

Agency for International Development
Washington, D.C. 20523

AIMS 94094

Signed mar 20, 1993

Mr. Roy Williams
Vice President, Overseas Operations
International Rescue Committee
386 Park Avenue South
New York, NY 10016

Subject: Grant No. AOT-1006-G-00-3052-00

Dear Mr. Williams:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby provides to the International Rescue Committee (hereinafter referred to as "IRC" or "Grantee") a Grant in the amount of Six Hundred Thirty Six Thousand Thirty Two Dollars (\$636,032.00) in support of their Primary Health Care Outreach Program in Southern Sudan, as more fully described in Attachment 1 of the Grant entitled "Schedule" and the Grantee's application entitled "Primary Health Care Outreach Program Amer Aswa and Atepi Region, Southern Sudan", which is incorporated herein by reference.

The total estimated amount of AID support is \$636,032.00 of which \$256,330.00 is hereby obligated. Additional funding will be provided for this program based on continued security in the area and the availability of funds. AID shall not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

This Grant is effective and obligation of \$256,330 is made as of the date of this cover letter and shall apply to commitments and expenditures made and/or incurred by the Grantee in furtherance of the project objectives during the period March 15, 1993 to June 15, 1993. Fully funded, the Grant period shall be from March 15, 1993 through March 14, 1994.

This Grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, the Schedule; Attachment 2, Standard Provisions; Attachment 3, Additional Standard Provisions; and the Grantee's (proposal/application), entitled "Primary Health Care Outreach Program Ame, Aswa and Atepi Region, Southern Sudan" , which have been agreed to by your organization.

Please acknowledge receipt of this Grant by signing all copies of this cover letter, retaining one set for your files, and returning the remaining copies to Ms. Amanda Downing, Agency for International Development, OFDA/OS, Room 1262A N.S., Washington, DC 20523-0008.

Sincerely,


Sharon L. Zavestoski
Grant Officer
A Division, AOT Branch
Office of Procurement

Attachments:

1. Schedule
2. Standard Provisions
3. Additional Standard Provisions

ACKNOWLEDGED:

INTERNATIONAL RESCUE COMMITTEE

BY: 

TYPED NAME: H. Roy Williams

TITLE: Vice President - Overseas Programs

DATE: April 2, 1993

FISCAL DATA

| | |
|------------------------|--------------------------|
| PIO/T No. | : 968-1006-93-60-3684930 |
| Appropriation Number | : 72-11X1040 |
| Budget Plan Code | : EADX-93-16830-IG41 |
| Total Estimated Cost | : \$636,032 |
| Total Obligated Amount | : \$256,330 |
| Project Office | : FHA/OFDA/DRD |
| Funding Source | : FHA/OFDA |
| DUNS No. | : 078 854 94025 |
| E.I. No. | : 13-5660870 |

SCHEDULE

A. Background

The ten-year civil war in Sudan continued with increased ferocity in 1992 as a massive offensive by the Government of Sudan against the Sudan People's Liberation Army early in the year resulted in heavy civilian casualties and the displacement of around one million Southern Sudanese. Clashes among the three factions of the SPLA have compounded the human tragedy. The Southern Sudanese, without adequate supplies of food, clean water or medical care, suffer from wide-spread malnutrition and disease and consequent high mortality rates.

B. Purpose of Grant

1. The purpose of this Grant is to provide IRC funding to send a mobile health team to provide primary health care training to the displaced southern Sudanese living in camps in Ame, Aswa and Atepi regions. The purpose of the mobile training team is to maximize the number of people trained in a short time frame as IRC could be forced to evacuate the area if the Government of Sudan attacks the SPLA in the area during the dry season. Once security has improved in the area, IRC plans to expand the training curriculum and build a training center.

2. The overall goal of the mobile primary health care program is to improve the health of the displaced people in the camps by facilitating access to basic health care as well as increasing both individual and community participation in preventative health care activities. To accomplish this goal, IRC will:

- Provide a mobile training team to teach two-to-three week high-impact courses for Community Health Workers (CHWs), Traditional Birth Attendants (TBAs) and Expanded Program for Immunization (EPI) teams.
- The team will begin in Atepi, where health conditions are most severe, and where Medecins Sans Frontieres will not be operating. The team will then proceed to Ame and finally to Aswa. The team will offer the training courses to selected people from both the camps and villages and the team will hire appropriate Sudanese medical professionals to oversee each project before it leaves for the next camp. The SRRRA has agreed to help identify such local direct hires.

- CHWs and TBAs will be trained for a home visiting program focusing on preventive measures because the Primary Health Care Centers (PHCCs) and Primary Health Care Units (PHCUs) in the camps have enough medical assistance and nurses to provide curative care to their patients. The home visiting program will focus on prevention of dehydration from diarrhea and infectious diseases, such as hepatitis and measles, as well as on basic antenatal and post-natal care. The team will be equipped with large supplies of Oral Rehydration Solution (ORS).
- The team will also train a third EPI team to supplement the two teams which are already in the camps. This team will administer a mass immunization campaign against the six basic EPI diseases in each camp and the adjacent villages.
- If the security situation improves, IRC will begin to expand its training curriculum and facilities and may building a training center in Aswa. IRC will also begin to place increased emphasis on monitoring health workers in the camps and surrounding villages. OFDA approval will be sought before expanding the program.

C. Period of Grant

1. The effective date of this Grant is the date of the Grant Cover Letter and the completion date is March 14, 1994.
2. Funds obligated hereunder are available for expenditures for the period March 15, 1993 through June 15, 1993.

D. Amount of Grant and Payment

1. When fully funded, the total amount of this grant for the period shown in Section C.1 above is \$636,032.
2. A.I.D. hereby obligates the amount of \$256,330.00 for project expenditures during the period set forth in Section C.2 above and as shown in the Grant Budget in Section E.
3. Payment will be made to the Grantee in accordance with procedures set forth in Attachment 3--the Additional Standard Provision No. 1 entitled "Letter of Credit".
 - a. The Grantee shall submit the required documentation to the following address:

Agency for International Development
Office of Financial Management
Room 703, SA-2
Washington, DC 20523-0209

b. In addition, one copy of all financial reports shall be submitted to the A.I.D. Project Officer, Polly Byers, or her designee, at the following address:

Polly Byers
FHA/OFDA/DRD
Room 1262A N.S.
Washington, DC 20523-0008

E. Grant Budget

The following is the budget for this Grant. The Grantee may not exceed the total obligated amount. The Grantee may adjust line item amounts within the grand total as may be reasonably necessary for the attainment of project objectives, consistent with restrictions cited in Attachment 2 - Standard Provision 4 of this Grant Entitled "Revision of Grant Budget"

Primary Health Care Outreach Program
Ame, Aswa and atepi Region Southern Sudan
March 15, 1993 - March 14, 1994

| Line Item | First Quarter | Second Quarter | Third Quarter | Fourth Quarter | Total |
|------------------------------------|------------------|-------------------|------------------|-------------------|------------------|
| Expatriate Staff | \$14,700 | \$14,700 | \$14,700 | \$14,700 | \$58,800 |
| Local Staff | 13,650 | 15,150 | 18,150 | 18,150 | 65,100 |
| Benefits | 5,848 | 6,104 | 6,613 | 6,614 | 25,179 |
| Travel | 18,840 | 4,910 | 4,980 | 4,980 | 33,710 |
| Staff Field Support | 1,800 | 8,000 | 1,000 | 1,000 | 11,800 |
| Field Communications | 30,625 | 6,425 | 425 | 425 | 37,900 |
| Field Compound | 65,840 | 37,060 | 30,380 | 28,680 | 161,960 |
| Transport | 73,125 | 44,000 | 15,000 | 15,000 | 147,125 |
| Community Health Worker Program | 8,400 | 7,400 | 2,900 | 2,900 | 21,600 |
| EPI Program | 4,400 | 4,400 | 2,400 | 2,400 | 13,600 |
| TBA Program | 5,900 | 5,900 | 2,900 | 2,900 | 17,600 |
| Training Facilities | | 8,900 | | | 8,900 |
| | <u>\$243,128</u> | <u>\$162,949</u> | <u>\$ 99,448</u> | <u>\$ 97,749</u> | <u>\$603,274</u> |
| Indirect Cost | 13,202 | 8,848 | 5,400 | 5,308 | 32,758 |
| Total Grant | <u>\$256,330</u> | <u>\$171,797</u> | <u>\$104,848</u> | <u>\$103,057</u> | <u>\$636,032</u> |

F. Reporting

1. Financial Reporting

a. Financial reporting requirements shall be in accordance with the Additional Standard Provision No. 1 of this Grant entitled "Payment - Letter of Credit", as shown in Attachment 3.

b. The original and two copies of all financial reports (Financial Status Report Form 269) shall be submitted to the Office of Financial Management, whose address is listed in Section D.3.a. of this Schedule.

c. In addition, three (3) copies of all financial reports shall be submitted to the Project Officer, or her designee, whose address is listed in Section D.3.b. of this Schedule.

d. Each financial report shall include:

| | |
|----------------|----------------------------------------------------------------|
| PIO/T Number | : 968-1006-93-60-3684930 |
| Project Number | : 968-1006 |
| Project Name | : Sudan: IRC Primary Health Care Program for Southern Sudan |
| Grant Number | : AOT-1006-G-00-3052-00 |
| Project Office | : FHA/OFDA/DRD |

2. Program Evaluation Reporting

a. The Grantee shall submit quarterly progress reports, and a final report. Continuation of funding shall depend, in part, on the receipt and content of these reports, as well as availability of funds. These reports should document progress vis-a-vis program objectives, problems encountered, corrective procedures that were followed, significant program development during the period, and projected accomplishments for the coming quarter. Analysis and explanation of actual unit costs versus budgeted costs should also be included here. Two copies of each program performance report should be submitted to OFDA. The final report shall not be received by OFDA later than 90 days after termination of the project.

b. The Grantee shall inform A.I.D./FHA/OFDA of events which may occur during the project implementation. For example, problems, delays, or adverse conditions which may materially affect the ability to attain program objectives and thereby prevent the meeting of time

schedules and goal, or preclude the attainment of the project work. Notification may be by any means of communication.

c. If any evaluation report conducted by the Grantee discloses the need for a change in the budget in accordance with the criteria established in Standard Provision 4 of this Grant entitled "Revision of Grant Budget" the Grantee shall submit a request for budget revision.

G. Indirect Expense Rate

Pursuant to the Additional Standard Provisions of this Grant entitled "Negotiated Indirect Cost Rates--Provisional", a rate or rates shall be established for each of the Grantee's accounting periods which apply to this Grant. Pending establishment of revised provisional or final indirect cost rates for each of the Grantee's accounting periods which apply to this Grant, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate applied to the base, which is set forth below:

| <u>TYPE</u> | <u>RATE</u> | <u>BASE</u> | <u>PERIOD</u> |
|-------------|-------------|---------------|----------------------|
| Provisional | 5.43% | see (a) below | 1/1/91 until Amended |

(a) Total Direct Program Expenses less direct pass-through funds and other excludable or unallowable costs as specified in the Committee's Indirect Cost Rate Proposal dated May 8, 1992.

Should final rates result in upward adjustments, payment of such upward adjustments would only be allowable within the total obligated amount of the Grant.

H. Special Provisions

1. Due to the emergency nature of the program and the need to respond quickly to changing situations and pursuant to Section 491 of the FAA, as amended, the geographic code for procurement of goods and services is authorized as "935" (Special Free World) including the Host Country.

2. Delivery of Notices. For purposes of "Notices" delivered to the A.I.D. Grant Officer, pursuant to the Standard Provision 13 of this Grant entitled "Notices", the following address shall be used:

a. Regular U.S. Mail

Grant Officer
Agency for International Development
Office of Procurement
A Division, AOT Branch
Washington, DC 20523-1425

b. Express Mail or Hand Delivery

Grant Officer
Agency for International Development
Office of Procurement
A Division, AOT Branch
15th Floor Receptionist
1100 Wilson Blvd.
Arlington, VA 22209

3. Zip Codes. Use the following nine-digit zip codes instead of the five digit codes shown in the Standard Provisions and Additional Standard Provisions.

| <u>Standard Provision</u> | <u>Zip Code</u> |
|-----------------------------------|-----------------|
| Disputes Clause | 20523-0051 |
| Payment - Letter of Credit | 20523-0209 |
| Procurement of Goods and Services | 20523-1414 |

4. Title to Property

(a) Property provided herein shall be handled pursuant to Additional Standard Provision No. 20 entitled "Title to and Use of Property (Grantee Title) in Attachment 3 of this Grant.

Notwithstanding the requirements of Additional Standard Provision No. 20, the Grantee will provide the Grant Officer a complete inventory of applicable property on a quarterly basis and request disposition instructions from the Grant Officer for all property at the completion of the Grant.

I. Special Provisions for Purchase of Pharmaceuticals

1. No Pharmaceuticals shall be purchased that are not contained on WHO Essential Medicine List. All non-U.S. purchases shall be made through the International Dispensary Association (IDA) or UNICEF.

2. Requests to purchase pharmaceuticals not contained on the WHO Essential Medicine List or sourced from UNICEF or IDA will require a submission to the Grant Officer for written authorization. Such submission shall contain the following information:

- a. Generic and brand name
- b. Strength
- c. Quantity
- d. Price/Unit
- e. Source of Purchase including name of manufacturer
- f. Country of Origin

3. In accordance with Special Provision 40.1 and 40.2, procurement of pharmaceuticals and related products will meet the following requirements:

A. Expiration Dates

Not more than 1/6 of full dating period from 1 to 18 months, nor 1/3 of full dating periods of more than 18 months shall have expired on the date of shipment.

4. Additional Documentation Required for Reimbursement

A certificate, by or for the supplier, endorsed on or attached to the invoice as follows:

For Pharmaceuticals purchased from the United States:

"The undersigned supplier, or agent acting in behalf of and authorized to bind the supplier, agrees with and certifies to A.I.D. that products are in compliance with special requirements regarding expiration dates for A.I.D. financed substances and/or products (A.I.D. Special Provision 40.1); and guarantees that, on date of shipment, no item for which payment is now claimed is adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and is not an article which may not, under provisions of Section 404 or 505 of that Act, be introduced into interstate commerce."

For Pharmaceutical products purchased from Special Free World (Code 935) countries; other than the United States, the Grantee shall require a certificate signed by the supplier that:

"The undersigned supplier, or agent acting on behalf of and authorized to bind the supplier, agrees with and certifies to A.I.D. that product(s) are in compliance with special requirements regarding expiration dates for A.I.D. financing of drug substances and/or products and guarantees that on date of shipment each item for which payment is now claimed was in compliance with World Health Organization's Good Manufacturing Practices and Standards."

(end of schedule)

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APPENDIX 4C
OMB Control No. 0412-0510
Expiration Date: 12/31/89

MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES¹

INDEX OF
MANDATORY STANDARD PROVISIONS

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

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 (SEPTEMBER 1990) *

(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:

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

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(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.

(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) Audits in accordance with the requirements of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions." *

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

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(b) 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:

(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 litigations, claims or audit findings involving the records have been resolved.

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

* 3. REFUNDS (SEPTEMBER 1990)

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

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

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

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4. REVISION OF GRANT BUDGET (NOVEMBER 1985)

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant award process.

(b) The grantee shall immediately request approval from the grant officer when there is reason to believe that within the next 30 calendar days a revision of the approved grant budget will be necessary for the following reasons:

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

(2) The need for additional funding.

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

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

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

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

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

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

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

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

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

5. TERMINATION AND SUSPENSION (MAY 1986)

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

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

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

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(d) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the grantee shall take immediate action to minimize all expenditures and obligations financed by this grant and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination. The grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended AID funds which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the grantee prior to the effective date of the termination of this grant be insufficient to cover the grantee's obligations in the legally binding transaction, the grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the applicable cost principles.

6. DISPUTES (November 1989)

(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 Assistant to the Administrator for Management Services. Any appeal made under this provision shall be in writing and addressed to the Deputy Assistant to the Administrator for Management Services, 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 Assistant to the Administrator for Management Services, 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 Assistant to the Administrator for Management Services 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.

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8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (MARCH 1989)

(1) The grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) 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 that is 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.

(3) The policies and procedures applicable to debarment, suspension and ineligibility under AID-financed transactions are set forth in 22 CFR Part 208.

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9. NONDISCRIMINATION (MAY 1986)

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

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

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

No member of or delegate to the U.S. Congress or resident U.S. Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

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.

(END OF MANDATORY STANDARD PROVISIONS)

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**OPTIONAL STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES**

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

- | | |
|---------------------------------------------------------------|-------------------|
| 1. Payment - Letter of Credit | <u> X </u> |
| 2. Payment - Periodic Advance | <u> </u> |
| 3. Payment - Cost Reimbursement | <u> </u> |
| 4. Air Travel and Transportation | <u> X </u> |
| 5. Ocean Shipment of Goods | <u> X </u> |
| 6. Procurement of Goods and Services | <u> X </u> |
| 7. AID Eligibility Rules for Goods and Services | <u> X </u> |
| 8. Subagreements | <u> </u> |
| 9. Local Cost Financing | <u> X </u> |
| 10. Patent Rights | <u> </u> |
| 11. Publications | <u> X </u> |
| 12. Negotiated Indirect Cost Rates - Predetermined | <u> </u> |
| 13. Negotiated Indirect Cost Rates - Provisional | <u> X </u> |
| 14. Regulations Governing Employees | <u> </u> |
| 15. Participant Training | <u> </u> |
| 16. Voluntary Population Planning | <u> </u> |
| 17. Protection of the Individual as a Research Subject | <u> </u> |
| 18. Care of Laboratory Animals | <u> </u> |
| 19. Government Furnished Excess Personal Property | <u> </u> |
| 20. Title to and Use of Property (Grantee Title) | <u> X </u> |
| 21. Title to and Care of Property (U.S. Government Title) | <u> </u> |
| 22. Title to and Care of Property (Cooperating Country Title) | <u> </u> |
| 23. Cost Sharing (Matching) | <u> </u> |
| 24. Use of Pouch Facilities | <u> X </u> |
| 25. Conversion of United States Dollars to Local Currency | <u> X </u> |

(INCLUDE THIS PAGE IN THE GRANT)

(Appendix Continues on Page 4C-9)

