



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

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ENTERED

OCT 07 1993

Section

SEP 28 1993

Mr. Scott Sklar
Executive Vice President
U.S. Export Council
for Renewable Energy
P.O. Box 10095
Arlington, VA 22210-9998

Subject: Cooperative Agreement No. LAG-5730-A-00-3049-00

Dear Mr. Sklar:

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 U. S. Export Council for Renewable Energy (hereinafter referred to as "US/ECRE" or "Recipient") the sum set forth in Section 1C.2. of Attachment 1 of this Cooperative Agreement 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 the amount set forth in Section 1C.1. of Attachment 1, of which the amount set forth in Section 1C.2. 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 Ms. Angelique Crumbly of my staff at (703) 875-1220.

Sincerely yours,



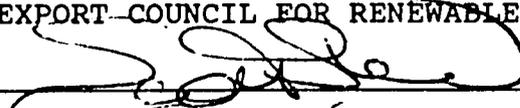
Jay M. Bergman
Agreement Officer
Chief, LA Branch
Division B
Office of Procurement

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Special Provision entitled "Restrictions on Lobbying"
5. A.I.D. Eligibility Rules

ACKNOWLEDGED:

U.S. EXPORT COUNCIL FOR RENEWABLE ENERGY

BY: 

TYPED NAME: Scott Sklar

TITLE: Exec Vice President

DATE: 9/28/93

FISCAL DATA

A. GENERAL

A.1. Total Estimated A.I.D. Amount: \$7,096,179
A.2. Total Obligated A.I.D. Amount: \$4,440,098
A.3. Cost-Sharing Amount (Non-Federal): \$1,535,480
A.4. Other Contributions (Federal): \$580,423
A.5. Project No.: 936-5730
A.6. A.I.D. Project Office: R&D/E&I
A.7. Funding Source: A.I.D./W
A.8. Tax I.D. No.: 52-1323252
A.9. CEC No.: 80-922446C

B. SPECIFIC

B.1.(a) PIO/T No.: 936-5730-3692328
B.1.(b) Appropriation: 72-1131021.1
B.1.(c) Allotment: 341-36-099-01-20-31
B.1.(d) BPC: DDVA-93-16963-IG11
B.1.(e) Amount: \$4,438,908

B.2.(a) PIO/T No.: 936-5730-3692328A1
B.2.(b) Appropriation: 72-1131021.3
B.2.(c) Allotment: 341-36-099-01-20-31
B.2.(d) BPC: DDVA-93-16963-IG11
B.2.(e) Amount: \$919

B.3.(a) PIO/T No.: 936-5730-3692329
B.3.(b) Appropriation: 72-112/31021.3
B.3.(c) Allotment: 263-36-099-01-20-31
B.3.(d) BPC: DDN2-93-16900-IG11
B.3.(e) Amount: \$271

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 29, 1995. 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 29, 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 \$7,096,179.

1C.2. A.I.D. hereby obligates the amount of \$4,440,098 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 - Cost Reimbursement," 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 (see Section 1C.2. above) shall equal the total estimated amount (see Section 1C.1. above) 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" and, if applicable (see Section 1K.2. for applicability) "Cost Sharing (Matching)," as set forth in Attachment 3.

1C.5. The total estimated amount of the program described in Attachment 2 of this Cooperative Agreement is \$9,212,082, of which A.I.D. may provide the amount specified in Section 1C.1. above, and the Recipient/others will provide \$2,115,903 in accordance with Section 1L. below.

1D. COOPERATIVE AGREEMENT BUDGET

1D.1. The following is the Budget for the total estimated amount of this Cooperative Agreement (see Section 1C.1. above) for its full period (see Section 1B. above). The Recipient may not exceed the total estimated amount or the obligated amount of this Cooperative Agreement, whichever is less (see Sections 1C.1. and 1C.2., respectively, above). 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. 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

Cost Element	<u>A.I.D.</u>	Recipient/ Others <u>(Non-Fed)</u>	Recipient/ Others <u>(Federal)</u>	<u>Total</u>
Task 1	\$ 1,414,179	\$ 599,500	\$ 182,275	\$2,195,954
Task 2	600,000	- 0 -	- 0 -	600,000
Task 3	200,000	- 0 -	53,000	253,000
Task 4	255,000	- 0 -	45,148	300,148
Task 5	165,000	- 0 -	- 0 -	165,000
Task 6	255,000	49,184	- 0 -	304,184
Task 7	375,000	- 0 -	- 0 -	375,000
Task 8	175,000	- 0 -	- 0 -	175,000
Task 9	50,000	- 0 -	- 0 -	50,000
Task 10	125,000	- 0 -	- 0 -	125,000
Task 11	450,000	86,796	300,000	836,796
Task 12	250,000	- 0 -	- 0 -	250,000
Task 13	125,000	- 0 -	- 0 -	125,000
Task 1 FY'94	1,237,500	400,000	- 0 -	1,637,500
Task 2 FY'94	534,500	- 0 -	- 0 -	534,500
Task 1 FY'95	770,000	400,000	- 0 -	1,170,000
Task 2 FY'95	<u>115,000</u>	<u>- 0 -</u>	<u>- 0 -</u>	<u>115,000</u>
Total	\$7,096,179	\$ 1,535,480	\$ 580,423	\$9,212,082

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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.

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 - Cost Reimbursement," as shown in Attachment 3. If a Standard Form 269 is required by the aforesaid Standard Provision, the "Long Form" of said form shall be used.

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 the Cover Letter of this Cooperative Agreement, concurrently with submission of the Quarterly Technical Reports (See Section 1E.2. below).

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.1.(d) The Recipient's financial reports shall include expenditures of A.I.D. Cooperative Agreement funds provided hereunder, as well as non-federal matching funds and any other contributions in accordance with Section 1L. below.

1E.2. Program Performance Planning and Reporting

1E.2.(a) Quarterly Reports

The Recipient shall submit five (5) copies of brief quarterly program performance reports, which coincide with the financial reporting periods described in Section 1E.1. above, to the A.I.D. Project Office specified in the Cover Letter of this Grant. In addition, two copies shall be submitted to A.I.D., POL/CDIE/DI, Washington, DC 20523-1802. These reports shall be submitted within 30 days following the end of the reporting period, and shall briefly present the following information:

1E.2.(a)(1) A comparison of actual accomplishments with the goals established for the period, the findings of the investigator, or both. If the output of programs can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

1E.2.(a)(2) Reasons why established goals were not met, if applicable.

1E.2.(a)(3) Other pertinent information including the status of finances and expenditures and, when appropriate, analysis and explanation of cost overruns or high unit costs. See also Section 1I.4. of this Cooperative Agreement.

1E.2.(b) 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.(b)(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.(b)(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.(b)(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 specified in the Cover Letter of this Grant.

1E.2.(c) Environmental Impact

If it appears that outputs of this project will result in an adverse environmental impact, the Recipient shall notify the A.I.D. Project Officer prior to implementation, in order to allow for orderly preparation of an environmental impact statement. The Recipient shall assure that appropriate U.S. Government, A.I.D., and/or host country procedures are followed.

1E.2.(d) Training Reports

1E.2.(d)(1) If the Recipient conducts participant training under this Cooperative Agreement, (see the Standard Provision entitled "Participant Training" for the definition of participant training), the Recipient shall comply with reporting and information requirements of the Standard Provision of this Cooperative Agreement entitled "Participant Training," as well as Chapters 5 and 24 of A.I.D. Handbook 10.

1E.2.(d)(2) The Recipient shall also provide five (5) copies of quarterly training reports to the A.I.D. Project Officer, covering this Cooperative Agreement. The report shall include the following information:

- Total number of new trainees during the period; and
- The following information for each LDC trainee:
 - name
 - citizenship
 - gender
 - training site
 - beginning and ending dates of training
 - purpose of training
 - type of training activities
 - source of funding

1E.2.(d)(3) The Recipient shall provide one (1) copy of all training manuals produced under this Cooperative Agreement to the A.I.D. Project Officer.

1E.2.(e) Technical and Research Reports and Publications

The Recipient shall summarize technical and research activities of the project in reports, and distribute such reports to the appropriate USAID Missions, developing countries, and host country and international institutions in order to encourage use of the technology developed. Such reports will be completed within 60 days after completion of the activity. Journal articles and other publications are encouraged. See also the Standard Provision of this Cooperative Agreement entitled "Publications" (if the Recipient is a U.S. organization) or "Publications and Media Releases" (if the Recipient is a non-U.S. organization).

1E.2.(f) Final Report

Within 90 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 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 summarization of the program's accomplishments or failings; (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 matching) funds were used.

1E.2. (g) Annual Workplans

1E.2. (g) (1) The Recipient shall submit annual workplans for this Cooperative Agreement. Each annual workplan shall contain the following:

1E.2. (g) (1) (A) An action-oriented workplan describing planned activities during the next year, delineated by calendar quarter, and linked to the project goals and objectives, which describes the individuals to be involved, the activities to be conducted, and where and when they will be conducted. Planned activities shall be grouped by subject category, and then related to project objectives;

1E.2. (g) (1) (B) A projected budget, utilizing the same budget line items as are set forth in the budget of this Cooperative Agreement, for each calendar quarter, corresponding to the workplan; and

1E.2. (g) (1) (C) Publications, reports, workshops, seminars, and other information dissemination activities planned, by calendar quarter.

1E.2. (g) (2) The Recipient may develop the annual workplans in consultation with the A.I.D. Project Officer for this Cooperative Agreement.

1E.2. (g) (3) Five (5) copies of each annual workplan will be submitted to the designated A.I.D. Project Officer for this Cooperative Agreement and one copy submitted to the Agreement Officer. The first annual workplan covering the first year of this Cooperative Agreement shall be submitted by the Recipient not later than sixty (60) days from the effective date of this Cooperative Agreement (see Section 1B. above). Thereafter, the annual workplan for each successive year of this Cooperative Agreement shall be submitted by the Recipient not later than sixty (60) days prior to the beginning of each year.

1E.2. (h) Trip Reports

Within 10 working days following the completion of each international trip, the Recipient shall submit 3 copies of a trip report summarizing the accomplishments of the trip to the A.I.D. Project Officer specified in the cover letter of this Cooperative Agreement. If several individuals are travelling together to one site, a single report representing the group will suffice. The report shall include the purpose of the trip, technical observations, suggestions and recommendations, overall impressions of the site situation (if appropriate), and a list of persons visited with their title and organization affiliation.

1E.2.(i) Annual Activity Reports

Within thirty (30) days following the annual anniversary date of this Cooperative Agreement, the Recipient shall submit to the A.I.D. Project Office specified in the cover letter of this Cooperative Agreement five (5) copies of an annual technical progress report which will be a description of the past year's activities, including technical, scientific, managerial, and fiscal information. The report shall include, both for each field site or subcontractor/subrecipient individually and for project activities as a whole, a review of program and problems to date, and a discussion of technical and managerial issues significant to the success or failure of this Cooperative Agreement. The report will also address regulatory issues related to the project. Although principally a technical document, it nevertheless must include pertinent statistics or quantitative information regarding the project and its activities. An Impact Analysis Report will be appended to this report, which will be considered an instrument for Technology Transfer. The Impact Analysis Report will summarize and provide a feedback system for measurement and evaluation of the impact of the Recipient's activities in the public and private sector. The impact analysis will generally be qualitative in nature, and quantified only as appropriate. The Annual Activity Report shall also include an annual expenditure report corresponding to each annual workplan (see Section 1E.2.[b] above). These expenditure reports will cover A.I.D. and, if applicable, cost-sharing amounts by budget line item (see Section 1D.2. above) and by estimated distribution amongst project components, e.g., research, training, technical assistance, technology transfer, information dissemination, or networking.

1E.2.(j) Project Implementation Plan

Not later than sixty (60) days from the effective date of this Cooperative Agreement (see Section 1B. above), the Recipient shall prepare and submit to the A.I.D. Project Officer specified in the Cover Letter of this Cooperative Agreement five (5) copies of a project implementation plan, with critical path indicators (as described in Appendix 9A of A.I.D. Handbook 3), for the full term of this Cooperative Agreement.

1F. SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

It is understood and agreed that the A.I.D. Office of Energy and Infrastructure will have substantial involvement in decisions regarding activities funded by R&D/E&I under this Agreement. R&D/E&I Project Officer or his designee is to be kept full informed about any management issues (such as selection of staff who will work under this Cooperative Agreement) that are significant to the success of these activities, and will be engaged in major programmatic decisions affecting cooperative activities. Specifically:

1F.1. Annual Workplan - The A.I.D. Project Officer will be consulted during the development of the annual workplans and have the right of final approval of all areas of the workplan where A.I.D. funds are included.

1F.2. Workplan Revisions - The A.I.D. Project Officer will be consulted and have the right of approval for revisions of the annual workplan which involves the use of A.I.D. funds.

1F.3. 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.

1F.4. Field Activities - The A.I.D. Project Officer will be involved in, and must approve, the selection of sites, methodologies and strategies to be used in field activities funded under this Cooperative Agreement.

1F.5. Consultants - The A.I.D. Project Officer must approve, in advance, the selection of consultants retained by the Recipient.

1F.6. Participants - Where A.I.D. funds are used, the A.I.D. Project Officer must approve, in advance, the selection of technical trainees or scientists for participation in training activities.

1F.7. (Sub)contracts and Subagreements - The A.I.D. Project Officer must approve, in advance, the terms of reference or scope of work of all (sub)contracts 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 (sub)contracts (see the Standard Provision entitled "Procurement of Goods and Services") and subagreements (see the Standard Provision entitled "Subagreements").

1F.8. Financial Management System - It is understood and agreed that, not later than October 31, 1993, the Recipient will correct deficiencies in its financial management systems, as identified in DCAA Audit Report No. 6261-93J1770004 dated 24 February 1993 and No. 6261-93J17740003 dated 24 June 1993, and the Recipient's A-133 audit dated 12 August 1993. A.I.D. has scheduled a follow-up review for November/December 1993

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 subrecipient (see the Standard Provision of this Cooperative Agreement entitled "Subagreements").

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

Except as specified in Section 1G.2.(b) below, 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)

Except as specified in Section 1G.2.(b) below, the suppliers of services (other than commodity-related services, as described in Section 1G.2.[a][3] below) 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

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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

The eligibility of the various types of commodity-related services is described in Attachment 5 of this Cooperative Agreement. Further thereto:

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. See also paragraphs A.4. and B.1. of Attachment 5 of this Cooperative Agreement.

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. See also paragraph B.5. of Attachment 5 of this Cooperative Agreement.

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, except to the extent that such approval may be provided in Section 1I.3. below.

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>
G & A	24.0%	1/

1/ Base of Application: Total Direct Costs

1I. SPECIAL PROVISIONS

1I.1. Limitations on Reimbursement of Costs of Compensation for Personal Services and Professional Service Costs

1I.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.

1I.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.

1I.2. Equipment Purchases

1I.2.(a) Requirement for Prior Approval

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, the Recipient must obtain A.I.D. Agreement Officer approval for purchases of the following:

1I.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

1I.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).

1I.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):

N/A

1I.2.(c) Exception for Automation Equipment

Any approval for the purchase of automation equipment which may be provided in Section 1I.2.(b) above or subsequently provided by the Agreement Officer is not valid if the total cost of purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder will exceed \$100,000. 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.

1I.2.(d) Compliance with A.I.D. Eligibility Rules

Any approvals provided in Section 1I.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.

1I.3. Restricted Goods

Pursuant to Section 1G. above and paragraph (a)(3) of the Standard Provision of this Cooperative Agreement entitled "AID Eligibility Rules for Goods and Services," the Agreement Officer's approval is required for purchase of the restricted goods described therein. In furtherance thereof, the Agreement Officer does hereby provide such approval to the extent set forth below. The Agreement Officer's approval is required for purchases of such restricted goods if all of the conditions set

forth below are not met by the Recipient. Any approval provided below or subsequently provided by the Agreement Officer shall not serve to waive any terms and conditions of this Cooperative Agreement unless specifically stated.

1I.3.(a) Agricultural Commodities

Agricultural commodities may be purchased provided that they are of U.S. source (generally, the country from which the commodities are shipped) and origin (generally, the country in which the commodities are mined, grown, or produced) and purchased from a U.S. supplier, except that wheat, rice, corn, soybeans, sorghums, flour, meal, beans, peas, tobacco, hides and skins, cotton, vegetable oils, and animal fats and oils cannot be purchased under any circumstances without the prior written approval of the Agreement Officer. However, if this Cooperative Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), procurement of agricultural commodities from Special Free World countries (Geographic Code 935) is authorized, except that procurement of agricultural commodities outside the United States must have the advance written approval of the Agreement Officer when the domestic price of the commodity is less than parity, unless the commodity cannot reasonably be procured in the U.S. in order to meet the needs of the project

1I.3.(b) Motor Vehicles

Motor vehicles, if approved for purchase under Section 1I.2.(b) above or subsequently approved by the Agreement Officer, must be of U.S. manufacture and must be of at least 51% U.S. componentry. The source of the motor vehicles, and the nationality of the supplier of the vehicles, must be in accordance with Section 1G.2. above. Motor vehicles are defined as self-propelled vehicles with passenger carriage capacity, such as highway trucks, passenger cars and busses, motorcycles, scooters, motorized bicycles, and utility vehicles. Excluded from this definition are industrial vehicles for materials handling and earthmoving, such as lift trucks, tractors, graders, scrapers, and off-the-highway trucks. However, if this Cooperative Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), procurement of motor vehicles from Special Free World countries (Geographic Code 935) is authorized; provided, however, that procurement of non-U.S. vehicles shall be held to an absolute minimum.

1I.3.(c) Pharmaceuticals

Pharmaceuticals may be purchased provided that all of the following conditions are met: (1) the pharmaceuticals must be safe and efficacious; (2) the pharmaceuticals must be of U.S. source and origin (see Section 1G. above); (3) the

pharmaceuticals must be of at least 51% U.S. componentry (see Section 1G. above); (4) the pharmaceuticals must be purchased from a supplier whose nationality is in the U.S. (see Section 1G. above); (5) the pharmaceuticals must be in compliance with U.S. Food and Drug Administration (FDA) (or other controlling U.S. authority) regulations governing United States interstate shipment of pharmaceuticals; (6) the manufacturer of the pharmaceuticals must not infringe on U.S. patents; and (7) the pharmaceuticals must be competitively procured in accordance with the procurement policies and procedures of the Recipient and the Standard Provision of this Cooperative Agreement entitled "Procurement of Goods and Services."

11.3.(d) Pesticides

Pesticides may only be purchased if the purchase and/or use of such pesticides is for research or limited field evaluation by or under the supervision of project personnel. Pesticides are defined as substances or mixtures of substances: intended for preventing destroying, repelling, or mitigating any unwanted insects, rodents, nematodes, fungi, weeds, and other forms of plant or animal life or viruses, bacteria, or other micro-organisms (except viruses, bacteria, or other micro-organisms on or living in man or other living animals); or intended for use as a plant regulator, defoliant, or dessicant.

11.3.(e) Rubber Compounding Chemicals and Plasticizers

Rubber compounding chemicals and plasticizers may only be purchased with the prior written approval of the Agreement Officer.

11.3.(f) Used Equipment

Used equipment may only be purchased with the prior written approval of the Agreement Officer.

11.3.(g) Fertilizer

Fertilizer may be purchased if it is either purchased in the U.S. and used in the U.S., or if it is purchased in the cooperating country with local currency for use in the cooperating country. Any fertilizer purchases which do not comply with these limitations must be approved in advance by the Agreement Officer. However, if this Cooperative Agreement is funded under the Development Fund for Africa (DFA) (see Section 1G.2.[b][4] above), procurement of fertilizer from Special Free World countries (Geographic Code 935) is authorized; provided, however, that procurement of more than 5,000 tons of non-U.S. fertilizer must have the advance written approval of the Agreement Officer.

1I.4. Limitation on Use of Funds

1I.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.

1I.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 1I.4.(a) above.

1I.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 1I.4.(a) above.

1I.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").

1I.5. Compliance With Federal Guidelines and Regulatory Procedures Pertaining to Recombinant DNA

1I.5. (a) The Recipient shall implement any research activities under this Cooperative Agreement which involve recombinant DNA in accordance with:

1I.5. (a) (1) The National Institutes of Health Guidelines for Research Involving Recombinant DNA Molecules;

1I.5. (a) (2) Procedures issued by the U.S. Department of Agriculture (USDA), the Environmental Protection Agency (EPA), or other appropriate Federal agency;

1I.5. (a) (3) A.I.D.'s environmental procedures; and

1I.5. (a) (4) Such other Federal guidelines and procedures as may apply during the course of research.

1I.5. (b) The Recipient cannot commence testing in any foreign location until written approval for such testing is obtained from the A.I.D. Project Officer and the government of the country where testing is planned. Testing shall be conducted in accordance with all applicable regulations of that country.

1I.5.(c) In addition, and prior to commencement of any such testing, the Recipient shall make a judgement and communicate same to the A.I.D. Project Officer as to whether the regulations, procedures, or facilities of the country in question are adequate to ensure testing in an environmentally sound manner. In the event such judgement is that they are not, the Recipient and the A.I.D. Project Officer will consult and agree on the conditions to be applied to the testing which will have such environmental effect.

1I.5.(d) Reports submitted to A.I.D. under this Cooperative Agreement will address regulatory issues as noted above related to the activity.

1J. 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 4 - Special Provision entitled "Restrictions on Lobbying"
- Attachment 5 - A.I.D. Eligibility Rules
- Attachment 2 - Program Description

1K. 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:

1K.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)

**1K.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)
- (X) Participant Training (August 1992)
- () 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)
- (X) 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)

1L. COST SHARING AND OTHER CONTRIBUTIONS

1L.1. The Recipient agrees to expend an amount not less than (a) the amount shown in the budget of this Cooperative Agreement for financing by the Recipient and/or others from non-federal funds (see Sections 1D. and/or 1H.), and (b) the amount shown in the budget of this Cooperative Agreement for financing by the Recipient and/or others from other federal funds.

1L.2. The Standard Provision of this Cooperative Agreement entitled "Cost Sharing (Matching)" makes reference to project costs. "Project Costs" are defined in Attachment E of OMB Circular A-110 as all allowable costs (as set forth in the applicable cost principles [see the Standard Provision of this Cooperative Agreement entitled "Allowable Costs"]) incurred by a Recipient and the value of in-kind contributions made by the Recipient or third parties in accomplishing the objectives of this Cooperative Agreement during the program period.

1L.3. The restrictions on the use of A.I.D. funds provided hereunder, as set forth in this Cooperative Agreement, do not apply to cost-sharing (matching) or other contributions unless such restrictions are stated in the applicable federal cost principles and/or imposed by the source of such cost-sharing (matching) funds or other contributions.

ATTACHMENT 2

PROGRAM DESCRIPTION

The Recipient's proposal entitled "Renewable Energy Application and Training" and dated March 10, 1993 is attached hereto as the Program Description (Attachment 2) and is made a part of this Cooperative Agreement.



US/ECRE

UNITED STATES EXPORT COUNCIL FOR RENEWABLE ENERGY PO BOX 10095 ARLINGTON, VA 22210-9998 202 408 0665
FAX: 202 408 8536
MCI MAIL USECRE

**US/ECRE
MEMBER ASSOCIATIONS:**

March 10, 1993

*American Wind
Energy Association*

*National Association of
Energy Service Companies*

*National Geothermal
Association*

*National Hydropower
Association*

*National Wood Energy
Association*

*Renewable Fuels
Association*

*Solar Energy
Industries Association*

*Volunteers
in Technical Assistance*

Wood Heating Alliance

AFFILIATED TRADE CONSORTIA:

*Environmental Technology
Export Council*

*Industry Council for
Energy Efficiency*

US Biomass Industries Council

**TO: Ross Pumfrey
U.S. Agency for International Development
Office of Energy and Infrastructure
Bureau for Research and Development**

FR: Scott Sklar
Executive Director

RE: FY'93 - 95 (Three Year) Cooperative Agreement

Attached is the three-year, \$7,096,179 US/ECRE proposal for the FY'93-95 Cooperative Agreement between the Agency of International Development/Office of Energy and Infrastructure and US/ECRE.

In this proposal, US/ECRE outlines the three programmatic thrusts of this agreement and 15 activities or subprojects within these three areas. It describes the tasks that we propose to complete in this fiscal year under these multi-year activities. The activity manager, budget breakdown and statement of deliverables are provided with each activity description.

Please feel free to contact me with any questions or concerns.

Thank you.

Background

The U.S. Export Council for Renewable Energy (US/ECRE) and the U.S. Agency for International Development (A.I.D.) have been participating in Cooperative Agreement No. DHR-5730-A-00-0086-00 since August 31, 1990. This agreement expires on December 31, 1993.

This is a request by US/ECRE to begin a new three-year cooperative agreement with the A.I.D. Office of Energy and Infrastructure. US/ECRE requests the first year funding to be \$4,439,179.

Funding at this level will allow US/ECRE to continue and expand the important projects currently underway, and to increase our efforts in education and training. During the three years of the above-mentioned agreement, there have been a number of significant accomplishments.

- * Establishment of the International Fund for Renewable Energy and Energy Efficiency (IFREE). IFREE has evaluated pre-feasibility project funding and awarded funding to U.S. companies which met the AID-imposed IFREE funding criteria.
- * Production of several publications, documents and videos, including the reprinting of "Renewable Energy in Agriculture and Health" and a video by Enersol and Associates on the use of renewable energy in the Dominican republic and "The Power of Wind" by the American Wind Energy Association (AWEA).
- * Establishment and continued development of Renewable Energy Project Support Offices (REPSO's) by Winrock International. continued development of the VITASAT communications network by Volunteers in Technical Assistance (VITA).
- * Establishment and development of an anemometer loan program and continued support for the annual Wind Energy

Applications and Training Symposium (WEATS) sponsored by the American Wind Energy Association (AWEA).

- * Hosting several reverse trade missions and conferences. Two reverse trade missions brought key officials to Los Angeles in 1991 for education and training meetings with U.S. industry and supporting US/ECRE by sending industry leaders and officials to Brazil for the United Nations Conference on Environment and Development (UNCED) in June, 1992.

- * Establishment of the Renewable Energy for African Development (REFAD), a program to aggregate renewable energy activities on a sustainable basis on the contract.
- * additional education and training programs with a wide variety of projects by the U.S. renewable energy trade associations, including the establishment of a Center for Renewable Energy & Sustainable Technology (CREST) to orient overseas decisionmakers to U.S. renewable energy, energy efficiency, environmental technologies and services.

The increased demand for information and project development activities in developing countries has prompted the continuation and expansion of the proposed programs. US/AID funds will be used along with funding from other agencies and industry to support these important projects. A list of our planned projects and activities are detailed in the following proposal:

PROPOSAL

The activities US/ECRE proposes under its Cooperative Agreement with the Office of Energy and Infrastructure (R&D/EI) aim to fulfill the planned accomplishments of R&D/EI within the three focal areas of its renewable energy program: A) Site-Specific Project Development and Implementation; B) Market Development; and C) Strategic Assessment, Planning Assistance and Program Design. A few activities have components that fall under more than one of these areas. In these cases the introductory description of the activity is presented where the activity first appears.

A) Site-Specific Project Development and Implementation

The single most important objective of these activities is to catalyze specific commercial renewable energy projects in A.I.D.-assisted countries. These real-world commercial demonstrations (in contrast to simple technical demonstrations) are intended to kick-start larger and sustainable markets.

Activity 1: International Fund for Renewable Energy and Energy Efficiency (IFREE) Pre-Investment Feasibility Studies

Area of Activity: International Programs
US/ECRE Manager: Scott Sklar
Deliverable: 25 Cost-Shared Prefeasibility Studies

<u>BUDGET</u>	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
Pre-investment Awards	\$ 560,000	572,000	527,500
G&A	<u>140,000</u>	<u>143,000</u>	<u>130,000</u>
Amount Requested:	\$ 700,000	715,000	657,500

Activity Description:

This task allows IFREE to continue sharing in the cost of pre-investment activities for specific commercial projects that apply renewable energy technologies in developing countries.

IFREE's purpose is to foster environmentally sound energy projects in the countries of the developing world. As a result, IFREE's assumption in pursuing these activities is the anticipation that efficient utilization of these resources will be achieved only through a learning process extended over a number of funding cycles. The current programs reflect, to the best of our ability, both the foreseeable course of IFREE's efforts and its focus.

With FY'91 and FY'92 funding, IFREE has set up offices, hired staff, established a board of directors, developed a funding criteria, printed an organizational description brochure and solicited, judged and awarded prefeasibility funding to worthy industry-proposed studies.

Activity 2: Winrock International/REPSO Missions

Area of Activity: International Programs
Deliverable: New REPSO's and Final Report
US/ECRE Manager: Randy Swisher

<u>BUDGET</u>	<u>FY 1993</u>	<u>FY 1994</u>
Consultants/Subcontracts	\$ 365,000	374,000
Direct Labor	50,000	50,000
Travel and Direct Expenses	25,000	25,000
Equipment	22,000	25,500
G&A	<u>47,000</u>	<u>50,000</u>
Total Requested:	\$ 509,000	524,500

Activity Description:

With FY'91 and FY'92 funding, Winrock International was able to establish Renewable Energy Project Support Offices (REPSO's) in Costa Rica and Indonesia. The Costa Rican REPSO has already granted awards to promising projects.

Previous funding also allowed for the establishment of Winrock's Program in Renewable Energy and the Environment in 1990 to improve rural life while supporting environmentally responsive use of natural resources.

FY'93 funding will permit the expansion of additional REPSO's, especially in the Latin America region where opportunities have shown such expansion to be worthwhile.

Activity 3:

**Renewable Energy for African Development
(REFAD) Project Support**

Area of Activity: International Programs
Deliverable: Report
US/ECRE Manager: Ken Sheinkopf

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$115,000
G&A	35,000
Total Requested:	\$150,000

Activity Description:

Renewable Energy for Africa Development (REFAD) is a collaborative effort between US/ECRE, VITA, US/AID, DOE and other federal agencies which seeks to create a broad-based coalition of both industrialized and African agencies to promote the use of renewable energy technologies on a sustainable basis. In Africa, the project will involve a wide range of public and private sector representatives including regional governmental organizations, local non-governmental organizations, commercial industry, village cooperatives, financial institutions and research and technical facilities.

It is the ultimate goal of REFAD is to establish commercially viable, renewable energy 'demonstration' projects on the ground in a number of African nations.

The primary tasks under this activity will be to:

- * facilitate pre-feasibility studies of promising renewable energy enterprises;
- * install community-based commercially operative, renewable energy demonstration enterprises in several African countries,
- * provide training and technical support in association with these demonstrations.

Activity 4:

**American Wind Energy Association
Anemometer Loan Program**

Area of Activity: International Programs
Deliverable: Anemometer Loan Program Deployment and Final Report
US/ECRE Manager: Randy Swisher

<u>BUDGET</u>	<u>FY 1993</u>
Direct Labor	\$ 103,850
Travel	15,000
Direct Expenses	15,000
G&A	33,500
Total Requested:	\$ 167,350

Activity Description:

These funds will support AWEA's Anemometer Loan Program, an AWEA-administered resource assessment assistance program to countries where wind resource data is limited. The program requires co-funding by the host country and will help identify the potential for wind development and begin training in-country professionals.

Equipment is purchased to set up wind speed monitoring programs with training in the country to develop local abilities in erecting instruments, collecting and analyzing data.

	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
BUDGET SUBTOTAL (SECTION A):	\$ 1,526,350	1,239,500	657,500
Management fee	43,750	5,000	20,000
SECTION A. TOTAL:	\$ 1,570,100	1,274,500	677,500

B) Market Development

Decision makers in developing countries need up-to-date, reliable data on the cost and performance of renewable energy technologies in various applications. Considerable information exists but is scattered throughout the U.S. renewable energy industry and among users of renewable energy technologies in developing countries. Through these activities US/ECRE will compile this valuable information from the varied sources and provide opportunities or vehicles for exchanging and distributing comprehensive knowledge.

A combination of publications and media productions are used to address the role of renewables in development and spreads information. Workshops, conferences, trade missions, and reverse trade missions establish dialogues among developing world users and between U.S. industry and public and private sector counterparts in A.I.D.-assisted countries.

Activity 5: Renewable Energy Training Institute (RETI)

Area of Activity: International Programs
Deliverable: Training Programs (less than 1 week)
and Final Report
US/ECRE Manager: Scott Sklar

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 95,000
Direct Labor	20,000
Travel	10,000
Direct Expenses	7,000
G&A	33,000
Total Requested:	\$ 165,000

Activity Description:

US/ECRE proposes to develop a business plan for a Renewable Energy Training Institute (RETI). RETI will be industry driven and organized with an industry-based board of directors. RETI will act as a training resource identification, a quality verification agency and a brokerage operation to incorporate U.S. industry experts in the US/AID Office of Energy and multilateral training programs.

US/ECRE will sponsor and coordinate the establishment of RETI.

**Activity 6 : Center for Renewable Energy
and Sustainable Technology (CREST)**

Area of Activity: International Programs
Deliverable: Training Program Start-Up and Final Report
US/ECRE Manager: Scott Sklar

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 155,000
Direct Labor	30,000
Travel	15,000
Direct Expenses	5,000
G&A	50,000
Total Requested:	\$ 255,000

Activity Description:

US/ECRE requests additional funding for the Center for Renewable Energy and Sustainable Technology (CREST). FY'92 funding provided for the initial year of the CREST lease and solicitation and receipt of co-funding by The Rockefeller Foundation, D.C. Energy Office, Sandia and Oakridge National Laboratories, and the Environmental Protection Agency. FY'93 funding will permit the full establishment of CREST to serve as a training center for international procurement and policy decision makers and will have limited access by the general public.

After orientation training at the Center, technical visitors will be sent to IIEC, Florida Solar Energy Center, Alternative Energy Institute or Sandia National Laboratory Design Assistance Center for further training. Overseas Policymakers will be sent on site visits to U.S. installations or manufacturing facilities.

Activity 7: Volunteers in Technical Assistance VITASAT Program

Area of Activity: International Programs
 Deliverable: Deployment of Eight VITASAT Ground Stations and Final Report
 US/ECRE Manager: Rick Sellers

<u>BUDGET</u>	<u>FY 1993</u>
Direct Labor	\$ 156,250
Travel	62,500
Direct Expenses	62,500
G&A	<u>93,750</u>
Total Requested:	\$ 375,000

Activity Description:

VITA's primary concern has been to facilitate technology transfer to developing countries through rapid and low-cost dissemination of information. Through the VITASAT program, people in remote areas of the world will be enabled to become members of an international nonprofit network exchanging technical information in energy, environment, health, education, disaster and other applications.

FY'93 funding will continue support of the VITASAT communications low-orbit satellite network. This will build upon efforts begun during the FY'91 and FY'92 funding cycles. FY'93 funding will also allow VITA to expand the existing ground station network to the US/ECRE overseas offices on a competition basis to several US/AID missions, and in five priority countries where the renewable energy market is expanding, such as Mexico, Guatemala, Indonesia, the Philippines and Botswana, as well as at CREST. An additional \$100,000 will support VITA's renewable energy in Africa program to link REFAD development organizations.

Activity 8: Mexico Conference

Area of Activity: International Programs
 Deliverable: Conference and Final Report
 US/ECRE Manager: Rick Sellers

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 55,000
Travel	70,000
Direct Labor	20,000
Direct Expenses	5,000
G&A	<u>25,000</u>
Total Requested:	\$175,000

Activity Description:

US/ECRE proposes to coordinate the development of a renewable energy conference in Mexico. The conference will attempt to link U.S. industry with their Mexican industry counterparts. US/ECRE will seek travel funding by TDA and additional program funding by DOE. Project coordination will involve the following steps:

1. Identification and research of conference site.
2. Development of program and coordination of speakers.
3. Coordination of trade show exhibitors.
4. Development and distribution of conference brochures.
5. Coordination and facilitation of conference onsite.

Activity 9: **International Tariff Identification Study**

Area of Activity: International Programs
Deliverable: Document Study
US/ECRE Manager: Kevin Rackstraw

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 32,500
Travel	2,500
Direct Labor	2,500
Direct Expenses	2,500
G&A	<u>10,000</u>
Total Requested:	\$ 50,000

Activity Description:

US/ECRE proposes to develop a study of international tariff structures and tariff procedures. The study will identify tariff structures in developing countries, related trade laws and procedures for customs and/or additional duties relating to renewable energy equipment. The information will be compiled and presented in both hard copy and database form.

Activity 10: **U.S. Renewable Energy Installation Tour**

Area of Activity: International Programs
Deliverable: Meetings and Tour Reports
US/ECRE Manager: Scott Sklar

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 71,400
Direct Labor	14,300
Travel	9,000
Direct Expenses	5,300
G&A	<u>25,000</u>
Total Requested:	\$ 125,000

Activity Description:

US/ECRE proposes to bring in senior foreign diplomats, energy ministers, regional governmental organization representatives and industry individuals to tour U.S. renewable energy installations as part of regional market aggregation activities in Central America, Africa, Asia and the Former Soviet Union.

Activity 11: U.S. Trade Association Allocation

Area of Activity: International Programs
Deliverable: Report
US/ECRE Manager: Scott Sklar
US/ECRE Trade Association Allocation FY 1993
(6 groups x \$75,000) \$ 450,000
Total Requested: \$ 450,000

Activity Description:

US/ECRE will make available up to \$75,000 to the American Wind Energy Association (AWEA), National Association of Energy Service Companies (NAESCO), National Geothermal Association (NGA), National Hydropower Association (NHA), National Wood Energy Association (NWEA) and the Solar Energy Industries Association (SEIA) for international projects promoting market development and renewable energy applications.

Each project will be submitted to the A.I.D. Office of Energy and Infrastructure for approval before release of funds.

Activity 12: Central American Development Strategy

Area of Activity: International Programs
Deliverable: Strategy Documents, Meetings
US/ECRE Manager: Patrick D'Addario

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 135,000
Travel	20,000
Direct Labor	15,000
Direct Expenses	15,000
G&A	<u>65,000</u>
Total Requested:	\$ 250,000

Activity Description:

US/ECRE proposes to develop the conceptual framework for a comprehensive Central American development strategy utilizing renewable technologies. The strategy will identify potential sites and implement a plan for a US/ECRE base of operations in Central America.

Further, the strategy will develop a plan for a unified effort between US/ECRE, AID, National Rural Electrification Cooperative Association (NRECA), the local energy ministries and the development organizations working in the region.

US/ECRE will hold a series of meetings within the region to validate the strategy and build a consensus for multi/year activity.

Activity 13: Management Task

This task will include overall contract management, specific task management, bookkeeping, auditing and related support for the Entire Cooperative Agreement. This fee cover day-to-day management of the overall activities for the direct-hire US/ECRE staff and the management fee in addition to the various activities.

Activity 1 FY '94 & '95: International Fund for Renewable Energy and Energy Efficiency

Area of Activity: International Programs
US/ECRE Manager: Scott Sklar
Deliverable: 5 Collaborative Development Bank Assistance Activities (India, Brazil, Central America, Mexico, Indonesia)

<u>BUDGET</u>	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
Consultants Subcontracts	\$ 370,000	290,000	10,000
Direct Labor	48,000	25,000	5,000
Travel	45,000	17,000	15,000
Accounting and audit	30,000	15,000	15,000
Direct Expenses	30,000	15,000	10,000
Rent	20,000	20,000	20,000
Printing	17,179	5,000	5,000
Legal Services	11,000	5,000	5,000
G&A	<u>143,000</u>	<u>90,500</u>	<u>17,500</u>
Total Requested:	\$ 714,179	482,500	87,500

Activity Description:

This task allows IFREE to assist financial institutions and government leaders to develop strategies and long-term plans for integrating renewable and efficient energy technologies into their investment portfolios and development plans. It entails working with host country and international lending institution and development agencies to devise coordinated strategies and implementation plans. Discussions regarding policy reforms may also be pursued as appropriate.

Activity 2 FY '94 & 95: Winrock International/Program Design Service

Area of Activity: International Programs
Deliverable: New REPSO's and Final Report
US/ECRE Manager: Randy Swisher

<u>BUDGET</u>	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
Consultants/Subcontracts	\$ 65,000		72,000
Direct Labor	10,000		10,000
Travel and Direct Expenses	8,000		10,000
G&A	<u>8,000</u>		<u>23,000</u>
Total Requested:	\$ 91,000		115,000

Activity Description:

FY'93-95 funding for this activity will be used to assist USAID Missions to develop strategies and to design renewable energy programs.

ATTACHMENT 3

STANDARD PROVISIONS

Note: Only those Standard Provisions indicated in Section 1K. of this Cooperative Agreement apply to this Cooperative Agreement.

REVISED
SEPTEMBER 29, 1992

MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEE¹

INDEX OF
MANDATORY STANDARD PROVISIONS

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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 |
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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."

* REVISED

(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 audit 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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* REVISED

* (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.

* REVISED

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.

(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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* REVISED

(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

* 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)

* REVISED

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)

* REVISED

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	10	_____
2. Payment - Letter of Credit	11	_____
3. Payment - Periodic Advance	13	_____
4. Payment - Cost Reimbursement	15	_____
5. Air Travel and Transportation	16	_____
6. Ocean Shipment of Goods	20	_____
7. Procurement of Goods and Services	21	_____
8. AID Eligibility Rules for Goods and Services	27	_____
9. Subagreements	31	_____
10. Local Cost Financing	33	_____
11. Patent Rights	35	_____
12. Publications	42	_____
13. Negotiated Indirect Cost Rates - Predetermined	43	_____
14. Negotiated Indirect Cost Rates - Provisional (Nonprofits)	44	_____
15. Negotiated Indirect Cost Rates - Provisional (For-profits)	46	_____
16. Regulations Governing Employees	47	_____
17. Participant Training	48	_____
18. Voluntary Population Planning	49	_____
19. Protection of the Individual as a Research Subject	56	_____
20. Care of Laboratory Animals	57	_____
21. Title to and Use of Property (Grantee Title)	58	_____
22. Title to and Care of Property (U.S. Government Title)	63	_____
23. Title to and Care of Property (Cooperating Country Title)	67	_____
24. Cost Sharing (Matching)	71	_____
25. Use of Pouch Facilities	75	_____
26. Conversion of United States Dollars to Local Currency	77	_____
27. Public Notice	78	_____
28. Rights in Data	79	_____

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* REVISED

* 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 -	.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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* REVISED

* (d) If during the term of the grant, FA/FM/CHP believes that the LOC should be revoked, FA/FM/CHP may, after consultation with the Grant Officer and GC, revoke the LOC by written notification to the grantee. FA/FM/CHP 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)

* REVISED

3. PAYMENT - PERIODIC ADVANCE (JANUARY 1988)

(This provision is applicable when the conditions for use of letter of credit cannot be met (including those pertaining to mixed dollar and local currency advances) and when the grantee meets the requirements of paragraph 1.0.6 of Handbook 13.)

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

(b) Grantees shall maintain advances in interest bearing accounts. Advances of AID funds to subgrantees shall be maintained in interest bearing accounts.

(c) Grantees shall submit requests for advances at least monthly on SF-270, "Request for Advance or Reimbursement," in an original and two copies, to the address specified in the Schedule of this grant.

(d) The grantee shall submit one copy of SF-272, "Federal Cash Transactions Report," 15 working days following the end of each quarter to the payment office address specified in the schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 the amount of cash advances in excess of thirty days requirement in the hands of subrecipients or the grantee's overseas field organizations and shall provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(e) A "Financial Status Report," SF-269, shall be prepared on an accrual basis by the grantee and submitted quarterly no later than 30 days after the end of the period in an original and two copies to the payment office specified in the schedule. 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 SF-269 must be submitted to the payment office within 90 days after the conclusion of the grant.

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

(END OF STANDARD PROVISION)

4. PAYMENT - COST REIMBURSEMENT (AUGUST 1992)

(This provision is applicable to grants for construction, or to grants where the grantee does not meet the conditions for either a letter of credit or periodic advance payment.)

(a) At the end of each month of this grant, the grantee shall submit an original and two copies of SF-270, "Request for Advance or Reimbursement," to the payment office address specified in the schedule of this grant.

(b) A final SF-270, shall be submitted within 60 days after the conclusion of the grant to the payment office.

* (c) The reports will be prepared on an accrual basis. However, if the grantee's accounting records are not normally kept on an accrual basis, the grantee shall not be required to convert its accounting system to meet this requirement. *

(d) Assignment of Claims (otherwise known as assignment of proceeds) is authorized under this grant and will be processed by the payment office.

(END OF STANDARD PROVISION)

* REVISED

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:

(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 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 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.

(i) 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)

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 (JUNE 1993)

(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:

(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

(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 \$10,000 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.

(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.

(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)

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:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Rubber compounding chemicals and plasticizers,
- (vi) Used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) Fertilizer.

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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:

(1) 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).

(1) 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)(1) 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. *

(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. *

(END OF STANDARD PROVISION)

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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-recipients 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 (JUNE 1993)

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) Professional services contracts estimated not-to-exceed \$250,000.

(4) Construction services contracts estimated not-to-exceed \$5,000,000.

(5) 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 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.

* (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 subject invention to which it elects to retain title within 1 year of 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 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 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:

* REVISED

* (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)

* REVISED

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)

* REVISED

13. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (AUGUST 1992)

* (This provision is applicable to educational or nonprofit institutions whose indirect cost rate(s) under this grant are on a predetermined basis.)

(a) The allowable indirect costs under this grant shall be obtained by applying predetermined indirect cost rate(s) to the base(s) agreed upon by the parties, as specified 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 the required OMB Circular A-133 audit, a proposed predetermined 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 a copy of the proposed predetermined indirect cost rate(s) and supporting cost data to the AID Inspector General, Washington, DC 20523, and 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 predetermined 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 provisions of the applicable cost principles in effect on the date of this grant.

(d) Rates for subsequent periods shall be negotiated and the results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. Such agreement shall be automatically incorporated into this grant upon execution and shall specify (1) the agreed upon predetermined rate(s), (2) the base(s) to which the rate(s) apply, (3) the fiscal year (unless the parties agree to a different period) for which the rate(s) apply, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. 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 predetermined indirect costs rate(s) for any fiscal year or different period agreed to by the parties, the grantee shall be reimbursed either at the rate(s) fixed for the previous fiscal year or other period or at billing rate(s) acceptable to the AID grant officer subject to appropriate adjustment when the final rate(s) for the fiscal year or other period are established.

* REVISED

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.

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(f) Any failure by the parties 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)

15. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (AUGUST 1992)

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(This provision is applicable to FOR-PROFIT organizations whose indirect cost rate(s) under this grant are on a provisional basis.)

(a) Until final annual indirect cost rate(s) are established for any period, the grantee shall be reimbursed either at the provisional rate(s) for the previous fiscal year or other period, or at billing rates acceptable to the AID grant officer subject to appropriate adjustment when the final rate(s) for the fiscal year or other period are established, depending on the availability of funds.

(b) The allowable indirect costs under this grant shall be obtained by applying final indirect cost rate(s) to the base(s) agreed upon by the parties, as specified in the schedule of this grant.

(c) Final annual indirect cost rate(s) and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (48 CFR Ch.1) in effect for the period covered by the indirect cost rate proposal.

(d) Not later than 90 days after the close of the grantee's fiscal year, the grantee shall submit to the cognizant Government Audit Activity 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 a copy of the proposed final indirect cost rate(s) and supporting cost data to the AID Inspector General, Washington, DC 20523, and 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.

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

(f) Rates for subsequent periods shall be negotiated and the results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. The agreement shall specify (1) the agreed upon final annual indirect cost rate(s), (2) the basis to which the rate(s) apply, (3) the periods for which the rates apply, and (4) any specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The final indirect cost rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.

(g) Any failure by the parties to agree on any final indirect cost rate(s) under this provision shall be a dispute within the meaning of the Disputes provision.

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(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)

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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

18. VOLUNTARY POPULATION PLANNING (JUNE 1993)

(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.

(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) The grantee shall insert paragraph (a), (b), (c) and (d) of this provision in all subsequent subagreements and contracts involving family planning or population activities which will be supported in whole or part from funds under this grant.

(END OF STANDARD PROVISION)

~~(iv) The subrecipient shall refund to the grantee the entire amount of assistance for family planning furnished to the subrecipient under this grant in the event it is determined that the certification provided by the subrecipient under subparagraph (3), above, is false.~~

~~(v) Assistance for family planning provided to the subrecipient under this grant shall be terminated if the subrecipient violates any undertaking in the agreement required by subparagraphs (3) and (4), and the subrecipient shall refund to the grantee the value of any assistance furnished under this grant that is used to perform or actively promote abortion as a method of family planning.~~

~~(vi) The subrecipient may furnish assistance for family planning under this grant to another foreign nongovernmental organization (the sub-subrecipient) only if (A) the sub-subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in AID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities and (B) the subrecipient obtains the written agreement of the sub-subrecipient that contains the same undertakings and obligations to the subrecipient as those provided by the subrecipient to the grantee as described in subparagraphs (4)(i)-(v), above.~~

~~(5) Agreements with subrecipients and sub-subrecipients required under subparagraphs (3) and (4) shall contain the definitions set forth in subparagraph (10) of this paragraph (d).~~

~~(6) The grantee shall be liable to AID for a refund for a violation of any requirement of this paragraph (d) only if (i) the grantee knowingly furnishes assistance for family planning to a subrecipient who performs or actively promotes abortion as a method of family planning, or (ii) the certification provided by a subrecipient is false and the grantee failed to make reasonable efforts to verify the validity of the certification prior to furnishing assistance to the subrecipient, or (iii) the grantee knows or has reason to know, by virtue of the monitoring which the grantee is required to perform under the terms of this grant, that a subrecipient has violated any of the undertakings required under subparagraph (4) and the grantee fails to terminate assistance for family planning to the subrecipient, or fails to require the subrecipient to terminate such assistance to a sub-subrecipient which violates any undertaking of the agreement required under subparagraph (4)(vi), above. If the grantee finds, in exercising its monitoring responsibility under this grant, that a subrecipient or sub-subrecipient receives frequent requests for the information described in subparagraph (10)(iii)(A)(II), below, the grantee shall verify that this information is being provided properly in accordance with subparagraph (10)(iii)(A)(II) and shall describe to AID the reasons for reaching its conclusion.~~

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~~(2) Prior to furnishing funds provided under this grant to another nongovernmental organization organized under the laws of any State of the United States, the District of Columbia, or the Commonwealth of Puerto Rico, the grantee shall obtain the written agreement of such organization that the organization shall not furnish assistance for family planning under this grant to any foreign nongovernmental organization except under the conditions and requirements that are applicable to the grantee as set forth in this paragraph (d).~~

~~(3) The grantee may not furnish assistance for family planning under this grant to a foreign nongovernmental organization (the subrecipient) unless;~~

~~(i) the subrecipient certifies in writing that it does not perform or actively promote abortion as a method of family planning in AID-recipient countries and does not provide financial support to any other foreign nongovernmental organization that conducts such activities, and~~

~~(ii) the grantee obtains the written agreement of the subrecipient containing the undertakings described in subparagraph 4. below.~~

~~(4) Prior to furnishing assistance for family planning under this grant to a subrecipient, the subrecipient must agree in writing that:~~

~~(i) The subrecipient will not, while receiving assistance under this grant, perform or actively promote abortion as a method of family planning in AID-recipient countries or provide financial support to other foreign nongovernmental organizations that conduct such activities.~~

~~(ii) The grantee and authorized representatives of AID may, at any reasonable time, (A) inspect the documents and materials maintained or prepared by the subrecipient in the usual course of its operations that describe the family planning activities of the subrecipient, including reports, brochures and service statistics; (B) observe the family planning activity conducted by the subrecipient; (C) consult with family planning personnel of the subrecipient; and (D) obtain a copy of the audited financial statement or report of the subrecipient, if there is one.~~

~~(iii) In the event the grantee or AID has reasonable cause to believe that a subrecipient may have violated its undertaking not to perform or actively promote abortion as a method of family planning, the grantee shall review the family planning program of the subrecipient to determine whether a violation of the undertaking has occurred. The subrecipient shall make available to the grantee such books and records and other information as may be reasonably requested in order to conduct the review. AID may also review the family planning program of the subrecipient under these circumstances, and AID shall have access to such books and records and information for inspection upon request.~~

~~(7) In submitting a request to AID for approval of a grantee's decision to furnish assistance for family planning to a subrecipient, the grantee shall include a description of the efforts made by the grantee to verify the validity of the certification provided by the subrecipient. AID may request the grantee to make additional efforts to verify the validity of the certification. AID will inform the grantee in writing when AID is satisfied that reasonable efforts have been made. If AID concludes that these efforts are reasonable within the meaning of subparagraph (6) above, the grantee shall not be liable to AID for a refund in the event the subrecipient's certification is false unless the grantee knew the certification to be false or misrepresented to AID the efforts made by the grantee to verify the validity of the certification.~~

~~(8) It is understood that AID also may make independent inquiries, in the community served by a subrecipient or sub-subrecipient, regarding whether it performs or actively promotes abortion as a method of family planning.~~

~~(9) A subrecipient must provide the certification required under subparagraph (3) and a sub-subrecipient must provide the certification required under subparagraph (4)(vi) each time a new agreement is executed with the subrecipient or sub-subrecipient furnishing assistance for family planning under the grant.~~

~~(10) The following definitions apply for purposes of this paragraph (d):~~

~~(i) Abortion is a method of family planning when it is for the purpose of spacing births. This includes, but is not limited to, abortions performed for the physical or mental health of the mother but does not include abortions performed if the life of the mother would be endangered if the fetus were carried to term or abortions performed following rape or incest (since abortion under these circumstances is not a family planning act).~~

~~(ii) To perform abortions means to operate a facility where abortions are performed as a method of family planning. Excluded from this definition are clinics or hospitals which do not include abortion in their family planning programs.~~

~~(iii) To actively promote abortion means for an organization to commit resources, financial or other, in a substantial or continuing effort to increase the availability or use of abortion as a method of family planning.~~

~~(A) This includes, but is not limited to, the following:~~

~~(I) Operating a family planning counseling service that includes, as part of the regular program, providing advice and information regarding the benefits and availability of abortion as a method of family planning;~~

~~(II) Providing advice that abortion is an available option in the event other methods of family planning are not used or are not successful or encouraging women to consider abortion (passively responding to a question regarding where a safe, legal abortion may be obtained is not considered active promotion if the question is specifically asked by a woman who is already pregnant, the woman clearly states that she has already decided to have a legal abortion, and the family planning counselor reasonably believes that the ethics of the medical profession in the country require a response regarding where it may be obtained safely);~~

~~(III) Lobbying a foreign government to legalize or make available abortion as a method of family planning or lobbying such a government to continue the legality of abortion as a method of family planning;~~

~~(IV) Conducting a public information campaign in AID-recipient countries regarding the benefits and/or availability of abortion as a method of family planning.~~

~~(B) Excluded from the definition of active promotion of abortion as a method of family planning are referrals for abortion as a result of rape, incest or if the life of the mother would be endangered if the fetus were carried to term.~~

~~(C) Action by an individual acting in the individual's capacity shall not be attributed to an organization with which the individual is associated, provided that the organization neither endorses nor provides financial support for the action and takes reasonable steps to ensure that the individual does not improperly represent that the individual is acting on behalf of the organization.~~

~~(iv) To furnish assistance to a foreign nongovernmental organization means to provide financial support under this grant to the family planning program of the organization, and includes the transfer of funds made available under this grant or goods or services financed with such funds, but does not include the purchase of goods or services from an organization or the participation of an individual in the general training programs of the grantee, subrecipient or sub-subrecipient.~~

(y) ~~To control an organization means the possession of the power to direct or cause the direction of the management and policies of an organization.~~

(11) ~~In determining whether a foreign nongovernmental organization is eligible to be a subrecipient or sub-subrecipient of assistance for family planning under this grant, the action of separate nongovernmental organizations shall not be imputed to the subrecipient or sub-subrecipient, unless, in the judgment of AID, a separate nongovernmental organization is being used as a sham to avoid the restrictions of this paragraph (d). Separate nongovernmental organizations are those that have distinct legal existence in accordance with the laws of the countries in which they are organized. Foreign organizations that are separately organized shall not be considered separate, however, if one is controlled by the other. The grantee may request AID's approval to treat as separate the family planning activities of two or more organizations, which would not be considered separate under the preceding sentence, if the grantee believes, and provides a written justification to AID therefor, that the family planning activities of the organizations are sufficiently distinct as to warrant not imputing the activity of one to the other.~~

(12) ~~Assistance for family planning may be furnished under this grant by a grantee, subrecipient or sub-subrecipient to a foreign government even though the government includes abortion in its family planning program, provided that no assistance may be furnished in support of the abortion activity of the government and any funds transferred to the government shall be placed in a segregated account to ensure that such funds may not be used to support the abortion activity of the government.~~

(13) ~~The requirements of this paragraph are not applicable to family planning assistance furnished to a foreign nongovernmental organization which is engaged primarily in providing health services if the objective of the assistance is to finance integrated health care services to mothers and children and birth spacing or family planning is one of several health care services being provided by the organization as part of an integrated system of health service delivery.~~

(e) ~~The grantee shall insert paragraphs (a), (b), (c), and (e) of this provision in all subsequent subagreements and contracts involving family planning or population activities which will be supported in whole or part from funds under this grant. Paragraph (d) shall be inserted in subagreements and sub-subagreements in accordance with the terms of paragraph (d). The term subagreement means subgrants and subcooperative agreements.~~

~~(END OF STANDARD PROVISION)~~

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19. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (AUGUST 1992)

(This provision is applicable when human subjects are involved in research financed by the grant.)

* (a) Safeguarding the rights and welfare of human subjects involved in research supported by AID is the responsibility of the grantee. It is the policy of AID that no work shall be initiated under any grant for the support of research involving human subjects unless the research is given initial and continuing review and approval by an appropriate committee of the grantee. This review shall assure that (1) the rights and welfare of the individuals involved are adequately protected, (2) the methods used to obtain informed consent are adequate and appropriate, and (3) the risks and potential medical benefits of the investigation are assessed.

(b) The grantee must provide written assurance to AID that it will abide by this policy for all research involving human subjects supported by AID. This assurance shall consist of a written statement of compliance with the requirements regarding initial and continuing review of research involving human subjects and a description of the organization's review committee structure, its review procedures, and the facilities and personnel available to protect the health and safety of human subjects. In addition to providing the assurance, the grantee must also certify to AID for each proposal involving human subjects that its committee has reviewed and approved the proposed research before any work may be initiated.

(c) Since the welfare of the subject individual is a matter of concern to AID as well as to the grantee; AID advisory groups, consultants, and staff may independently review all research involving human subjects, and prohibit research which presents unacceptable hazards. This provision, however, shall not derogate in any manner from the responsibility of the grantee set forth herein.

(d) All of the above provisions apply to any research involving human subjects conducted outside of the United States and, in addition, such overseas research will conform to legal and other requirements governing human research in the country where they are conducted.

(e) In addition to the procedures set forth above, studies with unmarketed drugs will be carried out in accordance with provisions applicable in the country where the study is conducted. In the United States, the regulations of the Food and Drug Administration will be followed and evidence of such compliance provided to AID.

(f) Guidance on procedures to safeguard human subjects involved in research is found in 45 CFR Part 46 as well as the AID-specific regulations in 22 CFR Part 225. Compliance with these procedures, except as modified above, is required. *

(END OF STANDARD PROVISION)

* REVISED

20. CARE OF LABORATORY ANIMALS (NOVEMBER 1985)

(This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the grant.)

(a) Before undertaking performance of any grant involving the use of laboratory animals, the grantee shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The grantee shall furnish evidence of such registration to the grant officer.

(b) The grantee shall acquire animals used in research under this grant only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.

(c) In the care of any live animals used or intended for use in the performance of this grant, the grantee shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The grantee's reports on portions of the grant in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, IAS-HRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The grantee may request registration of the grantee's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the grantee's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, Maryland 20782.

(END OF STANDARD PROVISION)

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:

(1) 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:

(1) 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.

(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.

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

(i) 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.

(ii) 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.

(iii) 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.

(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.

(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)

22. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (NOVEMBER 1985)

(This provision is applicable when title to property is vested in the U.S. Government.)

(a) Property, title to which vests in the Government under this grant whether furnished by the Government or acquired by the grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.

(b) Use of Government Property: Government property shall, unless otherwise provided herein or approved by the grant officer, be used only for the performance of this grant.

(c) Control, Maintenance and Repair of Government Property

(1) The grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the grant officer may prescribe as reasonably necessary for the protection of the Government property.

(2) The grantee shall submit, for review and written approval of the grant officer, a records system for property control and a program for orderly maintenance of Government property; however, if the grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110, the grantee shall furnish the grant officer proof of such approval in lieu of another approval submission.

(3) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of Government property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(ii) The price of each item of property acquired or furnished under this grant.

(iii) The location of each item of property acquired or furnished under this grant.

(iv) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the grant.

(vii) Date of order and receipt of any item acquired or furnished under the grant.

(viii) The official property control records shall be kept in such condition that at any stage of completion of the work under this grant, the status of property acquired or furnished under this grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the grant shall be submitted yearly concurrently with the annual report.

(4) Maintenance Program: The grantee's maintenance program shall be consistent with sound business practice, the terms of the grant, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the grantee's business, or all or substantially all of the grantee's operation at any one plant, laboratory, or separate location in which this grant is being performed;

(ii) Which results from a failure on the part of the grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (a) above, or

(B) to take all reasonable steps to comply with any appropriate written directions of the grant officer under (c) above;

(iii) For which the grantee is otherwise responsible under the express terms designated in the schedule of this grant;

(iv) Which results from a risk expressly required to be insured under some other provision of this grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the grantee's liability under any one exception shall not be limited by any other exception.

(2) The grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the grantee to carry such insurance under any other provision of this grant.

(3) Upon the happening of loss or destruction of or damage to the Government property, the grantee shall notify the grant officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the grant officer a statement of:

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The grantee shall make repairs and renovations of the damaged Government property or take such other action as the grant officer directs.

(5) In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the Government, as directed by the grant officer. The grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the grant officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

(e) Access: The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(f) Final Accounting and Disposition of Government Property: Upon completion of this grant, or at such earlier dates as may be fixed by the grant officer, the grantee shall submit, in a form acceptable to the grant officer, inventory schedules covering all items of Government property not consumed in the performance of this grant or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the grant officer.

(g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

23. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.)

(a) Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the grantee by AID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in the schedule of this grant. All such property shall be under the custody and control of grantee until the owner of title directs otherwise or completion of work under this grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the grant officer may prescribe as reasonably necessary for the protection of the Government property.

(c) The grantee shall prepare and establish a program, to be approved by the appropriate AID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The grantee shall be guided by the following requirements:

(1) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

(ii) The price of each item of property acquired or furnished under this grant.

(iii) The location of each item of property acquired or furnished under this grant.

(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the grant.

(vi) Date of order and receipt of any item acquired or furnished under the grant.

(vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this grant, the status of property acquired or furnished under this grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the grant shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The grantee's maintenance program shall be consistent with sound business practice, the terms of the grant, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The grantee shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the grantee's business, or all or substantially all of the grantee's operation at any one plant, laboratory, or separate location in which this grant is being performed;

(ii) Which results from a failure on the part of the grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or

(B) to take all reasonable steps to comply with any appropriate written directions of the grant officer under (b) above;

(iii) For which the grantee is otherwise responsible under the express terms designated in the schedule of this grant;

(iv) Which results from a risk expressly required to be insured under some other provision of this grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the grantee's liability under any one exception shall not be limited by any other exception.

(2) The grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that AID may have required the grantee to carry such insurance under any other provision of this grant.

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(3) Upon the happening of loss or destruction of or damage to the cooperating country property, the grantee shall notify the grant officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the grant officer a statement of:

(i) The lost, destroyed, or damaged cooperating country property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the cooperating country property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The grantee shall make repairs and renovations of the damaged cooperating country property or take such other action as the grant officer directs.

(5) In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse AID, as directed by the grant officer. The grantee shall do nothing to prejudice AID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the grant officer, shall, at the Government's expense, furnish to AID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

(e) Access: AID, and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.

(f) Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this grant, or at such other date as may be fixed by the grant officer, the grantee shall submit to the grant officer an inventory schedule covering all items of equipment, materials and supplies under the grantee's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this grant. The grantee shall also indicate what disposition has been made of such property.

(g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

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24. COST SHARING (MATCHING) (AUGUST 1992)

(This provision is applicable when the grantee is required to cost share or provide a matching share.)

- * (a) For each year (or funding period) under this grant, the grantee agrees to expend from non-Federal funds an amount at least equal to the amount or percentage of the total expenditures under this grant as specified in the schedule of the grant. The schedule of this grant may also contain restrictions on the application of cost sharing (matching) funds. The schedule takes precedence over the terms of this provision. *
- (b) Eligibility of non-Federal funds applied to satisfy cost sharing (matching) requirements under this grant are set forth below:
 - (1) Charges incurred by the grantee as project costs. Not all charges require cash outlays by the grantee during the project period; examples are depreciation and use charges for buildings and equipment.
 - (2) Project costs financed with cash contributed or donated to the grantee by other non-Federal public agencies (may include public international organizations or foreign governments) and institutions, and private organizations and individuals, and
 - (3) Project costs represented by services and real and personal property, or use thereof, donated by other non-Federal public agencies and institutions, and private organizations and individuals.
- (c) All contributions, both cash and in-kind, shall be accepted as part of the grantee's cost sharing (matching) when such contributions meet all of the following criteria:
 - (1) Are verifiable from the grantee's records;
 - (2) Are not included as contributions for any other Federally assisted program;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;
 - (4) Are types of charges that would be allowable under the applicable Federal cost principles;
 - (5) Are not paid by the Federal Government under another grant or agreement (unless the grant or agreement is authorized by Federal law to be used for cost sharing or matching);

* REVISED

(6) Are provided for in the approved budget when required by AID;
and

(7) Conform to other provisions of this paragraph.

(d) Values for grantee in-kind contributions will be established in accordance with the applicable Federal cost principles.

(e) Specific procedures for the grantee in establishing the value of in-kind contributions from non-Federal third parties are set forth below

(1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program:

(i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the grantee's organization. In those instances in which the required skills are not found in the grantee's organization, rates should be consistent with those paid for similar work in the labor market in which the grantee competes for the type of services involved.

(ii) Volunteers employed by other organizations: When an employer other than the grantee furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs) provided these services are of the same skill for which the employee is normally paid.

(2) Valuation of donated expendable personal property: Donated expendable personal property includes such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost share (match) should be reasonable and should not exceed the market value of the property at the time of the donation.

(3) Valuation of donated nonexpendable personal property, buildings, and land or use thereof:

(i) The method used for charging cost sharing or matching for donated nonexpendable personal property, buildings and land may differ according to the purpose of the grant as follows:

(A) If the purpose of the grant is to assist the grantee in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.

(B) If the purpose of the grant is to support activities that require the use of equipment, buildings, or land; depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for land may be allowed provided that AID has approved the charges.

(11) The value of donated property will be determined in accordance with the usual accounting policies of the grantee with the following qualifications:

(A) Land and buildings: The value of donated land and buildings may not exceed its fair market value, at the time of donation to the grantee as established by an independent appraiser; and certified by a responsible official of the grantee.

(B) Nonexpendable personal property: The value of donated nonexpendable personal property shall not exceed the fair market value of equipment and property of the same age and condition at the time of donation.

(C) Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

(D) Borrowed equipment: The value of borrowed equipment shall not exceed its fair rental value.

(F) The following requirements pertain to the grantee's supporting records for in-kind contributions from non-Federal third parties:

(1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee for its employees.

(2) The basis for determining the valuation for personal services, material, equipment, buildings and land must be documented.

* (g) Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon amount or percentage as set forth in the schedule of the grant.

(h) If at the end of any year (or funding period) hereunder, the grantee has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the difference may be applied to reduce the amount of AID funding the following year (or funding period), or, if this grant has expired or been terminated, the difference shall be refunded to AID. *

* REVISED

(i) Failure to meet the cost sharing (matching) requirements set forth in paragraph (a) above shall be considered sufficient reasons for termination of this grant for cause in accordance with paragraph (a) entitled "For Cause" of the standard provision of this grant entitled "Termination and Suspension".

* (j) The restrictions on the use of AID funds set forth in the standard provisions of this grant are applicable to expenditures incurred with AID funds provided under this grant. Except for the requirements of this standard provision, the restrictions set forth in the standard provisions of this grant are not applicable to costs incurred by the grantee from non-Federal funds. The grantee will account for the AID funds in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records"; however, in the event of disallowances of expenditures from AID grant funds, the grantee may substitute expenditures made with funds provided from non-Federal sources, provided they are eligible in accordance with all the standard provisions of this grant.

(k) Notwithstanding paragraph (c) of the standard provision of this grant entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from AID grant funds provided hereunder, the grantee may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph (b) of this provision. *

(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:

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(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)

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

* 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)(i), (ii) and (iii) 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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ATTACHMENT 4

SPECIAL PROVISION

Entitled

RESTRICTIONS ON LOBBYING

RESTRICTIONS ON LOBBYING

Subpart A - General

Sec.

- 227.100 Conditions on use of funds.
- 227.105 Definitions.
- 227.110 Certification and Disclosure.

Subpart B - Activities by Own Employees

- 227.200 Agency and legislative liaison.
- 227.205 Professional and technical services.
- 227.210 Reporting.

Subpart C - Activities by Other than Own Employees

- 227.300 Professional and technical services.

Subpart D - Penalties and Enforcement

- 227.400 Penalties.
- 227.405 Penalty procedures.
- 227.410 Enforcement.

Appendix A to Part 227 - Certification Regarding Lobbying
Appendix B to Part 227 - Disclosure Form to Report Lobbying

Authority: Section 319, Public Law 101-121 (31 U.S.C. 1352); [citation to Agency rulemaking authority].

Cross reference: See also Office of Management and Budget notice published at 54 FR 523-6. December 20, 1989.

§ 227.100 Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in Appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form, set forth in Appendix B, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in Appendix A, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in Appendix B, if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

§ 227.105 Definitions.

For purposes of this part:

(a) Agency, as defined in 5 U.S.C. § 52(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. § 101(i).

(b) Covered Federal action means any of the following Federal actions:

- (1) The awarding of any Federal contract;
(2) The making of any Federal grant;
(3) The making of any Federal loan;
(4) The entering into of any cooperative agreement; and
(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. Loan guarantees and loan insurance are addressed independently within this part.

(c) Federal contract means an acquisition contract awarded by an agency, including those subject to the Federal Acquisition Regulation (FAR), and any other acquisition contract for real or personal property or services not subject to the FAR.

(d) Federal cooperative agreement means a cooperative agreement entered into by an agency.

(e) Federal grant means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government or a direct appropriation made by law to any person. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, loan insurance, interest subsidies, insurance, or direct United States cash assistance to an individual.

(f) Federal loan means a loan made by an agency. The term does not include loan guarantee or loan insurance.

(g) Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

(h) Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(i) Loan guarantee and loan insurance mean an agency's guarantee or insurance of a loan made by a person.

(j) Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

(k) Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;

(2) A member of the uniformed services as defined in section 101(i), title 37, U.S. Code;

(3) A special Government employee as defined in section 202, title 18, U.S. Code; and

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

(l) Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(m) Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(n) Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(o) Recipient includes all contractors, subcontractors at any tier, and sub grantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(p) Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement or a commitment providing for the United States to insure or guarantee a loan, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, cooperative agreement, loan insurance commitment, or loan guarantee commitment. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(q) State means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

§ 227.110 Certification and Disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
(2) A sub grant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or
(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (a) shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required a award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either Subpart B or C.

§ 27.200 Agency and legislative liaison.

(a) The prohibition on the use of appropriated funds, in § 227.100(a), does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph (a) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph (a) of this section, the following agencies and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by this section are allowable under this section.

§ 27.205 Professional and technical services.

(a) The prohibition on the use of appropriated funds, in § 227.100(a), does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement or an extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract, grant, loan, or cooperative agreement or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan, or cooperative agreement.

(b) For purposes of paragraph (a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by this section are allowable under this section.

§ 27.210 Reporting.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

Subpart C - Activities by Other than Own Employees

§ 227.300 Professional and technical services.

(a) The prohibition on the use of appropriated funds, in § 227.100 (a), does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract, grant, loan, or cooperative agreement or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan, or cooperative agreement.

(b) The reporting requirements in § 227.110 (a) and (b) regarding filing a disclosure form by each person, if required, shall not apply with respect to professional or technical services rendered directly in the preparation, submission, or negotiation of any commitment providing for the United States to insure or guarantee a loan.

(c) For purposes of paragraph (a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(d) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(e) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(f) Only those services expressly authorized by this section are allowable under this section.

Subpart D - Penalties and Enforcement

§ 227.400 Penalties.

(a) Any person who makes an expenditure prohibited herein shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(b) Any person who fails to file or amend the disclosure form (see Appendix B) to be filed or amended if required herein, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) A filing or amended filing on or after the date on which an administrative action for the imposition of a civil penalty is commenced does not prevent the imposition of such civil penalty for a failure occurring before that date. An administrative action is commenced with respect to a failure when an investigating official determines in writing to commence an investigation of an allegation of such failure.

(d) In determining whether to impose a civil penalty, and the amount of any such penalty, by reason of a violation by any person, the agency shall consider the nature, circumstances, extent, and gravity of the violation, the effect on the ability of such person to continue in business, any prior violations by such person, the degree of culpability of such person, the ability of the person to pay the penalty, and such other matters as may be appropriate.

(e) First offenders under paragraphs (a) or (b) of this section shall be subject to a civil penalty of \$10,000, absent aggravating circumstances. Second and subsequent offenses by persons shall be subject to an appropriate civil penalty between \$10,000 and \$100,000, as determined by the agency head or his or her designee.

(f) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

§ 227.405 Penalty procedures.

Agencies shall impose and collect civil penalties pursuant to the provisions of the Program Fraud and Civil Remedies Act, 31 U.S.C. sections 3803 (except subsection (c)), 3804, 3805, 3806, 3807, 3808, and 3812, insofar as these provisions are not inconsistent with the requirements herein.

§ 227.410 Enforcement.

The head of each agency shall take such actions as are necessary to ensure that the provisions herein are vigorously implemented and enforced in that agency.

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Appendix A to Part 227 - Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix B to Part 227 - Disclosure Form to Report Lobbying.
[See attached.]

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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ATTACHMENT 5

A.I.D. ELIGIBILITY RULES FOR GOODS AND COMMODITIES, COMMODITY-RELATED SERVICES, AND FOR SUPPLIERS OF GOODS AND SERVICES
(OTHER THAN COMMODITY-RELATED SERVICES)

**A.I.D. ELIGIBILITY RULES FOR GOODS AND COMMODITIES, COMMODITY-RELATED SERVICES,
AND FOR SUPPLIERS OF GOODS AND SERVICES (OTHER THAN COMMODITY-RELATED SERVICES) 1/**

A. GOODS AND COMMODITIES

If the proposed purchase/procurement transaction exceeds \$5,000 excluding transportation costs, to be eligible for A.I.D. financing, all goods and commodities must have their source and origin (see paragraphs A.1. and A.2. below) in a country included in the Authorized Geographic Code (see paragraph D. below), must meet A.I.D. componentry requirements (see paragraph A.3. below), and must meet other A.I.D. commodity eligibility requirements as set forth in paragraph A.4. below.

A.1. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

A.2. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity.

A.3. "Components" are the goods which go directly into the production of a produced commodity. A.I.D. componentry rules for commodities of eligible source and origin are as follows:

A.3.(a) If the commodity contains no imported components, it meets A.I.D.'s componentry requirements.

A.3.(b) If the commodity contains components imported from countries included in Geographic Code 935 (see paragraph D. below) which are not included in the Authorized Geographic Code (see paragraph D. below), the components are limited according to the following rules:

A.3.(b)(1) They are limited only if they are acquired by the producer in the form in which they were imported.

A.3.(b)(2) The total cost of such components to the producer of the commodity (delivered at the point of production of the commodity) may not exceed 50 percent of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the producer makes the product available for export sale (whether or not financed by A.I.D.).

A.3.(b)(3) Components from the cooperating country may be used in unlimited amounts whenever any geographic code other than 000 (see paragraph D. below) is authorized.

A.3.(c) Any component from a non-Free World country (see paragraph D. below) makes the commodity ineligible for A.I.D. financing.

1/ When this Attachment is used for cooperative agreements, the following terms apply: "Grantee" means "Recipient," "Grant" means "Cooperative Agreement," and "A.I.D. Grant Officer" means "A.I.D. Agreement Officer."

A.4. Other commodity eligibility requirements. In addition to the eligibility of commodity-related services (see paragraph B. below), the commodities themselves shall be rendered ineligible for A.I.D. financing (regardless of whether the cost of such commodity-related services are financed by A.I.D.) if:

A.4.(a) The commodities are shipped by a transportation medium owned, operated, or under the control of any country not included in Geographic Code 935 (see paragraph D. below); or

A.4.(b) The commodities are shipped on a vessel which A.I.D. has designated as ineligible; or

A.4.(c) The cooperating country discriminates against any marine insurance company authorized to do business in any state of the United States (Note: a foreign-owned insurance company licensed by any State to do business in the United States are treated the same as comparable U.S.-owned insurance companies), and all A.I.D.-financed goods and commodities are not then insured with U.S. insurance companies; or

A.4.(d) The goods or commodities are shipped under an ocean or air charter without the prior written approval of the A.I.D. Grant Officer.

B. COMMODITY-RELATED SERVICES

To be eligible for A.I.D. financing, all commodity-related services must meet A.I.D.'s eligibility requirements, as follows:

B.1. Ocean Transportation. The eligibility of ocean transportation services is determined by the flag registry of the vessel, which must be within the Authorized Geographic Code (see paragraph D. below). However, if a Geographic Code other than 000 (United States) is authorized for ocean transportation, at least 50 percent of the gross tonnage of all goods and commodities purchased and transported on ocean vessels to the cooperating country must still be transported on, and at least 50 percent of the gross freight revenues generated by shipments of goods and commodities purchased and transported to the cooperating country on dry cargo liners must still be paid to or for the benefit of, privately owned U.S.-Flag commercial vessels to the extent that such vessels are available, with preference given to direct U.S.-Flag service over U.S.-Flag service with foreign-flag feeder service (Note: A.I.D. must determine the nonavailability of U.S.-Flag vessels). In no event will ocean transportation be financed on flag vessels of countries not included in Geographic Code 935 (see paragraph A.4.[a] above and paragraph D. below).

B.2. Dead Freight. Transportation costs attributable to dead freight are not eligible for A.I.D. financing.

B.3. Despatch and Demurrage. If the delivery costs are financed beyond the port of loading, all despatch earned at the port of unloading must be refunded to A.I.D. Demurrage costs are ineligible for A.I.D. financing.

B.4. Air Transportation. The eligibility of air travel and transportation services is determined by the flag registry of the aircraft. U.S.-Flag air carriers must be used when available (see the Standard Provision of the Grant entitled "Air Travel and Transportation"). If U.S.-Flag air carriers are not available, foreign-flag air carriers may be used, provided that the Grantee's invoices certify that U.S.-Flag air carriers were not available (with supporting reasons). In no event shall air travel be financed on air carriers registered in countries not included in Geographic Code 935 (see paragraph A.4.[a] above and paragraph D. below).

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B.5. 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 office located in that country. To be eligible for A.I.D. financing, marine insurance must be placed in a country included in the Authorized Geographic Code (see paragraph D. below), except that if Geographic Code 941 is authorized, the cooperating country is also eligible (however, see also paragraph A.4.(c) above). Citizens or firms of any country not included in Geographic Code 935 (see paragraph D. below) are ineligible as suppliers of marine insurance.

B.6. Other Delivery Services. No special eligibility requirements pertain to other delivery services (such as export packing, loading, commodity inspection services, and services of a freight forwarder) except that citizens or firms of any country not included in Geographic Code 935 (see paragraph D. below) are ineligible as suppliers of delivery services, and non-U.S. citizens lawfully admitted for permanent residence in the U.S. are eligible regardless of their citizenship.

B.7. Incidental Services. Incidental services are defined as installation or erection of A.I.D.-financed equipment or the training of personnel in the maintenance, operation, and use of such equipment. No special eligibility requirements pertain to incidental services except that citizens or firms of any country not included in Geographic Code 935 (see paragraph D. below) are ineligible as suppliers of incidental services, and non-U.S. citizens lawfully admitted for permanent residence in the U.S. are eligible regardless of their citizenship.

C. SUPPLIER NATIONALITY

To be eligible for A.I.D. financing, the nationality of all suppliers of goods or services (other than commodity-related services) must meet A.I.D.'s supplier nationality requirements, as follows:

C.1. Suppliers of Services (Other Than Commodity-Related Services)

C.1.(a) Except as specified in paragraphs C.1.(e), C.1.(f), C.1.(g), and C.1.(h) below, a privately-owned commercial (i.e., for profit) corporation or partnership supplying services must be incorporated or legally organized under the laws of a country or area included in the authorized geographic code (see paragraph D. below); must have its principal place of business in a country or area included in the authorized geographic code (see paragraph D. below); and must meet the criteria set forth in either paragraphs C.1.(a)(1) or C.1.(a)(2) below.

C.1.(a)(1) The corporation or partnership is more than 50% beneficially owned by individuals who are citizens of a country or area included in the authorized geographic code (see paragraph D. below) and non-U.S. citizens lawfully admitted for permanent residence in the United States. In the case of corporations, "more than 50% beneficially owned" means that more than 50% of each class of stock is owned by such individuals; in the case of partnerships, "more than 50% beneficially owned" means that more than 50% of each category of partnership interest (e.g., general, limited) is owned by such individuals. With respect to stock or interest held by companies, funds, or institutions, the ultimate beneficial ownership by individuals is controlling; or

C.1.(a)(2) The corporation or partnership:

C.1.(a)(2)(A) Has been incorporated or legally organized in the United States for more than 3 years prior to the issuance date of the solicitation for the goods or services; and

C.1.(a)(2)(B) Has performed within the United States similar administrative and technical, professional, or construction services under a contract or contracts for services, and derived revenue therefrom, in each of the 3 years prior to the date described in the preceding paragraph; and

C.1.(a)(2)(C) Employs United States citizens and non-U.S. citizens lawfully admitted for permanent residence in the United States in more than half its permanent full-time positions in the United States; and

C.1.(a)(2)(D) Has the existing capability or can provide the necessary resources in the United States to perform the contract.

C.1.(b) Except as specified in paragraphs C.1.(e), C.1.(f), C.1.(g), and C.1.(h) below, a nonprofit organization (e.g., educational institutions, foundations, and associations) supplying services must meet all the criteria in paragraphs C.1.(b)(1), C.1.(b)(2), and C.1.(b)(3) below. NOTE: International Agricultural Research Centers and such other international research centers as may be, from time to time, formally listed as such by the Assistant Administrator of the A.I.D. Bureau for Research and Development (AA/R&D), are considered to be of U.S. nationality

C.1.(b)(1) The nonprofit organization must be organized under the laws of a country or area included in the authorized geographic code (see paragraph D. below); and

C.1.(b)(2) The nonprofit organization must be controlled and managed by a governing body, a majority of whose members are citizens of countries or areas included in the authorized geographic code (see paragraph D. below); and

C.1.(b)(3) The nonprofit organization must have its principal facilities and offices in a country or area included in the authorized geographic code (see paragraph D. below).

C.1.(c) Except as specified in paragraphs C.1.(e), C.1.(f), C.1.(g), and C.1.(h) below, an individual supplying services must be a citizen of, and have his/her principal place of business in, a country or area included in the authorized geographic code (see paragraph D. below); or, must be a non-U.S. citizen lawfully admitted for permanent residence in the United States and have his/her principal place of business in the United States. The foregoing nationality provision for an individual supplying services does not apply to the employees or consultants of the Grantee or supplier, but all Grantee or supplier employees or consultants engaged in providing services must be citizens of countries included in Geographic Code 935 (see paragraph D. below), or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as specified in paragraph C.1.(f) below.

C.1.(d) Except as specified in paragraphs C.1.(e), C.1.(f), C.1.(g), and C.1.(h) below, a joint venture or unincorporated association supplying services must consist entirely of individuals, corporations, partnerships, or nonprofit organizations which are eligible under paragraphs C.1.(a), C.1.(b), or C.1.(c) above, or paragraph C.1.(e) below.

C.1.(e) A government owned organization supplying services, 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 for A.I.D. financing as suppliers of services, except as the Grant Officer may otherwise agree in writing.

C.1.(f) Notwithstanding paragraph C.1.(c) above, if the contractor on an A.I.D. financed construction project is a U.S. firm providing construction services, at least half of the supervisors and other specified key personnel working at the project site must be citizens or permanent legal residents of the United States.

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C.1.(g) Notwithstanding any of the foregoing, a Geographic Code 941 (see paragraph D. below) supplier of construction or engineering services must be specifically approved in advance by the Grant Officer.

C.1.(h) A foreign-owned local supplier of construction services (i.e., where a local corporation or partnership does not meet the test in paragraph C.1.(a)[1] above for eligibility based on ownership by citizens of the cooperating country) is eligible for A.I.D. financing if: (1) the cooperating country is included in the authorized geographic code (see paragraph D. below) for services; (2) the estimated cost of the construction services is \$5 million or less; and (3) the foreign-owned local supplier of construction services is a corporation or partnership determined by A.I.D. to be an integral part of the local economy (such A.I.D. determination is contingent on first ascertaining that no U.S. construction company with the required capability is currently operating in the cooperating country, or, if there is such a company, that it is not interested in bidding for the proposed construction contract). A foreign-owned local supplier of construction services is an integral part of the local economy provided:

C.1.(h)(1) It has done business in the cooperating country on a continuing basis for not less than three years prior to the issuance date for the solicitation (i.e., invitation for bids, request for proposals);

C.1.(h)(2) It has a demonstrated capability to undertake the proposed activity;

C.1.(h)(3) All, or substantially all, of its directors of local operations, senior staff, and operating personnel are resident in the cooperating country;

C.1.(h)(4) Most of its operating equipment and physical plant are in the cooperating country.

C.2. Suppliers of Goods and Commodities

C.2.(a) A supplier of goods and commodities must meet any one of the criteria in subparagraphs C.2.(a)(1), C.2.(a)(2), C.2.(a)(3), or C.2.(a)(4) below.

C.2.(a)(1) The supplier must be an individual who is a citizen or, except as provided in paragraph C.2.(b) below, a legal resident of a country or area included in the authorized geographic code (see paragraph D. below); or

C.2.(a)(2) The supplier must be a corporation or partnership organized under the laws of, and with a place of business in, a country or area included in the authorized geographic code (see paragraph D. below); or

C.2.(a)(3) The supplier must be a controlled foreign corporation, i.e., any foreign corporation of which more than 50 percent of the total combined voting power of all classes of stock is owned by United States shareholders within the meaning of Section 957 et seq. of the Internal Revenue Code (26 USC 957); or

C.2.(a)(4) The supplier must be a joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which are eligible under any of the foregoing criteria.

C.2.(b) Citizens of any country or area, or firms or organizations located in, organized under the laws of, or owned in any part by citizens or organizations of, any country or area not included in Geographic Code 935 (see paragraph D. below) are ineligible for financing by A.I.D. as suppliers of goods or commodities, or as agents in connection with the supply of goods or commodities, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible, as individuals or owners, regardless of their citizenship.

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C.2.(c) A government owned organization supplying goods or commodities, 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 for A.I.D. financing as suppliers of goods or commodities, except as the Grant Officer may otherwise agree in writing.

C.3. Certification Requirements

A duly authorized officer of a supplier shall certify that the supplier meets either the requirements of paragraphs C.1.(a)(1), C.1.(a)(2), C.1.(b), or C.2. above. In the case of corporations, the certifying officer shall be the corporate secretary. With respect to paragraphs C.1.(a)(1) and C.2. above, citizenship may be presumed on the basis of the stockholder's record address, provided that the certifying official knows of no fact, regarding any stockholder (including any corporate fund or institutional stockholder) whose holdings are material to the supplier's eligibility, which might rebut that presumption. The supplier's certification above includes the supplier's certification that it has no knowledge of any fact which might rebut the foregoing presumption.

D. AUTHORIZED GEOGRAPHIC CODES

Unless specified otherwise in Section 1G. of this Grant, the authorized geographic code is "000" (United States). The definition of relevant geographic codes is included as Attachment 5-A hereto.

000 UNITED STATES

899 FREE WORLD

Any area or country in the Free World* excluding the cooperating country itself.

935 SPECIAL FREE WORLD

Any area or country in the Free World*, including the cooperating country itself.

941 SELECTED FREE WORLD

Any independent country in the Free World*, excluding the cooperating country itself and the following:

Europe		Other	
Albania	Lithuania	Angola	Kyrgyzstan
Andorra	Luxembourg	Australia	Mongolia
Armenia	Malta	Bahamas	New Zealand
Austria	Moldova	Bahrain	Qatar
Azerbaijan	Monaco	Canada	Saudi Arabia
Belgium	Netherlands	Cyprus	Singapore
Bulgaria	Norway	Gabon	South Africa
Cyprus	Poland	Greece	Taiwan
Czechoslovakia	Portugal	Hong Kong	Tajikistan
Denmark	Romania	Iceland	Turkmenistan
Estonia	Russia	Japan	United Arab
Finland	San Marino	Kazakhstan	Emirates
France	Spain	Kuwait	Uzbekistan
Georgia	Sweden		
Germany	Switzerland		
Hungary	Ukraine		
Ireland	United Kingdom		
Italy	Vatican City		
Latvia	Yugoslavia		
Liechtenstein			

*"Free World" excludes the following areas or countries:

Afghanistan, Cambodia, Cuba, Iran, Iraq, Laos, Libya, North Korea, People's Republic of China, Syria, and Viet Nam.

1425 TWENTY-FIRST STREET, N.W., WASHINGTON, D.C. 20523

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

Page 1 of 3 Pages

1. Cooperating Country: **Worldwide**

2. PIO/T No.: **936-5730 2692328**

3. PIO/T Amend No.: **Original**

4. Project/Activity No. and Title: **936-5730 CDDP-N00 Renewable Energy Applications and Training (USECRE)**

5. Appropriation Symbol(s): **72-1131021.1**

6. Budget Plan Code(s): **DDVA-93-16963-IG11 (341-36-099-01-20-31)**

7. Pro Ag No. or Project Authorization: **PAF signed R&D/E&I, 5/18/93**

8. Obligation Status: Administrative Reservation Implementing Document

9. Project Assistance Completion Date (Month, Day, Year): **9/30/95**

10. Authorized Agent: **FA/OP/BYLA**

11. Type of Action and Governing Authority: **[B]**

12. Contract/Grant/Cooperative Agreement/Reference Number (if this PIO/T is for an order or a modification to an award):

13. A.I.D. Funding (Attach a detailed schedule in support of column (2) as Attachment A.)

	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
A. Dollars		4,438,908		4,438,908
B. U.S.-Owned Local Currency				0

15. Instructions to Authorized Agent: **FA/OP/BYLA is requested to award a cooperative agreement with the U.S. Export Council for Renewable Energy, P.O. Box 10095, Arlington, VA 22210-9998, (202-408-0665). Period of performance: 8/31/93-8/30/95.**

This PIO/T is one of two being used for the procurement action; the other is **FA/OP/BYLA 936-5730 3692329** for \$271,000.

ACT: *[Signature]*

MANAGEMENT

4/28/93

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

17. Clearances - Include typed name, title, 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/EE, Ross Pumphrey, Date: **4/16/93** Phone No: 875-4694

B. The statement of work or program description is available within the purview of the project officer and the agency programs.

Signature: R&D/EE, Alberto Serrano, Date: **4/16/93**

C. Signature: *[Signature]* Date: **4/16/93**

D. Funds for the services requested are available.

Signature: FA/FM/A/NPA, Rose Anderson, Date: **4/20/93**

E. Signature: R&D/PO, Garland Stoddard, Date: **4/20/93**

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

Signatures: _____ Title: _____ Date: _____

19. For the Agency for International Development:

Signature: *[Signature]* Title: **Chief, Program Division, R&D/PO** Date: **4/27/93**

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 (50 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.



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PIO/T No. 936-5730	
20. Special Provisions	
A. Language Requirements (specify) (Include funds in budget for testing, as required.) N/A	
D. Access to classified information <input type="checkbox"/> will <input checked="" type="checkbox"/> will not be required by technical specialists. (Indicate level)	
C. Duty post(s) and duration of technical specialist(s) services at post(s) (months): Various	D. Dependents' travel and support <input type="checkbox"/> will <input checked="" type="checkbox"/> will not be funded by A.I.D. except in the case of long-term assignments
E. Geographic code applicable to procurement under this PIO/T is: (If other than authorized in Project Authorization, attach waiver(s)) <input checked="" type="checkbox"/> 1. 000 <input type="checkbox"/> 3. 935 <input type="checkbox"/> 5. Other (specify) <input type="checkbox"/> 2. 899 <input type="checkbox"/> 4. 941	
F. Salary approval(s) to exceed FS-1 salary ceiling are: <input type="checkbox"/> 1. attached <input type="checkbox"/> 2. in process <input checked="" type="checkbox"/> 3. N/A	G. Cooperating country acceptance of this project: <input type="checkbox"/> 1. has been obtained <input type="checkbox"/> 2. is in process <input checked="" type="checkbox"/> 3. is not applicable to services required by PIO/T
H. Justification for use of external resources for advisory and assistance services is: <input type="checkbox"/> 1. attached <input checked="" type="checkbox"/> 2. N/A	I. clearance for procurement of ADP equipment, software, and services is: <input type="checkbox"/> 1. attached <input type="checkbox"/> 2. in process <input checked="" type="checkbox"/> 3. N/A
J. OMB approval of any report to be completed by ten or more members of the general public under the statement of work is: <input type="checkbox"/> 1. attached <input type="checkbox"/> 2. in process <input checked="" type="checkbox"/> 3. N/A	
K. Participant Training <input type="checkbox"/> is <input checked="" type="checkbox"/> is not being funded as part of this PIO/T. (If so, attach Budget Estimate Worksheet, Form AID 1382-10)	
L. Requirement (contracts only) is recommended for: <input type="checkbox"/> 1. small-business set-aside <input type="checkbox"/> 2. SBA 8(a) program <input type="checkbox"/> 3. disadvantaged-enterprise set-aside <input checked="" type="checkbox"/> 4. No recommendation	
M. Other (specify)	

21. Provisions for Logistic Support	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER	N/A
	A.I.D.	COOPERATING COUNTRY	A.I.D.	COOPERATING COUNTRY		
A. Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain in C. "Comments")						
(1) Office Space					X	
(2) Office Equipment					X	
(3) Housing and Utilities					X	
(4) Furniture					X	
(5) Household Appliances (Stoves,Refrig., etc.)					X	
(6) Transportation in Cooperating Country					X	
(7) Transportation To and From Country					X	
(8) Interpreter Services/Secretarial					X	
(9) Medical Facilities (Health Room)					X	
(10) Vehicles (official)					X	
(11) Travel Arrangements/Tickets					X	
(12) Nightwatchman for Living Quarters						X
(13)						
(14)						
(15)						
(16)						

B. Additional Facilities Available From Other Sources: <input type="checkbox"/> 1. Diplomatic Pouch <input type="checkbox"/> 2. PX <input type="checkbox"/> 3. Commissary <input type="checkbox"/> 4. Other (specify, e.g., duty free entry, tax exemptions)
C. Comments:

PIO/T No.
936-5730

22. Relationship of Contractor, Recipient, or Participating Agency to Cooperating Country and to A.I.D.

A. Relationships and Responsibilities:

B. Cooperating Country Liaison Officials:

C. A.I.D. Liaison Officials:
R&D/E&I, Ross Pumfrey
R&D/E&I, Shirley Toth
Room 508 SA-18

23. Background Information (additional information useful to authorized agent)

24. Summary of attachments that accompany the PIO/T (check applicable boxes)

- A. Detailed budget estimate in support of increased funding (Block 13)
- B. Evaluation criteria for competitive procurement
- C. Justification for procurement by other than full and open competition or noncompetitive assistance
- D. Statement of work or program description
- E. Waiver(s), justification(s), clearance(s), certification(s), approval(s) (specify number)

25. Distribution of PIO/T

Project Implementation Order/Technical Services (PIO/T)

BACKGROUND

Renewable energy systems are in most cases environmentally benign and sustainable alternatives to conventional energy systems, with regard both to local environmental impacts and global impacts such as global warming. Recognizing this, the Office of Energy and Infrastructure has promoted renewable energy projects since the inception of the office in 1978. In the Office's current portfolio, the **Renewable Energy Applications and Training (REAT)** Project is one of two mechanisms for implementing activities in this area.

In the *Foreign Operations, Export Financing, and Related Programs Appropriations Bill, 1993* (H.R. 5368), Congress asked USAID to continue implementing the *Global Warming Initiative* by working "to reduce emissions of greenhouse gases through strategies consistent with continued economic development, such as ... [several categories are listed] renewable energy development."

Also in this bill Congress directed USAID to expend \$15 million on renewable energy. HAC report language directed this earmark at Mission budgets, but with the expectation of "project development and design assistance from the Office of Energy."

Finally, in this bill Congress asked USAID to target assistance at several categories, including support for the Committee on Renewable Energy Commerce and Trade (CORECT, a federal inter-agency committee of which USAID is a member), at the Environmental Technology Export Council, and at the International Fund for Renewable Energy and Efficiency. R&D/E&I has traditionally provided all Agency assistance in these areas, mainly through the REAT project.

In the accompanying committee reports, Congress made additional references to R&D/E&I. For example, the HAC report stated that "The Office will serve a critical role as a source of expertise in developing expanding programs for ... renewable energy."

Because U.S. renewable energy industries are in general the most advanced in the world, R&D/E&I has attempted to engage that expertise in the pursuit of development in USAID-assisted countries. To gain access to the broadest possible network of U.S. industry, R&D/E&I has had a cooperative agreement with the *U.S. Export Council for Renewable Energy (US/ECRE)*. US/ECRE is a not-for-profit coalition of the nine U.S. renewable energy trade associations, offering expertise as well as goods and services pertaining to solar, wind, geothermal, hydroelectric, and biomass energy.

US/ECRE works to promote international trade and investment in renewable energy equipment and services. Its purpose is to provide potential customers -- both public and private -- with current and authoritative technical, economic, and financial information about

commercial renewable energy products and services provided by U.S. firms. A primary goal is the promotion of renewable energy technologies in developing countries both for centralized grids and for decentralized applications in agriculture, health, communications, and other off-grid or rural electrification purposes.

Under the existing agreement with R&D/E&I, US/ECRE has conducted activities in several categories pursuant to this goal:

- Establishing (with co-funding from DOE, EPA, and the Rockefeller Foundation) the International Fund for Renewable Energy and Efficiency, which has made conditional loans to companies for preinvestment studies on particular projects;
- Helping to establish overseas Renewable Energy Project Support Offices (REPSOs);
- Establishing (with co-funding from the U.S. Department of Energy) the Renewable Energy for African Development (REFAD) program;
- Hosting meetings between U.S. and developing-country decision-makers (public and private sector) to promote the use of renewable technologies and develop strategies;
- Preparing and distributing educational materials, both in print and video form;
- Co-funding reconnaissance missions by U.S. industry to selected countries based on pre-established development needs and opportunities specific to a particular renewable energy category.

A majority of the country-specific work has been targetted at countries identified by USAID as "key" countries for the Agency's Global Warming Initiative. Also, US/ECRE is the lead private sector counterpart to the inter-agency CORECT committee mentioned above, so these activities have related directly to that additional Congressional directive.

ARTICLE I - TITLE

Project: Renewable Energy Applications and Training (REAT)
 Number: 936-5730

ARTICLE II - OBJECTIVE

The objective of this PIO/T is to establish a two-year Cooperative Agreement with the U.S. Export Council for Renewable Energy (US/ECRE) as a means of providing financial and technical assistance that satisfy the Agency's and Congress's intentions regarding the application of renewable energy technologies. This agreement would

renew and expand the Office of Energy and Infrastructure's on-going involvement with US/ECRE. By expanding the level of cooperation, the Office expects to increase its capacity to promote the use of U.S. expertise and technology in meeting development needs. Direct benefits to USAID include access to U.S. industry teams of experts to conduct technical, economic, and financial analyses of potential renewable energy projects.

The Office anticipates substantial cooperation between the Agency and US/ECRE with regard to development of a strategy and planned activities, based on past experience and the newly proposed activities presented herein.

The Agreement will benefit both USAID and US/ECRE. USAID will benefit by having rapid access to U.S. industry resources to provide technical and economic information to A.I.D. project officers in Washington and in the field, and to share with host country officials. The involvement of the Agency will enhance US/ECRE's cooperative agreement with the Department of Commerce and its use of grant funds from the U.S. Department of Energy by providing international and development dimensions that those other collaborations might otherwise lack.

ARTICLE III - STATEMENT OF WORK

General Provisions

This Cooperative Agreement between USAID and US/ECRE is intended to support and help expand US/ECRE's activities in renewable energy training, information dissemination, and international trade of goods and services. A number of specific activities that have already been defined are outlined in US/ECRE's proposal to R&D/E&I (see attachment).

Efforts carried out under this agreement will focus on applications and regions (within USAID-Assisted Countries) where U.S. renewable energy technology can support local development goals in an economic and environmentally sustainable manner.

This agreement will support the expansion of US/ECRE's international activities in renewable energy education, training, market analysis, outreach, and technology transfer. US/ECRE will work collaboratively to identify potential renewable energy applications that serve explicit economic and social development goals of both USAID and US/ECRE's constituent industries.

Both cooperating institutions will contribute resources to the expansion of activities intended to broaden the economic applications of renewable energy technologies in developing countries.

R&D/E&I will have substantial involvement in decisions regarding activities funded by the Office under this agreement:

- o The R&D/EI Project Officer or his designee is to be kept fully informed about any management issues that are significant to the success of these activities
- o The R&D/E&I Project Officer and US/ECRE will make explicit agreements on the general categories of activities to be supported and the criteria to be used in determining discrete activities that get funded in each category, and the R&D/E&I Project Officer will be given the opportunity to approve the plans and deliverables for those discrete activities
- o All travel on R&D/EI funds and subcontracts under this Cooperative Agreement must be approved in advance by the R&D/E Project Officer or his designee, and it is understood that travel to USAID-assisted countries requires the additional approval of appropriate regional bureaus or Missions (the procedures pertinent to this approval are described in R&D/E&I Standard Operating Procedures, which R&D/E&I will provide to US/ECRE)
- o Cooperation with other USAID projects (R&D/E&I and Mission) will be fostered whenever possible and appropriate

It is understood and expected that US/ECRE will continue to seek and provide funding from other sources for activities unrelated to this Cooperative Agreement; and US/ECRE will provide financial support or in-kind services for activities under this Cooperative Agreement as arranged between the R&D/EI Project Manager and US/ECRE.

Activities Under the Cooperative Agreement

The attached proposal will constitute the scope of activities to be undertaken within the provisions of this Cooperative Agreement.

US/ECRE has proposed a range of activities that stem from programs supported by R&D/E&I under previous Cooperative Agreements. These programs are consistent with the goals of R&D/E&I. The Office's renewable energy program is organized around three focal areas: (A) Site-Specific Project Development and Implementation; (B) Market Development; and (C) Strategic Assessment, Planning Assistance, and Program Design. The activities proposed by US/ECRE for consideration under this Cooperative Agreement are also organized according to the categories.

The activities outlined in the attached proposal fit with the Congressional mandate for USAID to increase its efforts in renewable energy. Therefore R&D/E&I is in agreement with the proposal and submits it as the Statement of Work for this Cooperative Agreement.

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ARTICLE IV - REPORTS

US/ECRE is directed to account for expenditures and activities carried out under this Cooperative Agreement by providing the following reports to the R&D/E&I Project Officer according to the schedule indicated below:

1. Trip Reports: Staff or consultants of US/ECRE or its member organizations who travel internationally or domestically to carry out Cooperative Agreement-related activities and using funds supplied by USAID will submit trip reports to the R&D/E&I Project Manager within five working days of their return.
2. Weekly Reports: A brief (8-10 line) report will be submitted each week to the designated R&D/E&I Weekly Report Coordinator describing a recent or imminent newsworthy activity, accomplishment, or event of interest that is associated with the implementation of this Cooperative Agreement.
3. Special Monthly Update on Mexico Activities: US/ECRE will provide a short (half-page) monthly update to the R&D/EI Project Officer or his designate describing on-going activities in Mexico for inclusion in the Mexico Update circular.
4. Quarterly: Quarterly reports describing progress on goals and accomplishments of this Cooperative Agreement and a summary of budget activity will be submitted to the R&D/E&I Project Manager within 10 days following the end of each reporting period. Reporting periods will be identified by the R&D/E&I Project Officer and the USAID contracts office.
5. Annually: A comprehensive annual report, detailing financial expenditures and accomplishments for the year, will be prepared by US/ECRE according to an outline to be agreed upon in advance by the R&D/E&I Project Manager and the project director for the contractor.
6. Program Plan: Two months before the beginning of each fiscal year US/ECRE will submit a general summary of activities, with accompanying budgets, proposed to be funded by that next fiscal year's R&D/E&I budget. This will begin the planning process and provide information for R&D/EI's published Program Plan. It is understood that modifications of that plan can be made, with approval, during the subsequent year.
7. Portfolio Review: At least twice a year, US/ECRE will submit, upon request, information for the Office's Portfolio Review. An example is attached.
8. Miscellaneous Reports: Periodically, US/ECRE may be called upon to furnish additional information in order for the Office to

respond to various requests by the Agency (e.g., reports on spending by country).

9. Final Report: At the termination of this Cooperative Agreement US/ECRE will submit a Final Report to include summaries of all project accomplishments, activities, and sub-projects, statistical summaries, internal evaluations, and a final financial statement summarizing the full period of this Cooperative Agreement.

Technical Reports, Publications, and Videos

All technical reports, publications, and videos that are produced under this Cooperative Agreement should conform to and be submitted according to the following criteria and conditions (exceptions, such as for preinvestments studies containing information considered proprietary, must be agreed to explicitly by the Project Officer).

The contractor shall provide at least five hard copies of all technical reports, publications, and videos to the R&D/E&I Project Officer or other designated R&D/E&I staff person. An electronic copy will also be provided, on disk, to the R&D/E&I Project Officer, which will adhere to the following software criteria:

- (a) DISK FORMAT - DOS 3.31 on 5¼ inch disks, double sided, double density;
- (b) WORDPERFECT 5.1 - for word processing;
- (c) Dbase III+ - for databases;
- (d) LOTUS 1-2-3 - for program plan spreadsheets; and
- (e) Harvard Graphics or LOTUS 1-2-3 - for charts, graphs, etc.

Each disk should be labeled with the specific software used (WP 5.1, Dbase, LOTUS 1-2-3, or Harvard Graphics), file name and extension, date prepared, and drafter.

All technical reports and publications, unless otherwise specified, will be provided in accordance with R&D/E&I format (which is described in R&D/E&I's Standard Operating Procedures, which will be provided to US/ECRE).

Other Report Format Requirements - A.I.D. shall be prominently acknowledged on all publications, videos, or other information media products funded or partially funded through this Cooperative Agreement and the publication shall carry the following paragraph.

"This publication was made possible through support provided by the Office of Energy and Infrastructure, Bureau for Research and Development, U.S. Agency for International Development, under the terms of Cooperative Agreement 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."

The title page of all R&D/E&I reports prepared by the grantee under this agreement shall contain a descriptive title, the author(s) name(s) as appropriate, the project name and number, the contractor's name and the contract number, the Office name, and the or issuance date of the report.

Whenever appropriate, books, pamphlets or other publications intended for general readership will be marked with the A.I.D. logo and/or the legend "U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT." These should appear either at the top or at the bottom of the front cover, or, if more suitable, on the first inside title page. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance to the A.I.D. designations.

ARTICLE V - RELATIONSHIPS AND RESPONSIBILITIES

The R&D/E&I Project Officer or his designee will be substantially involved with US/ECRE in the activities outlined in this Cooperative Agreement.

ARTICLE VI - PERFORMANCE PERIOD

This Cooperative Agreement covers the period beginning 31st August 1993 and ending 30th August 1995.

ARTICLE VII - WORK DAYS ORDERED

See attached proposal.

ARTICLE VIII - ILLUSTRATIVE BUDGET

<u>Budget Categories</u>	<u>B u d g e t</u>			<u>A m o u n t s</u>
	<u>FY93 TOTAL</u>	<u>FY94 TOTAL</u>	<u>FY95 TOTAL</u>	<u>PROPOSAL TOTAL</u>
Pre-investment Awards	\$560,000	\$572,000	\$527,500	\$1,659,500
Consultants/Subcontracts	\$1,458,900	\$664,000	\$72,000	\$2,194,900
Direct Labor	\$521,050	\$75,000	\$20,000	\$616,050
Travel & Direct Expenses	\$489,300	\$57,000	\$25,000	\$571,300
Equipment	\$22,000	\$25,500	-	\$47,500
Trade Assoc. Allocations	\$450,000	-	-	\$450,000
Accounting & Audit	\$30,000	\$15,000	\$15,000	\$60,000
Rent	\$20,000	\$20,000	\$20,000	\$60,000
Printing	\$22,179	\$5,000	\$5,000	\$32,179
Legal Services	\$11,000	\$5,000	\$5,000	\$21,000
G&A	\$729,750	\$283,500	\$170,500	\$1,183,750
Management Fee	\$125,000	\$50,000	\$25,000	\$200,000
ANNUAL TOTAL	\$4,439,179	\$1,772,000	\$885,000	_____
PROPOSAL TOTAL				\$7,096,179

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US/ECRE

UNITED STATES EXPORT COUNCIL FOR RENEWABLE ENERGY P.O. BOX 10095 ARLINGTON, VA 22210-9998 202 408 0665
FAX: 202 408 8536
MCI MAIL: USECRE

**US/ECRE
MEMBER ASSOCIATIONS:**

March 10, 1993

*American Wind
Energy Association*

*National Geothermal
Association*

*National Hydro Power
Association*

*National Wood Energy
Association*

*Renewable Fuels
Association*

*Solar Energy
Industries Association*

*Volunteers
in Technical Assistance*

Wood Heating Alliance

AFFILIATED TRADE CONSORTIA:

*Environmental Technology
Export Council*

*Industry Council for
Energy Efficiency*

U.S. Biomass Industries Council

TO: Ross Pumfrey
U.S. Agency for International Development
Office of Energy and Infrastructure
Bureau for Research and Development

FR: Scott Sklar
Executive Director

RE: FY'93 - 95 (Three Year) Cooperative Agreement

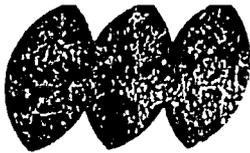
Attached is the three-year, \$7,096,179 US/ECRE proposal for the FY'93-95 Cooperative Agreement between the Agency of International Development/Office of Energy and Infrastructure and US/ECRE.

In this proposal, US/ECRE outlines the three programmatic thrusts of this agreement and 15 activities or subprojects within these three areas. It describes the tasks that we propose to complete in this fiscal year under these multi-year activities. The activity manager, budget breakdown and statement of deliverables are provided with each activity description.

Please feel free to contact me with any questions or concerns.

Thank you.

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US/ECRE

UNITED STATES EXPORT COUNCIL FOR RENEWABLE ENERGY PO BOX 10095 ARLINGTON, VA 22210-9998 202 408 0665
FAX: 202 408 8536
MCI MAIL: USECRE

**PROPOSED SCOPE OF WORK
FOR ADDITIONAL FUNDING**

**US/ECRE
MEMBER ASSOCIATIONS:**

*American Wind
Energy Association*

*National Geothermal
Association*

*National Hydropower
Association*

*National Wood Energy
Association*

*Renewable Fuels
Association*

*Solar Energy
Industries Association*

*Volunteers
in Technical Assistance*

Wood Heating Alliance

AFFILIATED TRADE CONSORTIA:

*Environmental Technology
Export Council*

*Industry Council for
Energy Efficiency*

U.S. Biomass Industries Council

**SUBMITTED TO
THE OFFICE OF ENERGY AND INFRASTRUCTURE
BUREAU FOR RESEARCH AND DEVELOPMENT**

**BY
THE U.S. EXPORT COUNCIL FOR RENEWABLE ENERGY**

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Background

The U.S. Export Council for Renewable Energy (US/ECRE) and the U.S. Agency for International Development (A.I.D.) have been participating in Cooperative Agreement No. DHR-5730-A-00-0086-00 since August 31, 1990. This agreement expires on December 31, 1993.

This is a request by US/ECRE to begin a new three-year cooperative agreement with the A.I.D. Office of Energy and Infrastructure. US/ECRE requests the first year funding to be \$4,439,179.

Funding at this level will allow US/ECRE to continue and expand the important projects currently underway, and to increase our efforts in education and training. During the three years of the above-mentioned agreement, there have been a number of significant accomplishments.

- * Establishment of the International Fund for Renewable Energy and Energy Efficiency (IFREE). IFREE has evaluated pre-feasibility project funding and awarded funding to U.S. companies which met the AID-imposed IFREE funding criteria.
- * Production of several publications, documents and videos, including the reprinting of "Renewable Energy in Agriculture and Health" and a video by Enersol and Associates on the use of renewable energy in the Dominican republic and "The Power of Wind" by the American Wind Energy Association (AWEA).
- * Establishment and continued development of Renewable Energy Project Support Offices (REPSO's) by Winrock International. continued development of the VITASAT communications network by Volunteers in Technical Assistance (VITA).
- * Establishment and development of an anemometer loan program and continued support for the annual Wind Energy Applications and Training Symposium (WEATS) sponsored by the American Wind Energy Association (AWEA).
- * Hosting several reverse trade missions and conferences. Two reverse trade missions brought key officials to Los Angeles in 1991 for education and training meetings with U.S. industry and supporting US/ECRE by sending industry leaders and officials to Brazil for the United Nations Conference on Environment and Development (UNCED) in June, 1992.

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- * Establishment of the Renewable Energy for African Development (REFAD), a program to aggregate renewable energy activities on a sustainable basis on the contract.
- * additional education and training programs with a wide variety of projects by the U.S. renewable energy trade associations, including the establishment of a Center for Renewable Energy & Sustainable Technology (CREST) to orient overseas decisionmakers to U.S. renewable energy, energy efficiency, environmental technologies and services.

The increased demand for information and project development activities in developing countries has prompted the continuation and expansion of the proposed programs. US/AID funds will be used along with funding from other agencies and industry to support these important projects. A list of our planned projects and activities are detailed in the following proposal:

PROPOSAL

The activities US/ECRE proposes under its Cooperative Agreement with the Office of Energy and Infrastructure (R&D/EI) aim to fulfill the planned accomplishments of R&D/EI within the three focal areas of its renewable energy program: A) Site-Specific Project Development and Implementation; B) Market Development; and C) Strategic Assessment, Planning Assistance and Program Design. A few activities have components that fall under more than one of these areas. In these cases the introductory description of the activity is presented where the activity first appears.

A) Site-Specific Project Development and Implementation

The single most important objective of these activities is to catalyze specific commercial renewable energy projects in A.I.D.-assisted countries. These real-world commercial demonstrations (in contrast to simple technical demonstrations) are intended to kick-start larger and sustainable markets.

Activity 1: International Fund for Renewable Energy and Energy Efficiency (IFREE) Pre-Investment Feasibility Studies

Area of Activity: International Programs
 US/ECRE Manager: Scott Sklar
 Deliverable: 25 Cost-Shared Prefeasibility Studies

<u>BUDGET</u>	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
Pre-investment Awards	\$ 560,000	572,000	527,500
G&A	<u>140,000</u>	<u>143,000</u>	<u>130,000</u>
Amount Requested:	\$ 700,000	715,000	657,500

Activity Description:

This task allows IFREE to continue sharing in the cost of pre-investment activities for specific commercial projects that apply renewable energy technologies in developing countries.

IFREE's purpose is to foster environmentally sound energy projects in the countries of the developing world. As a result, IFREE's assumption in pursuing these activities is the anticipation that efficient utilization of these resources will be achieved only through a learning process extended over a number of funding cycles. The current programs reflect, to the best of our ability, both the foreseeable course of IFREE's efforts and its focus.

With FY'91 and FY'92 funding, IFREE has set up offices, hired staff, established a board of directors, developed a funding criteria, printed an organizational description brochure and solicited, judged and awarded prefeasibility funding to worthy industry-proposed studies.

Activity 2: Winrock International/REPSO Missions

Area of Activity: International Programs
 Deliverable: New REPSO's and Final Report
 US/ECRE Manager: Randy Swisher

<u>BUDGET</u>	<u>FY 1993</u>	<u>FY 1994</u>
Consultants/Subcontracts	\$ 365,000	374,000
Direct Labor	50,000	50,000
Travel and Direct Expenses	25,000	25,000
Equipment	22,000	25,500
G&A	<u>47,000</u>	<u>50,000</u>
Total Requested:	\$ 509,000	524,500

Activity Description:

With FY'91 and FY'92 funding, Winrock International was able to establish Renewable Energy Project Support Offices (REPSO's) in Costa Rica and Indonesia. The Costa Rican REPSO has already granted awards to promising projects.

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Previous funding also allowed for the establishment of Winrock's Program in Renewable Energy and the Environment in 1990 to improve rural life while supporting environmentally responsive use of natural resources.

FY'93 funding will permit the expansion of additional REPSO's, especially in the Latin America region where opportunities have shown such expansion to be worthwhile.

Activity 3: Renewable Energy for African Development
(REFAD) Project Support

Area of Activity: International Programs
Deliverable: Report
US/ECRE Manager: Ken Sheinkopf

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$115,000
G&A	<u>35,000</u>
Total Requested:	\$150,000

Activity Description:

Renewable Energy for Africa Development (REFAD) is a collaborative effort between US/ECRE, VITA, US/AID, DOE and other federal agencies which seeks to create a broad-based coalition of both industrialized and African agencies to promote the use of renewable energy technologies on a sustainable basis. In Africa, the project will involve a wide range of public and private sector representatives including regional governmental organizations, local non-governmental organizations, commercial industry, village cooperatives, financial institutions and research and technical facilities.

It is the ultimate goal of REFAD is to establish commercially viable, renewable energy 'demonstration' projects on the ground in a number of African nations.

The primary tasks under this activity will be to:

- * facilitate pre-feasibility studies of promising renewable energy enterprises;
- * install community-based commercially operative, renewable energy demonstration enterprises in several African countries,
- * provide training and technical support in association with these demonstrations.

Activity 4: **American Wind Energy Association
 Anemometer Loan Program**

Area of Activity: International Programs
 Deliverable: Anemometer Loan Program Deployment and Final
 Report
 US/ECRE Manager: Randy Swisher

<u>BUDGET</u>	<u>FY 1993</u>
Direct Labor	\$ 103,850
Travel	15,000
Direct Expenses	15,000
G&A	33,500
Total Requested:	\$ 167,350

Activity Description:

These funds will support AWEA's Anemometer Loan Program, an AWEA-administered resource assessment assistance program to countries where wind resource data is limited. The program requires co-funding by the host country and will help identify the potential for wind development and begin training in-country professionals.

Equipment is purchased to set up wind speed monitoring programs with training in the country to develop local abilities in erecting instruments, collecting and analyzing data.

	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
BUDGET SUBTOTAL (SECTION A):	\$ 1,526,350	1,239,500	657,500
Management fee	43,750	35,000	20,000
SECTION A. TOTAL:	\$ 1,570,100	1,274,500	677,500

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B) Market Development

Decision makers in developing countries need up-to-date, reliable data on the cost and performance of renewable energy technologies in various applications. Considerable information exists but is scattered throughout the U.S. renewable energy industry and among users of renewable energy technologies in developing countries. Through these activities US/ECRE will compile this valuable information from the varied sources and provide opportunities or vehicles for exchanging and distributing comprehensive knowledge.

A combination of publications and media productions are used to address the role of renewables in development and spreads information. Workshops, conferences, trade missions, and reverse trade missions establish dialogues among developing world users and between U.S. industry and public and private sector counterparts in A.I.D.-assisted countries.

Activity 5: Renewable Energy Training Institute (RETI)

Area of Activity: International Programs
 Deliverable: Training Programs (less than 1 week)
 and Final Report
 US/ECRE Manager: Scott Sklar

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 95,000
Direct Labor	20,000
Travel	10,000
Direct Expenses	7,000
G&A	<u>33,000</u>
Total Requested:	\$ 165,000

Activity Description:

US/ECRE proposes to develop a business plan for a Renewable Energy Training Institute (RETI). RETI will be industry driven and organized with an industry-based board of directors. RETI will act as a training resource identification, a quality verification agency and a brokerage operation to incorporate U.S. industry experts in the US/AID Office of Energy and multilateral training programs.

US/ECRE will sponsor and coordinate the establishment of RETI.

Activity 6 : Center for Renewable Energy
and Sustainable Technology (CREST)

Area of Activity: International Programs
Deliverable: Training Program Start-Up and Final Report
US/ECRE Manager: Scott Sklar

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 155,000
Direct Labor	30,000
Travel	15,000
Direct Expenses	5,000
G&A	<u>50,000</u>
Total Requested:	\$ 255,000

Activity Description:

US/ECRE requests additional funding for the Center for Renewable Energy and Sustainable Technology (CREST). FY'92 funding provided for the initial year of the CREST lease and solicitation and receipt of co-funding by The Rockefeller Foundation, D.C. Energy Office, Sandia and Oakridge National Laboratories, and the Environmental Protection Agency. FY'93 funding will permit the full establishment of CREST to serve as a training center for international procurement and policy decision makers and will have limited access by the general public.

After orientation training at the Center, technical visitors will be sent to IIEC, Florida Solar Energy Center, Alternative Energy Institute or Sandia National Laboratory Design Assistance Center for further training. Overseas Policymakers will be sent on site visits to U.S. installations or manufacturing facilities.

Activity 7: Volunteers in Technical Assistance VITASAT Program

Area of Activity: International Programs
Deliverable: Deployment of Eight VITASAT Ground Stations
and Final Report
US/ECRE Manager: Rick Sellers

<u>BUDGET</u>	<u>FY 1993</u>
Direct Labor	\$ 156,250
Travel	62,500
Direct Expenses	62,500
G&A	<u>93,750</u>
Total Requested:	\$ 375,000

Activity Description:

VITA's primary concern has been to facilitate technology transfer to developing countries through rapid and low-cost dissemination of information. Through the VITASAT program, people in remote areas

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of the world will be enabled to become members of an international nonprofit network exchanging technical information in energy, environment, health, education, disaster and other applications.

FY'93 funding will continue support of the VITASAT communications low-orbit satellite network. This will build upon efforts begun during the FY'91 and FY'92 funding cycles. FY'93 funding will also allow VITA to expand the existing ground station network to the US/ECRE overseas offices on a competition basis to several US/AID missions, and in five priority countries where the renewable energy market is expanding, such as Mexico, Guatemala, Indonesia, the Philippines and Botswana, as well as at CREST. An additional \$100,000 will support VITA's renewable energy in Africa program to link REFAD development organizations.

Activity 8: Mexico Conference

Area of Activity: International Programs
 Deliverable: Conference and Final Report
 US/ECRE Manager: Rick Sellers

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 55,000
Travel	70,000
Direct Labor	20,000
Direct Expenses	5,000
G&A	<u>25,000</u>
Total Requested:	\$175,000

Activity Description:

US/ECRE proposes to coordinate the development of a renewable energy conference in Mexico. The conference will attempt to link U.S. industry with their Mexican industry counterparts. US/ECRE will seek travel funding by TDA and additional program funding by DOE. Project coordination will involve the following steps:

1. Identification and research of conference site.
2. Development of program and coordination of speakers.
3. Coordination of trade show exhibitors.
4. Development and distribution of conference brochures.
5. Coordination and facilitation of conference onsite.

Activity 9: **International Tariff Identification Study**

Area of Activity: International Programs
 Deliverable: Document Study
 US/ECRE Manager: Kevin Rackstraw

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 32,500
Travel	2,500
Direct Labor	2,500
Direct Expenses	2,500
G&A	<u>10,000</u>
Total Requested:	\$ 50,000

Activity Description:

US/ECRE proposes to develop a study of international tariff structures and tariff procedures. The study will identify tariff structures in developing countries, related trade laws and procedures for customs and/or additional duties relating to renewable energy equipment. The information will be compiled and presented in both hard copy and database form.

Activity 10: **U.S. Renewable Energy Installation Tour**

Area of Activity: International Programs
 Deliverable: Meetings and Tour Reports
 US/ECRE Manager: Scott Sklar

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 71,400
Direct Labor	14,300
Travel	9,000
Direct Expenses	5,300
G&A	<u>25,000</u>
Total Requested:	\$ 125,000

Activity Description:

US/ECRE proposes to bring in senior foreign diplomats, energy ministers, regional governmental organization representatives and industry individuals to tour U.S. renewable energy installations as part of regional market aggregation activities in Central America, Africa, Asia and the Former Soviet Union.

Activity 11: **U.S. Trade Association Allocation**

Area of Activity: International Programs
Deliverable: Report
US/ECRE Manager: Scott Sklar
US/ECRE Trade Association Allocation FY 1993
(6 groups x \$75,000) \$ 450,000
Total Requested: \$ 450,000

Activity Description:

US/ECRE will make available up to \$75,000 to the American Wind Energy Association (AWEA), National Association of Energy Service Companies (NAESCO), National Geothermal Association (NGA), National Hydropower Association (NHA), National Wood Energy Association (NWEA) and the Solar Energy Industries Association (SEIA) for international projects promoting market development and renewable energy applications.

Each project will be submitted to the A.I.D. Office of Energy and Infrastructure for approval before release of funds.

Activity 12: **American Wind Energy Association (AWEA)'s
Wind Energy Applications and Training Symposium (WEATS)**

Area of Activity: International Programs
Deliverable: Conference and Report
US/ECRE Manager: Randy Swisher

<u>BUDGET</u>	<u>FY 1993</u>
Direct Labor	\$ 51,150
Travel	10,000
Direct Expenses	10,000
G&A	16,500
Total Requested:	\$ 87,650

Activity Description:

This task funds the 1993 Wind Energy Applications and Training Symposium (WEATS) Conference to be held July 6-10, 1993 in Amarillo, TX and San Francisco, CA. The WEATS Conference is designed to bring foreign private sector and governmental decision makers to the U.S. for exposure to U.S. wind energy technologies, industry members and sources of support from U.S. and multilateral institutions. Seminars and workshops are held in resource assessment, project economics, finance and technological developments.

	<u>FY 1993</u>
BUDGET SUBTOTAL (SECTION B):	\$ 1,682,650
Management fee:	48,750
SECTION B. TOTAL:	\$ 1,731,400

C) Strategic Assessment, Planning Assistance and Program Design

In addition to the technical and financial information about markets and available technical systems, a strategic framework is needed to guide the introduction and effective adoption of new technology. Based on this framework, specific program designs and workplans must be developed to ensure successful implementation. Activities in this section support these programmatic activities and related dialogue involving policy-makers, the donor community, and financial institutions.

Activity 13: International Fund for Renewable Energy and Energy Efficiency (IFREE) Strategic Planning Program

Area of Activity: International Programs
 US/ECRE Manager: Scott Sklar
 Deliverable: 5 Collaborative Development Bank Assistance Activities (India, Brazil, Central America, Mexico, Indonesia)

<u>BUDGET</u>	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
Consultants and Subcontracts	\$ 370,000	290,000	
Direct Labor	48,000	25,000	10,000
Travel	45,000	17,000	5,000
Accounting and audit	30,000	15,000	15,000
Direct Expenses	30,000	15,000	10,000
Rent	20,000	20,000	20,000
Printing	17,179	5,000	5,000
Legal Services	11,000	5,000	5,000
G&A	<u>143,000</u>	<u>90,500</u>	<u>17,500</u>
Amount Requested:	\$ 714,179	482,500	87,500

Activity Description:

This task allows IFREE to assist financial institutions and government leaders to develop strategies and long-term plans for integrating renewable and efficient energy technologies into their investment portfolios and development plans. It entails working with host country and international lending institutions and development agencies to devise coordinated strategies and implementation plans. Discussions regarding policy reforms may also be pursued as appropriate.

Activity 14: Central American Development Strategy

Area of Activity: International Programs
 Deliverable: Strategy Documents, Meetings
 US/ECRE Manager: Patrick D'Addario

<u>BUDGET</u>	<u>FY 1993</u>
Consultants/Subcontracts	\$ 135,000
Travel	20,000
Direct Labor	15,000
Direct Expenses	15,000
G&A	<u>65,000</u>
Total Requested:	\$ 250,000

Activity Description:

US/ECRE proposes to develop the conceptual framework for a comprehensive Central American development strategy utilizing renewable technologies. The strategy will identify potential sites and implement a plan for a US/ECRE base of operations in Central America.

Further, the strategy will develop a plan for a unified effort between US/ECRE, AID, National Rural Electrification Cooperative Association (NRECA), the local energy ministries and the development organizations working in the region.

US/ECRE will hold a series of meetings within the region to validate the strategy and build a consensus for multi/year activity.

Activity 15: Renewable Energy for African Development (REFAD)
Strategic Assessments/Planning

Area of Activity: International Programs
 Deliverable: Report
 US/ECRE Manager: Ken Sheinkopf

<u>BUDGET</u>	<u>FY 1993</u>
Travel	30,000
Direct Expenses	10,000
Printing	5,000
G&A	<u>5,000</u>
Total Requested:	\$ 50,000

Activity Description:

Initial tasks under this REFAD activity will include:

- * identifying African governments and in-country private sector organizations that are ready to support sustainable energy programs;

- * reviewing resource assessments and undertaking economic reviews;
- * linking African entrepreneurs with U.S. industry partners;
- * conducting training and design assistance;
- * facilitating and leveraging multilateral funding.

Activity 16: Winrock International/Program Design Service

Area of Activity: International Programs
 Deliverable: New REPSO's and Final Report
 US/ECRE Manager: Randy Swisher

<u>BUDGET</u>	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
Consultants/Subcontracts	\$ 65,000		72,000
Direct Labor	10,000		10,000
Travel and Direct Expenses	8,000		10,000
G&A	8,000		23,000
Total Requested:	\$ 91,000		115,000

Activity Description:

FY'93-95 funding for this activity will be used to assist USAID Missions to develop strategies and to design renewable energy programs.

	<u>FY 1993</u>	<u>FY 1994</u>	<u>FY 1995</u>
BUDGET SUBTOTAL (SECTION C):	\$ 1,105,179	487,500	202,500
Management fee:	32,500	15,000	5,000
SECTION C. TOTAL:	\$ 1,137,679	502,500	207,500

ANNUAL TOTAL:	\$ 4,439,179	\$ 1,772,000	885,000
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THREE-YEAR COOPERATIVE AGREEMENT TOTAL: \$ 7,096,179

MEMORANDUM

April 21, 1993

TO: FA/OP/B/LA, Jay Bergman

FROM: R&D/E&I, James B. Sullivan



SUBJECT: Justification for Non-Competitive Award of Cooperative Agreement to the U.S. Export Council for Renewable Energy (US/ECRE)

This is to request that the U.S. Export Council for Renewable Energy be considered as the sole source in the award of follow on assistance in the form of a two-year Cooperative Agreement with the Office of Energy and Infrastructure. This request is justified under the provisions in Sections 2B3b and 2B3d of the USAID Handbook 13.

Continued assistance is appropriate in response to recent legislation, in which Congress further expanded A.I.D.'s mandate to support the commercial introduction and diffusion of renewable energy technologies in key countries, many of which are important A.I.D. countries. In order to augment its renewable energy program and to catalyze commercially sustainable renewable energy projects in host countries, the Office of Energy and Infrastructure proposes to expand its capabilities through use of the U.S. Export Council for Renewable Energy's (US/ECRE) unique and extensive network of U.S. renewable energy industries.

US/ECRE is a unique, not-for-profit coalition of the nine renewable energy trade associations representing goods and services in wind energy, photovoltaics, solar thermal energy and power systems, solar heating and cooling, geothermal energy, hydropower, and biomass energy conversion. As discussed in the attached Cooperative Agreement, US/ECRE will provide important new resources to A.I.D. through internal staff, industry contacts and resources, additional resources provided by the U.S. Department of Commerce and the U.S. Department of Energy, and through subcontracts and consulting agreements. These include special capabilities in education, training, renewable energy project identification and assessment, and project facilitation.

The Cooperative Agreement is based on a proposal developed by US/ECRE. The Office of Energy and Infrastructure wishes to award a two-year Cooperative Agreement to US/ECRE under A.I.D.'s Renewable Energy Applications and Training (REAT) project. This project is currently scheduled for completion at the end of FY95. The total R&D/E&I funding obligation to US/ECRE during this period would be \$7,096,179.

It is requested that you consider only the U.S. Export Council for Renewable Energy for the subject Cooperative Agreement. The purpose of this Cooperative Agreement between A.I.D. and the U.S. Export Council for Renewable Energy is to support and help expand US/ECRE's activities in renewable energy training, information dissemination, and international trade for those regions and applications where U.S. renewable energy technology can support local development goals in an economic and environmentally sustainable manner.

Identification by U.S. industry of potential applications of renewable energy technology in A.I.D. host countries will benefit directly from expanded interaction with local A.I.D. mission and by A.I.D. assistance in obtaining access to key host country government and private sector institutions. A.I.D. will benefit directly by having U.S. industry teams of experts in the field to conduct technical, economic, and financial analysis of potential renewable energy projects.

The cooperating institutions will both contribute resources to the expansion of activities intended to broaden the economic applications of renewable energy technologies in developing countries. US/ECRE presently has a Cooperative Agreement with the U.S. Department of Commerce and a grant from the U.S. Department of Energy. The proposed Cooperative Agreement with A.I.D. will enhance the use of these funds by providing an international dimension to US/ECRE's capabilities and services that is presently quite limited.

Sole Source Justification

Because of the special and unique nature of US/ECRE and their proposed activities, as well as the high quality of their past and current cooperation with the Office, I recommend that no competition is appropriate. Hence, I apply for waiver of this requirement. The reasons are in line with the exceptions listed in A.I.D. Handbook 13:2B3b and d, which reads as follows:

2B3b) Assistance awards for which one recipient is considered to have exclusive or predominant capability, based on experience, specialized facilities or technical competence, or based on an existing relationship with the cooperating country or beneficiaries; and

2B3d) Follow on assistance awards intended to continue or further develop an existing assistance relationship.

Previous A.I.D. Experience with US/ECRE

The Office of Energy has been working both formally and informally with US/ECRE for several years. US/ECRE has been efficient, financially responsible, and highly effective in organizing and implementing reverse trade missions, field missions to A.I.D. host countries (with A.I.D. participation in the teams), and in production of renewable energy brochures highlighting A.I.D. development-focused activities in the renewable energy field. Many of the services provided to A.I.D. have been at no cost or at costs well below those that would have to be charged by for-profit companies or even national laboratories.

Recommendations

For the above reasons, the Office of Energy recommends that the Office of Procurement award a new two-year Cooperative Agreement to the U.S. Export Council on Renewable Energy without consideration of other sources. To the best of our knowledge this activity has not been conducted by any other A.I.D. office.

Clearances:

R&D/E&I: Ross Pumfrey

RP

Date

4/21/93

R&D/E&I: Shirley Toth

[Signature]

Date

4/21/93

R&D/PO: John Bierke

Date

R&D/E&I/RSSA:D.Lowe:dl:4/20/93

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

1. Cooperating Country Worldwide	2. PIO/T No. 936-5730 3692328	3. PIO/T Amend No. 1
4. Project/Activity No. and Title 936-5730 C1D1 NCG Renewable Energy Applications and Training (USECRE)	5. Appropriation Symbol(s) 72-1131021.3	6. Budget Plan Code(s) DDVA-93-16963-IG11 (341-36-099-01-20-31)
7. Pro Ag No. or Project Authorization Date PAF signed R&D/E&I, 6/18/92	8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	
9. Project Assistance Completion Date (Month, Day, Year) 9/30/95	10. Authorized Agent FA/OP/B/LA	
11. Type of Action and Governing A.I.D. Handbook [B] A. A.I.D. Contract (HB14) C. PASA/RSSA (HB 12) B. A.I.D. Grant or Cooperative Agreement (HB 13) D. Other	12. Contract/Grant/Cooperative Agreement/ Reference Number (if this PIO/T is for an order or a modification to an award)	

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	4,438,908	919		4,439,827
B. U.S.-Owned Local Currency				0

14. Mission References

15. Instructions to Authorized Agent FA/OP/B/LA is requested to add incremental funding for \$919 to a cooperative agreement with the U.S. Export Council for Renewable Energy, P.O. Box 10095, Arlington, VA 22210-9998, (202-408-0665). Period of Performance: 8/31/93-8/30/95.

FA/FM/A/NPA & PA
OFFICE OF FINANCIAL MANAGEMENT

ACTION: *Ross*

DATE: 6/1/93 INITIALED RA

16. Address of Voucher Paying Office Agency for International Development, FA/FM/CMP/DC
Room 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/E&I, Ross Pumfrey <u><i>Ross Pumfrey</i></u> Date: <u>5/20/93</u> Phone No: 875-4694	B. The statement of work on program description lies within the purview of the initiating office and approved agency programs.
Signature: R&D/E&I, Alberto Sabadell Date: <u>5/20/93</u>	C. Signature: R&D/E&I Shirley Toth <u><i>Shirley Toth</i></u> Date: <u>5/20/93</u>
D. Funds for the services requested are available	E. Signature: R&D/PO, Garland Standrod <u><i>915</i></u> Date: <u>7/1/93</u>

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

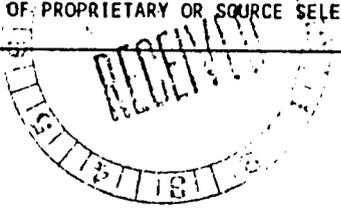
Signature: _____ Title: _____ Date: _____

19. For the Agency for International Development:

Signature: *Elizabeth Roche* Title: Chief, Program Division, R&D/PO Date: 5/26/93

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.



PIO/T No. 936-5730	
20. Special Provisions	
A. Language Requirements (specify) (Include funds in budget for testing, as required.) N/A	
B. Access to classified information <input type="checkbox"/> will <input checked="" type="checkbox"/> will not be required by technical specialists. (Indicate level)	
C. Duty post(s) and duration of technical specialist(s) services at post(s) (months): Various	D. Dependents' travel and support <input type="checkbox"/> will <input checked="" type="checkbox"/> will not be funded by A.I.D. except in the cost of long-term assignments
E. Geographic code applicable to procurement under this PIO/T is: (If other than authorized in Project Authorization, attach waiver(s)) <input checked="" type="checkbox"/> 1. 000 <input type="checkbox"/> 3. 935 <input type="checkbox"/> 5. Other (specify) <input type="checkbox"/> 2. 899 <input type="checkbox"/> 4. 941	
F. Salary approval(s) to exceed FS-1 salary ceiling are: <input type="checkbox"/> 1. attached <input type="checkbox"/> 2. in process <input checked="" type="checkbox"/> 3. N/A	G. Cooperating country acceptance of this project: <input type="checkbox"/> 1. has been obtained <input type="checkbox"/> 2. is in process <input checked="" type="checkbox"/> 3. is not applicable to services required by PIO/T
H. Justification for use of external resources for advisory and assistance services is: <input type="checkbox"/> 1. attached <input checked="" type="checkbox"/> 2. N/A	I. clearance for procurement of ADP equipment, software, and services is: <input type="checkbox"/> 1. attached <input type="checkbox"/> 2. in process <input checked="" type="checkbox"/> 3. N/A
J. OMB approval of any report to be completed by ten or more members of the general public under the statement of work is: <input type="checkbox"/> 1. attached <input type="checkbox"/> 2. in process <input checked="" type="checkbox"/> 3. N/A	
K. Participant Training <input type="checkbox"/> is <input checked="" type="checkbox"/> is not being funded as part of this PIO/T. (If so, attach Budget Estimate Worksheet, Form AID 1382-10)	
L. Requirement (contracts only) is recommended for: <input type="checkbox"/> 1. small-business set-aside <input type="checkbox"/> 2. SBA 8(a) program <input type="checkbox"/> 3. disadvantaged-enterprise set-aside <input checked="" type="checkbox"/> 4. No recommendation	
M. Other (specify)	

21. Provisions for Logistic Support	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER	N/A
	A.I.D.	COOPERATING COUNTRY	A.I.D.	COOPERATING COUNTRY		
A. Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain in C. "Comments")						
(1) Office Space					X	
(2) Office Equipment					X	
(3) Housing and Utilities					X	
(4) Furniture					X	
(5) Household Appliances (Stoves, Refrig., etc.)					X	
(6) Transportation in Cooperating Country					X	
(7) Transportation To and From Country					X	
(8) Interpreter Services/Secretarial					X	
(9) Medical Facilities (Health Room)					X	
(10) Vehicles (official)					X	
(11) Travel Arrangements/Tickets					X	
(12) Nightwatchman for Living Quarters						X
(13)						
(14)						
(15)						
(16)						

B. Additional Facilities Available From Other Sources: <input type="checkbox"/> 1. Diplomatic Pouch <input type="checkbox"/> 2. PX <input type="checkbox"/> 3. Commissary <input type="checkbox"/> 4. Other (specify, e.g., duty free entry, tax exemptions)
C. Comments:

PIO/T No.
936-5730

22. Relationship of Contractor, Recipient, or Participating Agency to Cooperating Country and to A.I.D.

A. Relationships and Responsibilities:

B. Cooperating Country Liaison Officials:

C. A.I.D. Liaison Officials:
R&D/E&I, Ross Pumfrey
R&D/E&I, Shirley Toth
Room 508 SA-18

23. Background Information (additional information useful to authorized agent)

24. Summary of attachments that accompany the PIO/T (check applicable boxes)

- A. Detailed budget estimate in support of increased funding (Block 13)
- B. Evaluation criteria for competitive procurement
- C. Justification for procurement by other than full and open competition or noncompetitive assistance
- D. Statement of work or program description
- E. Waiver(s), justification(s), clearance(s), certification(s), approval(s) (specify number)

25. Distribution of PIO/T

USECRE PIPELINE ANALYSIS

	R&D/E&I
Total Obligations to date	0.00
Expenditures and Accruals	0.00
Funds Available for Exp	0.00
Budget	4440098.00
Funds available in contract	0.00
Funds required PIO/Ts (3)	4438908.00
	271.00
	919.00
Total	4440098.00
Total price of contract	**
Total Obligations	0.00
Remaining contractual obligation authority	0.00

** Cooperative agreement being negotiated

Lotus:USECRE
5/17/93

ARTICLE VIII - ILLUSTRATIVE BUDGET

<u>Budget Categories</u>	<u>B u d g e t</u>			<u>A m o u n t s</u>
	<u>FY93 TOTAL</u>	<u>FY94 TOTAL</u>	<u>FY95 TOTAL</u>	<u>PROPOSAL TOTAL</u>
Pre-investment Awards	\$560,000	\$572,000	\$527,500	\$1,659,500
Consultants/Subcontracts	\$1,458,900	\$664,000	\$72,000	\$2,194,900
Direct Labor	\$521,050	\$75,000	\$20,000	\$616,050
Travel & Direct Expenses	\$489,300	\$57,000	\$25,000	\$571,300
Equipment	\$22,000	\$25,500	-	\$47,500
Trade Assoc. Allocations	\$450,000	-	-	\$450,000
Accounting & Audit	\$30,000	\$15,000	\$15,000	\$60,000
Rent	\$20,000	\$20,000	\$20,000	\$60,000
Printing	\$22,179	\$5,000	\$5,000	\$32,179
Legal Services	\$11,000	\$5,000	\$5,000	\$21,000
G&A	\$729,750	\$283,500	\$170,500	\$1,183,750
Management Fee	\$125,000	\$50,000	\$25,000	\$200,000
ANNUAL TOTAL	\$4,439,179	\$1,772,000	\$885,000	
PROPOSAL TOTAL				\$7,096,179

PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES (PIO/T)

1. Cooperating Country Worldwide	2. PIO/T No. 936-5730 <i>3692329</i>	3. PIO/T Amend No. Original
4. Project/Activity No. and Title 936-5730 <i>CTD</i> NCG Renewable Energy Applications and Training (USECRE)	5. Appropriation Symbol(s) 72-112/31021.3	
6. Budget Plan Code(s) DDN2-93-16900-IG11 (263-36-099-01-20-31)	7. Pro Ag No. or Project Authorization Date PAF signed R&D/E&I, 6/18/92	
8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	9. Project Assistance Completion Date (Month, Day, Year) 9/30/95	
10. Authorized Agent FA/OP/B/LA	11. Type of Action and Governing A.I.D. Handbook <input type="checkbox"/> A. A.I.D. Contract (HB14) <input type="checkbox"/> C. PASA/RSSA (HB 12) <input type="checkbox"/> B. A.I.D. Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> D. Other	12. Contract/Grant/Cooperative Agreement/ Reference Number (if this PIO/T is for an order or a modification to an award)

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	0	271		271
B. U.S.-Owned Local Currency				0

14. Mission References

15. Instructions to Authorized Agent FA/OP/B/LA is requested to award a cooperative agreement with the U.S. Export Council for Renewable Energy, P.O. Box 10095, Arlington, VA 22210-9998, (202-408-0665). Period of Performance: 8/31/93-8/30/95.

This PIO/T is one of two being used for the procurement action; the other is 936-5730 *3692328* for \$4,438,908.

FA/FM/A/NPA & PA

OFFICE OF FINANCIAL MANAGEMENT

ACTION: *Reserve*

DATE: *4/28/93* INITIALED *RA*

16. Address of Voucher Paying Office Agency for International Development, Room 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 on 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/E&I, *Ross Pumfrey* *Ross Pumfrey* Date: *4/16/96* Phone No: 875-4694

B. The statement of work on program description lies within the purview of the initiating office and approved agency programs.

Signature: R&D/E&I, *Alberto Sabadell* Date: *4/16/93* Signature: R&D/E&I, *Shirley Toth* Date: *4/16/93*

D. Funds for the services requested are available

Signature: FA/FM/A/NPA, *Rose Anderson* Date: Signature: R&D/PO, *Garland Standrod* Date: *4/20/93*

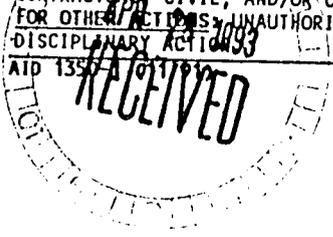
18. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to:

Signature: Title: Date:

19. For the Agency for International Development: *Elizabeth F. Roche* Title: Chief, Program Division, R&D/PO Date: *4/27/93*

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.



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PIO/T No.
936-5730

20. Special Provisions

A. Language Requirements (specify) (Include funds in budget for testing, as required.)
N/A

B. Access to classified information will will not be required by technical specialists. (Indicate level)

C. Duty post(s) and duration of technical specialist(s) services at post(s) (months):
Various

D. Dependents' travel and support will will not be funded by A.I.D. except in the case of long-term assignments

E. Geographic code applicable to procurement under this PIO/T is: (If other than authorized in Project Authorization, attach waiver(s))

1. 000 3. 935 5. Other (specify)

2. 899 4. 941

F. Salary approval(s) to exceed FS-1 salary ceiling are:
 1. attached 2. in process 3. N/A

G. Cooperating country acceptance of this project:
 1. has been obtained 2. is in process
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H. Justification for use of external resources for advisory and assistance services is:
 1. attached 2. N/A

I. clearance for procurement of ADP equipment, software, and services is:
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J. OMB approval of any report to be completed by ten or more members of the general public under the statement of work is:
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 1. small-business set-aside 2. SBA 8(a) program
 3. disadvantaged-enterprise set-aside 4. No recommendation

M. Other (specify)

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	A.I.D.	COOPERATING COUNTRY	A.I.D.	COOPERATING COUNTRY		
A. Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain in C. "Comments")						
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(4) Furniture					X	
(5) Household Appliances (Stoves,Refrig., etc.)					X	
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(9) Medical Facilities (Health Room)					X	
(10) Vehicles (official)					X	
(11) Travel Arrangements/Tickets					X	
(12) Nightwatchman for Living Quarters						X
(13)						
(14)						
(15)						
(16)						

B. Additional Facilities Available From Other Sources:
 1. Diplomatic Pouch 2. PX 3. Commissary
 4. Other (specify, e.g., duty free entry, tax exemptions)

C. Comments:

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PIO/T No.
936-5730

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A. Relationships and Responsibilities:

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25. Distribution of PIO/T