



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

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ENTERED

OCT 15 1993

Section

SEP 28 1993

Mr. Cary Davis, Acting President
Population Reference Bureau, Inc.
1875 Connecticut Ave, N.W.
Suite 520
Washington, D.C. 20009-5728

Subject: Cooperative Agreement No. CCP-3046-A-00-3018-00

Dear Mr. Davis:

Pursuant to the authority contained in the Foreign Assistance Act of 1961 and the Federal Grant and Cooperative Agreement Act of 1982, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby provides to the Population Reference Bureau, Inc. (hereinafter referred to as "PRB" or "Recipient") \$300,000 to provide financial support for the program described in Attachment 2 of this Cooperative Agreement entitled "Program Description."

This Cooperative Agreement is effective as of the date of this letter and funds obligated hereunder shall be used to reimburse the Recipient for allowable program expenditures for the period set forth in Section 1B. of Attachment 1 of this Cooperative Agreement.

The total estimated amount of this Cooperative Agreement is \$6,334,508, of which \$300,000 is hereby obligated. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount. However, subject to Section 1C.4. of Attachment 1, additional funds may be obligated by A.I.D. until such time as the obligated amount may equal the total estimated amount of this Cooperative Agreement.

This Cooperative Agreement is made to the Recipient on the condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire Cooperative Agreement document and have been agreed to by your organization.

Please acknowledge receipt and acceptance of this Cooperative Agreement by signing all copies of this Cover Letter, retaining one copy for your files, and returning the remaining copies to the undersigned.

If you have any questions, please contact Michael Karbeling of my staff at (703) 875-1410.

Sincerely yours,


Thomas S. Bordone
Agreement Officer
FA/OP/CC/P
Office of Procurement

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. List of Approved Automation Equipment

ACKNOWLEDGED:

BY: Population Reference Bureau, Inc.

BY: Cary Davis

TYPED NAME: CARY DAVIS

TITLE: ACTING PRESIDENT

DATE: 9/30/93

FISCAL DATA

A. GENERAL

- A.1. Total Estimated A.I.D. Amount: \$6,334,508
- A.2. Total Obligated A.I.D. Amount: \$ 300,000
- A.3. Cost-Sharing Amount (Non-Federal): \$ 00.00
- A.4. Other Contributions (Federal): \$00.00
- A.5. Project No.: 936-3046
- A.6. A.I.D. Project Office: RD/POP/P&E
- A.7. Funding Source: A.I.D./W
- A.8. Tax I.D. No.: 53-0214030
- A.9. DUNS NO: 984-8500
- A.10. LOC No.: 72-00-1417

B. SPECIFIC

- B.1.(a) PIO/T No.: 936-3046-3692442
- B.1.(b) Appropriation: 72-113-1021.4
- B.1.(c) Allotment: 344-36-099-01-81-31
- B.1.(d) BPC: DDPA-93-16969-IG11
- B.1.(e) Amount: \$100,000.

- B.2.(a) PIO/T No.: 936-3046-3692442-01
- B.2.(b) Appropriation: 72-113-1021.4
- B.2.(c) Allotment: 344-36-099-01-81-31
- B.2.(d) BPC: DDPA-93-16969-IG11
- B.2.(e) Amount: \$200,000.

ATTACHMENT 1

SCHEDULE

1A. PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide financial support for the program described in Attachment 2 of this Cooperative Agreement entitled "Program Description."

1B. PERIOD OF COOPERATIVE AGREEMENT

1B.1. The effective date of this Cooperative Agreement is the date of the Cover Letter and the estimated completion date is September 20, 1997. Funds obligated hereunder (see Section 1C.2. below) shall be used to reimburse the Recipient for allowable program expenditures incurred by the Recipient in pursuit of program objectives at any time during the period beginning on the effective date of this Cooperative Agreement and ending on the estimated completion date.

1B.2. However, because this Cooperative Agreement is incrementally funded (see Section 1C.4. below), funds obligated hereunder are only anticipated to be sufficient for program expenditures through September 22, 1994.

1C. AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1C.1. The total estimated amount of this Cooperative Agreement for its full period, as set forth in Section 1B.1. above, is \$6,334,508.

1C.2. A.I.D. hereby obligates the amount of \$300,000.00 as partial funding of the total estimated amount set forth in Section 1C.1. above for program expenditures during the indicated period set forth in Section 1B. above. Notwithstanding said total estimated amount, A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount, except as specified in paragraph (f) of the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget" (see also Section 1C.4. below).

1C.3. Payment shall be made to the Recipient in accordance with procedures set forth in the Standard Provision of this Cooperative Agreement entitled "Payment - Letter of Credit," as shown in Attachment 3.

1C.4. As indicated in Section 1C.2. above, this Cooperative Agreement is partially funded. Until such time as the obligated amount shall equal the total estimated amount of this Cooperative Agreement, additional increments of funds may be obligated by A.I.D. under this Cooperative Agreement (by a Cooperative Agreement modification), subject to availability of funds, possible evaluation of the program, program priorities at the time, and the requirements of the Standard Provisions of this Cooperative Agreement entitled "Revision of Grant Budget".

1D. COOPERATIVE AGREEMENT BUDGET

1D.1. The following is the Budget for the total estimated amount of this Cooperative Agreement for its full period. The Recipient may not exceed the total estimated amount or the obligated amount of this Cooperative Agreement, whichever is less. Except as specified in the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget," as shown in Attachment 3, the Recipient may adjust line item amounts as may be reasonably necessary for the attainment of program objectives, however these adjustments may not exceed a 25% variance with individual line items without prior approval of the Agreement Officer. Revisions to the budget shall be in accordance with Section 1C. above and the Standard Provisions of this Cooperative Agreement entitled "Revision of Grant Budget," and, if applicable, "Cost Sharing (Matching)."

1D.2. Budget

<u>Cost Element</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
Salaries	\$269,110	\$316,575	\$332,486	\$349,048	\$ 1,267,219
Fringe (37%)	99,571	117,133	123,020	129,148	468,871
Overhead (82%)	220,670	259,592	272,639	286,219	1,039,120
Consultants	50,000	52,500	55,125	57,881	215,506
Subagreements	50,000	52,500	55,125	57,881	215,506
Travel	50,000	52,500	55,125	57,881	215,506
Equipment	25,000	26,250	27,563	28,941	107,753
ODCs	<u>611,632</u>	<u>695,764</u>	<u>730,552</u>	<u>767,079</u>	<u>2,805,027</u>
TOTAL	\$1,375,983	1,572,813	1,651,634	1,734,079	\$6,334,508

The above budget includes only central funding, and any mission funding to be included will be done so through add-ons, if requested by U.S.A.I.D missions (see also Section 1.D.4. below).

1D.3. Inclusion of any cost in the budget of this Cooperative Agreement does not obviate the requirement for prior approval by the Agreement Officer of cost items designated as requiring prior approval by the applicable cost principles (see the Standard Provision of this Cooperative Agreement set forth in Attachment 3 entitled "Allowable Costs") and other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 1I. below.

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1D.4. It is anticipated that add-ons from the U.S.A.I.D. missions will be requested under this cooperative agreement. These add-ons shall be in the nature of assistance to the recipient's program and will result in an increase to the total estimated amount of the cooperative agreement.

1D.5. Should PRB provide materials produced under this Cooperative Agreement for domestic sales, any income generated from those sales shall be treated as Program Income as defined in OMB Circular A-110, Attachment D. Accordingly, all Program Income generated under this cooperative agreement shall be added to the funds committed to this project, and be used to further program objectives.

1E. REPORTING

1E.1. Financial Reporting

1E.1.(a) Financial reporting requirements shall be in accordance with the Standard Provision of this Cooperative Agreement entitled "Payment -Letter of Credit," as shown in Attachment 3. In addition, any Program Income generated under this Cooperative Agreement as described in Section 1D.5, above shall be reported on a cash or accrual basis, as required by OMB Circular A-110, Attachment G.

1E.1.(b) All financial reports shall be submitted to A.I.D., Office of Financial Management, FA/FM/CMPD/DCB, Room 700 SA-2, Washington, D.C. 20523-0209. In addition, three copies of all financial reports shall be submitted to the A.I.D. Project Office specified in Section 1F of this Cooperative Agreement.

1E.1.(c) The frequency of financial reporting and the due dates of reports shall be as specified in the Standard Provision of this Cooperative Agreement referred to in Section 1E.1.(a) above.

1E.2. PROGRAM PERFORMANCE PLANNING AND REPORTING

1E.2.(a) An annual workplan will be due within 30 days after the Cooperative Agreement is signed. In subsequent years, PRB will submit a draft annual workplan on the anniversary date of the effective date of this agreement. These plans will detail PRB's proposed activities, implementation schedule, and allocations of human and financial resources. The contents of all workplans will be prepared in consultation with the A.I.D. Cognizant Technical Officer (CTO). Any changes in activities made subsequent to the submission of an annual workplan are to be approved by the CTO. See Section 1F.1, and 1F.6 of this Cooperative Agreement.

1E.2.(b) PRB will also provide, within 10 working days of October 1 and April 1, drafts of a semi-annual report summarizing the activities carried out during the previous six months. These reports will describe the work accomplished and its relation to the work plan and expected outcomes. The length and content of the semi-annual reports will be determined in consultation with the CTO.

1E.2.(c) PRB will prepare and submit to the CTO a quarterly expenditure report showing current and cumulative information relating to the actual and accrued project expenditures by line item with an estimated budget for the remainder of the funding period.

1E.2.(d) PRB will submit trip reports for all travel supported by the Cooperative Agreement. These reports will be submitted to the A.I.D./CTO no later than 15 days after the completion of travel. PRB will supply A.I.D. with 3 copies of the full report and 10 copies of a one-page summary for distribution within A.I.D. and to the appropriate population cooperating agencies.

1E.2.(e) RESERVED

1E.2.(f) PRB will also fulfill, in a timely fashion, all other A.I.D. reporting requirements.

1E.2.(g) An external evaluation of the Cooperative Agreement will be carried out in the third year of the agreement at the discretion of the Office of Population. The costs of this evaluation will not be supported through the Cooperative Agreement. In each of the other years, the CTO will conduct a management review of the Cooperative Agreement, the results of which will be shared with PRB.

1E.2.(h) Special Reports

Between the required program performance reporting dates, events may occur that have significant impact upon the program. In such instances, the Recipient shall inform the A.I.D. Project Officer as soon as the following types of conditions become known:

1E.2.(h)(1) Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any A.I.D. assistance needed to resolve the situation.

1E.2.(h)(2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.

1E.2.(h)(3) If any performance review conducted by the Recipient discloses the need for change in the budget estimates in accordance with the criteria established in the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget," the Recipient shall submit a request for budget revision to the Agreement Officer and the A.I.D. Project Officer.

1E.2.(i) Final Report

Within 30 days following the estimated completion date of this Cooperative Agreement (see Section 1B. above), the Recipient shall submit five (5) copies of a final report to the A.I.D. Project Office specified in the cover letter of this Cooperative Agreement, in lieu of the last semi-annual report. In addition, two copies shall be submitted to A.I.D., POL/CDIE/DI, Washington, DC 20523-1802. It will cover the entire period of the Cooperative Agreement and include all information shown in this Section 1E.2., specifically including, but not necessarily limited to: (1) a summary of the program's accomplishments or lessons learned; (2) an overall description of the activities under the program during the period of this Cooperative Agreement; (3) a description of the methods of work used; (4) comments and recommendations regarding unfinished work and or program/continuation and direction; and 5) A fiscal report that describes in detail how the Cooperative Agreement (and any Program Generated) funds were used.

1F. SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

It is understood and agreed that A.I.D. will be substantially involved during performance of this Cooperative Agreement. This will require substantial involvement by the A.I.D./CTO, Scott Radloff, (RD/POP/P&E), or his designee. The areas of substantial involvement include the following:

1F.1. ANNUAL WORKPLAN - PRB and the A.I.D. CTO will jointly develop and review the annual workplan, which will include a description and an implementation schedule for the activities to be undertaken during the coming year, together with the level of effort and expected outputs.

1F.2. SELECTION OF TOPICS AND STRATEGY DEVELOPMENT - The A.I.D. CTO will be involved in the selection of topics to be included in publications and the development of strategies for information dissemination, media activities, and in-country technical assistance.

1F.3. SUBCONTRACTS OR SUBAGREEMENTS- The A.I.D. CTO must approve, in advance, the terms of reference or scope of work of all subcontracts and subagreements awarded by the Recipient. If required by Paragraphs (b)(5) or (b)(6) of the Standard Provision entitled "Revision of Grant Budget," or the Standard Provision entitled "A.I.D. Eligibility Rules for Goods and Services," the Agreement Officer must approve subcontracts (see the Standard Provision entitled "Procurement of Goods and Services") and subagreements (see the Standard Provision entitled "Subagreements").

1F.4. CONSULTANTS - The A.I.D./CTO must concur with the selection of consultants prior to being retained by PRB.

1F.5. FIELD VISITS - Pursuant to the standard provision of this Cooperative Agreement entitled "Air Travel and Transportation," the Recipient must provide advance notification to the A.I.D. Project Officer for all international travel. Prior concurrence by the A.I.D. CTO and the appropriate Mission is required for all international travel supported by the cooperative agreement. Requests for concurrence will be submitted four weeks in advance of the intended travel date.

1F.6. WORKPLAN REVISIONS - The A.I.D./CTO will be consulted and must approve, in advance, any revisions to the program description, or changes in the annual workplan which involves the use of A.I.D. funds.

1F.7. PRINCIPAL INVESTIGATOR - The A.I.D. CTO must approve, in advance, the selection of the principal investigator and any alternate. The approved principal investigator is Nancy V. Yinger, Project Manager. In performance of this Agreement, the principal investigator is considered to be essential to the work being performed. The recipient shall notify the A.I.D. CTO, and Agreement Officer in advance of any change in the principal investigator.

1G. PROCUREMENT AND (SUB)CONTRACTING

1G.1. Applicability

This Section 1G. applies to the procurement of goods and services by the Recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods and services (see the Standard Provisions of this Cooperative Agreement entitled "Air Travel and Transportation," "Ocean Shipment of Goods," "Procurement of Goods and Services," "AID Eligibility Rules for Goods and Services," and "Local Cost Financing"), and not to assistance provided by the Recipient (i.e., a subgrant or [sub]agreement) to a sub-recipient (see the Standard Provision of this Cooperative Agreement entitled "Subagreements").

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1G.2. Requirements

In addition to other applicable provisions of this Cooperative Agreement, the Recipient shall comply with paragraph (b)(2) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services," concerning total procurement value of more than \$250,000 under this Cooperative Agreement. Further thereto, the following are the Authorized Geographic Codes for this Cooperative Agreement:

1G.2.(a) Source, Origin, and Componentry of Goods and Commodities/Nationality of Suppliers of Goods or Services/Eligibility of Commodity-Related Services

1G.2.(a)(1) Source, Origin, and Componentry of Goods and Commodities

Except as specified in Section 1G.2.(b) below, all goods/commodities shall have their source and origin in THE UNITED STATES (Geographic Code 000), and shall meet A.I.D.'s componentry requirements, except as the Agreement Officer may otherwise agree in writing.

1G.2.(a)(2) Nationality of Suppliers

1G.2.(a)(2)(A) Suppliers of Goods and Commodities

The suppliers of goods and commodities shall have their nationality in the United States (Geographic Code 000), except as the Agreement Officer may otherwise agree in writing.

1G.2.(a)(2)(B) Suppliers of Services (Other Than Commodity-Related Services)

The suppliers of services (other than commodity-related services) shall have their nationality in the United States (Geographic Code 000), except as the Agreement Officer may otherwise agree in writing.

1G.2.(a)(2)(C) Government-Owned Organizations

Notwithstanding any other provision of this Cooperative Agreement, a Government-Owned Organization, i.e., a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible as suppliers of goods or services, except as the Agreement Officer may otherwise agree in writing.

1G.2.(a)(3) Eligibility of Commodity-Related Services

1G.2.(a)(3)(A) Ocean Transportation

Notwithstanding the Standard Provision of this Cooperative Agreement entitled "Ocean Shipment of Goods," ocean shipping financed hereunder shall, except as the Agreement Officer may otherwise agree in writing, be financed only on flag vessels of the United States (A.I.D. Geographic Code 000). If the Agreement Officer approves the use of non-U.S. flag vessels, the Standard Provision of this Cooperative Agreement entitled "Ocean Shipment of Goods" will apply.

1G.2.(a)(3)(B) Marine Insurance

The Authorized Geographic Code for marine insurance is the same as is set forth in Section 1G.2.(a)(2)(B) above. Paragraph (c) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services" applies.

1G.2.(b) Exceptions

1G.2.(b)(1) Construction and Engineering Services

Notwithstanding Section 1G.2.(a)(2)(B) above, unless otherwise approved in advance and in writing by the Agreement Officer:

1G.2.(b)(1)(A) Construction services estimated to be in excess of \$5,000,000 shall be limited to firms whose nationality is in the United States (Geographic Code 000);

1G.2.(b)(1)(B) Construction implemented by U.S. firms, regardless of dollar value, will require that at least 50% of the supervisors and other specified key personnel working at the project site must be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States; and

1G.2.(b)(1)(C) Engineering services, regardless of dollar value, shall be limited to the United States (Geographic Code 000).

1G.2.(b)(2) Purchase/Procurement Transactions not Exceeding \$5,000

If the proposed purchase/procurement transaction does not exceed \$5,000 excluding transportation costs, paragraph (b)(1) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services" shall apply in lieu of Sections 1G.2.(a)(1) and 1G.2.(a)(2) above, except as specified in Section 1G.2.(b)(3) below.

1G.2.(b)(3) Restricted Goods

Notwithstanding Sections 1G.2.(a)(1) and 1G.2.(b)(2) above, the restricted goods listed in paragraph (a)(3) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services" must be specifically approved by the Agreement Officer regardless of dollar value and source, origin, and componentry.

1G.2.(b)(4) Development Fund for Africa (DFA)

Notwithstanding Sections 1G.2.(a)(1) and 1G.2.(a)(2) above, and unless otherwise specified in a Project Agreement between A.I.D. and the host government, commodities and services financed under the Development Fund for Africa (DFA) shall be in accordance with paragraph (b)(1) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services," except that if the total amount of non-U.S. procurement exceeds \$5,000,000, such procurement must be approved in advance and in writing by the Agreement Officer. However, U.S. procurement is still to be maximized to the maximum extent practicable, and, except in emergencies, timing shall not be deemed a factor to justify non-U.S. procurement.

1G.2.(b)(5) Local Procurement

Notwithstanding Sections 1G.2.(a)(1) and 1G.2.(a)(2) above, local procurement of goods and services, as described in paragraph (b) of the Standard Provision of this Cooperative Agreement entitled "Local Cost Financing" is authorized. However, if required by the Standard Provision of this Cooperative Agreement entitled "Revision of Grant Budget" or the applicable federal cost principles as described in the Standard Provision of this Cooperative Agreement entitled "Allowable Costs," the Recipient must still obtain the approval of the A.I.D. Agreement Officer for procurement/(sub)contracts and subagreements, regardless of dollar value or the source, origin, componentry, or supplier nationality.

1G.2.(c) Definitions

1G.2.(c)(1) Source, Origin, Componentry, and Nationality of Supplier

Source, origin, componentry requirements, and supplier nationality are defined in Chapter 5 of A.I.D. Handbook 1, Supplement B, which, as may be amended from time to time, is incorporated herein as a part of this Cooperative Agreement by reference (see also Attachment 5 of this Cooperative Agreement which reflects the substance of Chapter 5 of A.I.D. Handbook 1, Supplement B as of the effective date of this Cooperative Agreement).

1G.2.(c)(2) A.I.D. Geographic Codes

A.I.D. Geographic Codes are defined in Appendix D of A.I.D. Handbook 18, which, as may be amended from time to time, is incorporated herein as a part of this Cooperative Agreement by reference (see also Attachment 5 of this Cooperative Agreement which reflects the substance of Appendix D of A.I.D. Handbook 18 as of the effective date of this Cooperative Agreement).

1G.3. Approvals

Inclusion of costs in the budget of this Cooperative Agreement for the purchase of nonexpendable equipment obviates neither the requirement of Section J.13. of OMB Circular A-21 (for educational institutions) or Section 13 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than educational institutions) for prior approval of such purchases by the Agreement Officer, nor any other terms and conditions of this Cooperative Agreement, unless specifically stated in Section 1I.2. below.

1G.4. Title to Property

Title to property acquired hereunder shall vest in the Recipient, subject to the requirements of the Standard Provision of this Cooperative Agreement entitled "Title To and Use of Property (Grantee Title)" regarding use, accountability, and disposition of such property, except to the extent that disposition of property may be specified in Section 1I. below.

1H. INDIRECT COST RATES

1H.1. Pursuant to the Standard Provision of this Cooperative Agreement entitled "Negotiated Indirect Cost Rates - Provisional (Nonprofits)," an indirect cost rate or rates shall be established for each of the Recipient's accounting periods which apply to this Cooperative Agreement. Pending establishment of final or revised provisional indirect cost rates, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below:

<u>Type</u>	<u>Rate</u>	<u>Base</u>
Overhead	<u>82</u> %	1/
Fringe Benefits	<u>37</u> %	2/

1/ Base of Application: Total direct salaries and wages

2/ Base of Application: Total direct and indirect salaries

11. SPECIAL PROVISIONS

11.1. Limitations on Reimbursement of Costs of Compensation for Personal Services and Professional Service Costs

11.1.(a) Employee Salaries

Except as the Agreement Officer may otherwise agree in writing, A.I.D. shall not be liable for reimbursing the Recipient for any costs allocable to the salary portion of direct compensation paid by the Recipient to its employees for personal services which exceed the highest salary level for a Foreign Service Officer, Class 1 (FS-1), as periodically amended.

11.1.(b) Consultant Fees

Compensation for consultants retained by the Recipient hereunder shall not exceed, without specific approval of the rate by the Agreement Officer: either the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years; or the maximum rate of a Foreign Service Officer, Class 1 (FS-1) (as periodically amended), whichever is less. A daily rate is derived by dividing the annual compensation by 2,087 and multiplying the result by 8.

11.2. Equipment

All nonexpendable items of equipment acquired under prior A.I.D. Cooperative Agreements DPE-0502-A-7066-00, and DPE-0502-A-00-3067-00 may be utilized in the performance of this agreement.

11.2.(a) Requirement for Prior Approval

Equipment purchases shall be pursuant to Sections 1D.3. and 1G.3. above and the Standard Provisions of this Cooperative Agreement entitled "Allowable Costs" and "Revision of Grant Budget," and by extension, Section 13 of Attachment B of OMB Circular A-122.

11.2.(a)(1) General Purpose Equipment, which is defined as an article of nonexpendable tangible personal property which is usable for other than research, medical, scientific or technical activities, whether or not special modifications are needed to make them suitable for a particular purpose (e.g., office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment), having a useful life of more than two years and an acquisition cost of \$500 or more per unit); and

11.2.(a)(2) Special Purpose Equipment, which is defined as an article of nonexpendable tangible personal property, which is used only for research, medical, scientific, or technical activities (e.g., microscopes, x-ray machines, surgical instruments, and spectrometers), and which has a useful life of more than two years and an acquisition cost of \$1,000 or more per unit).

11.2.(b) Approvals

In furtherance of the foregoing, the Agreement Officer does hereby provide approval for the following purchases, which shall not be construed as authorization to exceed the total estimated amount or the obligated amount of this Cooperative Agreement, whichever is less (see Section 1C. above):

See Attachment 4 - List of Approved Automation Equipment

11.2.(c) Approval for Additional Automation Equipment

Purchase of additional automation equipment and services beyond the equipment listed in Attachment 4 herein will require the following approvals and concurrences for the total planned system of any automation equipment, software, or related services:

- 1) Purchases up to \$10,000 will require Project Officer approval
- 2) Purchases from \$10,001 up to \$100,000 will require Project Officer concurrence and Agreement Officer approval.
- 3) Purchases from \$100,001 and up shall require concurrences from the Project Office and FA/IRM as well as approval from the Agreement Officer.

The Recipient must, under such circumstances, obtain the approval of the Agreement Officer for the total planned system of any automation equipment, software, or related services.

11.2.(d) Compliance with A.I.D. Eligibility Rules

Any approvals provided in Section 11.2.(b) above or subsequently provided by the Agreement Officer shall not serve to waive the A.I.D. eligibility rules described in Section 1G. of this Cooperative Agreement, unless specifically stated.

11.3. Reserved

11.4. Limitation on Use of Funds

11.4.(a) The Recipient shall not utilize funds provided by A.I.D. for any testing or breeding feasibility study, variety improvement or introduction, consultancy, publication, conference or training in connection with the growth or production in countries other than the United States of an agricultural commodity for export which would compete with a similar commodity grown or produced in the United States.

11.4.(b) The reports described in Section 1E.2. shall contain a statement indicating the projects or activities to which United States funds have been attributed, together with a brief description of the activities adequate to show that United States funds have not been used for the purpose in Section 11.4.(a) above.

11.4.(c) The Recipient agrees to refund to A.I.D. upon request an amount equal to any United States funds used for the purposes prohibited by Section 11.4.(a) above.

11.4.(d) No funds provided by A.I.D. under this Cooperative Agreement shall be used to provide assistance, either directly or indirectly, to any country ineligible to receive assistance pursuant to the Foreign Assistance Act as amended, related appropriations acts, or other statutes and Executive Orders of the United States (also see the Standard Provision of this Cooperative Agreement entitled "Ineligible Countries").

11.5. Disposition of Property

With reference to Sections 1G.4. and 11.2. above, disposition of nonexpendable property acquired hereunder shall be as follows:

Disposition of nonexpendable property acquired hereunder shall be issued within 120 calendar days after the end of the Federal support of the program for which it was acquired. If AID fails to issue disposition instructions within the 120 calendar day period, the recipient shall apply the standards of subparagraph in Handbook 13 1T6b and 1T6c as appropriate.

11.6. Defense Base Act (DBA) and/or Medical Evacuation Insurance

Pursuant to Section 18 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than educational institutions), the Recipient is authorized to purchase DBA and/or medical evacuation insurance under this Cooperative Agreement.

1.J Closeout Procedures

1.J.1.

This paragraph prescribes uniform closeout procedures for A.I.D. grants and cooperative agreements with recipients.

1.J.2.

The following definitions shall apply for the purpose of this paragraph.

1.J.2.(a) Closeout The closeout of a grant or cooperative agreement is the process by which A.I.D determines that all applicable administrative actions and all required work of the grant or cooperative agreement have been completed by the recipient and A.I.D.

1.J.2.(b) Date of completion The date of completion is the date on which all work under grants and cooperative agreements is completed or the date on the award document, or any supplement or amendment thereto, on which A.I.D. sponsorship ends.

1.J.2.(c) Disallowed Costs Disallowed costs are those charges to a grant or cooperative agreement that A.I.D. or its representatives determines to be unallowable, in accordance with the applicable Federal cost principles or other conditions contained in the grant or cooperative agreement.

1.J.3. A.I.D. closeout procedures include the following requirements:

1.J.3.(a) Upon request, A.I.D. shall make prompt payments to a recipient for allowable reimbursable costs under the grant or cooperative agreement.

1.J.3.(b) The recipient shall immediately refund any balance of unobligated (unencumbered) cash that A.I.D. advanced or paid and that is not authorized to be retained by the recipient for use in other grants or cooperative agreements.

1.J.3.(c) A.I.D. shall obtain from the recipient within 90 calendar days after the date of completion of the grant or cooperative agreement all financial, performance, and other reports required as the condition of the grant or cooperative agreement. A.I.D. may grant extensions when requested by the recipient.

1.J.3.(d) When authorized by the grant or cooperative agreement, A.I.D. shall make a settlement for any upward or downward adjustments to A.I.D.'s share of costs after these reports are received.

1.J.3.(e) The recipient shall account for any property acquired with A.I.D. funds, or received from the Government in accordance with the provisions of paragraph 1T of A.I.D. Handbook 13.

1.J.3.(f) In the event a final audit has not been performed prior to the closeout of the grant or cooperative agreement, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

1K. RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Cooperative Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 - Schedule
- Attachment 3 - Standard Provisions
- Attachment 2 - Program Description
- Attachment 4 - List of Approved Automation Equipment

1L. STANDARD PROVISIONS

The Standard Provisions set forth as Attachment 3 of this Cooperative Agreement consist of the following Standard Provisions denoted by an "X" which are attached hereto and made a part of this Cooperative Agreement:

**1L.1. Mandatory Standard Provisions For U.S.,
Nongovernmental Grantees**

- (X) Allowable Costs (November 1985)
- (X) Accounting, Audit, and Records (August 1992)
- (X) Refunds (September 1990)
- (X) Revision of Grant Budget (November 1985)
- (X) Termination and Suspension (August 1992)
- (X) Disputes (August 1992)
- (X) Ineligible Countries (May 1986)
- (X) Debarment, Suspension, and Other Responsibility Matters (August 1992)
- (X) Nondiscrimination (May 1986)
- (X) U.S. Officials Not to Benefit (November 1985)
- (X) Nonliability (November 1985)
- (X) Amendment (November 1985)
- (X) Notices (November 1985)
- (X) Metric System of Measurement (August 1992)

**1L.2. Additional Standard Provisions For U.S.,
Nongovernmental Grantees**

- (X) OMB Approval Under the Paperwork Reduction Act (August 1992)
- (X) Payment - Letter of Credit (August 1992)
- () Payment - Periodic Advance (January 1988)
- () Payment - Cost Reimbursement (August 1992)
- (X) Air Travel and Transportation (August 1992)
- (X) Ocean Shipment of Goods (August 1992)
- (X) Procurement of Goods and Services (November 1985)
- (X) AID Eligibility Rules for Goods and Services (June 1993)
- (X) Subagreements (August 1992)
- (X) Local Cost Financing (June 1993)
- (X) Patent Rights (August 1992)
- (X) Publications (August 1992)
- () Negotiated Indirect Cost Rates - Predetermined (August 1992)
- (X) Negotiated Indirect Cost Rates - Provisional (Nonprofits) (August 1992)
- () Negotiated Indirect Cost Rates - Provisional (For-Profits) (August 1992)
- (X) Regulations Governing Employees (August 1992)
- () Participant Training (August 1992)
- (X) Voluntary Population Planning (June 1993)
- () Protection of the Individual as a Research Subject (August 1992)

- () Care of Laboratory Animals (November 1985)
- (X) Title To and Use of Property (Grantee Title)
(November 1985)
- () Title To and Care of Property (U.S. Government
Title) (November 1985)
- () Title To and Care of Property (Cooperating
Country Title) (November 1985)
- () Cost Sharing (Matching) (August 1992)
- (X) Use of Pouch Facilities (August 1992)
- (X) Conversion of United States Dollars to Local
Currency (November 1985)
- (X) Public Notices (August 1992)
- (X) Rights in Data (August 1992)

PROGRAM DESCRIPTION

In addition, to the following, the Recipient's proposal entitled "Proposal for a new non-competitive cooperative agreement", dated April 2, 1993 is attached hereto and is made a part of this Cooperative Agreement.

**Population Reference Bureau Cooperative Agreement
Program Description**

A. Activities

The Population Reference Bureau will carry out the following types of activities over a four-year period. Specific workplans will be developed each year which may include modifications to this list.

1. Materials Production

a. Production of new materials. PRB will produce materials on up to three global or regional population/family planning topics per year for distribution to LDC policy audiences, the media, and donors. These materials may include booklets, chartbooks, wall charts, slide shows, and/or discussion guides, produced separately or in sets on any given topic. Materials will be produced in English, French, and/or Spanish, as appropriate. Dissemination strategies will be prepared for each set of materials, highlighting the relevance of the topic, proposed audiences, and distribution tactics.

b. Translations and Reprints. PRB may also update, translate and reprint other materials, as appropriate, including PRB's International Programs materials.

c. World Population Data Sheet. The agreement will support half of the staff time and production costs of the English version of the annual World Population Data Sheet, and all of the costs of the French and Spanish versions. PRB will produce one translation per year, alternating French and Spanish.

2. Materials Distribution, Tracking, and Promotion

a. Distribution. PRB's distribution system will include three components: 1) mass mailings to all or part of PRB's mailing list of 15,000 policy organizations in LDCs; 2) promotion of Cooperative Agreement materials to donors, A.I.D. cooperating agencies (CAs), and other development groups; and 3) responses to requests from appropriate audiences.

PRB may also respond to requests for other PRB materials not funded by A.I.D., e.g. Population Bulletins, Population Today, Population Handbook. The Cooperative Agreement will reimburse PRB for these materials at the lowest bulk order rate.

b. PRB Sales Policy. The following audiences will receive materials free of charge: LDC audiences, A.I.D. Bureaus and Missions, A.I.D. CAS, international organizations/donors, and other PVOs working on development issues. For U.S. domestic audiences that do not fit into any of the above categories, PRB will charge for materials produced under the Cooperative Agreement. Any income generated from sales of these materials will be recorded for audit purposes and used to further eligible program objectives or to finance the non-A.I.D. share of the project, as approved by A.I.D. The funds generated from these sales may be used to reprint publications, to produce additional materials, or to support other ongoing Cooperative Agreement activities.

c. Tracking. PRB will use its computer-based inventory system to track where Cooperative Agreement materials are distributed and to provide estimates of the cost of the materials and their distribution. In addition, PRB will include bounceback questionnaires with all mass mailings.

d. Promotion. PRB will mail promotional copies of materials to CAS, donors, and other development groups as mentioned above, and will produce and distribute annual updates of PRB's publication order form in English, French, and Spanish.

3. Media work

a. Wire Services. PRB will write periodic articles for wire services that serve developing countries. Examples of these include: DepthNews (run by The Press Foundation of Asia); Inter Press; and the Women's Feature Service.

b. News Packs. PRB will send news packs semi-annually to active journalists on its list of media organizations in developing countries.

c. TV/Radio Modules. PRB will produce on a semi-annual basis television and radio "modules" that can be adapted and localized for LDC audiences. PRB may expand the distribution of these modules to a greater number of TV and radio stations than is reflected on the News Pack list.

d. Other Media Activities. Periodically, PRB will disseminate press releases to announce new materials, respond to media inquiries, support other CAS' media activities, and hold press seminars.

e. Special Projects. PRB will undertake one special media project per year, in which PRB will work in close collaboration with small groups of editors and journalists from developing-country publications to develop an informed, committed media network to enhance coverage of population-related issues.

4. U.S.-based training and technical assistance in policy communications

PRB will manage the following training and technical support activities:

- a. two internships per year;
- b. support for conference participation, presentations, and exhibits;
- c. support for meetings and itineraries of international visitors, on request; and
- d. support for small-scale CA collaboration.

5. Ad Hoc Requests

PRB will respond to up to 25 ad hoc requests per year. These may include: developing slides for R&D/POP staff; producing the annual User's Guide to the Office of Population; and/or responding to special information requests from Missions, Bureaus, and CAs, including large orders for materials.

6. In-country work and sub-agreements

PRB may fund up to three small-scale technical assistance activities per year. Examples of eligible activities include the following:

- a. technical assistance (TA) for in-country or international conferences;
- b. TA and/or production support for specific dissemination efforts, such as new survey findings or country-specific versions of PRB international materials;
- c. desktop publishing training and equipment for LDC organizations wishing to improve their policy communications skills;
- d. TA to help policy-makers make better use of population data for policy and program planning;
- e. TA to help in-country institutions design communications strategies to support the policy process, including identifying appropriate messages, audiences, and formats to address those audiences; and
- f. collaborative efforts with other CAs' sub-projects.

7. Country Files

PRB will maintain a system for collecting and packaging policy-relevant, country-specific population information for A.I.D. Missions, Bureaus, and CAs. The country files will include information from computerized databases and copies of relevant, up-to-date articles.

8. Fellows Program

PRB will support approximately twelve fellows per year, who are LDC graduate students in the U.S., in order to form a bridge between the students' academic work and policy-information needs in their home countries. The fellowships may include a modest stipend for research-related expenses and participation in population policy seminars.

B. Reporting Requirements

1. An annual workplan will be due within 30 days after the Cooperative Agreement is signed. In subsequent years, PRB will submit a draft annual workplan 30 days prior to the new project year. These plans will detail PRB's proposed activities, implementation schedule, and allocations of human and financial resources. The contents of all workplans will be prepared in consultation with the A.I.D. Cognizant Technical Officer. Any changes in activities made subsequent to the submission of an annual workplan are to be approved by the CTO.
2. PRB will also provide, within 10 working days of October 1 and April 1, drafts of a semi-annual report summarizing the activities carried out during the previous six months. These reports will describe the work accomplished and its relation to the work plan and expected outcomes. The length and content of the semi-annual reports will be determined in consultation with the CTO.
3. PRB will prepare and submit to the CTO a quarterly expenditure report showing current and cumulative information relating to the actual and accrued project expenditures by line item with an estimated budget for the remainder of the funding period. This report will show obligations, expenditures, and balances for each source of funds (e.g. RD/POP, add-ons from USAID missions, etc.).
4. PRB will submit trip reports for all travel supported by the Cooperative Agreement. These reports will be submitted to the A.I.D./CTO no later than 15 days after the completion of travel. PRB will supply A.I.D. with 3 copies of the full report and 10 copies of a one-page summary for distribution within A.I.D. and to the appropriate population cooperating agencies.
5. A Final Report will be submitted in lieu of the last semi-annual report one month prior to the termination of the Cooperative Agreement. This report will concisely summarize all project activities and will assess the progress made toward the achievement of project goals. The precise format of this report will be jointly determined by the A.I.D./CTO and PRB at the beginning of Year 4.
6. PRB will also fulfill, in a timely fashion, all other A.I.D. reporting requirements.

C. Evaluation

An external evaluation of the Cooperative Agreement will be carried out in the third year of the agreement at the discretion of the Office of Population. The costs of this evaluation will not be supported through the Cooperative Agreement. In each of the other years, the CTO will conduct a management review of the Cooperative Agreement, the results of which will be shared with PRB.

2805b

***PROPOSAL FOR A NEW NON-COMPETITIVE
COOPERATIVE AGREEMENT***

April 2, 1993

**POPULATION REFERENCE BUREAU, INC.
1875 Connecticut Avenue, NW
Suite 520
Washington, DC 20009**

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ATTACHMENTS

- A. Detailed Capabilities Statement
- B. Cooperative Agreement Activities since FY90
- C. Assessment of the Cooperative Agreement since FY90
- D. Illustrative Activities for Year 1
- E. Biographical statements of PRB staff and bio data forms

I. PROPOSAL SUMMARY

This proposal requests the establishment of a new non-competitive Cooperative Agreement for follow-on activities which began with the Cooperative Agreement DPE-0502-A-00-7066-00 established in 1983 between A.I.D. and the Population Reference Bureau, Inc. (PRB) under the Demographic Data Initiatives Project (Project No. 936-3046). It outlines an overall budget of \$6,765,521 (\$6,334,509 from R&D/POP and \$431,013 from add-ons) for a four-year Agreement to run from September 21, 1993 to September 20, 1997. The proposed level of effort is 8.88 person years for the first year and 10.28 person years in subsequent years (the increase covers program elements that would begin in the second year of the project).

Since 1983, the purpose of the Cooperative Agreement has been to support PRB's ongoing activities to disseminate policy-relevant population research and information throughout A.I.D.-funded countries and the donor/development community. The Agreement has increased in scope over time in response to A.I.D.'s growing awareness of the extensive demand for policy-relevant information from developing-country policymakers and program planners.

The activities proposed for this renewal of the Agreement fall in two categories: (1) continuation of the successful policy dissemination activities that PRB has undertaken over the past ten years; and (2) new activities that involve working with selected members of the Agreement's broad policy audience to make better use of population data and research findings.

Ongoing Activities (proposed to start in Year 1)

A. Materials production: PRB proposes funding production of up to three new sets of materials per year. The proposal also calls for continued support for the *World Population Data Sheet* and sets aside some funds for reprinting. In the first two years of the new Agreement, PRB proposes to focus its materials-development activities on two major international conferences: the 1994 International Conference on Population and Development and the 1995 International Women's Conference.

B. Media activities: PRB proposes continuing the media activities developed over the past two years (wire service articles, news packs, responding to information calls) plus adding one special project and the production of two radio and TV modules per year.

C. Other Cooperative Agreement activities: Collaboration with CAs, presentations, international visitors, and *ad hoc* requests are all proposed to continue at approximately current levels. Materials distribution has increased over the past two years, particularly in response to requests, and needs slightly more support.

New Activities (proposed to start in Year 1)

In-country work: PRB proposes adding funds for two to three small-scale, in-country activities per year. Examples include technical assistance (TA) for conferences; TA and/or production support for specific dissemination efforts, for example, new survey findings or country-specific versions of PRB international materials; TA to help in-country organizations develop communication strategies; and desktop publishing training and equipment for LDC organizations wanting to improve their policy communications skills.

New Activities (proposed to start in Year 2)

A. **Country files:** This activity would be part of the Agreement's Year-2 budget and would continue PRB's work (currently called Policy Files under the OPTIONS II Project) in preparing policy-relevant, country-information files for A.I.D. Missions and Bureaus, and other CAs.

B. **Fellows Program:** This activity would pick up on another component of PRB's OPTIONS II work — policy-communications training for LDC graduate students enrolled in U.S. universities.

II. PRB'S UNIQUE INSTITUTIONAL CAPABILITIES

The Population Reference Bureau has worked for more than 60 years as a non-profit educational and informational organization to gather, interpret, and communicate the facts and implications of population trends. PRB is uniquely qualified to carry out this type of population communication activity (see Attachment A for a detailed capabilities statement). The organization plays a singular role as a bridge between the scientific community and the informational and educational needs of an informed public concerned with population-related programs and policy issues. PRB is not an advocacy group, preferring to provide facts and scientific analyses on which its audiences can base their understanding and form their opinions.

PRB's work is recognized by top professionals in the field as a source of unbiased, accurate, and up-to-date information. At the same time, PRB has developed a capacity to communicate population concepts in clear, understandable terms that enable non-technical audiences to grasp the meaning and significance of population research findings. To ensure that such information is also accessible to policy audiences, PRB has developed dissemination strategies to reach legislators, public officials, private-sector leaders, and the media, both in developing countries and the U.S.

In addition to printed materials, PRB presents information in graphic and audio-visual formats for briefings, seminars, and for distribution through media channels. PRB also maintains a research library and a computer-based information service, both of which are utilized daily in response to public inquiries. The organization's 35-member staff includes professionals with advanced degrees in demography, sociology, economics, geography, international relations, public health, and communications, as well as editors and production and graphic design specialists. Because dissemination of information is a major goal, PRB is organized to respond quickly to requests for information, materials, or technical assistance.

PRB has also established itself as an authoritative news source for a wide variety of national and international publications and maintains an active press program. Many staffers have extensive media experience, having served as full-time editors and reporters for several magazines and newspapers. PRB has the experience to make press outreach an integral component of its dissemination program here and abroad.

While much of PRB's work focuses on domestic population issues, the organization also has extensive international experience. In addition to the Cooperative Agreement (described in Section IV below), PRB has carried out a wide variety of international activities:

- ◆ ***The IMPACT Project:*** The \$5.9 million IMPACT Project, which PRB managed from 1985 to 1990, was designed to bridge the gap between the wealth of available population research and the need in developing countries for accurate, policy-relevant population information. The project identified appropriate leadership audiences; determined key population/family planning topics; designed and produced innovative materials on these themes; assisted less developed country (LDC) institutions in their policy dissemination efforts through subprojects and TA; and carried out a variety of *ad hoc* dissemination activities at A.I.D.'s request.
- ◆ ***Subcontract with OPTIONS I and II:*** Under subcontract to The Futures Group, PRB carries out in-country TA on policy communications and other aspects of the policy development process. PRB also manages the OPTIONS Policy Files. Extensive policy-relevant data are gathered, organized by country, and made available upon request to A.I.D. staff and others. Under the Fellows Program, 10-15 developing-country graduate students studying at U.S. universities work with PRB staff each summer during a two-week seminar on effective communication of demographic information.
- ◆ ***Global Edition:*** The *Global Edition* Project works with an international network of newspaper and magazine editors in developing countries to increase dissemination of information about the linkages between population growth and

the environment. PRB staff provide collaborating editors with data and organize meetings to plan and coordinate the publication of feature articles. A total of 14 editors in Africa, Asia, and Latin America now participate in the network. Supported primarily by the MacArthur Foundation for the past four years, the current project is a follow-up to an earlier pilot project funded by A.I.D. under the IMPACT Project.

- ◆ **HHRAA:** In October 1992, the Academy for Educational Development was awarded the HHRAA (Health and Human Resources Analysis for Africa) Project by A.I.D.'s Africa Bureau. As a subcontractor to HHRAA, PRB is the key population organization, providing information support for the development of the Project's population research agenda as well as preparing materials for dissemination to African policymakers.
- ◆ **Other International Projects:** In recent years, PRB has prepared a booklet for The World Bank describing a new population initiative (*The African Agenda for Action*); a booklet highlighting UNFPA activities in Africa for the 1992 All-Africa Population Conference; and a book on UNEP's Global 500 winners, *The Rhino Man and Other Uncommon Environmentalists*.
- ◆ **Subcontract with RAPID II:** PRB was also a subcontractor on The Futures Group's RAPID II Project; PRB staff members worked extensively in Africa on the design and execution of RAPID computer presentations to leadership groups as well as in the planning and implementation of conferences for policy audiences.
- ◆ **Previous A.I.D. support** included dissemination of population information under the A.I.D.-sponsored "Compilation and Analysis of Demographic Data" Project. Such projects have been integral to PRB's 64 years of experience in the population data and information dissemination field.

III. RATIONALE AND STRATEGY FOR THE COOPERATIVE AGREEMENT

Understanding population trends and their implications is essential for building public support for population activities as well as for designing, implementing, and evaluating population policies and programs. Such understanding begins with thorough data collection and rigorous research. Indeed, much time and money have been invested in collecting and interpreting data on population and family planning. For example, over the years, A.I.D. has funded major international data collection activities, including The World Fertility Survey, the Contraceptive Prevalence Survey,

and the Demographic and Health Survey, as well as innumerable operations research projects.

However, without effective dissemination, many of these important research findings do not reach policy audiences or shape public opinion about population. Useful information remains buried in lengthy technical reports, which are not read even if circulated to policymakers. Effective policy communication requires an audience-focused approach that recognizes the information needs of policymakers and tailors materials to meet these needs.

The need for population-policy materials has never been greater. Despite a growing awareness in developing countries of the importance of population variables to development planning and an impressive record over the past three decades in developing population policies and expanding family planning services, many challenges remain. In 1960, contraceptive prevalence in developing countries was about 10 percent; today, it is about 50 percent. Yet, there are now more women not using family planning than there were in 1960 because of rapid population growth. The proposed Cooperative Agreement activities can reinforce past positive policy changes and illustrate effective policy and program options that developing countries could adopt to continue addressing crucial family planning needs.

In addition, the upcoming 1994 International Conference on Population and Development will focus world attention on population issues. Access to policy-relevant materials can help guide the preparations for the Conference and serve as a resource base during the Conference itself.

Policy communication is precisely PRB's strength. Recognizing this, A.I.D. has worked with PRB for many years to improve the dissemination of population information, initially the distribution of existing materials. Beginning with the IMPACT Project in 1985, PRB also received A.I.D. funding to produce brief, innovatively designed materials to highlight, for developing-country policymakers, key population data and research findings.

Originally production of this type of materials was experimental; A.I.D. wanted to find out if investing in relatively expensive materials was an effective policy-communication strategy. Consequently, the IMPACT Project included a significant internal evaluation component, using focus groups, panel interviews, and bounceback questionnaires.

These evaluation activities reported, without exception, that policymakers are interested in population issues and are more likely to use the information if they receive it in brief, well designed formats. For example, 72 top-level policymakers in Ghana were interviewed in 1987 about the 1986 PRB/IMPACT publication entitled *Family Planning Saves Lives*. Eighty-five percent said the booklet was relevant for

policymakers, 74 percent said it was a useful communications format, 65 percent said the information was trustworthy, and 69 percent said it was worth spending the extra money for color photos and graphics to reach busy policymakers.

In addition, over the life of the IMPACT Project, the demand for policy materials was extraordinary. Originally charged with distributing 5,000 copies of any given material, PRB distributed tens of thousands of copies of its international booklets: 48,000 copies of the 1986 version of *Family Planning Saves Lives*, 51,000 copies each of *Contraceptive Safety: Rumours and Realities* and *Contraceptive Safety: An Overview*, and 40,000 copies of *Breastfeeding: Protecting a Natural Resource*.

Based on the success of IMPACT's activities, a materials-production component was added to the Cooperative Agreement in the 1990 amendment. However, PRB believes strongly in the need for continuing feedback on the relevance and usefulness of its materials. Thus, the Cooperative Agreement has continued to carry out low-cost evaluation activities on the booklets it has prepared since 1990; specifically, a bounceback questionnaire is included with new materials sent out in mass mailings. To date, four questionnaires have been analyzed. With a return rate of between 8 and 10 percent¹, 83 to 98 percent of respondents reported that the materials were "highly relevant" or "relevant" to their work.

Demand for materials continues to be significant; since October 1990, the Cooperative Agreement has distributed over 110,000 booklets, data sheets, and other materials. Given the feedback on and demand for materials, continuing production activities will be a key component of the communications strategy of the proposed renewal of the Cooperative Agreement.

In addition to materials production, PRB has carried out extensive media activities in developing countries. IMPACT Project internal evaluations highlighted the far-reaching effect of such activities. As an example, again from Ghana, 65 percent of the policymakers who were interviewed learned about IMPACT-funded activities through one television broadcast.

Thus, media activities will also continue to be a key component of the Cooperative Agreement's communication strategy. The long-range goal of the media work goes beyond simply increasing the amount of information on population being printed or broadcast: it is to create a solid network of LDC journalists who (1) see population issues as a good story; (2) also see population as an important aspect of socioeconomic development; (3) understand key population concepts and how to use

¹ This compares favorably to the 3 percent return rate usually expected for such questionnaires.

the information PRB and other groups provide; and (4) are committed to continue covering these issues with or without PRB's active involvement.

In addition to materials production and media work, PRB proposes adding a third component to the Cooperative Agreement's communications strategy: in-country technical assistance. The current Cooperative Agreement does not include in-country work (except funds for international travel to conferences which were approved in FY93). In 1990, when the current Agreement was amended, it was expanded to include the materials production activities of the IMPACT Project, while the in-country components of IMPACT were not included. Yet there are still many smaller scale, short-term, in-country activities that fall within the Cooperative Agreement's mandate. These activities may not be getting the support they need through other A.I.D.-funded projects. Adding a small TA component to the Cooperative Agreement can augment A.I.D.'s (and PRB's) ability to respond to field requests for assistance.

The need for in-country work is also supported by IMPACT Project evaluations and Mission feedback from a worldwide cable sent in January 1993 requesting input on Cooperative Agreement activities. Policymakers tend to trust materials with data about their own countries and regions more than broad international topics. While they value some comparative data, information that hits closer to home is more relevant to their needs. By adding support for the production of a few country-specific materials, in collaboration with local institutions, PRB can enhance the effectiveness of its materials production and media activities.

In addition, PRB proposes to enhance the capability of in-country institutions to produce and disseminate their own policy-relevant information by (1) offering desk-top publishing training; (2) providing TA on the development of dissemination strategies; and (3) providing TA on how to better use population information in the policy process.

IV. DESCRIPTION OF THE COOPERATIVE AGREEMENT SINCE 1983

Since 1983, the purpose of the Cooperative Agreement has been to support PRB's ongoing activities to disseminate policy-relevant population research and information throughout A.I.D.-funded countries and the donor/development community. The Agreement has increased in scope over time in response to A.I.D.'s growing awareness of the extensive demand for policy-relevant information from developing-country policymakers and program planners. The original Agreement made already existing materials more accessible; since 1990, the Agreement has taken a proactive approach to producing and disseminating materials tailored specifically to LDC policy audiences.

When the Cooperative Agreement was initiated in 1983, PRB assisted A.I.D. in the dissemination of policy-relevant demographic data through the publication and distribution of PRB's annual *World Population Data Sheet*. In 1985, PRB's agreement with A.I.D. was amended so that PRB could distribute copies of other PRB publications in response to *ad hoc* requests from A.I.D., its CAs, and appropriate individuals and institutions in LDCs.

In 1987, the original Cooperative Agreement was renewed for a five-year term with an expanded set of activities and budget. In addition to continued support for the *World Population Data Sheet* and *ad hoc* publications distribution, the Agreement included translations of the *World Population Data Sheet* into French and Spanish, an expanded international visitors' program, and an internship program.

In 1990, the Agreement was significantly amended when the IMPACT Project ended: (1) the budget was increased from approximately \$93,000 per year to an average of \$824,000 per year (\$3,939,013 over the life of the Agreement); (2) three years were added to the Agreement; and (3) activities were expanded to include production of new materials and extensive media outreach. Specific objectives included the following:

- ✓ Production and distribution of booklets and other materials to public officials, opinion leaders, and the media in developing countries as well as to donors and other members of the development community.
- ✓ Assistance to journalists, particularly those in developing countries, to expand and improve their understanding and coverage of population issues.
- ✓ Limited U.S.-based training and TA in policy communications via internships, workshops, presentations, and assistance to international visitors.
- ✓ Provision of population information and analyses in response to requests from A.I.D. and other appropriate groups.

Attachment B highlights the accomplishments of the Cooperative Agreement since 1990. A September 1992 Management Review of the Agreement found that "...PRB has amply fulfilled the expectations of the CA [Cooperative Agreement] while being highly innovative in its approach to the activities originally planned." (See Attachment C for the Executive Summary of this Management Review. Copies of the complete Review are available from PRB or R&D/POP/P&E.) During the management-review process, a worldwide cable was sent to USAID Missions to solicit their assessments of Cooperative Agreement activities. As of March 16, 1993, 29 Missions had responded to the cable. Overall, responses to PRB's work were positive

and many Missions confirmed both the need for current activities to continue and the usefulness of an expanded workscope, particularly small-scale technical assistance. (Attachment C also includes a summary of the Mission feedback.)

The demand for Cooperative Agreement materials and other activities was higher than expected in 1990, and with A.I.D.'s permission the burn-rate for funds has been accelerated. Essentially the four-year scope of work outlined in the 1990 amendment has been compressed into three years. Two areas that particularly expanded are the media activities and distribution of materials.

V. PROPOSED ACTIVITIES FOR THE COOPERATIVE AGREEMENT

Based on the success of and continuing demand for the activities currently carried out under the Cooperative Agreement, as well as Mission and R&D/POP support for several new activities, PRB is proposing a new, four-year, non-competitive Cooperative Agreement as a follow-on to Cooperative Agreement DPE-0502-A-00-7066-00. The proposed overall funding level is \$6,765,521, \$6,334,509 from R&D/POP and \$431,013 from add-ons.

This section outlines the kinds of activities PRB proposes to undertake over the next four years. The activities fall in two categories: (1) continuation of the successful policy dissemination activities currently supported by the Cooperative Agreement, in some cases at slightly expanded levels; and (2) new activities that involve working with selected members of the broad policy audience to make better use of the data, information, and research findings that PRB (and other organizations) package and send out.

1. ACTIVITIES INCLUDED IN THE CURRENT AGREEMENT THAT WILL CONTINUE IN THE NEW AGREEMENT

A. Materials Production

New materials. PRB proposes to continue producing materials on up to three global or regional population/family planning topics a year for distribution to LDC policy audiences, the media, and donors. Analysis of bounceback questionnaires indicates that the Agreement's audiences appreciate receiving booklets but would also be interested in additional formats, e.g. wall charts, discussion guides, and slide shows. Therefore, PRB proposes creating sets of materials on any given topic, i.e. a booklet or chartbook plus a wall chart and/or a slide show; or a set of four or five wall charts and a discussion guide. Materials will be produced in English, French, and/or Spanish, as appropriate. Dissemination strategies will be prepared for each set of materials,

highlighting the relevance of the topic, proposed audiences, and distribution tactics.

Among the broad topics and themes the Cooperative Agreement might cover over the next four years are (1) key issues for the 1994 World Conference on Population and Development; (2) key issues for the 1995 International Women's Conference; (3) population and the environment; (4) policy-relevant findings developed by the A.I.D.-funded EVALUATION Project; (5) migration, including internal migration and urbanization; and (6) the relationship between population variables — growth rates, age structure, etc. — and efforts to improve the human resource base. Specific topics will be identified in annual workplans. (See Attachment D for an illustrative example of materials PRB might prepare during year 1, focussing on the 1994 World Population Conference.) In the past, PRB has generally specified two topics in annual workplans, often on related themes, and left a third topic open, to be able to respond to requests for materials for specific conferences or to highlight "hot-off-the-press" research findings. PRB proposes to continue this kind of breakdown.

Translations and Reprints. PRB proposes that the Agreement continue to fund the occasional translation of other PRB materials, as appropriate, and to set aside some funds for reprinting popular International Programs materials as needed.

World Population Data Sheet. Production and distribution of the annual *World Population Data Sheet* has been a feature of PRB's Cooperative Agreements since the initial Agreement in 1983. PRB proposes continuing the same level of support, i.e. half the staff time and half the production costs for the English version and all the staff time and production costs for the French and Spanish versions. PRB will continue to do only one translation each year, alternating French and Spanish.

B. Materials Distribution, Tracking, and Promotion

Distribution. PRB is not proposing any significant modification to the "free" distribution system for appropriate audiences. This system includes three components: (1) mass mailings to all or part of the LDC mailing list of 15,000 policy organizations; (2) promotion of Cooperative Agreement materials to donors, CAs, and other development groups; and (3) responses to requests from appropriate audiences. PRB responds to requests for materials prepared by International Programs and other PRB materials not funded by A.I.D., e.g. *Population Bulletins*, *Population Today*, *Population Handbook*. As in the past, the Cooperative

Agreement will reimburse PRB for these materials at the lowest bulk order rate. To date, the three-pronged distribution approach has been very successful, and the Cooperative Agreement has steadily increased the volume of materials distributed, particularly in response to promotional activities.

New Sales Policy. The Cooperative Agreement has clearly defined audiences for distribution of materials free of charge: LDC policy organizations and other requesters, A.I.D. Bureaus and Missions, A.I.D. CAs, international organizations/ donors, and other PVOs working on development issues. In the past, there has also been a demand for materials produced with Cooperative Agreement funding from domestic audiences which do not fit any of the above categories; however, PRB has been unable to fulfill these requests. Therefore, PRB proposes to institute a domestic sales policy for Cooperative Agreement materials. Any income generated from sales of these materials will be recorded for audit purposes and used to finance the non-A.I.D. share of the project.² In general, the additional funds will be used to reprint publications when necessary, to produce additional materials, or to support other ongoing Cooperative Agreement activities.

Tracking. PRB proposes to continue tracking activities without major modification. During FYs 91 and 92, the Agreement invested significant time and money developing a computer-based inventory system to provide a mechanism to track where Agreement materials are going as well as a clear estimate of the monetary value of the materials sent out and their distribution costs. In addition, PRB continues to get good response to the bounceback questionnaires included with all mass mailings.

Promotion. In addition to mailing promotional copies of materials to CAs, donors, and other development groups as mentioned above, PRB proposes to continue promoting materials by producing and distributing annual updates of the publication order form, in English, French, and Spanish.

C. Media work

Since FY91, the Cooperative Agreement has added significant media activities, with a particular focus on developing "routine" activities that provide regular information services to LDC- and U.S.-based journalists. A few special

² A.I.D. Handbook 13, page no. 1-15.

efforts, culminating with FY93's *Women's Edition* Project, have also been carried out. In the renewed Agreement, PRB proposes to continue "more of the same" but with increased emphasis on the special projects that build on the Agreement's materials-production efforts.

Wire Services. The Cooperative Agreement currently has relationships with three wire services that send out articles to developing countries: quarterly articles for DepthNews (run by The Press Foundation of Asia) since FY91; bi-weekly articles for Inter Press since FY92; and quarterly articles for the Women's Feature Service starting in January 1993. PRB proposes continuing to work with these wire services.

News Packs. In FY92, PRB launched a system to distribute semi-annual News Packs to more than 180 LDC journalists. The journalists who form this network are those who responded favorably to a questionnaire sent to 1,200 media organizations, soliciting their interest in this service. In the new Agreement, PRB proposes to continue supporting the News Pack system.

In order to be more responsive to the radio and television journalists in the network, PRB proposes adding the semi-annual production of "modules" that can be adapted and localized by the recipients (see Attachment D for an illustrative example of these modules for year 1). While originally conceived as a service to News Pack recipients, PRB will expand the distribution of these modules to a greater number of TV and radio stations than is reflected on the News Pack list.

Standard Media Activities. The Cooperative Agreement has been supporting a set of "standard" media activities that are carried out on a periodic basis, including disseminating press releases to announce new materials, responding to media inquiries, supporting other CAs' media activities, and holding press seminars. PRB proposes to continue these activities at approximately their current levels in the new Agreement.

Special Projects. In FY93, the Cooperative Agreement included funds for a major special media project, *Women's Edition*, which will create a network of six senior-level editors of LDC women's newspapers and magazines, and produce a supplement on women's reproductive health. This project builds on PRB's background with the successful *Global Edition* Project, initiated with A.I.D. funding in 1988 and currently supported by the MacArthur Foundation. PRB's experience has found that working in close collaboration with small groups of editors and journalists from developing-country publications is the best way to develop an informed, committed media network to enhance coverage of

population-related issues. Accordingly, PRB is proposing to include one special media project per year, with a significant budget, to continue expanding the network already begun through *Global Edition* and *Women's Edition*. (See Attachment D for an illustrative special project for Year 1.)

D. Limited U.S.-based training and technical assistance in policy communications

The Cooperative Agreement has included support for a series of training and responsive technical activities. PRB proposes that these continue at current levels:

- ✓ two internships each year;
- ✓ support for conference participation, presentations, and exhibits;
- ✓ support for meeting with and arranging the schedules for international visitors, on request; and
- ✓ support for small-scale CA collaboration.

E. Ad Hoc Requests

The Cooperative Agreement currently provides funding to respond to up to 25 ad hoc requests per year. These range from paying for the film processing of slides developed by R&D/POP staff to producing the annual *User's Guide to the Office of Population*, to special information support for Missions, Bureaus, and CAs, including responding to large orders for materials. PRB proposes that the new Agreement continue to support *ad hoc* requests at the current level. This is a small part of the Agreement's overall budget, in terms of both staff time and direct costs, but builds in a flexible mechanism for useful responsive activities.

2. COMPONENTS TO BE ADDED TO THE AGREEMENT

A. In-country work

PRB proposes to add funding for up to three small-scale technical assistance activities per year. Examples of the kinds of activities PRB proposes as appropriate for the Cooperative Agreement include the following:

- ✓ TA for in-country or international conferences;

- ✓ TA and/or production support for specific dissemination efforts, for example new survey findings or country-specific versions of PRB international materials;
- ✓ desktop publishing training and equipment for LDC organizations wanting to improve their policy communications skills;
- ✓ TA to help policymakers make better use of population data for policy and program planning;
- ✓ TA to help in-country institutions design communications strategies to support the policy process, including identifying appropriate messages, audiences, and formats to address those audiences; and
- ✓ collaborative efforts with other CAs' subprojects.

B. Country Files

As a subcontractor to the OPTIONS I and II Projects, PRB has developed an efficient system for collecting and packaging policy-relevant, country-specific population information for A.I.D. Missions, Bureaus, and CAs. Over the past couple of years, the demand for these "Policy Files," as they are called in the OPTIONS Project, has increased exponentially, from about 50 requests per six-month period in 1988 and 1989 to 120 requests between October 1992 and March 1993. The Files include both information from computerized databases and "hard copies" of relevant articles, and depend heavily on PRB's existing sources of information, including the library, and on the links PRB's information staff have with other organizations, such as the United Nations, the Population Council and the U.S. Census Bureau. Because of these strong institutional links, PRB proposes adding Country Files to the Cooperative Agreement when the OPTIONS II Project is completed.

C. Fellows Program

PRB proposes a similar shift in the Fellows Program, also currently under OPTIONS II funding. PRB has had an excellent track record in managing the Fellows Program since the early 1980s. It is a U.S.-based activity which helps academically oriented LDC graduate students understand how to form a bridge between their academic work and policy-information needs in their countries. Including the Fellows Program under the Cooperative Agreement takes advantage of PRB's well established bridging role between the academic community and non-technical audiences.

VI. STAFFING

The current Cooperative Agreement supports 6.75 full-time equivalent staff positions. The activities outlined for the new Cooperative Agreement will require additional staff time — an estimated 8.88 full-time equivalents in Year 1 and 10.28 in Years 2-4. In Year 1, PRB is proposing to add a writer/editor position (at 75 percent), a full-time media position, and a half-time support position. The remaining years include staff time for the Fellows Program and Country Files. These changes are outlined in the tables below. PRB also proposes to continue using senior-level consultants to support materials-production activities, particularly research and writing.

YEAR 1

POSITION/FUNCTION	INCUMBENT, IF ANY	PERCENT TIME
Manager	Nancy Yinger	75 percent
Senior Staff	Alene Gelbard	25 percent
Senior Staff	Barbara Torrey	15 percent
Senior Staff	Rhonda Smith	15 percent
Writer/editor (new position) ✓	Sasha Loffredo (proposed)	75 percent
Senior Journalist	Win Carty	33 percent
Journalist	Elizabeth Lee	50 percent
Journalist (new position) ✓	Needs to be recruited ✓	100 percent
Senior Demographer (Data Sheet, Media)	Carl Haub	25 percent
Demographer (Data Sheet)	Machiko Yanagishita	20 percent
Coordinator/Production management	Sara Adkins-Blanch	75 percent
Distribution	Donna Clifton	80 percent
Administrative Support (new position)	Needs to be recruited ✓	50 percent
Intern (PRB)	Annual recruitment	100 percent
Intern (A.I.D.)	Annual recruitment	100 percent

POSITION/FUNCTION	INCUMBENT, IF ANY	PERCENT TIME
Other PRB staff/media, production	Various	50 percent Total staff time (person Years): 8.88

YEARS 2-4

POSITION/FUNCTION	INCUMBENT, IF ANY	PERCENT TIME
Manager	Nancy Yinger	75 percent
Senior Staff	Alene Gelbard	25 percent
Senior Staff	Barbara Torrey	15 percent
Senior Staff	Rhonda Smith	15 percent
Writer/editor	Sasha Loffredo	75 percent
Senior Journalist	Win Carty	33 percent
Journalist	Elizabeth Lee	50 percent
Journalist	Recruited from Year 1	100 percent
Senior Demographer (Data Sheet)/Media	Carl Haub	25 percent
Demographer (Data Sheet)	Machiko Yanagishita	20 percent
Country Files manager	Nazy Roudi	70 percent
Country Files Assistant	Needs to be recruited	50 percent
Fellows Program manager, Media calls	Alex de Sherbinin	34 percent
Coordinator/Production management	Sara Adkins-Blanch	75 percent
Distribution	Donna Clifton	80 percent
Administrative Support	Recruited from Year 1	50 percent
Intern (PRB)	Annual recruitment	100 percent
Intern (A.I.D.)	Annual recruitment	100 percent
Other PRB staff/ media, production	Various	36 percent Total Staff time person Years): 10.28

VII. BUDGET

Budget Table 1 outlines a proposed four-year budget of \$6,765,521 including \$431,013 for add-ons. For Year 1, PRB proposes a central-funds budget of \$1,479,004. Between Years 1 and 2, there is a proposed 14 percent increase, most of which can be accounted for by the addition of the Fellows Program and Country Files, and the rest by a 5 percent inflation increase in other items. For Years 3-4, all line items have been increased by 5 percent per year.

Budget Table 2 gives illustrative detailed budgets for Years 1 and 2. Final yearly budgets will be presented in annual workplans. Salaries and media work are the two categories in which PRB proposes the biggest increases. In addition, several new activity categories have been added: (1) Subagreements (Year 1), (2) Country Files (Year 2), and (3) the Fellows Program (Year 2). Using Year 2 as an example, PRB estimates it will allocate 45 percent of the central-funds annual budget for salaries, fringe and overhead, about 10 percent for the direct costs of media activities, 14 percent for materials production, 5 percent for materials distribution, 6 percent for the Fellows Program, and 7 percent for in-country TA (which includes part of the travel and computer line items, the subagreements line item and part of the miscellaneous new projects.) The remaining 13 percent is divided among all the other subcategories.

Budget Table 3 provides a detailed break down of the salary line for Years 1 and 2. The salary total is the sum of the "net" salaries for each staff member — gross salaries minus 13 percent for annual leave, sick leave, and holidays — times the percent of their time devoted to the Cooperative Agreement.

TABLE 1
 POPULATION REFERENCE BUREAU, INC.
 COOPERATIVE AGREEMENT
 DPE- 0502- A- 00- 7066- 00
 September 8, 1993

PROPOSED YEAR 1 BUDGET		PROPOSED YEAR 2 BUDGET*		PROPOSED YEAR 3 BUDGET		PROPOSED YEAR 4 BUDGET**		PROPOSED TOTAL FOR YEARS 1- 4	
SALARIES	\$269,110	SALARIES	\$316,575	SALARIES	\$332,486	SALARIES	\$349,048	SALARIES	\$1,267,219
FRINGE (37%)	\$99,571	FRINGE (37%)	\$117,133	FRINGE (37%)	\$123,020	FRINGE (37%)	\$129,148	FRINGE (37%)	\$468,871
OVERHEAD(82%)	\$220,670	OVERHEAD(82%)	\$259,592	OVERHEAD(82%)	\$272,639	OVERHEAD(82%)	\$288,219	OVERHEAD(82%)	\$1,039,120
CONSULTANTS	\$50,000	CONSULTANTS	\$52,500	CONSULTANTS	\$55,125	CONSULTANTS	\$57,881	CONSULTANTS	\$215,506
SUBAGREEMENTS	\$50,000	SUBAGREEMENTS	\$52,500	SUBAGREEMENTS	\$55,125	SUBAGREEMENTS	\$57,881	SUBAGREEMENTS	\$215,506
TRAVEL	\$50,000	TRAVEL	\$52,500	TRAVEL	\$55,125	TRAVEL	\$57,881	TRAVEL	\$215,506
EQUIPMENT	\$25,000	EQUIPMENT	\$26,250	EQUIPMENT	\$27,563	EQUIPMENT	\$28,941	EQUIPMENT	\$107,753
ODCs	\$611,632	ODCs	\$695,764	ODCs	\$730,552	ODCs	\$767,079	ODCs	\$2,805,027
SUBTOTAL	\$1,375,983	SUBTOTAL	\$1,572,813	SUBTOTAL	\$1,651,634	SUBTOTAL	\$1,734,079	SUBTOTAL	\$6,334,508
ADD-ONS	\$100,000		\$105,000		\$110,250		\$115,763		\$431,013
GRAND TOTAL	\$1,475,983	GRAND TOTAL	\$1,677,813	GRAND TOTAL	\$1,761,884	GRAND TOTAL	\$1,849,841	GRAND TOTAL	\$6,765,521

*Between Year 1 and Year 2, the proposed budget increases by 14% with the addition of the Fellows Program and the Country Files as well as a 5% increase in other items. In Year 3 and 4, all line items increase by 5%

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TABLE 2
POPULATION REFERENCE BUREAU, INC.
COOPERATIVE AGREEMENT LINE ITEM BUDGET
DPE- 0502- A- 00- 7066- 00
September 8, 1993

	APPROVED BUDGET FY 1993	ILLUSTRATIVE BUDGET YEAR 1	ILLUSTRATIVE BUDGET YEAR 2
SALARIES	\$194,000	\$269,110	\$316,575
FRINGE (37%)	\$71,780	\$99,571	\$117,133
OVERHEAD (82%)	\$166,840	\$220,670	\$259,592
CONSULTANTS	\$40,000	\$50,000	\$52,500
SUBAGREEMENTS	\$0	\$50,000	\$52,500
TRAVEL	\$25,000	\$50,000	\$52,500
EQUIPMENT	\$10,000	\$25,000	\$26,250
ODCs			
(1) Media	\$105,000	\$201,000	\$158,550
Newspacks		\$30,000	\$31,500
Women's Edition		\$0	\$0
TV/Radio Initiative		\$40,000	\$42,000
Wire Services		\$5,000	\$5,250
Special project (a)		\$125,000	\$78,750
Standard media amts.		\$1,000	\$1,050
(2) Ad Hoc Requests	\$10,000	\$15,000	\$15,750
(3) Production	\$205,225	\$209,632	\$220,114
UN Projections bkt.			
LAC/Adol Fert. bkt.			
Success Stories pkg.			
Asia bkt.			
Intl. Prgs. order form		\$150,000	\$157,500
Three sets of mats.		\$15,000	\$15,750
Reprints			
Data Sheets			
English (b)		\$5,000	\$5,250
French/Spanish		\$4,000	\$4,200
Misc. new projects (c)		\$35,632	\$37,414
(4) Fellows Program	\$0	\$0	\$93,450
Stipends			\$38,850
Travel/Per Diem			\$42,000
ODCs			\$12,600
(5) Country Files	\$0	\$0	\$12,600
(6) Other	\$162,155	\$186,000	\$195,300
Postage & delivery		\$50,000	\$52,500
Telephone		\$4,000	\$4,200
Supplies		\$10,000	\$10,500
Dues & subs		\$4,000	\$4,200
Conferences & exhibits		\$4,000	\$4,200
Training		\$6,000	\$6,300
Rent		\$66,000	\$69,300
Purchase of PRB mats.		\$32,000	\$33,600
Miscellaneous		\$10,000	\$10,500
SUBTOTAL	\$990,000	\$1,375,983	\$1,572,813
	\$0	\$100,000	\$105,000
GRAND TOTAL	\$990,000	\$1,475,983	\$1,677,813

- (a) Year 1 includes continued funding for Women's Edition plus one other special project. Women's Edition will be expanded in Year 2 as the special project.
(b) Included in "Purchase of PRB materials."
(c) Includes collaboration with the EVALUATION Project and U.S.- based production of country- specific materials.

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TABLE 3
 POPULATION REFERENCE BUREAU, INC.
 COOPERATIVE AGREEMENT
 DPE- 0502- A- 00- 7066- 00
 September 8, 1990

SALARIES YEAR ONE

NAMES	TITLES	PERCENT. OF TIME	GROSS YEAR SALARY	NET SALARY (GROSS LESS 13%)	TOTAL YEAR 1 EARNINGS
Yinger, Nancy	Associate Director, International Programs	75	\$57,231	\$49,791	\$37,343
Gelbard, Alene	Director, International Programs	25	\$70,208	\$61,081	\$15,270
Peter Donaldson	President	15	\$86,589	\$75,332	\$11,300
Smith, Rhonda	Population Policy Analyst	15	\$48,044	\$41,798	\$6,270
Lofredo, Sasha	Population Policy Analyst, International Programs	75	\$25,564	\$22,240	\$18,680
Carly, Win	Associate Director for Media, International Programs	33	\$64,878	\$56,443	\$18,626
Lee, Elizabeth	Assistant Director for Media, International Programs	50	\$34,744	\$30,227	\$15,114
Journalist (new)		100	\$34,744	\$30,227	\$30,227
Haub, Carl	Director, Public Information and Education	25	\$51,543	\$44,842	\$11,211
Yanagishita, Machiko	Research Demographer	20	\$34,238	\$29,787	\$5,957
Adkins- Blanch, Sara	Coordinator, International Programs	75	\$37,031	\$32,217	\$24,163
Clifton, Donna	Assistant Coordinator, International Programs	80	\$23,791	\$20,698	\$18,559
James- Jackson, Erika	Administrative Assistant, International Programs	50	\$18,675	\$16,247	\$8,124
Intern (PRB)		100	\$22,000	\$19,140	\$19,140
Intern (AID)		100	\$22,000	\$19,140	\$19,140
Other PRB staff	Media, production	50	\$32,154	\$27,974	\$13,987
TOTAL					\$269,110

SALARIES YEAR TWO

NAMES	TITLES	PERCENT. OF TIME	GROSS YEAR SALARY	NET SALARY (GROSS LESS 13%)	TOTAL YEAR 2 EARNINGS
Yinger, Nancy	Associate Director, International Programs	75	\$60,078	\$52,268	\$39,201
Gelbard, Alene	Director, International Programs	25	\$73,692	\$64,112	\$18,028
Torrey, Barbara B.	President	15	\$90,918	\$79,099	\$11,865
Smith, Rhonda	Population Policy Analyst	15	\$50,450	\$43,892	\$8,584
Lofredo, Sasha	Population Policy Analyst, International Programs	75	\$26,827	\$23,339	\$17,505
Carly, Win	Associate Director for Media, International Programs	33	\$68,104	\$59,250	\$19,553
Lee, Elizabeth	Assistant Director for Media, International Programs	50	\$36,473	\$31,732	\$15,866
Journalist (yr. 1 recruit)		100	\$36,473	\$31,732	\$31,732
Haub, Carl	Director, Public Information and Education	25	\$54,109	\$47,075	\$11,769
Yanagishita, Machiko	Research Demographer	20	\$35,945	\$31,272	\$6,254
Roudi, Nazy	Population Policy Analyst	70	\$32,542	\$28,312	\$19,818
Country Files Assistant (new)		50	\$20,985	\$18,257	\$9,128
De Sherbinin, Alex	Population Geographer	34	\$31,286	\$27,219	\$9,254
Adkins- Blanch, Sara	Coordinator, International Programs	75	\$38,857	\$33,806	\$25,354
Clifton, Donna	Assistant Coordinator, International Programs	80	\$24,970	\$21,724	\$17,379
James- Jackson, Erika	Administrative Assistant, International Programs	50	\$19,609	\$17,060	\$8,530
Intern (PRB)		100	\$23,096	\$20,094	\$20,094
Intern (AID)		100	\$23,096	\$20,094	\$20,094
Other PRB staff	Media, production	38	\$33,743	\$29,358	\$10,588
TOTAL					\$316,575

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VIII. EVALUATION

There are two components to evaluation: performance evaluation (i.e. has PRB met the proposed deliverables?), and internal tracking. For the purposes of performance evaluation, this proposal outlines the following deliverables:

Production:

- Production of up to 12 sets of new materials
- Production of up to 4 translated, revised or reprinted materials
- Half support for production of 4 English-language *World Population Data Sheets* and full support for 2 French and 2 Spanish translations

Distribution, Tracking, Promotion

- Up to 12 mass mailings and continued distribution in response to requests
- Analysis of up to 12 bounceback questionnaires; continued monitoring of order forms and bulk order questionnaire
- Production of 4 revised publications order forms

Media

- Writing of up to 136 wire service articles
- Distribution of up to 1520 News Packs
- Distribution of up to 8 Radio/Television modules
- Release of up to 12 press releases
- Up to 4 special, large-scale media projects
- Continued writing of special articles for non-PRB publications and collaboration with other CAS' media activities; response to media inquiries; occasional press seminars

Limited U.S.-based Training and TA

- Support for 8 one-year internships
- Continuing response to requests for presentations, meetings with international visitors, and exhibits at population-relevant conferences

Ad Hoc Requests

- Response to up to 100 ad hoc requests

In-country Work

- Provision of up to 12 in-country TA activities or country-specific booklets

Country Files

- Response to up to 720 requests for Country Files

Fellows Program

- Support for up to 36 policy fellows

PRB currently uses, and proposes to continue using, several mechanisms to track the usefulness and effectiveness of Cooperative Agreement activities:

- ✓ whenever possible, all draft texts undergo extensive outside review, especially from members of the potential LDC policy audience;
- ✓ a bounceback questionnaire is included with all the new materials distributed through mass mailings, which gives recipients a means to provide feedback and to order additional copies (these are analyzed approximately 6 months after each mailing);
- ✓ all CAs or U.S.-based PVOs who request 15 or more copies of any one publication are asked to complete a bulk order questionnaire indicating how they plan to use the materials, and the mail and telephone order forms include a question on intended use (these are analyzed in semi-annual reports);
- ✓ News Packs recipients periodically receive questionnaires soliciting their feedback on the News Packs contents and format; and
- ✓ all PRB's wire service collaborators are asked to share any clippings that indicate use of PRB-written articles. (PRB proposes expanding evaluation of the wire-service articles by hiring knowledgeable consultants in a few countries, e.g. IPPF affiliates with active media staff, to act as a temporary "clipping service" to see if any articles are being picked up.)

PRB will continue to explore low-cost ways to monitor the effectiveness of Cooperative Agreement activities, especially the expanded media work. In addition, PRB will collaborate fully with any outside evaluation of the Agreement as well as any management reviews.

IX. REPORTING REQUIREMENTS

Each year PRB will provide, within 10 working days of October 1 and April 1, drafts of a semi-annual report summarizing the activities carried out during the previous six months. PRB will also prepare an annual workplan for the upcoming year; a draft will be submitted within 10 working days of October 1. The format for semi-annual reports will be approved by, and the contents of all workplans will be prepared in coordination with, the A.I.D. CTO. PRB will also fulfill, in a timely fashion, all other A.I.D. reporting requirements.

ATTACHMENT A: DETAILED CAPABILITIES STATEMENT

THE POPULATION REFERENCE BUREAU, INC.

The Population Reference Bureau, Inc. (PRB) is a private, non-profit, scientific and educational organization that gathers, interprets, and disseminates information about population. Founded in 1929, PRB's 35-member staff seeks to increase awareness and understanding of population trends and their implications. Its audiences include legislators and public officials, teachers and students, the business community, and individuals and institutions concerned about U.S. and world affairs. Press outreach and media appearances by the staff multiply this impact.

PRB is dedicated to presenting reliable, unbiased, and up-to-date information and analysis. We believe that this approach empowers people to understand and shape the world in which they live and work.

PRB's activities recognize the important role of effective communications in encouraging policymakers and other public officials to use demographic data in designing policies and programs. Many potentially valuable research findings never reach policy audiences because their policy implications have not been adequately assessed and their dissemination is geared to researchers. In addition to applied research on policy-related issues, PRB's programs focus on dissemination strategies that maximize the use of findings by policymakers.

PRB's major program areas are described below:

The **PUBLICATIONS DEPARTMENT** covers a variety of population topics in formats and language suitable for non-technical audiences. These include booklets, wall charts, briefing materials, posters, instructional packets for teachers, and a monthly newsletter.

PRB members and selected policy audiences receive monthly copies of the newsletter *Population Today*, quarterly issues of in-depth *Population Bulletins*, and annual *Data Sheets*. The Publications Department also distributes materials, including the occasional *Population Trends and Public Policy* and *Working Paper* series, materials produced in the education program, and the *Handbook* series.

The *Bulletin* is PRB's longest-running series, now in its 48th volume. This series, along with *Population Today* and the *World Population Data Sheet* are PRB's flagship publications. The *Bulletin* provides in-depth (40-50 pages) examinations of important population topics, written by experts in the field and adapted by PRB's editorial staff to the needs and interests of non-technical audiences.

The *World Population Data Sheet* through the years has become an authoritative and much-awaited roundup of world demographic data for all nations and major regions. More than 50,000 people around the world are expected to receive the *1993 World Population Data Sheet*.

INTERNATIONAL PROGRAMS develops policy-relevant materials on major international population themes and provides technical support to organizations in developing countries to help them become more effective in their efforts to increase awareness and understanding of population issues. Audiences include a wide range of policymakers and opinion leaders, including government officials, business leaders, educators, women's groups, religious groups and other development organizations. Several of the international activities focus on the media, aiming to create a network of developing-country journalists interested in and better able to report on population issues.

PRB's international activities have become increasingly diverse in recent years, expanding from the successful IMPACT Project (1985-1990) to include a variety of other projects:

The A.I.D.-funded Cooperative Agreement, initiated on a small scale in 1983 and greatly expanded in 1990, has two major components: the production and distribution of materials (booklets, wall charts, slides) relevant to developing-country, population-policy concerns to an LDC mailing list of 15,000, and extensive media outreach including relationships with three LDC wire services, regular distribution of PRB and other organizations' publications to a network of 180 LDC journalists, and other special media projects. Recent publications include *Adolescent Sexual Activity and Childbearing in Latin America and the Caribbean: Risks and Consequences* and *The UN Long-Range Population Projections: What They Tell Us*. In 1992, the Cooperative Agreement initiated the *Women's Edition* project to develop a network of LDC women's newspapers and magazines to expand their coverage of reproductive health issues.

Under a sub-contract with the OPTIONS II Project since 1991, PRB provides technical assistance to developing-country organizations in policy communications; manages the Fellows Program to provide graduate students from developing countries an opportunity to enhance their skills in applying their research to policy; and prepares Policy Files — accessible compilations of population data and research on particular countries — for A.I.D. and its Cooperating Agencies.

The Global Edition Project is an innovative media project that links 14 developing-country editors to enhance coverage of population and environment issues. *Global Edition* is currently in its fourth year of funding from the John D. and Catherine T. MacArthur Foundation.

In 1992, PRB became part of the A.I.D.-funded Health and Human Resource Analysis for Africa (HHRAA) Project, under subcontract to the Academy for Educational Development. As the key population organization, PRB is helping to define the research agenda as well as provide information support and develop policy-relevant materials.

International Programs has also prepared a variety of materials for other international organizations, including *The African Agenda for Action* for The World Bank, *The Rhino Man and Other Uncommon Environmentalists* for the UN Development Programme, and *UNFPA in Africa* for the UN Population Fund.

The **POLICY STUDIES DEPARTMENT** focuses on issues relating to U.S. population policy through seminars, briefings, internships, a visiting scholars program, and submission of articles and op-ed pieces to newspapers.

For the past four years Policy Studies has collaborated with the Center for the Study of Social Policy (CSSP) on the Kids Count Project. Funded by the Annie Casey Foundation, Kids Count is an annual report on the status of children in the U.S. Each year, PRB provides state-by-state data updates. In 1992, PRB and the CSSP also collaborated on a book highlighting key children's issues: *The Challenge of Change: What the 1990 Census Tells Us about Children*.

Along similar lines, with funding from the Ford Foundation, Policy Studies is preparing a book on women's status in the U.S., using 1990 census data.

In 1992, PRB received a grant from the Pew Charitable Trust as part of its new initiative to expand support in the U.S. for international population assistance. PRB is the principle population organization, helping Pew staff to identify key issues, to provide appropriate information and data to inform those issues, to establish links with the environment, religious, population, foreign policy, and women's rights communities, and to develop appropriate materials. Both the Policy Studies Department and International Programs are working on the Pew initiative.

PRB's monthly policy seminar brings distinguished speakers on domestic and international population topics to PRB each month during the academic year. In addition, PRB maintains the Andrew W. Mellon Visiting Scholar Program. Over its eight-year life the program has attracted a distinguished group of scholars to spend a period on leave from universities, governmental agencies or international organizations to participate in PRB's policy studies and to formulate policy-relevant findings. PRB's Policy Studies Program has been strengthened by having such individuals participate on a day-to-day basis. Scholars have written monographs and papers for PRB's policy-oriented publications.

PRB also has an internship program for individuals who are in or have recently completed degree programs in population-related fields. Interns participate with senior PRB staff in domestic and international policy research activities according to their skills and interests. PRB internships are a valuable opportunity for students to do policy-related research and research dissemination during a period when their academic work is oriented toward research and research methodology.

PRB's **INFORMATION AND PUBLIC EDUCATION SERVICES** deal with a wide range of population topics and provide teacher-training workshops, staff presentations at meetings and seminars, and responses to information requests by letter, phone, and personal visits.

PRB's information services typically respond to more than 20 daily calls, letters, or visits requesting demographic information. Sixty percent of requests are international in nature, the rest, domestically oriented. The media, including virtually all the major U.S. publications and broadcast networks, represented nearly 40 percent of the calls. Other callers included government agencies, educators, and non-profit groups.

The backbone of PRB's information service capacity is its library and information system, a collection of more than 400 periodicals, 10,000 books, and files of news-clippings, booklets, and other unpublished materials.

In 1992, Information Services staff prepared all the tables for the annual *UNDP World Development Report*, including the statistical input for the Human Development Index.

Media relations are an integral part of PRB's work. All PRB publications are sent with a press release to journalists on a press list of more than 600 names. If a publication is a candidate for a press conference or press briefing, PRB works with the National Press Club to arrange appropriate coverage.

PRB is commonly quoted in the major press — *The Washington Post*, *The New York Times*, *USA Today*, *Time*, *Newsweek*, *Science*, *National Geographic*, *The Wall Street Journal*, *U.S. News & World Report*, *Associated Press*, *United Press International*, and in such specialized journals as *American Demographics*. The *World Population Data Sheet* receives wide press coverage. For example, in 1990, *The New York Times* used the press release as the basis for a major article on population and environment in its "Science" section.

Extensive assistance is given to the National Geographic Society in gathering data and reviewing drafts for their monthly magazine, the *National Geographic Atlas*, *Exploring Your World*, and other special publications. PRB received specific credit for these activities, including a credit line on two maps. The Society now uses PRB population data throughout the *Atlas*, which is prepared about once every ten years.

PRB's Population Education Program produces teaching/learning materials, provides teacher training, operates an audio-visual lending library, and engages in domestic and international consultancies on population education methods and materials. A recent effort, *The Connections Project*, developed a teachers' guide and student manual on population and the environment, including some of the supplements written by developing-country journalists participating in the *Global Edition Project*. Originally prepared for high-school level, *Connections* expanded to include preparation of teaching materials on population, the environment, and interdependence for primary level. As the project continues, materials are being developed on human resource issues.

PRB's *STAFF* now numbers about 35 people. Members of the professional staff hold advanced degrees in demography and other population-related fields, including sociology, economics, geography, psychology and international affairs. Financial support for PRB's activities comes from government contracts, foundation grants, individual and corporate gifts, interest and income from professional services and the sale of publications. PRB is governed by a Board of Trustees representing a broad range of community and professional interests in population issues. The Board meets twice yearly, with an Executive Committee that meets monthly. Profiles of PRB Board members are presented in the Annual Report.

March 1993

ATTACHMENT B: COOPERATIVE AGREEMENT ACTIVITIES SINCE FY90

I. MATERIALS PRODUCTION

New materials:

- ▶ *Africa: Demographic and Health Surveys Chartbook* (1992), English, French.
- ▶ *Fertility and Family Planning in Latin America: Challenges of the 1990s* (1992), English, Spanish.
- ▶ *Adolescent Women in Sub-Saharan Africa: A Chartbook on Marriage and Childbearing* (1992), English, French. Accompanying slide show produced in 1992.
- ▶ *Adolescent Sexual Activity and Childbearing in Latin America and the Caribbean: Risks and Consequences* (1992), English, Spanish.
- ▶ *The New UN Long-Range Population Projections: What They Tell Us* (1993), English, French, Spanish.
- ▶ Promotional Brochure (1990) and Publication Order Forms (1991, 1992), English, French, Spanish.

Revised, translated, updated, or reprinted:

- ▶ *Family Planning Saves Lives, Second Edition* (revised 1991), English, French, Spanish. Accompanying slide show produced in 1992.
- ▶ *World Population Data Sheets* in English and French or Spanish (annual update).
- ▶ French translation of *Population Bulletin on Africa, Africa's Expanding Population: Old Problems, New Policies* (1991).
- ▶ *Population Handbook* in Spanish (revised 1991).
- ▶ *African Population Images* (reprinted 1991).
- ▶ *Adolescent Women In Sub-Saharan Africa: A Chartbook on Marriage and Childbearing* (reprinted 1992).

Materials currently under development

- ▶ *Family Planning Programs: Diverse Solutions to a Global Challenge* (25-30 case studies of successful family planning programs). Status: 18 written, at various stages of review and editing (list available on request).
- ▶ Chartbook on Asia's population/family planning trends. Status: currently being written.

II. DISTRIBUTION

- ▶ Developed a coded mailing list of approximately 15,000 LDC policy organizations and lists of CAs and other U.S.-based development groups (1990).
- ▶ Shared our mailing list with other development groups; mailed questionnaires targeted to certain groups in the list (e.g. media); used the list to prepare dissemination strategies, and to look up addresses.
- ▶ Did 14 mass mailings using all or part of the mailing list since January 1991.
- ▶ Distributed more than 110,000 booklets, wall charts and other materials since October 1990. More than 3/5 of this number was in response to requests following the initial distribution of new or revised materials and order forms.
- ▶ Distributed the video *Race Against Time* (English and French) prepared in collaboration with CERPOD, an international research institute based in Mali, under the IMPACT project.

III. MEDIA ACTIVITIES

Wire Services:

- ▶ Press Foundation of Asia (Depthnews), quarterly articles since January 1991.
- ▶ InterPress Service, 2 articles a month since February 1992.
- ▶ Women's Feature Service, quarterly articles beginning in 1993.

News Packs:

- ▶ 180 LDC journalists receive semi-annual news packs containing materials produced by PRB and other development organizations (since June 1992).
- ▶ The Cooperative Agreement funds the addition of demographic information to quarterly news packs sent to 14 editors participating in MacArthur-funded *Global Edition* Project (since October 1990).

Standard Media Activities

- ▶ Press Releases sent to relevant LDC and U.S. media announcing all new Cooperative Agreement and PRB internationally focused materials (12 sent since October 1990).
- ▶ Distribution of other NGO's materials to the LDC media list (2 booklets sent in 1991).
- ▶ Periodic articles for journals and newspapers (9 prepared since October 1990) plus the monthly "Trendwatch" column in *Market Asia* and *Market Europe*.

- ▶ Regularly give permission to reprint PRB materials in LDC and U.S.-based magazines, newsletter and booklets.
- ▶ Background papers, articles and support for other organizations' press packs and special projects, for example a background article for FAO's World Food Day, and a press release for the Nigeria DHS. Also provided media support to the DHS World Conference (staffed the press room, shared media mailing lists, wrote an article for the press packets) and helped with media activities for IPPF/WHR's "Flowers for Mothers" Campaign by sharing media mailing lists, providing data sheets and writing an article for press packs.
- ▶ Radio Interviews with visiting family planning specialists (12); PRB staff also regularly responds to requests for radio and press interviews.
- ▶ Occasional Press Seminars for U.S.-based reporters working for LDC newspapers and magazines (2 conducted in 1991).
- ▶ Responding to daily information requests from journalists writing about global or LDC population/family planning issues.

Special Projects:

- ▶ Produced a *Journalist Resource Manual* and distributed it to 400 U.S.-based media.
- ▶ Participated in the Development Journalists Initiative along with UNFPA, IPPF, FHI, PCS, and PCC.
- ▶ Provided partial funding and technical support for the two-video program, *The Cosmic Joke*, produced by June Goodfield of International Health and Biomedicine, LTD.
- ▶ *Women's Edition*. Based on PRB's successful *Global Edition* Project, the Agreement is creating a network of 8 editors of women's magazines that will simultaneously publish a supplement on women's reproductive health issues. Editors are currently being identified and PRB will collaborate with IPPF in London to hold a seminar for them in June 1993.

IV. OTHER COOPERATIVE AGREEMENT ACTIVITIES

Ad hoc requests: approximately 25 per year ranging from paying for the development of slides produced by R&D/POP staff, to the production of the *User's Guide to the Office of Population*, to preparing special leaflets or posters for LDC conferences. Since October 1990, 64 *ad hoc* requests have been carried out.

Internships: The Agreement supports two interns each year, one at A.I.D. and one in PRB's offices.

ATTACHMENT 3

STANDARD PROVISIONS

Note: Only those Standard Provisions indicated in Section 1L. of this Cooperative Agreement apply to this Cooperative Agreement. Full text is attached.

LIST OF APPROVED AUTOMATION EQUIPMENT

YEAR 1

<u>Quantity</u>	<u>Description</u>
4	386 Computer Systems for PRB Staff
1	386 Computer System for overseas
1	Desktop Publishing system
1	Maintenance and upgrade of above systems
2	Printers
1	Internal Network System and Installation
1	Software (Upgrades and New)

YEAR 2

<u>Quantity</u>	<u>Description</u>
4	386 Computer Systems for PRB Staff
1	386 Computer System for overseas
2	Desktop Publishing system
1	Maintenance and upgrade of above systems
3	Printers
1	Software (Upgrades and New)

YEAR 3

<u>Quantity</u>	<u>Description</u>
4	386 Computer Systems for PRB Staff
1	386 Computer System for overseas
2	Desktop Publishing system
1	Maintenance and upgrade of above systems
3	Printers
1	Software (Upgrades and New)

YEAR 4

<u>Quantity</u>	<u>Description</u>
4	386 Computer Systems for PRB Staff
1	386 Computer System for overseas
2	Desktop Publishing system
1	Maintenance and upgrade of above systems
3	Printers
1	Software (Upgrades and New)

ATTACHMENT 3

STANDARD PROVISIONS

Note: Only those Standard Provisions indicated in Section 1L. of this Cooperative Agreement apply to this Cooperative Agreement. Full text is attached.

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APPENDIX 4C

MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEE¹INDEX OF
MANDATORY STANDARD PROVISIONS

- | | |
|-----------------------------------|---|
| 1. Allowable Costs | 8. Debarment, Suspension, and other
Responsibility Matters |
| 2. Accounting, Audit, and Records | 9. Nondiscrimination |
| 3. Refunds | 10. U.S. Officials Not to Benefit |
| 4. Revision of Grant Budget | 11. Nonliability |
| 5. Termination and Suspension | 12. Amendment |
| 6. Disputes | 13. Notices |
| 7. Ineligible Countries | 14. Metric System of Measurement |

* 1. ALLOWABLE COSTS (NOVEMBER 1985)

The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the grant officer to be reasonable, allocable, and allowable in accordance with the terms of this grant, any negotiated advance understanding on particular cost items, and the applicable* cost principles in effect on the date of this grant.

* NOTE: For Educational Institutions use OMB Circular A-21; for all other non-profits use OMB Circular A-122; and for profit making firms use FAR 31.2. and AIDAR 731.2.

2. ACCOUNTING, AUDIT, AND RECORDS (AUGUST 1992)

(a) 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's financial management system shall provide for the following:

(1) Accurate, current, and complete disclosure for each AID-sponsored project or program in accordance with the reporting requirements of this grant. While AID requires reporting on an accrual basis, the grantee shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

¹When these Standard Provisions are used for cooperative agreements, the following terms apply: "Grantee" means "Recipient," "Grant" means "Cooperative Agreement," and "AID Grant Officer" means "AID Agreement Officer."

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(2) Records that identify adequately the source and application of funds for AID-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

(3) Effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.

(4) Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit-cost data whenever appropriate.

(5) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the recipient, whenever funds are advanced by the Federal Government.

(6) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant.

(7) Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (i) the amount and disposition by the grantee of the proceeds of such assistance, (ii) the total cost of the project or undertaking in connection with which such assistance is given or used, (iii) the amount of that portion of the cost of the project or undertaking supplied by other sources, and (iv) such other records as will facilitate an effective audit.

* (8) A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

(b) The grantee shall require subrecipients to adopt the standards in paragraph (a) above except that portion of subparagraph (a)(1) that would require specific financial reporting forms and frequencies in accordance with the payment provisions of this grant.

(c) If the grantee is a nonprofit institution, it shall conduct audits in accordance with the requirements of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" and shall ensure that nonprofit subrecipients conduct audits and submit them to the grantee in accordance with the Circular.

(d) The grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives:

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* (1) until the expiration of three years from the date of termination of the grant;

(2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. AID follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit; and

(3) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(e) The grantee shall insert paragraph (d) above in all subagreements.

3. REFUNDS (SEPTEMBER 1990)

(a) The grantee shall remit to AID all interest earned on funds provided by AID at least quarterly, except that interest amounts up to \$100 per year may be retained by the grantee for administrative expense. *

(b) Funds obligated by AID but not disbursed to the grantee at the time the grant expires or is terminated shall revert to AID, 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 and not encumbered by a legally binding transaction applicable to this grant at the time of expiration or termination of the grant shall be refunded to AID.

(c) AID reserves the right to require refund by the grantee of any amount which AID determines to have been expended for purposes not in accordance with the terms and conditions of this grant, including but not limited to costs which are not allowable in accordance with the applicable Federal cost principles or other terms and conditions of this grant. In the event that a final audit has not been performed prior to the closeout of this grant, AID retains the refund right until all claims which may result from the final audit have been resolved between AID and the grantee.

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4. REVISION OF GRANT BUDGET (NOVEMBER 1985)

(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 the following reasons:

(1) Changes in the scope or the objectives of the program and/or revisions in the funding allocated among program objectives.

(2) The need for additional funding.

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

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

(5) The grantee intends to contract or subgrant any of the substantive programmatic work under this grant, and such contracts or subgrants were not included in the approved grant budget.

(6) The grantee plans to incur an expenditure which would require advance approval in accordance with the applicable Federal cost principles and was not included in the approved grant budget.

(7) The grantee plans to transfer funds allotted for training allowances to other categories of expense.

(c) When requesting approval for budget revisions, the grantee shall use the budget formats 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.

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(e) If the requested budget revision requires the obligation of additional funding, and if after notification pursuant to this standard provision, AID determines not to provide additional funds, the AID grant officer will, upon written request of the grantee, terminate this grant pursuant to the standard provision of this grant, entitled "Termination and Suspension."

(f) Except as required by other provisions of this grant specifically 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. The grantee shall not be obligated to continue performance under the grant (including actions under the "Termination and Suspension" 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 the new obligated grant total amount.

5. TERMINATION AND SUSPENSION (AUGUST 1992)

* (a) For Cause. The grant officer may terminate this grant for cause at any time, in whole or in part, upon written notice to the grantee, whenever it is determined that the grantee has failed to comply with the terms and 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) Suspension or Termination for Changed Circumstances. If at any time AID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then AID may, following notice to the grantee, suspend or terminate this grant in whole or in part and prohibit the grantee from incurring additional obligations chargeable to this grant other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then AID may terminate this grant on written notice to the grantee and cancel that portion of this grant which has not been disbursed or irrevocably committed to third parties. *

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(d) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the grantee shall 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. The grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended AID funds 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 the effective date of the termination of this grant be insufficient to cover the grantee's obligations in the 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. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the applicable cost principles.

6. DISPUTES (AUGUST 1992)

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

(b) Decisions of the AID grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeals the decision to AID's Deputy Associate Administrator for Finance and Administration. Any appeal made under this provision shall be in writing and addressed to the Deputy Associate Administrator for Finance and Administration, Agency for International Development, Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the grant officer.

(c) In order to facilitate review on the record by the Deputy Associate Administrator for Finance and Administration, the grantee shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Deputy Associate Administrator for Finance and Administration shall be final. *

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the AID grant officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

* REVISED

BEST AVAILABLE DOCUMENT

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* 8. DEBARMENT, SUSPENSION, AND RELATED MATTERS (AUGUST 1992)

(a) As a condition of receiving this grant, the grantee has submitted the certifications required by AID Regulation 8 (22 CFR Part 208) both for itself and any prospective lower tier participants identified up to the date of award of the grant. The grantee also agrees to secure required certifications from lower tier participants identified after the date of the award, to notify AID in the event of changed circumstances affecting the validity of its certifications, to require lower tier participants to notify the grantee in the event of changed circumstances affecting the validity of their certifications, and to otherwise comply with AID Regulation 8 in all respects.

(b) In addition to the above, the grantee agrees that, unless authorized by the grant officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity included on the "Lists of Parties excluded from Federal Procurement or Nonprocurement Programs." The grantee further agrees to include the following provision in any subagreements or contracts entered into under this grant:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (MARCH 1989)

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

9. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this grant on the basis of race, color, national origin, age, handicap, or sex.

10. U.S. OFFICIALS NOT TO BENEFIT (NOVEMBER 1985)

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.

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11. NONLIABILITY (NOVEMBER 1985)

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

12. AMENDMENT (NOVEMBER 1985)

The grant may be amended 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.

13. NOTICES (NOVEMBER 1985)

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

To the AID 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.

* 14. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the grant officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

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(END OF MANDATORY STANDARD PROVISIONS)

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OPTIONAL STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with Paragraph 1E of Chapter 1 of Handbook 13. Each grant is required to have a payment provision. Check off the optional standard provisions which are included in the grant. Only those standard provisions which have been checked off are included physically within this grant.

	<u>Page No.</u>	
* 1. OMB Approval Under the Paperwork Reduction Act	4C-10	X
2. Payment - Letter of Credit	4C-11	X
3. Payment - Periodic Advance	4C-13	_____
4. Payment - Cost Reimbursement	4C-15	_____
5. Air Travel and Transportation	4C-16	X
6. Ocean Shipment of Goods	4C-20	X
7. Procurement of Goods and Services	4C-21	X
8. AID Eligibility Rules for Goods and Services	4C-27	X
9. Subagreements	4C-31	X
10. Local Cost Financing	4C-33	X
11. Patent Rights	4C-35	X
12. Publications	4C-42	X
13. Negotiated Indirect Cost Rates - Predetermined	4C-43	_____
14. Negotiated Indirect Cost Rates - Provisional (Nonprofits)	4C-44	X
15. Negotiated Indirect Cost Rates - Provisional (For-profits)	4C-46	_____
16. Regulations Governing Employees	4C-47	X
17. Participant Training	4C-48	_____
18. Voluntary Population Planning	4C-49	X Para (d) Dele
19. Protection of the Individual as a Research Subject	4C-56	_____
20. Care of Laboratory Animals	4C-57	_____
21. Title to and Use of Property (Grantee Title)	4C-58	X
22. Title to and Care of Property (U.S. Government Title)	4C-63	_____
23. Title to and Care of Property (Cooperating Country Title)	4C-67	_____
24. Cost Sharing (Matching)	4C-71	_____
25. Use of Pouch Facilities	4C-75	X
26. Conversion of United States Dollars to Local Currency	4C-77	X
27. Public Notice	4C-78	X
28. Rights in Data	4C-79	X

(INCLUDE THIS PAGE IN THE GRANT)

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* 1. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (AUGUST 1992)

(This provision is applicable whenever any of the nine provisions below containing an information collection requirement is included in the grant.)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 7/31/94. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

<u>Standard Provision</u>	<u>Burden Estimate</u>
5 Air Travel and Transportation	1 (hour)
6 Ocean Shipment of Goods	.5
7 Procurement of Goods and Services	1
11 Patent Rights	.5
12 Publications	.5
13/14 Negotiated Indirect Cost Rates - Predetermined and Provisional	1
18 Voluntary Population Planning	.5
19 Protection of the Individual as a Research Subject	1
21 Title to and Use of Property (Grantee Title)	1.5

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Procurement Policy and Evaluation Staff (FA/PPE), Agency for International Development, Washington, DC 20523-1435 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

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2. PAYMENT - LETTER OF CREDIT (AUGUST 1992)

* (This provision is applicable only when the following conditions are met: (i) the total advances under all the grantee's cost-reimbursement contracts and assistance instruments with AID equal or exceed \$50,000 per annum, (ii) AID has, or expects to have, a continuing relationship with the grantee for at least one year; (iii) the grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof; (iv) the grantee's financial management system meets the standards for fund control and accountability required under the standard provision of this grant, entitled "Accounting, Audit, and Records" and, either (v) the foreign currency portion of the total advance under this grant is less than 50% or (vi) the foreign currency portion of the total advance under this grant is more than 50% but more than one foreign currency country is involved.)

(a) Payment under this grant shall be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by AID's Office of Financial Management, Cash Management and Payment Division (FA/FM/CMP).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by FA/FM/CMP constitute payment conditions of this grant, superseding and taking precedence over any other provision of this grant concerning payment.

(c) Reporting:

(1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of the period, in an original and two copies to AID/FA/FM/CMP, Washington, D.C. 20523-0209. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant to FA/FM/CMP. In cases where grants are Mission funded, the Grantee will forward an information copy to the AID Mission accounting station at the same time the original is mailed to FA/FM/CMP, AID/Washington.

(2) The grantee shall submit an original and one copy of SF-272, "Federal Cash Transactions Report," within 15 working days following the end of each quarter to FA/FM/CMP. Grantees receiving advances totaling more than \$1 million per year shall submit the SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report all cash advances in the remarks section of SF-272. Those cash advances in excess of immediate disbursement requirements in the hands of subrecipients or the grantee's field organizations shall be supported by short narrative explanations of actions taken by the grantee to reduce the excess balances. Interest earned shall be reported in Section 13a of the report and shall be paid to AID on a quarterly basis, unless under \$100.00 per annum.

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* (d) If during the term of the grant, FA/FM/CMP believes that the LOC should be revoked, FA/FM/CMP may, after consultation with the Grant Officer and GC, revoke the LOC by written notification to the grantee. FA/FM/CMP shall provide the grant officer a copy of the revocation notice and recommendation for an alternative method of payment (periodic advance or cost reimbursement) based upon the reasons for the revocation. The grant officer shall immediately amend this agreement to provide for an appropriate alternative method of payment.

(e) Notwithstanding the foregoing, the letter of credit shall be revoked one year after the completion date of the latest grant.

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(END OF STANDARD PROVISION)

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5. AIR TRAVEL AND TRANSPORTATION (AUGUST 1992)

(This provision is applicable when any costs for air travel or transportation are included in the budget.)

* (a) The grantee is required to notify the project officer of the proposed itinerary for each planned international trip financed by this grant, by providing the name of the traveller, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but at least three weeks before travel is planned to commence. International travel, as provided for in the grant, is authorized unless otherwise disapproved by the project officer in writing prior to the commencement of travel. At least one week prior to departure, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer of planned travel, identifying the travellers and dates and times of arrival. *

(b) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, AID will, after receipt of advice of intent to travel required above, either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(c) All air travel and shipments under this grant are required to be made on U.S. flag air carriers to the extent service by such carriers is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the United States and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier otherwise available cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) U.S. flag air carrier service is considered available even though:

(1) Comparable or a different kind of service can be provided at less cost by a foreign air carrier;

(2) Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

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(3) Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

(f) Except as provided in paragraph b. of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the United States being performed by foreign air carrier:

(1) U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;

(2) Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or

(3) Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.

(g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks enroute to the U.S. or at which the traveler first debarks incident to travel from the U.S.), passenger service by U.S. flag air carrier will not be considered available:

(1) Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier:

(2) Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the U.S. would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the U.S. the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:

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(1) If travel by foreign air carrier would eliminate two or more aircraft changes enroute;

(2) Where one of the two points abroad is the gateway airport (as defined in paragraph (g) of this section) enroute to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

(3) Where the travel is not part of a trip to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.

(l) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.

(k) Where U.S. Government funds are used to reimburse the grantee's use of other than U.S. flag air 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 above).

(1) International Travel

(1) As used herein, the term "international travel" means travel to all countries other than those within the home country of the traveler.

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(2) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance is the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the grant officer.

(m) This provision will be included in all subgrants and contracts which require air travel and transportation under this grant.

(END OF STANDARD PROVISION)

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6. OCEAN SHIPMENT OF GOODS (AUGUST 1992)

* (This provision is applicable when goods purchased with funds provided under this grant are transported to cooperating countries on ocean vessels whether or not grant funds are used for the transportation.)

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

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean 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 determination of non-availability from the AID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

(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 U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, D.C. 20590, 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., PVOs) shall be governed by this standard provision and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).

(f) Shipments financed under this grant must meet applicable eligibility requirements set out in Handbook 1, Supplement B, Chapter 7.

(g) This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.

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(END OF STANDARD PROVISION)

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7. PROCUREMENT OF GOODS AND SERVICES (NOVEMBER 1985)

(This provision is applicable when goods or services are procured under the grant.)

The grantee may use its own procurement policies and practices for the procurement of goods and services under this grant, provided they conform to all of AID's requirements listed below and the standard provision entitled "AID Eligibility Rules for Goods and Services."

(a) General Requirements:

(1) The grantee shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using AID funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which AID funds are used, where, to that individual's knowledge, the individual or the individual's immediate family, partners, or organization in which the individual or the individual's immediate family or partners has a financial interest or with whom that individual is negotiating or has any arrangement concerning prospective employment. The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the grantees' officers, employees or agents.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The grantee should be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the bidder/offeror whose bid/offer is responsive/responsible to the solicitation and is most advantageous to the grantee, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order to be evaluated by the grantee. Any and all bids/offers may be rejected when it is in the grantee's interest to do so.

(3) All grantees shall establish procurement procedures that provide for, at a minimum, the following procedural requirements:

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(i) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical practical procurement.

(ii) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand-name or equal" descriptions may be used as a means to define the performance of other salient requirements of a procurement and when so used the specific features of the named brand which must be met by bidders/offerors shall be clearly specified.

(iii) Positive efforts shall be made by the grantee to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing AID funds. 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 the maximum extent possible provide the following information to the Office of Small 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:

(A) Brief general description and quantity of goods or services;

(B) Closing date for receiving quotations, proposals, or bids; and

(C) Address where solicitations or specifications can be obtained.

(iv) The type of procuring instruments used, e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the grantee but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

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(v) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

(vi) All proposed sole source contracts or where only one bid or proposal is received in which the aggregate expenditure is expected to exceed \$5,000 shall be subject to prior approval by an appropriate official within the grantee's organization.

(vii) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

(viii) Procurement records and files for purchases in excess of \$10,000 shall include the following:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained;

(C) Basis for award cost or price.

(ix) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions and specifications of the contract, and to ensure adequate and timely followup of all purchases.

(b) Each contract shall contain, in addition to provisions to define a sound and complete contract, the following contract provisions, if applicable, as well as any provision within this grant which requires such inclusion of that provision. Whenever a provision is required to be inserted in a contract under this grant, the grantee shall insert a statement in the contract that in all instances where the U.S. Government or AID is mentioned the grantee's name shall be substituted.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach contract terms, and provide for such remedial actions as may be appropriate.

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(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) In all contracts for construction or facility improvement awarded for more than \$100,000, grantees shall observe generally accepted bonding requirements.

(4) All contracts awarded by the grantee or subgrantee to be performed in the United States having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

(5) All contracts and subgrants in excess of \$2,000 for construction or repair to be performed in the United States awarded by the grantee or subgrantee shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that individual is otherwise entitled. The grantee shall report all suspected or reported violations to AID.

(6) When required by the Federal program legislation, all construction contracts to be performed in the United States awarded by the grantee or subgrantee of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to AID.

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(7) Where applicable, all contracts awarded by the grantee or subgrantees in excess of \$2,000 for construction contracts to be performed in the United States and its territories and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to the worker's health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies of materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(8) Contracts, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

(9) All negotiated contracts over \$10,000 awarded by the grantee shall include a provision to the effect that the grantee, AID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(10) Contracts in excess of \$100,000 to be performed in the United States shall contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.) as amended. * Violations shall be reported to AID and the Regional Office of the Environmental Protection Agency. *

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(11) Contracts which require performance outside the United States shall contain a provision requiring Workmen's Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. The grantee should refer questions on this subject to the AID grant officer.

(END OF STANDARD PROVISION)

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8. AID ELIGIBILITY RULES FOR GOODS AND SERVICES (AUGUST 1992)

(This provision is applicable when goods or services are procured under the grant.)

(a) Ineligible and Restricted Goods and Services: If AID determines that the grantee has procured any of the restricted or ineligible goods and services specified below, or has procured goods and services from unauthorized sources, and has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to AID the entire amount of the reimbursement. AID's policy on ineligible and restricted goods and services is contained in Chapter 4 of AID Handbook 1, Supplement B, entitled "Procurement Policies".

(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.

* (2) Ineligible Suppliers. Funds provided under this grant shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." AID will provide the grantee with a copy of these lists upon request. *

3. 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,
- (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.

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* (b) Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the grant is over \$250,000, and the other applies when the total procurement element during the life of the grant is not over \$250,000, or the grant is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the grant officer. AID policies and definitions on source (including origin and componentry) and nationality are contained in Chapter 5 of AID Handbook 1, Supplement B, entitled "Procurement Policies."

(1) For DFA funded grants or when the total procurement element during the life of this grant is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the grant is AID Geographic Code 935, "Special Free World," and such goods and services must meet the source (including origin and componentry) and nationality requirements set forth in Handbook 1, Supp. B, Chapter 5 in accordance with the following order of preference:

- (A) The United States (AID Geographic Code 000),
- (B) The Cooperating Country,
- (C) "Selected Free World" countries (AID Geographic Code 941), and
- (D) "Special Free World" countries (AID Geographic Code 935).

(ii) Application of order of preference: When the grantee procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the grantee 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:

(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

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* (C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources, or

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

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the grant officer, all goods and services financed with U.S. dollars, which will be reimbursed under this grant must meet the source (including origin and componentry) and nationality requirements set forth in Handbook 1, Supp B, Chapter 5 for the authorized geographic code specified in the schedule of this grant. If none is specified, the authorized source is Code 000, the United States. y

(c) Marine Insurance: The eligibility of marine insurance is determined by the country in which it is placed. Insurance is placed in a country if payment of the insurance premium is made to, and the insurance policy is issued by an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the Cooperating Country is also eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to AID-financed procurement against any marine insurance company authorized to do business in the U. S., then any AID-financed commodity shipped to that country shall be insured against marine risk and the insurance shall be placed in the U. S. with a company or companies authorized to do marine insurance business in the U. S.

(d) Ocean and air transportation shall be in accordance with the applicable provisions contained within this grant.

(e) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by AID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

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- (1) The United States (AID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (AID Geographic Code 941), and
- (4) "Special Free World" countries (AID Geographic Code 899).

(f) Special Restrictions on the Procurement of Construction or Engineering Services: Section 604(g) of the Foreign Assistance Act provides that AID funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under Geographic Code 941, which have attained a competitive capability in international markets for construction services or engineering services." In order to insure eligibility of a Code 941 contractor for construction or engineering services, the grantee shall obtain the grant officer's prior approval for any such contract.

- * (g) This provision will be included in all subagreements which include procurement of goods or services over \$5,000. *

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9. SUBAGREEMENTS (AUGUST 1992)

(This provision is applicable when subgrants or cooperative agreements are financed under the grant.)

* (a) Funds provided under this grant shall not be used to support any subrecipient whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." AID will provide the grantee with a copy of these lists upon request.

(b) All subagreements shall as a minimum contain, in addition to provisions to define a sound and complete agreement, the following provisions as well as any that are specifically required by any other provision in this grant. Whenever a provision within this grant is required to be inserted in a subagreement, the grantee shall insert a statement in the subagreement that in all instances where the U.S. Government is mentioned, the grantee's name will be substituted.

(1) Subagreements in excess of \$10,000 shall contain provisions or conditions that will allow for administrative or legal remedies in instances where subrecipients violate subagreement terms and provide for such remedial action as may be appropriate.

(2) All subagreements in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which termination will be effected and the basis for settlement. In addition, such subagreements shall describe conditions under which the subagreement may be terminated for default as well as conditions where the subagreement may be terminated because of circumstances beyond the control of the subrecipient.

(3) Subagreements, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or subagreements in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the subagreement are subject to the regulations contained in the provisions of this grant. The subrecipient shall be advised as to the source of additional information regarding these matters.

(4) A grantee that receives an AID grant and provides \$25,000 or more of it during its fiscal year to a sub-recipient shall follow the guidelines of OMB Circular A-133. The grantee shall ensure that: *

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* (i) the nonprofit institution sub-recipients that receive \$25,000 or more have met the audit requirements of OMB Circular A-133, and that sub-recipients subject to OMB Circular A-128 have met the audit requirements of that Circular;

(ii) appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of noncompliance with Federal laws and regulations;

(iii) they consider whether sub-recipient audits necessitate adjustment of the grantee's own records; and

(iv) each sub-recipient is required to permit independent auditors to have access to the records and financial statements as necessary for the grantee to comply with OMB Circular A-133.

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(END OF STANDARD PROVISION)

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* 10. LOCAL COST FINANCING (AUGUST 1992)

This provision is applicable when the total estimated procurement element for the life of the grant is valued over \$250,000 and the grant is not funded under DFA.

(a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) All locally financed procurements must be covered by source and nationality waivers as set forth in AID Handbook 1, Supplement B, Chapter 5 with the following exceptions:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

(c) All procurements under grants financed with DFA funds and grants with procurement elements of \$250,000 or less are subject to the guidance provided under standard provision "AID Eligibility Rules for Goods and Services."

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(d) 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 modification equipment.

* (e) Ineligible Suppliers: Funds provided under this grant shall not be used to procure any goods or services furnished by any firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." AID will provide the grantee with these lists upon request.

(f) 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.

(g) If AID determines that the grantee has procured any of the restricted or ineligible goods and services specified in subparagraphs c. through e. above, or has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to AID the entire amount of the reimbursement.

(h) This provision will be included in all subagreements where local procurement of goods or services will be required. *

(END OF STANDARD PROVISION)

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11. PATENT RIGHTS (AUGUST 1992)

(This provision is applicable whenever patentable processes or practices are financed by the grant.)

(a) Definitions.

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) Subject invention means any invention of the grantee conceived or first actually reduced to practice in the performance of work under this agreement.

(3) Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small business firm means a domestic small business concern as defined at Section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, shall be used.

(6) Nonprofit organization means a domestic university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any domestic nonprofit scientific or any educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights: The grantee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the grantee retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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* (c) Invention Disclosure, Election of Title, and Filing of Patent Applications by Grantee:

(1) The grantee shall disclose each subject invention to AID within two months after the inventor discloses it in writing to grantee personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the grant under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID the grantee shall promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the grantee.

(2) The grantee shall elect in writing whether or not to retain title to any such invention by notifying AID within two years of disclosure to AID. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by AID to a date that is no more than 60 days prior to the end of the statutory period.

(3) The grantee shall file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The grantee shall file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID, be granted.

(d) Conditions When the Government May Obtain Title:

The grantee shall convey to AID upon written request, title to any subject invention: *

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(1) If the grantee fails to disclose or elect the subject invention within the times specified in (c) above, or elects not to retain title. AID may only request title within sixty days after learning of the grantee's failure to report or elect within the specified times.

(2) In those countries in which the grantee fails to file patent applications within the times specified in (c) above; provided, however, that if the grantee has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of AID the grantee shall continue to retain title in that country.

(3) In any country in which the grantee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

(e) Minimum Rights to Grantee:

(1) The grantee shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the grantee fails to disclose the subject invention within the times specified in (c) above. The grantee's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the grantee is a party and includes the right to grant sublicenses of the same scope to the extent the grantee was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of AID except when transferred to the successor of that part of the grantee's business to which the invention pertains.

(2) The grantee's domestic license may be revoked or modified by AID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 4 and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the grantee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of AID to the extent the grantee, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

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* (3) Before revocation or modification of the license, AID will furnish the grantee written notice of its intention to revoke or modify the license, and the grantee shall be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the grantee) after the notice to show cause why the license should not be revoked or modified. The grantee has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Grantee Action to Protect the Government's Interest:

(1) The grantee agrees to execute or to have executed and promptly deliver to AID all instruments necessary to (a) establish or conform the rights the Government has throughout the world in those subject inventions to which the grantee elects to retain title, and (b) convey title to AID when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The grantee agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under agreement in order that the grantee can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1) above. The grantee shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The grantee shall notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The grantee agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the grant awarded by AID). The Government has certain rights in this invention." *

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* (g) Subagreements and Contracts: The grantee shall include this standard provision suitably modified to identify the parties, in all subagreements and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient or contractor shall retain all rights provided for the grantee in this standard provision, and the grantee shall not, as part of the consideration for awarding the contract or subagreement, obtain rights in the contractor's or subrecipient's subject inventions.

(h) Reporting Utilization of Subject Inventions:

The grantee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as AID may reasonably specify. The grantee also agrees to provide additional reports as may be requested by AID in connection with any march-in proceedings undertaken by AID in accordance with paragraph (j) of this provision. As required by 35 USC 202(c)(5), AID agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States Industry:

Notwithstanding any other provision of this clause, the grantee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the grantee or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights: The grantee agrees that with respect to any subject invention in which it has acquired title, AID has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental agency regulations, to require the grantee, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the grantee, assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that: *

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* (1) Such action is necessary because the grantee or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the grantee, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the grantee, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (1) of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Grants with Nonprofit Organizations:
If the grantee is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of AID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided that such assignee shall be subject to the same provisions as the grantee.

(2) The grantee shall share royalties collected on a subject invention with the inventor including Federal employee coinventors, when AID deems it appropriate when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the grantee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education.

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and it will give preference to a small business firm when licensing a subject invention if the grantee determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the grantee is also satisfied that the small business firm has the capability and resources

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* to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the grantee. However, the grantee agrees that the Secretary of Commerce may review the grantee's licensing program and decisions regarding small business applicants, and the grantee shall negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the grantee could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4). *

(1) Communications: Communications concerning this provision shall be addressed to the grant officer at the address shown in this grant.

(END OF STANDARD PROVISION)

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12. PUBLICATIONS (AUGUST 1992)

(This provision is applicable when publications are financed under the grant.)

- * (a) AID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this grant, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of AID. Acknowledgements should identify the sponsoring AID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Grant No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the grantee is instructed otherwise by the cognizant technical office, publications, videos or other information/media products funded under this grant and intended for general readership or other general use will be marked with the AID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) The grantee shall provide the AID project officer and POL/CDIE, Room 215, SA-18, Washington, DC 20523-1802, with one copy each of all published works developed under the grant and with lists of other written work produced under the grant. *

(d) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the grant unless the schedule of the grant has identified the profits or royalties as program income.

(e) 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 AID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

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14. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (AUGUST 1992)

* (This provision is applicable to any EDUCATIONAL OR NONPROFIT INSTITUTION which does not have predetermined indirect cost rate(s); however, it shall also be included when the NEGOTIATED INDIRECT COST RATES - PREDETERMINED standard provision is used.)

(a) A provisional indirect cost rate(s) shall be established for each of the grantee's accounting periods during the term of this grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the periods shown in the schedule of this grant.

(b) Not later than 13 months after the close of the grantee's fiscal year, the grantee shall submit to the cognizant Government Audit Activity, in accordance with the requirements of OMB Circular A-133, an audit report along with proposed final indirect cost rate(s) and supporting cost data. In the event AID is the cognizant agency or no cognizant agency has been designated, the grantee shall submit seven copies of the OMB Circular A-133 audit along with the proposed final indirect cost rate(s) and supporting cost data to the AID Inspector General, Washington, DC 20523, and a copy to the Overhead and Special Costs - Contract Closeout Branch, Office of Procurement, Washington, DC 20523. The proposed rate(s) shall be based on the grantee's actual cost experience during that fiscal year. Negotiations of final indirect cost rate(s) shall begin as soon as practical after receipt of the grantee's proposal. *

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles in effect on the date of this grant.

(d) The results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. Such agreement shall specify (1) the agreed upon final rate(s), (2) the base(s) to which the rate(s) apply, and (3) the period for which the rate(s) apply. The indirect cost rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.

(e) Pending establishment of final indirect cost rate(s) for any period, the grantee shall be reimbursed either at negotiated provisional rate(s) as provided above or at billing rate(s) acceptable to the grant officer, subject to appropriate adjustment when the final rate(s) for that period are established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rate(s) provided in this standard provision shall be set forth in a modification to this grant.

* REVISED

... to agree on final rate(s) under this
standard provision shall be considered a dispute within the meaning of
the standard provision of this grant entitled "Dispute" and shall be
disposed of in accordance therewith.

(END OF STANDARD PROVISION)

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16. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the grantee's employees who are not citizens of the cooperating country.)

(a) The grantee's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

* (b) The sale of personal property or automobiles by grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations. *

(c) Other than work to be performed under this grant for which an employee is assigned by the grantee, no employee of the grantee shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

(d) The grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any grantee employee is not in accordance with the preceding paragraphs, the grantee's chief of party shall consult with the AID Mission Director and the employee involved and shall recommend to the grantee a course of action with regard to such employee.

(f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

(END OF STANDARD PROVISION)

* REVISED

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* 17. PARTICIPANT TRAINING (AUGUST 1992)

(This provision is applicable when any participant training is financed under the grant.)

(a) Definition: A participant is any non-U.S. individual being trained under this grant outside of that individual's home country.

(b) Application of Handbook 10: Participant training under this grant shall comply with the policies established in AID Handbook 10, Participant Training, except to the extent that specific exceptions to Handbook 10 have been provided in this grant with the concurrence of the Office of International Training. (Handbook 10 may be obtained by submitting a request to the Office of International Training (R&D/OIT), Agency for International Development, Washington, D.C. 20523.)

(c) Orientation: In addition to the mandatory requirements in Handbook 10, grantees are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation (see Chapter 13 of Handbook 10) and orientation in Washington at the Washington International Center (see Chapter 18D of Handbook 10). The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the grant officer, who will transmit the request to NCIV through R&D/OIT.

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(END OF STANDARD PROVISION)

* REVISED

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18. VOLUNTARY POPULATION PLANNING (AUGUST 1986)

(This provision is applicable to all grants involving any aspect of voluntary population planning activities.)

(a) Voluntary Participation:

(1) The grantee agrees to take any steps necessary to ensure that funds made available under this grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Voluntary Participation Requirements For Sterilization Programs:

(1) None of the funds made available under this grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization.

(2) The grantee shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this grant are performed only after the individual has voluntarily gone to the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

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(3) Further, the grantee shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

(4) Copies of informed consent forms and certification documents for each voluntary sterilization procedure must be retained by the grantee for a period of three years after performance of the sterilization procedure.

(c) Prohibition on Abortion-Related Activities:

(1) No funds made available under this grant will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.

(2) No funds made available under this grant will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

~~(d) Ineligibility of Foreign Nongovernmental Organizations That Perform or Actively Promote Abortion As A Method of Family Planning:~~

~~(1) The grantee agrees that it will not furnish assistance for family planning under this grant to any foreign nongovernmental organization which performs or actively promotes abortion as a method of family planning in AID-recipient countries or which provides financial support to any other foreign nongovernmental organization that conducts such activities. For purposes of this paragraph d., a foreign nongovernmental organization is a nongovernmental organization which is not organized under the laws of any State of the United States, the District of Columbia or the Commonwealth of Puerto Rico.~~

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21. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE) (NOVEMBER 1985)

(This provision is applicable when the Government vests title to property 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 agreement, subagreement, 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 paragraphs (c), (d), (e), and (f) below.

(c) Real Property:

(1) Real property means land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

(2) Use of Real Property:

(i) The grantee shall use the real property for the authorized purpose of the project, as long as it is needed.

(ii) The grantee shall obtain approval from AID for the use of real property in other projects when the grantee determines that the property is no longer needed for the purpose of the original program. Use in other programs shall be limited to those under other federally sponsored programs (i.e., grants or other agreements) that have purposes consistent with those authorized for support by AID

(3) Disposition of Real Property: When the real property is no longer needed as provided in (2) above, the grantee shall request disposition instructions from AID or its successor Federal sponsoring agency. AID or the successor Federal sponsoring agency shall observe the following rules in the disposition instructions:

(i) The grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original program to the fair market value of the property.

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(ii) The grantee may be directed to sell the property under guidelines provided by the Federal sponsoring agency and pay the Federal Government an amount computed by applying the Federal percentage of participation in the cost of the original program to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

(iii) The grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the grantee shall be entitled to compensation computed by applying the grantee's percentage of participation in the cost of the program to the current fair market value of the property.

(d) Nonexpendable Property:

(1) Nonexpendable personal property means tangible personal property having a useful life of more than two years and an acquisition cost of \$500 or more per unit.

(2) Use of Nonexpendable Personal Property:

(i) The grantee shall use the property in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds. When no longer needed for the original program, the grantee shall use the property in connection with its other federally sponsored activities in the following order of priority:

(A) Activities sponsored by AID

(B) Activities sponsored by other Federal agencies.

(ii) Shared use - During the time that nonexempt nonexpendable personal property is held for use on the program for which it was acquired the grantee shall make it available for use on other programs if such other use will not interfere with the work on the program for which the property was originally acquired. First preference for such other use shall be given to other programs sponsored by AID; second preference shall be given to programs sponsored by other Federal agencies. User charges should be considered if appropriate.

(3) Disposition Of Nonexpendable Personal Property - With A Unit Acquisition Cost Of Less Than \$1,000: The grantee may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

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(4) Disposition Of Nonexpendable Personal Property With A Unit Acquisition Cost Of \$1,000 Or More:

(1) The grantee agrees 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.

(11) The grantee may retain the property for other uses provided that compensation is made to AID or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original program to the current fair market value of the property. If the grantee has no need for the property and the property has further use value, the grantee shall request disposition instructions from AID

(111) AID shall determine whether the property can be used to meet AID requirements. If no requirement exists within AID the availability of the property shall be reported to the General Services Administration by AID to determine whether a requirement for the property exists in other Federal agencies. AID shall issue instructions to the grantee no later than 120 days after the grantee's request and the following procedures shall govern:

(A) If so instructed or if disposition instructions are not issued within 120 calendar days after the grantee's request, the grantee shall sell the property and reimburse AID an amount computed by applying to the sales proceeds that percentage of Federal participation in the cost of the original program. However, the grantee shall be permitted to deduct and retain from the Federal share \$100 or ten percent of the proceeds, whichever is greater, for the grantee's selling and handling expenses.

(B) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the cost of the original grant program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.

(C) If the grantee is instructed to otherwise dispose of the property, the grantee shall be reimbursed by AID for such costs incurred in its disposition.

(e) Expendable Personal Property:

(1) Expendable personal property means all tangible personal property other than nonexpendable property.

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(2) The grantee shall use the expendable personal property for the authorized purpose of the grant program, as long as it is needed.

(3) If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the grant and the property is not needed for any other federally sponsored program, the grantee shall retain the property for use on nonfederally sponsored activities, or sell it, but must in either case, compensate the Federal Government for its share. The amount of compensation shall be computed in the same manner as nonexpendable personal property.

(f) The grantee's property management standards for nonexpendable personal property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and shall include:

(i) A description of the property.

(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

(iii) Source of the property, including grant or other agreement number.

(iv) Whether title vests in the grantee or the Federal Government.

(v) Acquisition date and cost.

(vi) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired.

(vii) Location, use, and condition of the property and the date the information was reported.

(viii) Unit acquisition cost.

(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where the grantee compensates AID for its share.

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(2) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The grantee shall in connection with the inventory, verify the existence, current utilization, and continued need for the property. The inventory listing shall be retained as documentation in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records."

(3) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

(4) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(5) Where the grantee is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practicable and result in the highest possible return.

(END OF STANDARD PROVISION)

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25. USE OF POUCH FACILITIES (AUGUST 1992)

(This provision is applicable when activities under the grant will take place outside of the United States.)

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for AID grantees and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or AID Mission. In consideration of the use of pouch facilities, the grantee and its employees agree to indemnify and hold harmless, the Department of State and AID for loss or damage occurring in pouch transmission:

* (1) Grantees and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) AID grantee personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

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(b) The grantee shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

(c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or AID Mission.

(END OF STANDARD PROVISION)

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26. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

(This provision is applicable when activities under the grant will take place outside of the United States.)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the grantee's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

(END OF STANDARD PROVISION)

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* 27. PUBLIC NOTICES (AUGUST 1992)

It is AID's policy to inform the public as fully as possible of its programs and activities. The grantee is encouraged to give public notice of the receipt of this grant and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

The grantee may call on AID's Office of External Affairs for advice regarding public notices. The grantee is requested to provide copies of notices or announcements to the cognizant technical officer and to AID's Office of External Affairs as far in advance of release as possible.

(END OF STANDARD PROVISION)

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* NEW MATERIAL

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* 28. PROVISION ON RIGHTS IN DATA (AUGUST 1992)

(a) Definitions

"Data" means recorded information (including information relating to the research, testing, or development of any drug or device requiring approval for use in the United States), regardless of form or the media on which it may be recorded. In the aggregate these data may be in the form of reports, articles, manuals, or publications. The term includes technical data and computer software. The term does not include financial reports or other information incidental to grant administration.

"Form, fit and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the following Limited Rights Notice:

-- "These data are submitted with limited rights. These data may be reproduced and used by the Government with the limitation that they will not, without written permission of the Grantee, be used for purposes of manufacture nor disclosed outside the Government.

-- "This Notice shall be marked on any reproduction of these data, in whole or in part."

"Limited rights data" means data (other than computer software) that embody trade secrets, or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software" means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Technical data" means data (other than computer software) which are of a scientific or technical nature.

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* "Unlimited rights" means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly, in any manner and for any purpose, and to permit others to do so.

(b) Allocation of Rights

(1) Except as provided in paragraph (c) of this provision regarding copyright, the Federal Government shall have unlimited rights in --

- (i) Data first produced in performance of this Grant;
 - (ii) Form, fit and function data delivered under this Grant;
 - (iii) Data delivered under this Grant (except for restricted computer software) that constitutes manuals or instructional and training material for installation, operation or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Grant; and
 - (iv) All other data delivered under this Grant unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (d) of this provision.

(2) The Grantee shall have the right to --

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Grantee in the performance of this Grant;
 - (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (d) of this provision;
 - (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices;
 - (iv) Establish claim to copyright subsisting in data first produced in the performance of this Grant to the extent provided in subparagraph (c) of this provision.

(c) Copyright

(1) Data first produced in the performance of this Grant. The Grantee may establish, without prior approval of AID, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this Grant and published in academic, technical or professional journals, symposia proceedings or similar works. The prior express written permission of AID is required to establish claim to copyright subsisting in all other data first produced in performance of this Grant. For computer software and other data the Grantee grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works and display publicly by or on behalf of the Government. *

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(2) Data not first produced in the performance of this Grant. The Grantee shall not, without prior written permission of AID incorporate in data delivered under this Grant any data not first produced in the performance under this Grant and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the grantee identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth above in paragraph (c).

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data delivered under this Grant and to include such notice on all reproductions of such data.

(d) Protection of limited rights data and restricted computer software

When data other than that listed in subparagraph (b)(1)(1), (11) and (111) of this provision are specified to be delivered under this Grant and qualify as either limited rights data or restricted computer software, if the Grantee desires to continue protection of such data, the Grantee shall withhold such data and not furnish them to the Government under this Grant. As a condition to this withholding, the Grantee shall identify the data being withheld and furnish form, fit, and function data in lieu thereof.

(e) Subagreements

The Grantee has the responsibility to obtain from subgrantees and those who work in collaboration with the Grantee in performance of this Grant all data and rights necessary to fulfill the Grantee's obligations under this Grant. If a subgrantee or collaborator refuses to accept terms affording the Government such rights, the Grantee shall promptly bring such refusal to the attention of AID and not proceed without authorization from AID.

(f) Relationship to patents

Nothing contained in this provision shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right granted to the Government.

(END OF STANDARD PROVISION)

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* NEW MATERIAL

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LIST OF APPROVED AUTOMATION EQUIPMENTYEAR 1

<u>Quantity</u>	<u>Description</u>
4	386 Computer Systems for PRB Staff
1	386 Computer System for overseas
1	Desktop Publishing system
1	Maintenance and upgrade of above systems
2	Printers
1	Internal Network System and Installation
1	Software (Upgrades and New)

YEAR 2

<u>Quantity</u>	<u>Description</u>
4	386 Computer Systems for PRB Staff
1	386 Computer System for overseas
2	Desktop Publishing system
1	Maintenance and upgrade of above systems
3	Printers
1	Software (Upgrades and New)

YEAR 3

<u>Quantity</u>	<u>Description</u>
4	386 Computer Systems for PRB Staff
1	386 Computer System for overseas
2	Desktop Publishing system
1	Maintenance and upgrade of above systems
3	Printers
1	Software (Upgrades and New)

YEAR 4

<u>Quantity</u>	<u>Description</u>
4	386 Computer Systems for PRB Staff
1	386 Computer System for overseas
2	Desktop Publishing system
1	Maintenance and upgrade of above systems
3	Printers
1	Software (Upgrades and New)

AGENCY FOR INTERNATIONAL DEVELOPMENT
PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES (PIO/T)*

1. Cooperating Country WORLDWIDE		2. PIO/T No. 936-3046 3692442		3. PIO/T Amend No. Original	
4. Project/Activity No. and Title DEMOGRAPHIC DATA INITIATIVES 936-3046 (POPULATION REFERENCE BUREAU COOPERATIVE AGREEMENT)		5. Appropriation Symbol(s) 72-113-1021.4			
7. Pro Ag No. or Project Authorization Date PAF amended by R&D/POP 6/23/92		6. Budget Plan Code(s) DDPA-93-16969-IG11; 344-36-099-01-81-31			
9. Project Assistance Completion Date (Month, Day, Year) 9/20/97		8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document			
11. Type of Action and Governing A.I.D. Handbook [B]		10. Authorized Agent FA/OP/CC/P			
A. A.I.D. Contract (HB14) B. A.I.D. Grant or Cooperative Agreement (HB 13)		C. PASA/RSSA (HB 12) D. Other		12. Contract/Grant/Cooperative Agreement/ Reference Number (if this PIO/T is for an order or a modification to an award)	
i. A.I.D. Funding (Attach a detailed budget in support of column (2) as Attachment A.)					
	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date	
A. Dollars	0	100,000	0	100,000	
B. U.S.-Owned Local Currency					
14. Mission References N/A					

15. Instructions to Authorized Agent

Request FA/OP/CC/P negotiate a four year cooperative agreement with the Population Reference Bureau for the activities described. The first tranche of funding will provide partial funding for the first year. The remainder of funds for the first year of agreement will be provided with FY94 funds. Total estimated cost of cooperative agreement is \$6.8 million including add-ons.

16. Address of Voucher Paying Office **Agency for International Development, FA/FM/CMP/DC, Rm. 700, SA-2, Washington, D.C. 20523**

17. Clearances - Include typed name, office symbol, and date for all clearances

A. The Project Officer certifies (1) that the specifications in the statement of work or program description are technically adequate, and (2) that (for contract actions only) all program personnel who are defined as procurement officials under 41 U.S.C 423 have signed the Procurement Integrity Certification (OF-333).

Signature R&D/POP/P&E: E. Starbird	Date: 4/21/93	Phone No: 703-875-4401
B. The statement of work or program description lies within the purview of the initiating office and approved agency programs. Signature: A/R&D/POP, JShelton	Date: 4/26/93	C. R&D/POP/P&E, SRRadloff Signature: R&D/POP/OCS, KKosar
D. Funds for the services requested are available. Signature: FA/FM/A/NPA&PA, RAnderson	Date: 5/9/93	E. A/R&D/POP, EMaguire Signature: R&D/PO, FFinley

18. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to.

Signature: _____
 ACTION: **Reviewed**
 Title: _____ Date: _____

19. For the Agency for International Development:
 Signature: **Elizabeth P. Roche**
 DATE: _____ INITIALED _____
 Title: **Chief, R&D/PO/PR** Date: **5/3/93**

FOR CONTRACT ACTIONS ONLY: SOURCE SELECTION INFORMATION--SEE FAR 3.404. THIS DOCUMENT, OR PORTIONS THEREOF, CONTAINS PROPRIETARY OR SOURCE SELECTION INFORMATION RELATED TO THE CONDUCT OF A FEDERAL AGENCY ACQUISITION, THE DISCLOSURE OF WHICH IS RESTRICTED BY LAW (41 U.S.C. 423). UNAUTHORIZED DISCLOSURE OF THIS INFORMATION MAY SUBJECT BOTH THE DISCLOSURER AND RECIPIENT TO CONTRACTUAL, CIVIL, AND/OR CRIMINAL PENALTIES AS PROVIDED BY LAW.

FOR OTHER ACTIONS: UNAUTHORIZED DISCLOSURE OF PROPRIETARY OR SOURCE SELECTION INFORMATION MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.

PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES (PIO/T) *

1. Cooperating Country WORLDWIDE	2. PIO/T No. 936-3046-3692442	3. PIO/T Amend No. 1
4. Project/Activity No. and Title POPULATION REFERENCE BUREAU COOPERATIVE AGREEMENT 936-3046	5. Appropriation Symbol(s) 72-113-1021.4	
	6. Budget Plan Code(s) DDPA-93-16969-IG11; 344-36-099-01-81-31	
7. Pro Ag No. or Project Authorization Date PAF amended by R&D/POP 6/23/92	8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	
9. Project Assistance Completion Date (Month, Day, Year) 9/20/97	10. Authorized Agent FA/OP/CC/P	
11. Type of Action and Governing A.I.D. Handbook [B]	12. Contract/Grant/Cooperative Agreement/ Reference Number (if this PIO/T is for an order or a modification to an award) TBD	

13. A.I.D. Funding (Attach a detailed budget in support of column (2) as Attachment A.				
	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
A. Dollars	100,000	200,000	0	300,000
B. U.S.-Owned Local Currency				

14. Mission References **N/A**

15. Instructions to Authorized Agent. Request that you amend this cooperative agreement with POPULATION REFERENCE BUREAU to add the funds contained in this PIO/T. These funds are for the period 7/1/93 through 9/22/94. A budget and pipeline analysis are attached. All other terms and conditions remain unchanged.

As required; will advise when obligation may be incurred.

16. Address of Voucher Paying Office **Agency for International Development, FA/FM/CMP/DC, Rm. 700, SA-2, Washington, DC 20523**

17. Clearances - Include typed name, office symbol, and date for all clearances

A. The Project Officer certifies (1) that the specifications in the statement of work or program description are technically adequate, and (2) that (for contract actions only) all program personnel who are defined as procurement officials under 41 U.S.C 423 have signed the Procurement Integrity Certification (OF-333).

Signature R&D/POP/P&E: **E. Starbird** Date: * Phone No: **(703) 875-4401**

B. The statement of work or program description lies within the purview of the initiating office and approved agency programs. Signature: R&D/POP, MNeuse **LN for** Date: **6/29/93**

D. Funds for the services requested are available. Signature: R&D/POP/OCS, KKosar **KK for** Date: **6/29/93**

Signature FA/FM/A/NPA&PA, RAnderson **RA for** Date: Signature: R&D/PO, FFinley Date:

18. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to:

Signature: Title: Date:

19. For the Agency for International Development: Signature: **Elizabeth P. Roche** Title: **Chief, R&D/PO/PR** Date: **6/30/93**

FOR CONTRACT ACTIONS ONLY: SOURCE SELECTION INFORMATION--SEE FAR 3.104. THIS DOCUMENT, OR PORTIONS THEREOF, CONTAINS PROPRIETARY OR SOURCE SELECTION INFORMATION RELATED TO THE CONDUCT OF A FEDERAL AGENCY ACQUISITION, THE DISCLOSURE OF WHICH IS RESTRICTED BY LAW (41 U.S.C. 423). UNAUTHORIZED DISCLOSURE OF THIS INFORMATION MAY SUBJECT BOTH THE DISCLOSURER AND RECIPIENT TO CONTRACTUAL, CIVIL, AND/OR CRIMINAL PENALTIES AS PROVIDED BY LAW. FOR OTHER ACTIONS: UNAUTHORIZED DISCLOSURE OF PROPRIETARY OR SOURCE SELECTION INFORMATION MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.

AID 1350-1 (11/91)



ACTION: *Reserved* DATE: **6/30/93**

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