds provided under this Grant have been expended for purposes not in accordance with the terms of this grant, the Grantee shall refund such amount to A.I.D.

4. REVISION OF FINANCIAL PLANS

(a) The Financial Plan, i.e., grant budget, is the financial expression of the project or program as approved during the application and/or award process.

(b) The Grantee shall immediately request approval from the Grant Officer when there is reason to believe that within the next 30 calendar days a revision of the approved Financial Plan will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the project or program.

(2) Additional funding is needed.

(3) The Grantee expects the amount of A.I.D. authorized funds will exceed its needs by more than \$5,000 or five percent of the A.I.D. award, whichever is greater.

(4) The Grantee plans to transfer amounts budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The Grantee plans to transfer funds budgeted for training allowances (direct payments to trainees) to other categories of expense.

(6) The Grantee plans to incur an expenditure which would require approval under the terms of this grant, and was not included in the approved Financial Plan.

(7) The Grantee intends to subcontract or subgrant any of the substantive programmatic work under this grant, and such subcontracts or subgrants were not included in the approved Financial Plan.

(c) When requesting approval for budget revisions, the Grantee shall use the budget forms that were used in the application unless a letter request will suffice.

(d) Within 30 calendar days from the date of the receipt of the request for budget revisions, the Grant Officer shall review the request and notify the Grantee whether the budget revisions have been approved. If the revisions are still under consideration at the end of 30 calendar days, the Grant Officer shall inform the Grantee in writing of the date when the Grantee may expect the decision. The Grant Officer shall obtain the Project Officer's clearance on all such requests prior to communication with the Grantee.

(e) If the requested budget revision requires the obligation of additional funding, and, if after notification pursuant to this Standard Provision, A.I.D. determines not to provide additional funds, the A.I.D. Grant Officer will, upon written request of the Grantee, terminate this grant pursuant to the Standard Provision of this grant, entitled "Termination."

(f) Except as required by other provisions of this grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the grant, and the Grantee shall not be obligated to continue performance under the grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the grant.

5. TERMINATION

(a) For Cause. This grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

(b) For Convenience. This grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the Grant Officer to the Grantee.

(c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, 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 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the Grantee prior to effective date or the 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 Government within 90 calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in this grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

6. DISPUTES

(a) Any dispute arising under this grant, which is not disposed of by agreement, shall be decided by the A.I.D. Grant Officer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Grantee.

(b) Decisions of the A.I.D. Grant Officer shall be final and conclusive unless, within 30 days of receipt of the decision of the Grant Officer, the Grantee appeals the decision to the Administrator, A.I.D. Any appeal made under this provision shall be in writing and addressed to the Administrator, Agency for International Development, Washington, D. C. 20523; a copy of any such appeal shall be concurrently furnished to the Grant Officer.

(c) In connection with any appeal proceeding under this provision, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

(d) A decision under this provision by the Administrator or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, an abuse of discretion, or based on clearly erroneous findings of facts or conclusions of law.

7. PAYMENT - PERIODIC ADVANCE

(This provision is applicable when (1) the requirements of paragraph 1.0.6. of Chapter 1 of Handbook 13 have been met, and (2) the Grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof, and (3) the Grantee's financial management system meets the standards for fund control and accountability required under the standard provision of this agreement entitled "Accounting, Audit and Records.")

(a) Each month (or quarter, if the Grantee is on a quarterly basis) after the initial cash advance, the Grantee shall submit to the A.I.D. Controller voucher form SF 1034 (original) and SF 1034-A (three copies), "Public Voucher for Purchases and Services Other Than Personal."

(b) Each voucher shall be identified by the appropriate grant number and shall be accompanied by an original and three copies of a report in the following format:

FEDERAL CASH ADVANCE STATUS REPORT
(Report Control No. W-245)

- A. Period covered by this report:
FROM (Month,day,year) _____
TO (Month,day,year) _____
Period covered by the next report
FROM (Month,day,year) _____
TO (Month,day,year) _____
- B. Cash Advance Use and Needs
1. Cash Advance on hand at the beginning of this reporting period..\$ _____
 2. U.S. Treasury check advance(s) received during this reporting period.. \$ _____
 3. Interest earned on cash advance during this reporting period.....\$ _____
 4. GROSS cash advance available during this reporting period (Lines 1, 2, &3).....\$ _____
 5. LESS, interest remitted to AID during this reporting period.....\$ _____
 6. NET cash advance available during this reporting period (Line 4 minus Line 5).....\$ _____
 7. Total disbursements during this reporting period, including sub-advances (see footnote 1).....\$ _____
 8. Amount of cash advances available at the end of this reporting period (Line 6 minus Line 7).....\$ _____
 9. Projected disbursements, including subadvances, for the next reporting period (see footnote 2)...\$ _____
 10. Additional cash advance requested for the next reporting period (Line 9 minus Line 8).....\$ _____
 11. Total interest earned on cash advance from the start of the Grant to the end of this reporting period, but not remitted to AID.....\$ _____
 12. Total cash advances to sub-grantees, if any, as of the end of this reporting period.....\$ _____

FOOTNOTES:

1. The Grantee shall submit a cumulative detailed report of disbursements by BUDGET line item quarterly; the monthly cash advance status report does not require a detailed report of disbursements.

2. The Grantee shall attach to this summary a detailed projection by BUDGET line item, of its anticipated needs for the next reporting period.

C. Certification

The undersigned hereby certifies: (1) that the report in paragraph B.9 above represents the best estimates of funds needed for the disbursements to be incurred over the period described, (2) that appropriate refund or credit to the Grant will be made in the event of disallowance in accordance with the terms of the Grant or Agreement, (3) that appropriate refund or credit to the Grant will be made in the event funds are not expended, and that any interest accrued on the funds made available herein will be refunded to A.I.D.

BY _____

Date _____

TITLE _____

8. PAYMENT - REIMBURSEMENT

(This provision is applicable to grants for construction, or to grants which do not provide for either a periodic advance or an FRLC in accordance with AID Handbook 13, paragraph 10.5.)

(a) Each month the Grantee shall submit to the A.I.D. Controller an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal", each voucher shall be identified by the Grant number and shall state the total amount of costs incurred for which reimbursement is being requested.

(b) In addition to the SF 1034, each non-construction grant voucher shall be supported by an original and 2 copies of SF 270, "Request for Advance or Reimbursement", and each construction grant voucher shall be supported by an original and 2 copies of SF 271, "Outlay Report and Request for Reimbursement for Construction Programs".

(c) Each quarterly voucher (or each third month voucher) shall also be supported by an original and 2 copies of a SF 269, "Financial Status Report". The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034; however the SF 269 shall cover the same quarterly period as the SF 1034(s).

9. TRAVEL AND TRANSPORTATION

(This provision is applicable when domestic or international air travel or shipment costs are reimbursable under the grant.)

(a) The Grant Officer hereby approves international travel to be reimbursed under this grant provided that the Grantee shall obtain written concurrence from the cognizant Project Officer in A.I.D. prior to sending any individual outside the United States to perform work under the grant. For this purpose the Grantee shall advise the Project Officer at least 30 days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant Mission or U.S. Embassy advance notification (with a copy to the Project Officer) of the arrival date and flight identification of grant-financed travelers.

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

(c) All international air travel and all international air shipments funded under this grant shall be made on United States flag air carriers (hereinafter referred to as "certificated air carriers"), to the extent service by such carriers is available in accordance with paragraphs (d) and (e) below:

The terms used in this provision 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 carriers" 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) Passenger or freight service by a certificated air carrier is considered "available" even though:

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

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

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

(e) Passenger service by a certificated air carrier will be considered to be "unavailable";

(1) When certificated air carriers offer only first class service, and less than first class service is available from non-certificated air carriers, or

(2) When the traveller, while enroute, has to wait 6 hours or more to transfer to a certificated air carrier to proceed to the intended destination, or

(3) 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

(4) 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.

(5) When the elapsed travel time on a scheduled flight from origin to destination airports by noncertificated air carrier(s) is 3 hours or less, and service by certificated air carrier(s) would involve twice such scheduled travel time.

(f) Freight service by a certificated air carrier will be considered to be unavailable when:

(1) No certificated air carrier provides scheduled air freight service from the airport serving the shipment's point of origin, and a noncertificated air carrier does.

(2) The certificated air carrier(s) serving the shipment's point of origin decline to issue a through airway bill for transportation to the shipment's final destination airport.

(3) Use of a certificated air carrier would result in delivery to final destination at least 7 days later than delivery by means of a noncertificated air carrier.

(4) The total weight of the consignment exceeds the maximum weight per shipment which a certificated air carrier will accept and transport as a single shipment and a noncertificated air carrier will accept and transport the entire consignment as a single shipment.

(5) The dimensions (length, width, or height) of one or more of the items of a consignment exceed the limitation of the certificated aircraft's cargo door openings, but do not exceed the acceptable dimensions for shipment on an available noncertificated air carrier.

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

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth in (e) or (f) above; see 41 CFR 1-1.323-3 for further guidance.)

(h) Travel Costs and Overseas Maintenance Allowances

(1) Travel Within the United States

(i) As used herein, the term "travel within the United States" includes the 50 states, District of Columbia, Commonwealth of Puerto Rico, Virgin Islands, and all the U.S. Territories except the Trust Territories of the Pacific Islands.

(ii) Subsistence allowances paid to Grantee employees traveling within the United States will be reimbursed in accordance with the established policies and practices of the Grantee which are uniformly applied to both federally financed and other activities of the Grantee.

(2) International Travel

(i) As used herein, the term "international travel" includes travel to the U.S. Trust Territories of the Pacific Islands.

(ii) The Grantee will be reimbursed for international travel, subsistence, and post differentials and other allowances paid to employees in an international travel status, or assigned overseas, in accordance with the Grantee's established policies and practices which are uniformly applied to federally financed and other activities of the Grantee, but only to the extent that such reimbursement does not exceed the applicable amounts or rates established in the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended.

10. OCEAN SHIPMENT OF GOODS

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

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

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

(c) When U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may request a certificate of nonavailability from the A.I.D. Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, giving the basis for the request. Such a determination of nonavailability will relieve the Grantee of the requirement to use U.S. flag vessels for the tonnage of goods included in the determination.

(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement."

(e) Shipments by voluntary nonprofit relief agencies (i.e., PVO's) shall be governed by this Standard Provision and by A.I.D. Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).

11. PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000

(This provision is applicable when the total procurement element (i.e., the sum of all purchase orders and contracts for goods and services) of this grant does not exceed \$250,000.)

(a) Ineligible Goods and Services

Under no circumstances shall the Grantee procure any of the following under this grant:

- (1) military equipment,
- (2) surveillance equipment,
- (3) commodities and services for support of police or other law enforcement activities,
- (4) abortion equipment and services,
- (5) luxury goods and gambling equipment, or
- (6) weather modifications equipment.

If AID determines that the Grantee has procured any of the ineligible goods and services specified above under this grant, and has received reimbursement for such purposes, the Grantee agrees to refund to AID the entire amount of the reimbursement.

(b) Restricted Goods

The Grantee shall not procure any of the following goods and services without the prior written authorization of the Grant Officer:

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) rubber compounding chemicals and plasticizers,
- (6) used equipment,
- (7) U.S. Government-owned excess property, or
- (8) fertilizer.

If AID determines that the Grantee has procured any of the restricted goods specified above under this grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the reimbursement.

(c) Geographic Source and Order of Preference

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

- (1) the United States (AID Geographic Code 000).
- (2) "Selected Free World" countries (AID Geographic Code 941),
- (3) the cooperating country,
- (4) "Special Free World" countries (AID Geographic Code 935).

(d) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in (c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

- (1) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. sources,
- (3) impelling local political considerations precluded consideration of U.S. sources,

(4) the goods or service were not available from U.S. sources, or

(5) procurement of locally available goods or services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the grant.

(e) The Grantee's Procurement System

(1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 1U.3.a., b., and c. of Chapter 1, AID Handbook 13.

(2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraphs 1U.3.a., b., and c. and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer a copy of such approval; otherwise the Grantee's procurement policies and procedures shall conform to those specified in paragraphs 1U.3.a., b., and c. of Chapter 1, AID Handbook 13.

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this grant, the Grantee, shall, to maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization, AID/Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of, and granted by, the Office of Small and Disadvantaged Business Utilization) to placing any order or contract in excess of \$25,000:

- (1) Brief general description and quantity of goods or services;
- (2) Closing date for receiving quotations, proposals, or bids; and
- (3) Address where invitations or specifications can be obtained.

(g) Ineligible Suppliers

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" (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this grant. AID will provide the Grantee with this list.

(h) Ocean and Air Transportation

For requirements relating to transportation by ocean

vessel of commodities purchased under this grant, see the Standard Provision entities "Ocean Shipment of Goods." For requirements relating to transportation of commodities by air, see the Standard Provision entitled "Travel and Transportation."

12. LOCAL COST FINANCING WITH U.S. DOLLARS

(This provision is applicable whenever local cost financing has been specifically authorized in the Schedule of this grant regardless of dollar amount.)

(a) Local cost financing is the use of U.S. dollars to obtain local currency for the procurement of goods and services in the Cooperating Country in furtherance of the purpose of the grant. Local cost financing must be specifically authorized in the Schedule of the grant. The amount of U.S. dollars which may be used must be specified in the authorization, together with any special restrictions on their use.

(b) Procurement of goods and services under local cost financing is subject to the following restrictions:

(1) Ineligible goods and services

Under no circumstances shall the Grantee procure any of the following under this grant:

- (i) military equipment,
- (ii) surveillance equipment,
- (iii) commodities and services for support of police or other law enforcement activities,
- (iv) abortion equipment and services
- (v) luxury goods and gambling equipment, or
- (vi) weather modification equipment.

If AID determines that the Grantee has procured any of the ineligible goods and services specified above under this grant, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the reimbursement.

(2) Restricted goods

The Grantee shall not procure any of the following goods or services without the prior written authorization of the Grant Officer:

- (i) agricultural commodities,
- (ii) motor vehicles,
- (iii) pharmaceuticals,
- (iv) pesticides,
- (v) rubber compounding chemicals and plasticizers,
- (vi) used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) fertilizer.

If AID determines that the Grantee has procured any of the restricted goods specified above under this grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the reimbursement.

(3) Any component from a non-free world country makes a commodity ineligible for AID financing.

(4) Nationality

(i) Citizens or firms of any country not included in AID Geographic Code 935 are ineligible as suppliers, contractors, subcontractors, or agents for goods and services the costs of which will be reimbursed under this grant.

(ii) Local cost financing is the use of appropriated U.S. dollars to obtain local currency for the payment for goods and services purchased in the Cooperating Country. Authorization of local cost financing makes the Cooperating Country, in addition to the United States and any other country included in the authorized geographic code for the project, an eligible source for the purchase of goods or services in the Cooperating Country. Goods or services purchased under local cost financing must be located in the Cooperating Country at the time they are purchased; they cannot be imported specifically for the project being implemented by this grant. The supplier from which goods or services are purchased under local cost financing must also be in the Cooperating Country. Suppliers of goods or services under local cost financing must meet the nationality eligibility tests prescribed in paragraph (d) or the provision of this grant entitled "Procurement of Goods and Services over \$250,000." When local cost financing has been authorized, the Cooperating Country is deemed to be included in the "authorized geographic code" for purposes of determining nationality eligibility pursuant to paragraph (d) of the provision entitled "Procurement of Goods and Services over \$250,000."

(c) General Principles. Under local cost financing, the Grantee shall follow sound procurement policies, utilizing competition to the maximum practical extent, obtaining the lowest available price, and documenting such procurements to justify the method used and the price established.

(d) Procurement of goods. In order to be eligible under local cost financing, goods are subject to the following specific requirements:

(1) Indigenous goods. Goods which have been mined, grown, or produced in the Cooperating Country through manufacture, processing, or assembly are eligible for local cost financing under this grant. Goods produced with imported components must result in a commercially recognized new commodity that is substantially different in basic characteristics or in purpose or utility from its components in order

to qualify as indigenous; such goods may not contain components from any non-free world country.

(2) Imported shelf items. Imported shelf items are goods that are normally imported and kept in stock, in the form in which imported, for sale to meet a general demand in the country for the item; they are not goods which have been specifically imported for use in an AID-financed project.

(i) Shelf items are eligible for local cost financing in unlimited quantities up to the total amount available for local cost financing if they have their source in the Cooperating Country and their origin in a country included in AID Geographic Code 941.

(ii) Shelf items having their origin in any country included in Code 899 but not in Code 941 are eligible if the price of one unit does not exceed \$5,000. For goods sold by units of quantity; e.g., tons, barrels, etc., the unit to which the local currency equivalent of \$5,000 is applied is that which is customarily used in quoting prices. The total amount of imported shelf item purchases from countries included in Code 899 but not in Code 941 may not exceed \$25,000 or 10% of the total local costs financed by AID for the project whichever is higher; however, in no case may the total amount of such purchases exceed \$250,000 without first obtaining a specific geographic source waiver.

(3) Goods imported specifically for the project. Goods imported specifically for the project being implemented by this grant are not eligible for local cost financing; they are subject to the requirements of the provision entitled "Procurement of Goods and Services under \$250,000."

13. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

(This provision is applicable when the Government vests title in the Grantee only.)

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

(a) The Grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the Grantee under this provision under this Grant or any other U.S. Government grant, subgrant, contract or subcontract.

(b) The Grantee agrees to use and maintain the property for the purpose of the grant in accordance with the requirements of paragraph 1T of Chapter 1, Handbook 13.

(c) With respect to nonexpendable property having an acquisition cost of \$1,000 or more, title to which vests in the

Grantee, the Grantee agrees:

(1) 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.

(2) To transfer title to any such items to the Government in accordance with any written request therefore issued by the Grant Officer at any time prior to final payment under this grant.

14. SUBORDINATE AGREEMENTS

(a) The placement of subordinate agreements (i.e., 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 unless such subordinate agreements were identified in the approved Financial Plan, in accordance with paragraph (b)(7) of the Standard Provision of this grant entitled "Revision of Financial Plans."

(b) The use of the Standard Provisions of this grant is mandatory for subgrants to U.S. institutions. For subgrants to foreign institutions the Grantee shall use the Standard Provisions set forth in Appendix 4D of Handbook 13.

(c) Contracts awarded with funds provided by this grant shall be undertaken in accordance with the requirements of the Standard Provision of this grant entitled "Procurement of Goods and Services over \$250,000" or "Procurement of Goods and Services under \$250,000" (whichever is applicable), and paragraph 1U3 of Handbook 13. Contracts awarded with funds provided by this grant to U.S. organizations shall set forth the provisions of paragraph 1U4 of Handbook 13. Paragraph 1U4 does not apply to foreign organizations.

15. U.S. OFFICIALS NOT TO BENEFIT

No member of or delegate to the U.S. Congress or resident U.S. 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.

16. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, 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.