

PD-ABL-112
94736



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

APR 8 1993

Mr. Iqbal Noor Ali
Aga Khan Foundation U.S.A.
1901 L Street, N.W., Suite 700
Washington, D.C. 20036

Subject: Grant No. CCN-0001-G-00-3050-00

Dear Mr. Ali:

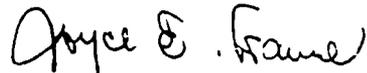
Pursuant to the authority contained in the Foreign Assistance Act of 1961 and the Federal Grant and Cooperative Agreement Act of 1982, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby provides to the Aga Khan Foundation U.S.A. (hereinafter referred to as "Grantee") the sum of One Million and Twenty-Five Thousand Dollars (\$1,025,000) to provide financial support for the program described in Attachment 2 of this Grant entitled "Program Description."

This Grant is effective as March 1, 1993 and funds obligated hereunder shall be used to reimburse the Grantee for allowable program expenditures for the period set forth in Section B of Attachment 1 of this Grant.

This Grant is made to the Grantee 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 Grant document and have been agreed to by your organization.

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

Sincerely,



Joyce E. Frame
Grant Officer
Division Chief, FA/OP/CC
Office of Procurement

Attachments:

1. Schedule
2. Program Description
- ~~3. Standard Provisions~~

ACKNOWLEDGED:

Aga Khan Foundation U.S.A.

BY: 

TYPED NAME: Iqbal Noor Ali

TITLE: Chief Executive Officer

DATE: April 14, 1993

FISCAL DATA

A. GENERAL

A.1.	Total Estimated A.I.D. Amount:	\$1,025,000
A.2.	Total Obligated A.I.D. Amount:	\$1,025,000
A.3.	Cost-Sharing Amount (Non-Federal):	\$0
A.4.	Other Contributions (Federal):	\$0
A.5.	Project Number:	110-0001
A.6.	A.I.D. Project Office:	NIS/TF/EHA, Don Eller
A.7.	Funding Source:	A.I.D./W
A.8.	Tax Identification Number:	52-1231983
A.9.	DUNS Number:	N/A
A.10.	Letter of Credit Number:	N/A

B. SPECIFIC

B.1.(a)	PIO/T Number:	110-0001-3-3662503
B.1.(b)	Appropriation Number:	72-11X1093
B.1.(c)	Allotment Number:	393-68-110-00-69-31
B.1.(d)	Budget Plan Code:	WNIX-93-36110-KG-12
B.1.(e)	Amount:	\$1,025,000

ATTACHMENT 1

SCHEDULE

A. PURPOSE OF GRANT

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

B. PERIOD OF GRANT

1. The effective date of this Grant is the date of this letter and the estimated completion date is September 30, 1993.
2. Funds obligated hereunder shall be used to reimburse the Grantee for allowable program expenditures incurred by the Grantee in pursuit of program objectives during the period of March 1, 1993 through September 30, 1993.

C. AMOUNT OF GRANT AND PAYMENT

1. The total estimated amount of this Grant for the period shown in B.2 above is \$1,025,000.
2. A.I.D. hereby obligates the amount of \$1,025,000 for program expenditures during the indicated period set forth in Section B.2 above, thereby fulfilling A.I.D.'s funding requirements. A.I.D. shall not be liable for reimbursing the Grantee for any costs in excess of the obligated amount, except as specified in paragraph (f) of the Standard Provision of this Grant entitled "Revision of Grant Budget."
3. Payment shall be made to the Grantee in accordance with procedures set forth in the Standard Provision of this Grant entitled "Payment - Cost Reimbursement," as shown in Attachment 3.

D. GRANT BUDGET

1. The following is the Grant Budget for the total estimated amount of the Grant for its full period. The Grantee may not exceed the total estimated amount or the obligated amount of this Grant, whichever is less. Except as specified in the Standard Provision of this Grant entitled "Revision of Grant Budget," as shown in Attachment 3, the Grantee 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 C above and the Standard Provisions entitled "Revision of Grant Budget".

2. Budget

<u>Cost Element</u>	<u>AID</u>
Commodities	614,825
Local Transportation Costs	341,055
Local Operating Costs	65,120
Monitoring	<u>4,000</u>
TOTAL	\$1,025,000

3. Inclusion of any cost in the budget of this Grant does not obviate the requirement for prior approval by the Grant Officer of cost items designated as requiring prior approval by the applicable cost principles (see the Standard Provision of this Grant set forth in Attachment 3 entitled "Allowable Costs") and other terms and conditions of this Grant.

4. Notwithstanding the effective date of this Grant as shown in Section B above, and subject to the Standard Provision of this Grant entitled "Allowable Costs," costs incurred by the Grantee in pursuit of program objectives on or after the earliest date set forth in Section B above shall be eligible for reimbursement hereunder. Such costs are included in the Grant Budget shown above.

5. Infurtherance of the foregoing, the Grant Officer does hereby provide approval for the following purchase, which shall not be construed as authorization to exceed the estimated amount of this Grant.

Item

Wheat Flour
Edible Oils

E. Procurement and (Sub) Contracting

1. Authorized Geographical Code

The total procurement of goods and services is estimated to exceed \$250,000, therefore, the following shall apply:

All services shall have their nationality in the United States (A.I.D. Geographic Code 000) or countries within Geographic Code 935, except as A.I.D. may otherwise agree in writing. The authorized source and origin for all goods/commodities shall be in accordance with the Optional Standard Provision entitled, "A.I.D. Eligibility Rules for Goods and Services (August 1992)". In reference to this Standard Provision, although not yet incorporated into A.I.D. Handbooks, A.I.D. Geographic code 935 has been amended to include the cooperating country. Requests for deviations to this requirement must include a full justification to be submitted to the Project Office indicated on the Fiscal Data page of this Grant. Approval of the Grant Officer and the Project Office is required before procurement of this nature can be undertaken. Ocean shipping financed by A.I.D. under the program shall, except as A.I.D. may otherwise agree in writing, be financed only on flag vessels of the United States.

F. REPORTING AND EVALUATION

1. Program Performance Planning and Reporting

(a) Project Implementation Plan

Not later than ninety (90) days from the effective date of this Grant (see Section B above), the Grantee shall prepare and submit to the A.I.D. Project Officer:

Don Eller
AID Project Officer
AID/NIS/TF/EHA
Room 2450
Department of State
Washington, D.C. 20523

three (3) copies of a project implementation plan, with critical path indicators (as described in Appendix A of A.I.D. Handbook 3), for the full term of this Grant.

(b) Quarterly Reports

The Grantee shall submit five (5) copies of brief quarterly program performance reports to the A.I.D. Project Office specified above. In addition, two copies shall be submitted to A.I.D., PPC/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:

- A comparison of actual accomplishments with the goals established for the period, the findings of the grantee, 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.
- Reasons why established goals were not met, if applicable.
- Other pertinent information including the status of finances and expenditures and, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Special Reports

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

- 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.
- Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.
- If any performance review conducted by the Grantee discloses the need for change in the budget estimates in accordance with the criteria established in the Standard Provision of this Grant entitled "Revision of Grant Budget," the Grantee shall submit a request for budget revision to the Grant Officer and the A.I.D. Project Officer specified in the Cover Letter of this Grant.

(d) Final Report

Within 90 days following the estimated completion date of this Grant (see Section B above), the Grantee shall submit three (3) copies of a final report 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., PPC/CDIE/DI, Washington, DC 20523-1802. It will cover the entire period of the Grant and include all information shown in Sections E.1.(b) through E.1.(d) above.

2. Financial Reports

(a) Unless otherwise notified in writing, the Recipient shall submit all financial reports and an original and two copies of SF-270, "Request for Advance or Reimbursement," on a quarterly basis to:

A.I.D.
Office of Financial Management
FA/FM/CMP/LC
Room 700 SA-2
Washington, D.C. 20523-0209

In addition, one (1) copy of all financial reports shall be submitted to the Project Officer and to the address below:

Controller
AID/NIS/TF
Room 3327A
Department of State
Washington, D.C. 20523

(b) The Grantee's financial reports shall include expenditures of A.I.D. grant funds provided hereunder and, during the reporting period. The format of the Financial Reports should follow the elements as established in the Budget. If appropriate, data submitted in the financial report shall be reported by country or as regional expenditures. Information copies of financial reports should be provided directly to both the A.I.D. Regional Controller and the A.I.D. field representatives.

G. RESOLUTION OF CONFLICTS

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

Attachment 1 - Schedule
Attachment 3 - Standard Provisions
Attachment 2 - Proposal(Program Description)

H. Special Provisions

1. Additional Standard Provision Number 5 entitled "Air Travel and Transportation" (August 1992) is hereby modified as follows:

Delete paragraph (a) in its entirety and insert the following

"(a) The Grantee shall secure advance written approval from the Project Officer prior to any travel financed by this Grant to any of the countries in the New Independent States, except the Russian Federation. The request for approval shall include the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel. It shall be submitted to the Project Officer at least 10 working days prior to commencement of proposed travel. The traveler shall carry the approved travel request to the travel destinations in the New Independent States. The Grantee's failure to secure such approval shall not be reimbursed under this Grant. The Grantee must notify the Project Officer prior to travel to the Russian Federation, but advanced written approval from USAID for travel to the Russian Federation is not required."

Paragraphs (b) thru ((m) shall remain unchanged.

2. The following Additional Standard Provisions as shown in Enclosure 3 are NOT applicable to this Grant:

Payment - Letter of Credit
Payment - Periodic Advance
Subagreements
Patent Rights
Publications
Negotiated Indirect Cost Rates - Pre-determined
Negotiated Indirect Cost Rates - Provisional
(Non-profit)
Negotiated Indirect Cost Rates - Provisional
(For-profit)
Participant Training
Voluntary Population Planning
Protection of the Individual as a Research Subject
Care of Laboratory Animals
Title To and Care of Property (U.S. Government Title)
Title To and Care of Property (Cooperating Country
Title)
Cost Sharing (Matching)
Conversion of United States Dollars to Local Currency
Public Notice
Rights in Data

All other provisions not listed above are applicable to the performance of the program under this Grant.

3. This Grant contributes to an international appeal launched by Aga Khan Foundation U.S.A. and its international affiliates for which other non-federal sources may provide up to \$2.1 Million Dollars. As these additional contributions are not a part of this Grant Agreement, they are therefore not included in the Grant Budget.

4. The following are alterations to the Mandatory and Additional Standard Provisions as listed below:

Mandatory Standard Provisions

"Notices" - For the purpose of notices delivered to the Grant Officer, the following addresses shall be used:

(a) Regular U.S. Postal Service

Grant Officer's Name
Agency for International Development
FA/OP/CC/N Office of Procurement
Room 1519, SA-14
Washington, DC 20523-1415

(b) By Courier/Express Mail Only

Grant Officer's Name
Agency for International Development
FA/OP/CC/N
Office of Procurement
1100 Wilson Boulevard
14th Floor Reception Area
Arlington, Virginia 22209

4. The following nine-digit zip codes are applicable in lieu of the five-digit zip codes shown in the corresponding standard provisions:

Mandatory Standard Provisions

Notices 20523-0051

Additional Standard Provisions

Ocean Shipment of Goods 20523-1419
Procurement of Goods and Services 20523-1414
Payment - Letter of Credit 20523-0209

(In addition to the zip code change, the organizational symbol for A.I.D.'s Office of Financial Management has also changed as shown in section E.)

Negotiated Indirect Cost Rates
- Provisional 20523-0060
(second address in the provision) 20523-1417

PROGRAM DESCRIPTION

The Grantee's proposal entitled "Emergency Humanitarian Assistance, Tajikistan", as amended, is hereby incorporated by reference and as attached to this Grant. (See paragraph G of the Grant for order of precedence.)

**AGA KHAN FOUNDATION U.S.A.
EMERGENCY HUMANITARIAN ASSISTANCE - TAJIKISTAN**

PROGRAM DESCRIPTION

Submitted November 2, 1992
revised April 5, 1993

1. Amount And Purpose

The Aga Khan Foundation U.S.A. requests A.I.D. funding for a \$1.025 million cash grant to support approximately \$615,000 in food and \$410,000 in fuel, transport, administration and distribution of food and medical supplies of a six-month emergency program in the Gorno-Badakhshan Province of Tajikistan. The program, which is being co-financed by other European donors, has already been initiated.

2. Objectives

The Aga Khan Foundation (AKF) is developing a short-term assistance program in Gorno-Badakhshan, both to alleviate the immediate food and fuel needs and to build a base for a longer-term development assistance program. The key element of the program is the provision of supplementary food and fuel (for transportation of needed commodities); coal (for heating and cooking); and medical supplies for the most vulnerable groups. The objectives of this program will be:

- To enable the vulnerable groups to survive the coming months;
- To prevent, to the extent possible, the destruction of local resources, particularly trees and livestock, that could occur in an effort by the local populations to survive;
- To expand the capacity of local people to organize themselves for development activities.

3. Background

A. The Aga Khan Foundation

The Aga Khan Foundation was established in 1967 as a private, non-denominational, not-for-profit organization. AKF funds and administers up to \$50 million in development programs annually. It concentrates its funding in the lower income countries of Africa and Asia with an emphasis in health, education and rural development.

The Aga Khan Foundation U.S.A. (AKF USA) is a part of the Aga Khan Foundation Network which operates in eleven countries. AKF USA is a U.S. PVO, registered with A.I.D., and recognized as a publicly-supported, tax-exempt organization under IRS code 501(c)(3). AKF has collaborated with many of the key international and bilateral donors, and has worked extensively with A.I.D. through its Child Survival and Matching Grants programs.

BEST AVAILABLE DOCUMENT

B. The Proposal

In collaboration with the World Food Program (WFP), and NOVIB (a Dutch NGO), Mr. Burkard Oberle, Director of WFP operations in Teheran, and Mr. Nassim Jawad, of the Institute for International Cooperation in Vienna, visited Tajikistan in September/October 1992 to undertake, on AKF's behalf, a preliminary assessment of the supply situation. In December 1992, Dr. Walter Habicht, a consultant for AKF who has experience with food aid programs in the Former Soviet Union, performed a follow-up assessment and assisted AKF in developing a preliminary program implementation plan. AKF USA has shared these reports with the NIS Task Force.

The Republic of Tajikistan is in turmoil. South of the capital, Dushanbe, civil conflict has displaced a reported 250,000-300,000 people. Wheat flour, meat, cooking oil, rice and tea have become scarce and prices have soared. An acute fuel shortage has significantly slowed deliveries that were previously guaranteed under the centrally-planned economy.

Tajikistan has run short of cash and barter goods to pay for needed fuel and food imports. Neighboring countries have stopped or slowed deliveries while seeking to renegotiate their 1990 and 1991 trade agreements. While negotiations continue, it was apparent during the needs assessments that the production of cotton (the main export and barter commodity), and wheat will be compromised by the lack of fuel.

The situation in the Province of Gorno-Badakhshan is most critical. The population of 200,000 live at altitudes ranging from 1,200 to 4,200 meters. Winters are harsh and the region is heavily dependent on pre-winter supplies of fuel and foodstuffs from Dushanbe. Civil unrest has precluded the normal stockpiling for the six winter months. The influx of up to 200,000 refugees into Gorno-Badakhshan has created additional food demands.

The lack of fuel will likely result in the cutting of already sparse trees. Animal stocks will be dangerously reduced as animals are slaughtered for food. Diets will become grossly inadequate. There is considerable concern in the Province that schools and hospitals will be closed due to shortages in supplies of fuel and other commodities.

It is against this background that the local government in Gorno-Badakhshan has set up a special committee at Khorog responsible for distribution of all basic items to the communities. The distribution is carried out in coordination with district authorities, with food items at fixed amounts per head of household. Both the community and government representatives have confirmed their willingness to establish joint committees in each district to coordinate and supervise distribution, if an outside organization is willing to donate and other basic items of daily use.

4. Description of the Program

AKF plans to ship in food supplies by road and/or rail to Osh in Kyrgyzstan, and from there by truck to the provincial capital, Khorog, and Murghab, where storage facilities are available, including those of the WFP. The government of the Gorno-Badakhshan Province has a truck and logistics depot in Osh, which will act as the main receiving, storage and distribution point.

In addition to the \$1,025,000 financing being requested of A.I.D., AKF has received commitments totally approximately \$1,650,000 from EURON AID (European Community Famine Relief Funds), NOVIB (Dutch Government Famine Relief Funds) and the Swiss Department of Foreign Affairs for the relief effort. Additionally, AKF does not charge administrative overhead in its cost calculations and, as a policy, fully absorbs these costs.

5. Program Administration

AKF's analysis to date indicates that, with appropriate technical assistance and leadership from a small team of two or three international experts, there is adequate local organization and structure in the region to manage the size of program proposed. The program's implementation will be largely dependent, however, on the stability of the security situation, adequate functioning of markets and transport systems such that commodities can be procured and transported within the region at reasonable costs and in a timely manner, and the level of cooperation realized from the government officials in Tajikistan and Kyrgyzstan, who have authorized AKF's relief program. Following is a brief outline of how the program will be implemented.

AKF's proposed assistance program would be implemented from Osh, Kyrgyzstan, with some administrative functions performed in Khorog. One to two experts will be placed in Osh to supervise the receipt, storage and shipment of goods. Consideration is also being given to the need for international experts in Dushanbe, to coordinate with line ministries and other organizations, and Khorog, to coordinate with provincial leaders. Additionally, AKF USA, at the request of the NIS Task Force, Office of Emergency Humanitarian Assistance, has agreed to distribute WHO medical kits with the understanding that A.I.D. will be responsible for providing the medical kits and arranging their delivery through to Osh, Kyrgyzstan. From Osh, AKF will arrange distribution of the medical kits in Gorno-Badakhshan, as described in the attached implementation plan. A.I.D. has approved an additional \$25,000 for this activity.

The program should reach the most needy beneficiaries-pensioners, women, orphans, small children, students, the sick, the homeless and the elderly. In order to maximize this objective, AKF is coordinating with the joint committees mentioned above to identify beneficiaries at the district level. AKF has had close consultations with the International Committee of the Red Cross (ICRC) and the International Federation of the Red Cross and Red Crescent Societies (IFRC). The latter will also be assisting directly with the relief program. AKF's ability to successfully implement the full relief program will be subject to the potential impacts upon the operating environment of the uncertain political situation and the complex dynamics surrounding the civil conflict.

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

Page 1 of 1 Pages

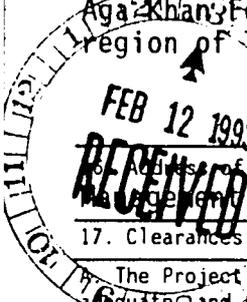
1. Cooperating Country Tajikistan - NIS	2. PIO/T No. 110-0001-3-3662503	3. PIO/T Amend No. original
4. Project/Activity No. and Title 110-0001 Emergency Humanitarian Assistance to Tajikistan: Grant agreement with the Aga Khan Foundation	5. Appropriation Symbol(s) 72-11X1093	
	6. Budget Plan Code(s) WNIX-93-36110-KG-12 (393-68-110-00-69-31)	
7. Pro Ag No. or Project Authorization Date	8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	
9. Project Assistance Completion Date (Month, Day, Year)	10. Authorized Agent AID/W	
11. Type of Action and Governing A.I.D. Handbook [B]	12. Contract/Grant/Cooperative Agreement/ Reference Number (if this PIO/T is for an order or a modification to an award)	
A. A.I.D. Contract (HB14) B. A.I.D. Grant or Cooperative Agreement (HB 13)	C. PASA/RSSA (HB 12) D. Other	

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		\$1,025,000		1,025,000
B. U.S.-Owned Local Currency				0

14. Mission References

15. Instructions to Authorized Agent

To enter into a grant agreement with the Aga Khan Foundation in response to the attached international appeal for assistance to the Pamirs region of Tajikistan - \$1,000,000. The balance of \$25,000 is to be reserved pending receipt of a proposal from the Aga Khan Foundation for the transportation and distribution of medicines in the Pamirs region of Tajikistan.



16. Agency for International Development, Office of Financial Management, Room 700, SA-2, Washington, D.C. 20523

17. Clearances - Include typed name, office symbol, and date for all clearances: *2/12/93*

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 NIS/TF/EHA:DCeller Date: *2/9/93* Phone No: (202)736-4181

B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.
 Signature: NIS/TF/PAC:CPasqual Date: *2/12/93* c. NIS/TF/CONT: JPhan Date: *2/11/93*
 Signature: NIS/TF/EHA:Moone Date: *2/12/93*

D. Funds for the services requested are available
 Signature: FM:RAnderson Date: E. Signature: GC/NIS:TGeiger Date: *2/10/93*

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:
 Signature: *Larry Crandall* Title: Deputy Director Date: *2/22/93*

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 DISCLOSER 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.