

AGENCY FOR INTERNATIONAL DEVELOPMENT

Washington, D.C. 20523

PROJECT PAPER
Amendment Number 2

South Pacific Regional
Fisheries Development
879-0009

Dated: September 27, 1990

PROJECT DATA SHEET

TRANSACTION CODE

A = Add
C = Change
D = Delete

Amendment Number
2

DOCUMENT CODE
31

COUNTRY/ENTITY
South Pacific Regional

3. PROJECT NUMBER
879-0009

4. BUREAU/OFFICE
South Pacific Regional Development Office

5. PROJECT TITLE (maximum 40 characters)
South Pacific Fisheries Development Project

6. PROJECT ASSISTANCE COMPLETION DATE (FACD)
MM DD YY
1 | 2 | 3 | 1 | 9 | 2

7. ESTIMATED DATE OF OBLIGATION (Under "B" below, enter 1, 2, 3, or 4)
A. Initial FY 86 | B. Quarter | C. Final FY 92

8. COSTS (\$000 OR EQUIVALENT \$1 =)

A. FUNDING SOURCE	FIRST FY 86			LIFE OF PROJECT		
	B. FX	C. L/C	D. Total	E. FX	F. L/C	G. Total
AID Appropriated Total						
(Grant)	(757)	(0)	(757)	(5450)	(0)	(5450)
(Loan)	(0)	(0)	(0)	(0)	(0)	(0)
Other U.S.						
1.						
2.						
Host Country fees	0	50	0		750	750
Other Donor(s)	0	5	0	900	20	920
TOTALS	757	55	757	6350	770	7120

9. SCHEDULE OF AID FUNDING (\$000)

A. APPROPRIATION	B. PRIMARY PURPOSE CODE	C. PRIMARY TECH CODE		D. OBLIGATIONS TO DATE		E. AMOUNT APPROVED THIS ACTION		F. LIFE OF PROJECT	
		1. Grant	2. Loan	1. Grant	2. Loan	1. Grant	2. Loan	1. Grant	2. Loan
(1) 531	149	097		5000	0		0	5000	0
(2)	149	097				450		450	
(3)									
(4)									
TOTALS				5000	0	450	0	5450	0

10. SECONDARY TECHNICAL CODES (maximum 6 codes of 3 positions each)

11. SECONDARY PURPOSE CODES

12. SPECIAL CONCERNS CODES (maximum 7 codes of 4 positions each)

A. Code

B. Amount

13. PROJECT PURPOSE (maximum 480 characters)

To design and implement fisheries development activities promoting economic stability and self-sustaining growth for the South Pacific island nations assisted by the USAID Regional Development Office. Also to continue support to regional-scale fishery and tuna resource development.

14. SCHEDULED EVALUATIONS

Interim MM YY | MM YY | Final MM YY
0 | 3 | 8 | 8 | | 0 | 9 | 9 | 2

15. SOURCE/ORIGIN OF GOODS AND SERVICES
 000 941 Local Other (Specify)

16. AMENDMENTS/NATURE OF CHANGE PROPOSED (This is page 1 of a _____ page PP Amendment.)

- LOP funding increased by \$450,000 to \$5.45 million.
- PACD extended to December 31, 1992
- Additional funds to support:
 - Tuna and Billfish Assessment Program (TBAP)
 - Evaluation of RDO/SP Fisheries Aid
 - Fisheries Advisor at RDO/SP

17. APPROVED BY
Signature: [Signature]
Title: Regional Director
Date Signed: MM DD YY

18. DATE DOCUMENT RECEIVED IN AID/W, OR FOR AID/W COMMENTS, DATE OF DISTRIBUTION
MM DD YY

PROJECT AUTHORIZATION AMENDMENT NO. 2

Name of Country: South Pacific Regional

Name of Project: South Pacific Fisheries Development Project

Number of Project: 879-0009

1. Pursuant to Section 103, 104, 105, 106 and 531 of the Foreign Assistance Act of 1961, as amended, the South Pacific Fisheries Development Project for South Pacific countries and institutions supporting those countries was authorized on December 5, 1986 and amended on August 8, 1988. That amended authorization is hereby further amended as follows:

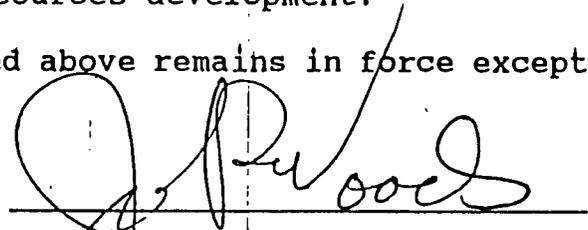
A. The authorized life of project grant funding is hereby increased to not to exceed Five Million Four Hundred Fifty Thousand Dollars (\$5,450,000). The additional funding hereby authorized for the project (\$450,000) may be obligated over a two year period from the date of this amendment, subject to the availability of funds in accordance with the AID/OYB allowance process, and may be used to finance the foreign exchange and local currency costs of the project.

B. Commodities financed by A.I.D. with funds authorized under this amendment shall have their source and origin in the United States (A.I.D. Geographic Code 000), except as A.I.D. may otherwise agree in writing. Suppliers of commodities and services financed with the additional funds authorized by this amendment shall have the United States (A.I.D. Geographic Code 000) as their place of nationality, except as A.I.D. may otherwise agree in writing.

C. The authorized life of project is extended to 6 years from the date of the original authorization.

2. These changes are required in order to continue assistance to regional-scale fishery and tuna resources development.

3. The amended authorization cited above remains in force except as hereby amended.



John B. Woods
Regional Director
date: 9/27/90

Clearance:

FA DRAF7
PDA DRAF7
ADO DRAF7
Cont
Prog
RLA (9/21/90 fax)

reference: State 018893

PROJECT PAPER SUPPLEMENT

Name of Country: South Pacific Regional

Name of Project: South Pacific Fisheries Development Project

Number of Project: 879-0009

1. The Project Paper for 879-0009 authorizes assistance for fisheries development activities in the South Pacific countries by utilizing various agreements including "agreements with regional bodies, e.g. Forum Fisheries Agency or South Pacific Commission." One activity the current project supports is SPC's Tuna and Billfish Assessment Program (TBAP).
2. Although the PP includes plans for evaluations of project and sub-project activities, no provisions were included in the project disbursement plan. With extension, additional provisions are required for RDO/SP management support of the project.
3. Mission proposed to amend project authorization to include additional funding and additional obligation years, plus an extension of the project PACD to provide funding for additional activities:
 - a. continued support for the South Pacific Commission's Tuna and Billfish Assessment Programme (TBAP);
 - b. an evaluation of AID's fisheries development activities in the South Pacific region; and
 - c. support for the Fisheries Advisor posting at RDO/SP which is responsible for managing this project and the aid component of the U.S./Pacific Islands Fishing Treaty.
4. TBAP's function is to collect and analyze data on tuna and billfish within SPC's region (the South Pacific). This information is the basis for management of pelagic fish stocks in the South Pacific region. TBAP provides technical assistance to island countries in data collection, analyses, and formulation of their national fisheries management plans. Support of TBAP will result in better assessment and sustainable management of pelagic fisheries resources at both the national and regional level.
5. Evaluation of AID's fisheries development activities in the South Pacific is a necessary step to assess the implementation and impact of this assistance. In evaluating and documenting activities, environmental issues will also be examined. Lessons learned on project development and implementation will be documented so that successful aspects of this assistance can be replicated, and potential problem areas can be avoided. This will result in better planning of future fisheries assistance projects.

6. The support for the Fisheries Advisor posting at RDO/SP is necessary for management of this project extension as well as the aid component of the U.S./Pacific Islands Fishing Treaty.

7. In the South Pacific Commission Grant Agreement to follow under this PP Supplement, Standard Provision 12(b) (HB13:5C) will be refined to streamline financial reporting requirements which will facilitate project implementation.

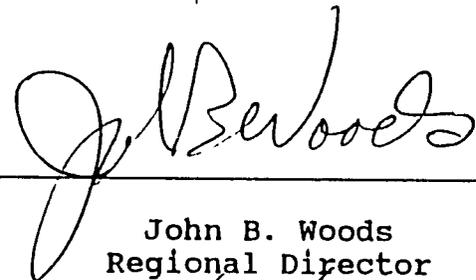
8. RDO/SP requested delegation of authority to amend this project. Authority was delegated in State 318893 (ANNEX A)

Initial Environmental Examination (IEE)

8. An IEE was completed (ANNEX B). There is no negative environmental impact from extension of this project.

Budget

	FY90	FY91	total
TBAP support	319,000	0	319,000
Evaluation of fisheries aid		50,000	50,000
Fisheries Advisor		81,000	81,000
total	319,000	131,000	450,000



John B. Woods
Regional Director

date:

9/27/90

Clearance:

FA DRAFT
ADO DRAFT
CONF
Prog

UNCLASSIFIED STATE 318893

ACTION: AID INFO: EXEC

VZCZCVA0320
RR RUEHVA
DE RUEHC #8893 2622218
ZNR UUUUU ZZH
R 192214Z SEP 90
FM SECSTATE WASHDC
TO AMEMBASSY SUVA 0332
BT
UNCLAS STATE 318893

LOC: 217 559
19 SEP 90 2247
CN: 39171
CHRG: AID
DIST: AID

AIDAC

E.O. 12356: N/A

TAGS:

SUBJECT: REGIONAL FISHERIES DEVELOPMENT AUTHORIZATION
AMENDMENT CABLE

REF: SUVA 02938

1. SUMMARY. AID/W HAS REVIEWED THE REGIONAL FISHERIES
DEVELOPMENT PROJECT AUTHORIZATION AMENDMENT CABLE
TRANSMITTED VIA REFTEL. AA/PRE AUTHORIZES MISSION TO
AMEND SUBJECT PROJECT TO EXTEND IT THROUGH CY 1992 AND
TO INCREASE LOP FUNDING BY DOLS 450,000 TO NEW
AUTHORIZED LEVEL OF DOLS 5,450,000. THIS INCREASED
FUNDING WILL BE ACCOMMODATED WITHIN PROJECTED OYB
LEVELS. END SUMMARY.

2. AID/W HAS REVIEWED RDO/SP JUSTIFICATION TO EXTEND
THE PROJECT PACD TO DECEMBER, 1992 AND TO AUGMENT LOP
FUNDING BY DOLS 450,000 TO A TOTAL OF DOLS 5,450,000.
BUREAU CONCURS THAT SUBJECT PROJECT WARRANTS A PACD
EXTENSION IN ORDER TO CONTINUE ASSISTANCE TO
REGIONAL-SCALE FISHERY AND TUNA RESOURCES DEVELOPMENT.
BUREAU ALSO AGREES THAT A SLIGHT INCREASE IN LOP FUNDING
IS REQUIRED TO FINANCE THESE ACTIVITIES AS FUNDS FROM

OTHER SOURCES SUCH AS THE PACIFIC ISLAND MARINE
RESOURCES (PIMAR) PROJECT (879-0020) CANNOT BE USED TO
SUPPORT REGIONAL ACTIVITIES.

3. BUREAU WILL BEGIN PROCESSING A CONGRESSIONAL
NOTIFICATION OF INCREASED LOP FUNDING AND EXTENDED
OBLIGATION YEARS, AND ADVISE MISSION WHEN WAITING PERIOD
EXPIRES. BAKER

BT
#8893

NNNN

ACTION	INFO
DIR	
ASST DIR	
PRC	
ADD	
CC	
...	
FILE	
DUE DATE	9/25
ACTION TAKEN	



INITIAL ENVIRONMENTAL EXAMINATION (IEE)

<u>Project Location</u>	South Pacific
<u>Project Title:</u>	South Pacific Fisheries Development Project
<u>Life of Project:</u>	FY1987 - FY 1992
<u>Funding:</u>	\$5.45 million
<u>IEE Prepared by:</u>	K.R. Uwate, Marine resources Advisor E. Pita, Fisheries Advisor

There are three elements to the Authorization Amendment. These include: (1) increase in project funds by \$450,000; (2) extension of period of obligation through FY92, and (3) extension of the PACD to December 31, 1992. There are no negative impacts with the extension of either the period of obligation or extension of the PACD.

There are three activities to be funded under this project extension:

1. support for the South Pacific Commission's Tuna and Billfish Assessment Programme (TBAP) estimated at \$319,000;
2. an evaluation of AID's fisheries development activities in the South Pacific region (estimated at \$50,000); and
3. support for the Fisheries Advisor posting at RDO/SP which is responsible for managing this project and the aid component of the U.S./Pacific Islands Fishing Treaty (estimated at \$81,000).

TBAP's function is to collect and analyze data on tuna and billfish within SPC's region (the South Pacific). This information is the basis for management of pelagic fish stocks in the South Pacific region. TBAP provides technical assistance to island countries in data collection, analyses, and formulation of their national fisheries management plans. Support of TBAP will result in better assessment and sustainable management of pelagic fisheries resources at both the national and regional level. This will result in a positive environmental effect for the pelagic fisheries resources in the region.

Evaluation of AID's fisheries development activities in the South Pacific is a necessary step to assess the implementation and impact of this assistance. In evaluating and documenting activities, environmental issues will also be examined. Lessons learned on project development and implementation, as well as environmental

ANNEX B

impact, will be documented so that successful aspects of this assistance can be replicated, and potential problem areas (such as negative environmental impact) can be avoided. This will result in better planning of future fisheries assistance projects.

The support for the Fisheries Advisor posting at RDO/SP is necessary for management of this project extension as well as the aid component of the U.S./Pacific Islands Fishing Treaty. This action does not have an effect on the natural or physical environment.

In accordance with Handbook 3, Appendix 2D, an IEE is not required for the Authorization Amendment for the following classes of actions (under Section 216.2(c)(2)):

subsection (i): "education, technical assistance, or training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc);"

SPC's TBAP is considered a technical assistance program to the South Pacific countries and territories. TBAP has training components within its work program.

AID's fisheries assistance is technical and training assistance. Its review is also technical in nature.

subsection (iii): "analyses, studies, academic or research workshops and meetings;"

SPC's TBAP does analyses, studies, academic and research workshops and meetings on the state of the pelagic fisheries resources in the South Pacific region.

The review of AID's fisheries assistance is an analysis study.

subsection (vi): "contributions to international, regional or national organizations by the United States which are not for the purpose of carrying out a specifically identifiable project or projects;"

SPC is a regional organization. This is a contribution to a program within this organization. Funds are not earmarked for identifiable projects within the Tuna and Billfish Assessment Program.

subsection (xiv): "studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment;"

SPC's TBAP is a program which is intended to develop the capability of member countries to assess, plan rational exploitation and manage their own pelagic fish resources.

Environmental Action Recommended: Negative determination.

Mission Environmental Officer:

Signature:

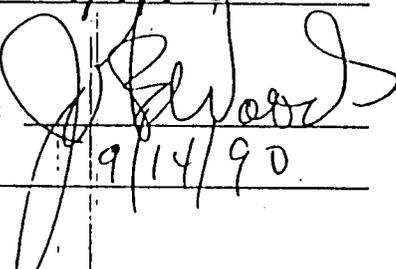
Date:

 (M)
9/14/90

Regional Director's Concurrence:

Signature:

Date:


9/14/90



UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
Regional Development Office/South Pacific

Telephone: 311-399
Telex: 2647 USAID FJ
Telefax: 300 075

September 28, 1990

Mr. Atanraoi Baiteke
Secretary General
South Pacific Commission
B.P. D5
Noumea Cedex
New Caledonia

Dear Mr. Baiteke:

Grant No: 879-0009-G-SS- 0202.

I have the honor to refer to the Commission's proposal handed to me at the 1988 CRGA Meeting, proposing funding for the Tuna and Billfish Assessment Program of the South Pacific Commission.

I am pleased to inform you that, pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as the Grantor or A.I.D.) hereby grants to the South Pacific Commission (hereinafter referred to as the Grantee or SPC) the sum of Three Hundred and Nineteen Thousand (\$319,000), to be used for support of the SPC Tuna and Billfish Assessment Program (TSAP) as more fully described in ATTACHMENT 2, Program Description.

This Grant is effective as of the date of this letter, and is applicable to commitments made by the Grantee in support of the project through September 30, 1992.

This grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions as set forth on Attachment 1 (the Schedule); Attachment 2 (the Program Description) and Attachment 3 (the Standard Provisions); all of which have been agreed to by your organization.

Please indicate your acceptance of this grant by signing the original and two copies of this letter in the space provided below and returning one copy to the Grant Officer.

THE UNITED STATES OF AMERICA

By: John B. Woods
John B. Woods

Title: Regional Director
USAID/RDO/SP

Date: 9/28/90

ACCEPTED:

SOUTH PACIFIC COMMISSION

By: Alanraof Baiteke

Title: Secretary-General, South Pacific Commission

Date: 28 September 1990

ATTACHMENTS:

1. Schedule
2. Program Description
3. Standard Provisions

MRA:RU:ms 9/12/90 (draft)

Clearance:

FA:EPITA
ADO:ENWITT
PROG:KMDahlgren *(with changes as noted)*
CONT:IBPeterson
RLA (Sept 21, 1990 fax)

Chron: Reading File

file: AGR7/SPC/3; 0009/REG/B2

FISCAL DATA

Appropriation No : 72-1101021

Budget Plan Code : QDNA9027879KG13

RESERVATION CONTROL NO. : S990436

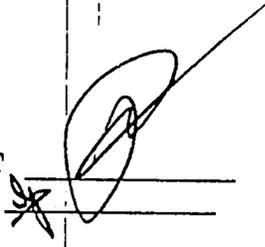
Project Number : 879-0009

Total Estimated Amount : \$319,000

Total Obligated Amount : \$319,000

Funding Source : USAID

Clearance: CONT
GJC

A handwritten signature in black ink is written over two horizontal lines. The signature is stylized and appears to be 'GJC' with a large flourish. To the left of the signature, there is a small handwritten mark that looks like a star or a cross.

SCHEDULE

A. Purpose of Grant

The purpose of this grant is to provide support for the SPC Tuna and Billfish Assessment Program (TBAP) as more specifically described in Attachment 2 (the Program Description) of this Grant.

B. Period of Grant

1. The effective date of this grant is the date of the grant letter to which this schedule is attached. The expiration date of this grant is September 30, 1992.

2. Funds obligated hereunder are available for program expenditures for the period from October 1, 1989 to September 30, 1992 as shown in the grant budget below.

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of \$319,000 for purposes of this grant.

2. Payment shall be made to the grantee in accordance with procedures set forth in Attachment 3 (the Standard Provisions).

D. Grant Budget

The following is the Grant Budget. Revisions to this Budget shall be made in accordance with the Standard Provision of this Grant entitled "Revision of Grant Budget".

cost element	Total Estimated	
	from Oct. 1, 1989	to Sept. 31, 1992
	US\$	
(1) Regional Tuna Bulletin	200,000	
(2) TBAP response to industry information requests	74,000	
(3) TBAP assistance to vessel operators	40,000	
(4) evaluation	5,000	

R-

E. Source and Origin of Goods/Nationality of Services

Since the A.I.D. grant funds will be pooled with funds from other donors for the TBAP program, it is not necessary to identify A.I.D. funds with specific goods and services procured for the TBAP. Therefore, the grantee may use the A.I.D. grant funds to procure goods and services from any country which is included in A.I.D. Geographic Code 935.

F. Procurement Procedures

The Grantee may use its established procedures for the procurement of goods and services financed under the grant.

G. Reporting

1. In addition to the financial reporting requirements outlined in the Payment (Periodic Advances) provision of ATTACHMENT 3, the Grantee will provide to RDO/SP within 30 days after the end of each quarter a quarterly performance indicator report on all activities supported under the grant. The format for this report is provided in Annex 1 of this Attachment.

2. The function of this performance indicator report is to provide documentation on support and results of support provided by TBAP to private sector development and rational management of oceanic fish stocks.

3. This report will be one of the bases by which the effectiveness of this grant will be measured during planned project evaluations.

4. The grantee shall prepare and submit 2 copies of each report required by this grant to the Regional Development Office/South Pacific (RDO/SP) to the following address.

USAID/RDO/SP
P.O. Box 218
Suva, Fiji

5. The title of all reports forwarded shall include a descriptive title, the author's name(s), grant number, the project number and title, name of the A.I.D. office to which submitted, and the publication or issuance date of the report.

H. Evaluation

The progress of activities supported by the grant shall be reviewed in early CY 1991. The evaluation will be carried out by the Grantee and RDO/SP.

Criteria for review will include, but not be limited to the following:

1. the level of support provided to private sector fishing industry development in the region;
2. the impact of support provided to the private sector;
3. the impact of information provided to Pacific island countries in the management of their oceanic fish stocks.

The review will be charged to the Project at not more than \$5,000.

I. Unallowable Costs

Notwithstanding Standard Provision 1 in Attachment 3, the following costs are not allowable and reimbursable under this grant: overhead or general administrative (G&A) costs attributable or allocable to activities financed under the grant; and any other costs incurred by the Grantee which while partially allocable to grant activities, were not incurred solely for the purposes of the grant.

J. Special Payment Procedures

Standard Provision 12, PAYMENT (PERIODIC ADVANCES), is modified by deleting subparagraph (b) thereof, substituting therefor the following:

"(b) To request an advance, SPC will submit a certified consolidated projected cash flow statement (Attachment 3, Annex 1) to the Regional Development Office/South Pacific in Suva, Fiji (RDO/SP). The advance to be requested, initial or otherwise, must be for not more than a 90-day cash requirement, unless there are compelling reasons that can be fully justified.

Each advance payment, whether initial or otherwise, must be accounted for at least quarterly in order for any subsequent advance payment to be made. If a request for

ATTACHMENT 1

an additional advance is desired, then it should be accompanied by a certified consolidated expenditure report (Attachment 3, Annex 2), as well as the project cash flow statement (Attachment 3, Annex 1).

RDO/SP, upon receipt of the above mentioned documents, will review them and if they are in order, will process the next advance and/or liquidation of the outstanding advance."

K. Additional and Continuing Costs

The Grantee agrees to finance or cause to be financed any additional or continuing costs for the program or its discrete components from sources other than A.I.D.

L. Assistance to Certain Countries

No funds provided under the grant will be used for activities directly benefiting any South Pacific area that is under the administration of another government or that is not fully independent.

M. Training

Any training financed with funding provided under the grant will be conducted in accordance with the local training rules set forth in A.I.D. Handbook 10, except as A.I.D. may otherwise agree in writing.

QUARTERLY PERFORMANCE INDICATOR REPORT
(Quarter from 1 January to 31 March 1991*)

General Activities

[list and summarize general TBAP activities in support of private sector and governments]

Specific Activities In Support of Private Sector

[list and summarize specific requests from and responses to private sector inquires for assistance]

Specific Activities in Support of National/Regional Stock Management

[list and summarize specific requests from and responses to national/regional inquires for assistance on stock management issues]

Success Story

[provide documentation on how TBAP actions resulted in positive private sector fishing industry development this quarter]

*note: Period indicated is for illustration purposes only.

PROGRAM DESCRIPTIONA. Goal and Purpose

The goal of this grant is to increase private sector exploitation and rational management of oceanic fisheries resources in the Pacific islands region. This objective will be achieved by providing grant support to SPC's Tuna and Billfish Assessment Program.

The purpose of SPC's Tuna and Billfish Assessment Program is to assist Pacific island countries develop, manage and rationally exploit the renewable oceanic resources of the SPC region. The overall purpose is the improvement of the quality of life of the peoples of the South Pacific.

B. Project Description

The Tuna and Billfish Assessment Program was established by the 1980 South Pacific Conference which mandated the assessment of tuna and billfish fisheries in the SPC region. In 1987, TBAP was critically reviewed. Its new emphasis is on field research activities to answer stock assessment questions at both regional and national levels, and the provision of technical and advisory services of direct assistance to private sector and individual countries.

TBAP provides direct support for fisheries private sector development in the region. Specific assistance includes the following.

1. TBAP publishes a quarterly statistical bulletin, the Regional Tuna Bulletin. This bulletin summarizes tuna catch statistics by fleet, month and species, and provides information on catch by area. About one-third of the 500 subscribers are tuna fishing companies, exporters, and processors.
2. TBAP responds to specific industry requests for information on the status of tuna stock resources. Advice is provided on the available resource base and the potential for development. This information is critical in planning private sector investments in the fishing industry.
3. TBAP provides data on tuna movements to private vessel owners. Information is based on the on-going tuna tagging program of TBAP. This information is extremely

A

ATTACHMENT 2

useful to private sector vessel operators in their efforts to locate and harvest tuna resources.

In order to achieve the objectives of this grant, funds from this grant will be used for the following:

1. to collect, analyze and disseminate tuna and billfish statistics to the private sector as well as Pacific island governments;
2. to provide advice and respond to requests from the private sector on fishing trends as well as opportunities for fishing industry development in the Pacific islands region; and
3. to assess tuna and billfish stocks in the region and provide advise to Pacific island countries on management of stocks to optimize long-term sustainable harvests.

C. Project Implementation

This grant and the TBAP will be implemented by SPC. The A.I.D. regional office in Suva, Fiji (RDO/SP) will monitor project progress and keep close contact and coordinate with the SPC officer responsible for the TBAP project.

STANDARD PROVISIONS FOR
GRANTS TO PUBLIC INTERNATIONAL ORGANIZATIONS .

- | | |
|----------------------------------|-----------------------|
| 1. Allowable Costs | 7. Nonliability |
| 2. Refunds | 8. Amendment |
| 3. Revision of Grant Budget | 9. Notices |
| 4. Termination Procedures | 10. Publications |
| 5. Disputes | 11. Audit and Records |
| 6. U.S. Officials Not to Benefit | 12. Payment |

1. ALLOWABLE COSTS

(a) The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are reasonable, allocable, and allowable.

(1) Reasonable shall mean those costs that do not exceed those which would be incurred by an ordinarily prudent person in the conduct of normal business.

(2) Allocable shall mean those costs which are necessary to the grant.

(3) Allowable shall mean those costs which are reasonable and allocable, and which conform to any limitations set forth in this grant.

(b) Prior to incurring a questionable or unique cost, the grantee is encouraged to obtain the grant officer's written determination as to whether the costs will be allowable.

2. REFUNDS

(a) The grantee is encouraged to utilize interest bearing accounts where feasible and shall remit to A.I.D. all interest earned on funds provided by A.I.D.

(b) Funds obligated by A.I.D. 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 advanced to but not expended by the grantee at the time of expiration or termination of the grant shall be refunded to A.I.D. except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant.

(c) If, at any time during the life of the grant, or as a result of final audit, it is determined that A.I.D. 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.

3. REVISION OF GRANT BUDGET

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant 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 grant budget will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) Additional funding is needed.

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

(c) Except as required by other provisions of this grant specifically stated to be an exception from this provision, A.I.D. shall not be obligated to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant. The grantee shall not be obligated to continue performance under the grant (including actions under the "Termination Procedures" 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 the new grant total amount.

4. TERMINATION PROCEDURES

This agreement may be terminated, in whole or in part, by either party at any time upon 30 days written notice of termination. Upon receipt of and in accordance with a termination notice from the grant officer, the grantee shall take immediate action to cease all expenditures financed by this grant and to cancel all unliquidated obligations if possible. Further, upon receipt of notice of termination,

the grantee shall not enter into any further obligations under this grant. Except as provided below, no further reimbursement shall be made after the effective date of termination. The grantee shall within 30 days of the effective date of termination repay to A.I.D. all unexpended A.I.D. funds which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by A.I.D. to the grantee prior to the effective date of termination be insufficient to cover the grantee's obligations in a legally binding transaction, the grantee may submit to A.I.D. within 90 days after the effective date of termination a written claim for such amount. The grant officer shall determine the amount(s) to be paid by A.I.D. to the grantee under such claim in accordance with the "Allowable Costs" provision of this grant.

5. DISPUTES

(a) Any dispute under this grant shall be decided by the A.I.D. grant officer. The grant officer shall furnish the grantee a written copy of the decision.

(b) Decisions of the A.I.D. grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeals the decision to the Administrator of 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 the appeal shall be concurrently furnished to the grant officer.

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

(d) A decision under this provision by the Administrator or an authorized representative shall be the final decision of A.I.D.

6. 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.

7. NONLIABILITY

A.I.D. does not assume liability for any third party claims for damages arising out of this grant.

8. AMENDMENT

The grant may be amended upon mutual consent of the parties by formal modifications to the basic grant document or by means of an exchange of letters between the grant officer and an appropriate official of the grantee.

9. NOTICES

Any notice given by A.I.D. or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the A.I.D. grant officer, at the address specified in the grant.

To grantee, at grantee's address shown in the grant or to such other address designated within the grant.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

10. PUBLICATIONS

(a) If it is the Grantee's intention to identify A.I.D.'s contribution to any publication resulting from this grant, then Grantee shall consult with A.I.D. on the nature of the acknowledgement prior to publication.

(b) The Grantee shall provide the A.I.D. project officer with one copy of all published works developed under this grant and with lists of other written work produced under the grant.

(c) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but A.I.D. reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for U.S. Government purposes.

11. AUDIT AND RECORDS

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 confirms that this program will be subject to an independent audit in accordance with the grantee's usual auditing procedure, and agree to furnish copies of these audit reports to A.I.D. along with such other related information as may be requested by A.I.D. with respect to questions arising from the audit report.

12. PAYMENT (PERIODIC ADVANCES)

(a) Periodic advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the Grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the Grantee to secondary recipient organizations or the Grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by A.I.D. to the Grantee.

(b) Grantees shall submit requests for advances (SF-270) at least monthly to the paying office specified in the grant letter. Requests for advances shall state the estimated disbursements to be made during the period covered by the request, less the estimated balance of cash on hand at the beginning of the period and the advance amount being requested. Within 90 days following the expiration of the grant, the Grantee will submit a report (SF-269) showing total disbursements, total advances received and any cash remaining on hand, which will be refunded to A.I.D.

(c) If at any time, the A.I.D. Controller determines that the Grantee has demonstrated an unwillingness or inability to: (1) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (2) timely report cash disbursements and balances as required by the terms of the grant, and (3) impose the same standards of timing of advances and reporting on any subrecipient or any of the Grantee's overseas field organizations; the A.I.D. Controller shall advise the grant officer who may suspend or revoke the advance payment procedure.

SPC TBAP GRANT

Consolidated Project Cash Flow Statement
(Quarter from 1 January to 31 March 1991*)
(in U.S. Dollars)

Project Element No! SPC: 87

A.	Cash advances received to date from inception of grant	\$ xxxxxx
B.	Less cash disbursements (expenditures) to date (from inception of grant)	\$ xxxxxx -----
C.	Cash advances outstanding to date (A minus B)	\$ xxxxxx
D.	Projected disbursements (expenditures) next quarter	\$ xxxxxx
E.	Cash advance required for next quarter (D minus C)	\$ xxxxxx =====

The undersigned hereby certifies: (1) that the above represents the best estimate 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: _____

*note: Period indicated is for illustrative purposes only.

SPC TBAP GRANT

CONSOLIDATED QUARTERLY EXPENDITURE REPORT
 (Quarter from 1 January to 31 March 1991*)
 in U.S. Dollars

Project Element No. SPC: 87Expenditures

<u>Budget Line Items</u>	<u>Budget Amount</u>	<u>Cumulative through Previous Quarter</u>	<u>This Quarter</u>	<u>Total to Date</u>
1 Regional Tuna Bull	200,000	XXXXX	XXXXX	XXXXX
2 response to industry information requests	74,000	XXXXX	XXXXX	XXXXX
3 assistance to vessel operators	40,000	XXXXX	XXXXX	XXXXX
4 evaluation	5,000	XXXXX	XXXXX	XXXXX
Total ...	\$319,000	\$XXXXX	\$XXXXX	\$XXXXX

I, the undersigned, hereby certify that: (1) the expenditures claimed under the cited agreement are proper and due and that appropriate refund to AID will be made promptly upon request of AID in the event of non-performance in whole or in part under the terms of the agreement or for breach of the terms of the agreement; (2) the information on the fiscal report is correct and such detailed supporting information as AID may require will be furnished, as appropriate; and (3) all requirements called for by the agreement to date of this certification have been met.

BY: _____

TITLE: _____

DATE: _____

*note: Period indicated is for illustrative purposes only.

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