

PD-ABO 817

90311

598-0839

Sabre Foundation

(Grant Agreement)



U S AGENCY FOR
INTERNATIONAL
DEVELOPMENT

FEB 27 1998

Ms Tania Vitvitsky
Project Director
Sabre Foundation, Inc
872 Massachusetts Avenue
Suite 2-1
Cambridge, MA 02139

Subject Award No LAG-G-00-98-00017-00

Dear Ms Vitvitsky

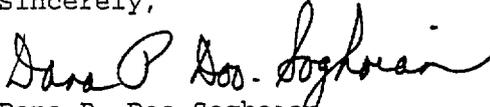
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U S Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to the Sabre Foundation, Inc (herein after referred to as SFI or "Recipient"), the sum of \$85,000 00 to provide support for a program in the donation of books to the Cuban people, as described in the Schedule of this award and the Attachment 2, entitled "Program Description "

This award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning will the effective date and ending February 26, 1999 USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount

This award is made to SFI, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U S Non-Governmental Organizations", Attachment 1, entitled "Schedule", Attachment 2, entitled "Program Description", and Attachment 3 entitled "Standard Provisions "

Please sign the original and each copy of this letter to acknowledge your receipt of this award, and return the original and all but one copy to the Grant Officer

Sincerely,



Dana P Doo-Soghlian
Grant Officer
Office of Procurement
M/OP/B/LA

Attachments

- 1 Schedule
- 2 Program Description
- 3 ~~Standard Provisions~~
- 4 Standards for USAID Funded Communications Projects

ACKNOWLEDGED SABRE FOUNDATION, INC

BY Tamara Vithy
Title Project Director
Date March 5, 1998

ACCOUNTING AND APPROPRIATION DATA

A GENERAL

1	Total Estimated Amount	\$ 85,000 00
2	Total Program Amount	\$835,000 00
3	Total Obligated Amount	\$ 85,000 00
4	Cost-Sharing Percentage (Non-Federal)	90%
5	Activity Title	Donation of Books to Cuban People
6	USAID Technical Office	Senior Advisor-Cuba, David Mutchler AA/LAC Room 5 08-036 RRB Washington, DC 20523
7	Tax I D Number	23-7042881
8	DUNS No	623708922
9	LOC Number	N/A

B SPECIFIC

1	NMS Request No	8
2	Org ID No	11093
3	Account No	ES97/98LES798
4	Activity	598-0839
5	Amount Obligated	\$85,000

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SCHEDULE

1 1 PURPOSE OF GRANT

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

1 2 PERIOD OF GRANT

The effective date of this Grant is the date of the Cover Letter and the estimated completion date is

1 3 AMOUNT OF AWARD AND PAYMENT

- (a) USAID hereby obligates the amount of \$85,000 00 for the purposes of this Agreement
- (b) Payment shall be made to the Recipient by Payment - Periodic Advance in accordance with procedures set forth in 22 CFR 226 22

1 4 BUDGET

The following is the Grant Budget, including local cost financing items, if authorized Revisions to this budget shall be made in accordance with 22 CFR 226 25

GRANT BUDGET
2/27/98 to 2/26/99

<u>Cost Line Item</u>	<u>Amount</u>
Donation of Books to the Cuban People	\$ 85,000
USAID Grant Amount	85,000
Grantee Cost Share	<u>750,000</u>
TOTAL ESTIMATED PROGRAM AMOUNT	\$835,000

1 5 REPORTING AND EVALUATION

1 5 1 Financial Reporting

In keeping with the requirements established in 22 CFR 226 52, the Recipient is required to

- (a) Submit an original and two copies of a "Request for Advance or Reimbursement", SF 270, on a monthly basis to

US AGENCY FOR INT'L DEVELOPMENT
M/FM/CMP/MP
Room 7 07-095 RRB
Washington, DC 20523-7700

- (b) Prepare a "Financial Status Report", SF 269a, on an accrual basis and submitted quarterly in an original and two copies to

US AGENCY FOR INT'L DEVELOPMENT
M/FM/CMP/MP
Room 7 07-095 RRB
Washington, DC 20523-7700

1 5 2 Monitoring and reporting program performance

- (a) Requirements The Recipient shall submit an original and one copy of a brief quarterly program report to the address listed in the Cover Letter. In addition, one copy shall be submitted to USAID/PPC/POL/CDIE, Room M-01-010, RRB, Washington, DC 20523-1000. A final performance report is also required.
- (b) Contents The Program report shall briefly present the information contained in 22 CFR 226 51(d)

1 6 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22 CFR 226 30 through 37

1 7 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935 (Special Free World). USAID Geographic Code 935 includes any area or country in the Free World including the cooperative country Cuba, vis-a-vis the Cuban Democracy Act of 1992.

In accordance with the Cuban Democracy Act, Cuba is considered an eligible source for those procurements necessary to carry out the specific, narrow purpose of this Grant. In addition, the U S Treasury Department has issued USAID License No C-18212 and Amendment No C-18212-A thereto, authorizing the Agency to carry out the full range of activities under this Grant.

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1 8 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefit	25%	1/	3/	4/
Overhead Rate	18%	2/	3/	4/

- 1/ Base of Application Total Salaries
- 2/ Base of Application Total program costs excluding commodities (i e , books and materials) and ocean freight
- 3/ Type of Rate Provisional
- 4/ Period To Be Determined

1 8 1 SPECIAL AWARD CONDITION

(a) In accordance with 22 CFR 226 14, the following special award condition applies to this Grant

(b) Provisional indirect cost rates are included in this Grant on the condition that the Grantee will submit a formal indirect cost proposal to USAID's Overhead & Special Costs & Closeout Branch (M/OP/PS/OCC) within 90 days of the award The purpose of this proposal is to establish a current Negotiated Indirect Cost Rate Agreement (NICRA) with USAID

(c) The Grantee also agrees to report on actual indirect rates in their CY 1998 OMB A-133 report and future A-133 audit reports

(d) In the event the Grantee does not comply with these conditions, no payments will be made on the provisional indirect cost rates

1 9 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
- 22 CFR 226
- Attachment 3 - Standard Provisions
- Attachment 2 - Program Description

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1 10 COST SHARING

The Recipient agrees to expend an amount not less than 90% of the total Federal contribution. Cost sharing contributions will meet the criteria as set out in 22 CFR 226.23

1 11 COMMUNICATIONS PRODUCTS (OCT 1994)

- (a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services
- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID financed publications and video productions is attached
- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the agreement officer
 - (1) Any communication product costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs
 - (2) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer, and
 - (3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use)

1 12 PAYMENT OFFICE

US AGENCY FOR INT'L DEVELOPMENT
M/FM/CMP/MP
Room 7 07-095 RPB
Washington, DC 20523

1 13 GRANT ADMINISTRATION OFFICE

The post-award grant administration office is the U S Agency for International Development M/OP/B/LA RRB Room 7 09-103, Washington DC 20523. The cognizant Grant Officer is Dana P Doo-Soghoian, Grants Officer and may be contacted at 202-712-5671

1 14 PROJECT OFFICE

The Project Office is the U S Agency for International Development, LAC/SPM, RRB, Washington, DC 20523 The cognizant Project Officer is the USAID Senior Advisor to Cuba, David Mutchler, and may be contacted at 202-712-4742

1 15 SPECIAL PROVISIONS

(a) This Grant is made pursuant to the authorities of the Cuban Democracy Act, 22 U S C Sec 6001 et seq , Sec 6004, ("CDA") and the Cuban Liberty and Democratic Solidarity (Libertad) Act of 1996, 22 U S C Sec 6021 et seq , Sec 6039, ("Libertad Act") Activities authorized and financed under this Grant are governed and limited by the terms of the CDA and the Libertad Act

(b) The CDA and the Libertad Act authorize assistance through nongovernmental organizations to support individuals and independent nongovernmental organizations to promote peaceful, non-violent democratic change in Cuba through various types of democracy-building efforts for Cuba The Grantee agrees that funds made available under this Grant will only be utilized for peaceful non-violent activities in accordance with the CDA and the Libertad Act The Grantee has assured USAID that the program of the Grantee does not include support or promotion of political change in Cuba by violent means

(c) The Grantee further agrees that no funds made available under this Grant will be utilized

(1) by the Grantee b/ any subgrantee or subrecipient or by any member organization of the Grantee in any program involving support or promotion of political change in Cuba b/ violent means,

(2) nor b/ any subgrantee, subrecipient or member organization of the Grantee the program of which includes support or promotion of political change in Cuba by violent means

(d) No funds or assistance under this Grant may be provided to the Cuban Government, as stated in the Libertad Act The Libertad Act, 22 U S C Sec 6023(1) and (5) defines "Cuban Government" as including the government of any political subdivision of Cuba, and also any "agency or instrumentality" of the Government of Cuba as these terms are further defined in 28 U S C Sec 1603(b) Section 1603(b) states that an organization which is either 1) an organ of a foreign state or political subdivision thereof' (here an organ of the Cuban Government) or 2) "a majority of whose shares or other ownership interest is owned by a foreign state or political subdivision thereof' is an "agency or instrumentality of a foreign state," thus ineligible for funding under this Grant Employees of the government of Cuba, as defined above are also ineligible for assistance under this Grant while working in their official capacities However, such persons while not working in their official capacities as employees of the Cuban Government, are considered as individuals and are eligible for assistance Furthermore, merely providing information on transitions to democracy, human rights, and market economies to individuals who are Cuban Government employees is not considered assistance to the Cuban Government, because the

information is offered to these persons as individuals, and does not benefit the current Government of Cuba

- (e) The Conference Report to the Libertad Act H R 104-468, page 50, clarifies that "incidental payments or indirect benefits to commercial or regulatory entities of the Cuban Government, e g , payments for hotels, car rental, travel or transportation to or within the island, purchases of other goods or services in the local economy, customs fees, migration fees, or other comparable government charges" are not considered to be assistance to the Cuban Government which is prohibited by the Libertad Act
- (f) The Grantee shall take all reasonable steps necessary to ensure that the above special provisions a-e are followed In addition to any other remedies stated in the Grant, violation of these special provisions may be grounds for termination of this Grant pursuant to 22 CFR 226 61

LAG-G-00-98-00017-00

Attachment 2

ATTACHMENT 2

PROGRAM DESCRIPTION

The Recipient's proposal entitled "Program for Donation of Books to Benefit the Cuban People" and dated August 1997 is attached hereto as the Program Description (Attachment 2) and is made a part of this Award

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PROGRAM DESCRIPTIONObjective

To establish and operation a 12-month program to donate new books and other informational material to benefit the Cuban people. The Grantee, in collaboration with Caritas Cubana, a non-governmental charity linked to the Catholic Church, will distribute the books and other information material to individuals and to libraries which provide access to all the Cuban people without discrimination.

Summary

USAID funding will cover costs of procuring, warehousing, packing and shipping three 20-foot ocean freight containers, each hold approximately 10,000 or more new books, as well as expenses of setting up and monitoring the program, including communications, travel, and direct shared office costs and supplies.

Approximately 50 percent of the books sent to Cuba will be on such subjects as political science, government and law, market economics and business. Approximately 25 percent will be on such subjects as medicine, nursing and closely related health care sciences and about 25 percent will be children's books.

Most of the books will be in the English language, now the second language of choice of Cuba. The Grantee is being offered an increasing number of Spanish-language books, including economics/business books and children's books on Catholic religious instruction and other subjects.

In the field, the Grantee will provide assistance to Caritas Cubana to select, order, warehouse, stamp, repack and distribute the books, via diocesan regional offices, to hospitals, clinics, libraries, schools, universities, students, teachers, and independent professional associations.

The Grantee will also assist in building capacity/knowledge among the Cuban people that will contribute to a peaceful transition.