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U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
USAID THAILAND
BANGKOK, THAILAND

CABLE : USAID THAILAND

TELEPHONE: 252-8191-9

September 5, 1986

Loan and Grant Agreements

FM/OND (in loan)

FM/OND

FM/OND

GO/OND

FM/OND

FM/OND

✓ AID/AD OFFICE & FILE

✓ PPO/ODIE/BI

Mr. Allen C. Choate
Representative
The Asia Foundation
Sri Bunruang 2 Building
1/7 Convent Road
Bangkok 10500

Dear Mr. Choate:

Subject: GR-398-0251-G-SS-6101-00

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development, (hereinafter referred to as "AID"), under the ANE Regional PVO Project No. 398-0251 agrees to grant The Asia Foundation, (hereinafter referred to as "TAF"), under the terms of this Agreement the amount of 781,898 Baht (Seven Hundred Eighty One Thousand Eight Hundred and Ninety Eight Baht), not to exceed the Baht equivalent of US\$30,073 (exchange rate of US\$1=Baht26), to provide support for a one year project entitled "Legal Dissemination and Leadership Roles Awareness Program for Women in Southern Thailand", as more fully described in Annex A, "Project Description", to this grant and Annex D, TAF proposal, dated July 11, 1986. During the period involved, it is understood that TAF will contribute an additional \$14,708 either in cash or in kind.

The effective date of this grant will be the date accepted by TAF.

This Grant is made to TAF on condition that the funds will be administered in accordance with the terms and conditions as set forth in Annex A entitled "Project Description", and Annex B entitled "Standard Provisions".

Please sign the Statement of Assurance of Compliance, enclosed herein (Annex E), and the original and three (3) copies of this letter to

acknowledge your acceptance of the conditions under which these funds have been granted.

Sincerely yours,



John R. Eriksson
Director

Accepted:

The Asia Foundation

BY : Allen Choate

TITLE: Representative, Thailand

DATE : Sept. 9, 1986

- Annexes:
1. Project Description (Annex A)
 2. Standard Provisions OMB Control No. 0412-0510 (Annex B)
 3. Financial Report Format (Annex C)
 4. TAF Proposal dated July 11, 1986 (Annex D)
 5. Statement of Assurance of Compliance (Annex E)

Project Description

A. Purpose of Grant:

The purpose of this grant is to enable TAF to undertake a one-year operational design project to most effectively meet the goals stated below.

B. Project Goals:

1. To assist the Women's Research and Development Center (WRDC) of Prince of Songkla University, Haad Yai, in carrying out a rural dissemination program to educate 15,000 rural women about their rights and responsibilities under Thai law, and to provide them with knowledge about potential leadership roles and models for women beyond the village level.

2. In measurable terms, this project will provide a benchmark survey and written tests (conducted at the beginning and end of the project) to provide for the first time some measurable idea of legal and administrative knowledge among women in Southern Thailand and the effect of a systematic program designed to improve the knowledge.

At the end of the project, the WRDC should have solid empirical data and valuable experience with a pilot project which will enable the Center to plan future action-oriented programs that can be supported by a wide variety of government and non-governmental organizations interested in developing legal dissemination programs for women in Southern Thailand.

C. Implementation:

The project financed by this Grant and its manner of implementation are described in the TAF proposal dated July 11, 1986 (Annex 'D').

D. Reporting:

TAF will prepare and submit detailed progress reports from the date of the Grant and such reports will become due within 30 days following the 3rd, 6th, 9th and 12th months of the project. Reports will describe the progress and problems of project activities as set forth in the project proposal.

E. Evaluation:

An evaluation report will be due within sixty days following the 12th month (the terminal date of the project). Such evaluation report will be in sufficient detail so that AID can judge the effectiveness of the project and the efficiency by which it was implemented.

F. Budget:

1. The project budget is summarized as follows and is provided as part of Annex 'D':

<u>Expense Category</u>	USAID		TAF/RTG
	<u>Baht</u>	<u>Dollars</u>	<u>Baht</u>
1. Personal Services	104,400		158,000
2. Per Diem	150,750		150,750
3. Travel	53,800		46,500
4. Training Materials & Media	60,000		5,910
5. Materials & Supplies	20,150		86,000
6. Workshop/Seminar	117,750		-
7. Administrative Costs	17,266		-
8. TAF Program Service Costs	59,540	2,406	-
9. Indirect Costs at 21% of total direct costs (item 1 through 8)	-	5,219	-
Total	<u>583,656</u>	<u>7,625</u>	<u>382,410</u>

2. The amount of \$30,073, or the Baht equivalent (US\$1=Baht 26), represents the total contribution of AID for this project. TAF will provide from other sources a minimum of 25% of the Grant total amount to the project.

3. After the Agreement has become effective, and in accordance with Standard Provisions (Annex 'B'), an initial release of funds for the project will be made upon submission by TAF to the Controller, USAID/Thailand, Office of Finance, 37 Soi Somprasong 3, Petchburi Road, Bangkok 10400, of Voucher Standard Form 1034 in original and three (3) copies requesting disbursement of an amount equal to the AID share of anticipated requirements for authorized expenditures by budget line item, for the ensuing two months. As soon as feasible after the end of the first month, and every month thereafter, TAF will submit to AID an accounting of the previous month's expenditures of the funds advanced by AID, certified correct by an authorized TAF official, together with Voucher SF-1034 for those expenditures to be applied to the advance. TAF will also submit a statement of cash needs for the ensuing two months, certified correct by an authorized TAF official, together with Voucher SF-1034, for an advance replenishment representing those cash needs. Beginning with the fourth month thereafter, advance replenishment will be contingent on the submission of the required status reports of the project described in para 'D' above.

4. To maintain the conditions of certification of eligibility, TAF is required to supply USAID the following information reports annually within 30 days after the close of its fiscal years:

- a. Annual audited financial statements including a statement of income and expenditures.
- b. Current operational year budget, detailing sources of income, administrative expenses and program costs. This information could also be provided as part of the annual progress report for the project.

Following completion of the sixth and twelfth months of the Grant period, TAF will submit an accounting of the expenditure for the non-AID portion of the budget.

5. It is understood that TAF may make adjustments among line items of up to 15% of the amount of any line item provided, however, the total amount of the Grant may not be exceeded.

G. Audit:

In the event that the independent audit report on non-U.S. sub-grantee or contractor, as provided for, and/or program reports, do not satisfy AID's requirements as determined by the AID Inspector General (Audit), and the AID Inspector General chooses to make an on site fiscal or program audit, TAF agrees to AID taking reasonable steps to coordinate the scheduling and conduct of such audit with TAF in advance, and to providing unrestricted access to its books and records, in accordance with Mandatory Standard Provisions 2.

H. Overhead (Indirect Cost) Rate:

Pending establishment of final overhead rates for the period beginning October 1, 1985, payment of indirect cost shall be on a provisional basis, applicable to the base, and for the period specified below:

<u>Rate</u>	<u>Base Applies To</u>	<u>Period</u>
21%	Total Direct Costs	From October 1, 1985 until amended

I. Special Provisions

The Standard Provisions to this Grant contained in Annex 'B' consist Mandatory and Optional Standard Provisions for U.S. Nongovernmental Grantees (November 1985). The following Optional Standard Provisions are hereby deleted:

- a) Payment - Letter of Credit

- b) Payment - Cost Reimbursement
- c) Patent Rights
- d) Negotiated Indirect Cost Rates - Predetermined
- e) Participant Training
- f) Voluntary Population Planning
- g) Protection of the Individual as a Research Subject
- h) Care of Laboratory Animals
- i) Government Furnished Excess Personal Property
- j) Title To and Care of Property (U.S. Government Title)

ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR
INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

The Asia Foundation (hereinafter called the "Grantee")
(Name of Grantee)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Agency for International Development (22 CFR Part 209, 30 FR 317) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Agency; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Agency, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

The Asia Foundation
(Grantee)

BY (Signature) Allen Choate

TITLE Representative

TYPED NAME Allen Choate

DATE Sept. 9, 1986