



UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

USAID/KAMPALA.
Agency for International Development
Washington D.C. 20521 - 2190.

UGANDA ADDRESS:
USAID Mission to Uganda
P. O. Box 7007, Kampala, Uganda

George W. Egaddu
President
Institute of Certified Public
Accountants of Uganda
P.O. Box 31448
Kampala, Uganda

27 JAN 1997

Subject: Agreement No: 617-0134-G-00-7001-00

Dear Mr. Egaddu:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the United States Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby awards to the Institute of Certified Public Accountants of Uganda (hereinafter referred to as ICPAU or "Recipient"), the sum of \$9,140 to (i) procure and distribute to its members and concerned organizations, the 1996 volume of the International Accounting Standards (ii) print a Code of Ethics, members rules and regulations, and up to five National Accounting Standards, and (iii) implement a corporate promotion campaign as described in the Schedule of this Agreement and Attachment 2, entitled "Program Description."

This Agreement 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 with the effective date and ending December 31, 1997. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Agreement is made to the Institute of Certified Public Accountants of Uganda on condition that the funds will be administered in accordance with the terms and conditions set forth in 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 the Agreement, and return the original and all but one copy to USAID/Uganda.

Sincerely,



Donald B. Clark
Mission Director

ACKNOWLEDGED

The Institute of Certified Public Accountants of Uganda (ICPAU)



George W. Egaddu
President ICPAU

Date: 29/1/97

- Attachments: 1. Schedule
2. Program Description
3. Standard Provisions

FISCAL DATA

APPROPRIATION: 725 61014
BPC: GSS5-95-21617-KG13
GRANT #: 617-0134-G-00-7001-000
EARMARK #: P955158
ELEMENT: 09
AMOUNT: \$2.140

FUNDS AVAILABLE
← Foh
USAID KAMPALA, UGANDA
DATE 1/23/97

ATTACHMENT 1

SCHEDULE

A. PURPOSE OF AGREEMENT

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

B. PERIOD OF AGREEMENT

The effective date of this Agreement is the date of signature. The estimated completion date of the Agreement is December 31, 1997.

C. AMOUNT OF THE AGREEMENT AND PAYMENT

1. USAID hereby obligates the amount of \$9,140 for the purpose of this Agreement.
2. Payment shall be made to the Recipient in accordance with the procedures set forth below.

D. BUDGET

The following is the Agreement budget. All expenditures will be in Uganda shillings.

1. Procurement of International Accounting Standards (1996) Volume	\$5,550
2. Printing	\$1,400
3. Corporate Promotion	\$2,190
Total	\$9,140

Actual amount of shillings disbursed may vary according to available exchange rates. In no case may funds be disbursed in excess of the dollar amount of the agreement, \$9,140.

E. PAYMENT (Periodic Advance and Financial Reporting)

This provision is applicable when (1) the Recipient has an acceptable accounting system (2) the Recipient's financial management system meets the standards for fund control and accountability required under the standard provisions of this agreement entitled "Accounting, Audit, and Records," and (3) the Recipient is a Ugandan non-profit or para-statal organization and therefore qualifies under the class standard deviation approved April 7, 1994.

(1) Periodic advances shall be limited to the minimum amounts estimated to meet disbursement needs for a current period not to exceed 30 days.

(2) A monthly written request should be submitted in Uganda shillings amounts. Advance monies, however, must be deposited into a separate bank account and may not be commingled with any other organizational owned or controlled funds. Interest earned, if any,

on such account(s) must be remitted to USAID for the US Treasury no less than quarterly. Prior to the release of any advance, each organization must provide documentation on the establishment of the required account(s) and specimen signatures of authorized signer(s).

(3) Expenditure (status of funds) reports, by budget line item appropriately certified, will be submitted in Uganda shillings to USAID/Kampala, Controller's Office, on a monthly basis for liquidation of outstanding advance(s). Liquidations will be recorded against the oldest advance(s) first, at the exchange rate used for each advance. Timely reporting/liquidation will be a major consideration for processing of subsequent advances.

(4) Monthly, after initial cash advance, the Recipient shall submit to the USAID Controller voucher SF 1034. Funds will be requested and disbursed in Uganda shillings. Dollar values will be recorded at the exchange rate in effect for USG transactions on the date the advance or reimbursement is processed by the USAID Controller's office; liquidation reports will be processed by USAID at the same exchange rate as the advance being liquidated. In no case may funds be disbursed in excess of the dollar amount of the grant.

Formats for submission of advance requests and expenditure reports are found in Annex A to this Schedule.

F. REPORTING

The Recipient shall submit a final report within 60 days of the completion of the program that will summarize the accomplishments of the program. This report will summarize the activities undertaken by ICPAU.

G. AUDIT AND RECORDS

The Recipient shall maintain books, records, documents, and other evidence in accordance with the recipient's usual accounting procedures to sufficiently substantiate charges to the agreement. The Recipient shall have the program audited annually as outlined in Attachment 3, "Standard Provisions," and agrees to furnish copies of these audit reports to USAID along with such other related information as may be requested by USAID with respect to questions arising from the audit report.

H. TITLE TO PROPERTY

Title to property at the end of the Agreement shall be with the recipient. If the recipient does not continue operating in Uganda after the end of this Agreement non-expendable property financed under this Agreement shall be returned to USAID Uganda. The recipient shall procure all commodities, but USAID/Uganda will assist with customs clearance.

J. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this grant is USAID Geographic Code 935. No major procurement is planned under this Agreement.

ATTACHMENT 2

PROGRAM DESCRIPTION

The business associations component of the Private Enterprise Support, Training and Organizational Development (PRESTO) project is designed to empower the private sector by building the capacity of business and/or professional associations to increase the outreach, quality and sustainability of their services.

The Institute of Certified Public Accountants (ICPAU) is an indigenous non-profit making professional association founded in 1995 by Ugandan Certified Accountants who identified a need for co-ordination and regulation of the accounting profession. ICPAU currently has a membership of 120 and is headed by a President, Mr. G. W. Egaddu, Vice-President, Mr. D. Opio-Okello and has an Executive Secretary/Project Accountant, Mr. Pius K. Bahemuka who runs the daily operations of the Institute.

ICPAU proposes to provide to entrepreneurs, the accounting fraternity, concerned institutions such as the Uganda Manufacturers Association, the Uganda Chamber of Commerce, the Auditor General and the Capital Markets Authority, information and publications required to streamline and introduce National Accounting Standards, a Code of Ethics and rules and regulations. ICPAU will procure 140 copies of the 1996 volume of IAS and provide it to all members of the Institute, and to a few organizations and companies that need to know or apply the IAS. ICPAU will also print a Code of Ethics, members rules and regulations and up to five accounting standards.

A draft Code of Ethics is undergoing final review by the Institute of Chartered Accountants of Scotland under a twinning contract between the Scottish and Uganda Institutes and should be approved by Council in December, 1996. Printing of 150 copies of the document has been estimated at \$1,000 of which USAID will meet half the cost. The other half will come out of an IDA line of credit to the Government of Uganda.

The members rules and regulations provide detailed information to members on the Institute's operations, disciplinary and practice matters, qualification and audit regulations. Work on producing the rules and regulations will commence and be completed during the first half of 1997. The document will be produced in loose-leaf binding and the cost of subsequent amendments will be met from the operating budget of the Institute. Printing of the initial document will be done in 1997 and the cost of printing 150 copies is estimated at \$800. Half of the cost, \$400, will be provided by USAID. ICPAU has also planned a corporate campaign for the months of January and February, 1997.

The activities proposed by ICPAU cut across two of PRESTO's three components. This funding will assist with the strengthening of ICPAU which is a critical business association in Uganda. Its efforts to establish National Accounting Standards will go far beyond the professionalization of accountants since the standards will support the strengthening of the financial and capital markets of Uganda, and improve credibility of financial disclosure, transparency and accountability of Uganda's business environment.

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HandBook 13: Grants
Appendix 4D: Mandatory Standard Provisions for US
Nongovernmental Grantees
Required as Applicable Standard Provisions for Non-US,
Nongovernmental Grantees
DATE CERTIFIED: 1974/10/15
DATE EFFECTIVE: 1992/09/29

**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR
NON-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 this Handbook. Each grant is required to have a payment provision. Check off the provisions which are to be included in the grant. Only those standard provisions which have been checked off are included within the grant.

- | | |
|--|-------------|
| 1. Payment - Periodic Advance | _____X_____ |
| 2. Payment - Cost Reimbursement | _____ |
| 3. Air Travel and Transportation | _____ |
| 4. Ocean Shipment of Goods | _____ |
| 5. Procurement of Goods and Services | _____X_____ |
| 6. AID Eligibility Rules for Goods
and Services | _____X_____ |
| 7. Subagreements | _____ |
| 8. Local Cost Financing | _____X_____ |
| 9. Patent Rights | _____ |
| 10. Publications and Media Releases | _____X_____ |
| 11. Nondiscrimination in Federally
Assisted Programs | _____ |
| 12. Regulations Governing Employees | _____ |
| 13. Participant Training | _____ |
| 14. Voluntary Population Planning | _____ |
| 15. Protection of the Individual as a
Research Subject | _____ |
| 16. Negotiated Overhead Rates -
Provisional | _____X_____ |
| 17. Title To and Use of Property
(Grantee Title) | _____X_____ |
| 18. Title To and Care of Property
(U.S. Government Title) | _____ |
| 19. Title To and Care of Property
(Cooperating Country Title) | _____ |

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20. Cost Sharing (Matching) _____

21. Public Notices _____X_____

5. 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. Conflicts of interests situations involving employees, officers or agents or their immediate families shall be avoided. 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, or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the offeror whose 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 offeror must fulfill in order to be evaluated by the grantee. Any and all offers may be rejected when it is in the grantee's interest to do so.

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

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(i) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary items.

(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.

(iii) Positive efforts shall be made by the grantees to utilize U.S. 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. The grantee shall to the maximum extent possible provide the following information to the Office of Small and 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 or proposals; and

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

(iv) The type of procurement 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. In those instances where a cost type contract authorizes a fee, a fixed amount will be used in lieu of a percentage of cost.

(v) Contracts shall be made only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed contract. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. Contracts shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement

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Programs." AID will provide the grantee with copy of this list upon request.

(vi) All proposed sole source contracts or where only one 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, and market prices, 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 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 and subcontract shall contain in addition to provisions to define a sound and complete contract, the following contract provisions 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 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

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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) All negotiated contracts over \$10,000 awarded by the grantee shall include a provision to the effect that the grantee, AID or 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.
- (4) In all contracts for construction or facility improvement awarded for more than \$100,000, the grantee shall observe generally accepted bonding requirements.
- (5) 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.

(END OF STANDARD PROVISION)

6. AID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 1993)

(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.
 - (1) **Ineligible Goods and Services.** Under no circumstances shall the grantee procure any of the following under this grant:

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- (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 firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." AID will provide the grantee with this list 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.
- (b) **Source, Origin, 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. 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

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definitions on source (including origin and componentry) and nationality are contained in Chapter 5 of AID Handbook 1, Supplement B, entitled "Procurement Policies."

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

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

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

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

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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 grantee 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:
 - (1) The United States (AID Geographic Code 000),
 - (2) the Cooperating Country,

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- (3) Selected Free World countries (AID Geographic Code 941),
- (4) 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

10. PUBLICATIONS AND MEDIA RELEASES (JUNE 1993)

(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 product 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

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one copy each of all published works developed under the grant and with lists of other written work produced under the grant.

- (c) 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 grantee 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)

21. PUBLIC NOTICES (JUNE 1993)

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.

22. Communications Products (See Interim Update Dataset, Major Functional Series 300, Interim Update =2).

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[AVAILABLE IN GUIDED SEARCH ONLY!]

(END OF STANDARD PROVISION)

** END OF SECTION **

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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 grantee 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)

21. PUBLIC NOTICES (JUNE 1993)

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.

22. Communications Products (See Interim Update Dataset, Major Functional Series 300, Interim Update #2).

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[AVAILABLE IN GUIDED SEARCH ONLY!]

(END OF STANDARD PROVISION)

** END OF SECTION **

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8. 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

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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."

(d) Ineligible Goods and Services: Under no circumstances shall the grantee procure any of the following under this grant:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police or other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

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

17. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE) (MAY 1986)

(This provision is applicable only when the Government vests title to property in the grantee.)

- (a) Title to all property financed under this grant shall vest in the grantee.
- (b) The grantee agrees to use and maintain the property for the purpose of the grant.
- (c) With respect to property having an acquired value of \$1,000 or more, the grantee agrees to report such items to the grant officer as they are acquired and to maintain a control system which will permit their ready identification and location.
- (d) Within thirty calendar days after the end of the grant, the grantee will provide a list to the grant officer of each item that has an appraised value of \$1,000 or more with a detailed proposal of what the grantee intends to do with that property. If the grant officer does not respond within 120 calendar days, the grantee may proceed with the disposition of the property. However, if the grantee uses the property for purposes other than those of the grant or sells or leases the property, AID shall be reimbursed of its share of the property unless the grant officer authorizes AID's share of the income from selling or leasing the property to be used as program income. This share is based upon the percentage of AID's contribution to the grantee's program. If AID paid 100% of the grantee's costs, then AID would receive 100% of the selling cost less a nominal selling fee of \$100.

(END OF STANDARD PROVISION)

ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING
NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

ICPAU (hereinafter called the "Applicant")

hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from AID, and that with respect to the grant for which application is being made, it will comply with the requirements of:

- (1) Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 200-d) which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance,
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance,
- (3) The Age Discrimination Act of 1975, as amended Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with federal funds,
- (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et. seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
- (5) AID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

If the Applicant is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions for Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

Certification Regarding Drug-Free Workplace Requirements

Alternate I

A. The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing a drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Institute of Certified Accountant of Uganda
Embassy House, 9-11 Parliament Avenue
P.O. Box 31448, Kampala - Uganda

Alternate II - Not applicable

By:  _____

Typed Name: **G. W. EGADU**

Title: **PRESIDENT**

Date: **9TH JANUARY, 1997.**

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 instruction.

(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.

ACTION MEMORANDUM FOR THE MISSION DIRECTOR, USAID/UGANDA**FROM:** Jim Gohary, Private Sector Officer **SUBJECT:** Private Enterprise Support, Training and Organizational Development (PRESTO) Project (617-0134) Grant to the Institute of Certified Public Accountants of Uganda (ICPAU)

Problem: Your approval is required (i) for a \$9,140 grant to the Institute of Certified Public Accountants of Uganda (ICPAU) for a period of 12 months, (ii) the non-competitive award of this grant and (iii) to waive ICPAU's 25% contribution to the grant.

Discussion: ICPAU is an independent, non-profit making professional association of certified public accountants that currently has a membership of 120. Since its inception in 1995, ICPAU has organized a seminar on the importance of accounting and auditing standards and intends to begin, during the months of January and February, 1997, a corporate promotion in the mass media, to promote the use of International Accounting Standards (IASs) while the accounting fraternity develops a National Accounting Standard.

Description of the Grant: The purpose of the grant is to support ICPAU procure 140 copies of the 1996 volume of IASs and provide it to all members of the Institute, and to a few organizations and companies that need to know or apply the IAS. ICPAU will also print a Code of Ethics, members rules and regulations and up to five accounting standards.

A draft Code of Ethics is undergoing final review by the Institute of Chartered Accountants of Scotland under a twinning contract between the Scottish and Uganda Institutes was executed in September 1996. Printing of 150 copies of the document has been estimated at \$1,000 of which USAID will meet half the cost. The other half will come out of an IDA line of credit to the Government of Uganda.

The members rules and regulations provide detailed information to members on the Institutes operations, disciplinary and practice matters, qualification and audit regulations. Work on producing the rules and regulations will commence and be completed during the first half of 1997. The document will be produced in loose-leaf binding and the cost of subsequent amendments will be met from the operating budget of the Institute. Printing of the initial document will be done in 1997 and the cost of printing 150 copies is estimated at \$800. Half of the cost, \$400, will be provided by USAID.

Although ICPAU has adopted IAS, it is necessary to develop Uganda Accounting Standards (UAS) which are in line with IAS except where local conditions differ from those on which IAS are based. UAS will be produced over a period of time and revised when necessary. Two UAS have been approved by Council and await printing, these are: (i) Disclosure of Accounting Policies and (ii) Presentation of Current Assets and Current Liabilities. Accounting for VAT and Cash flow Statements will soon be issued as Exposure Drafts in photocopy form.

In 1997, ICPAU will issue a total of eight accounting standards including the above. The Accounting Standards will be printed in 1997 and estimated to cost \$1,000 of which USAID will contribute \$500. A bound volume of standards will be issued by the Institute after some years of experience.

Lastly, the Institute intends to publicize its role and educate the public about the function of the accountant, regulation and disciplinary procedures in the profession. The Institute will conduct television and radio programs. A series of newspaper adverts and articles will be issued in the New Vision that require a USAID contribution of \$730.

PVO Registration: ICPAU is duly registered with the Uganda Government Registrar as a professional association.

Anticipated Impact: At the conclusion of this program, Uganda shall adopt one accounting standard. This will support the strengthening of the financial and capital markets of Uganda, improve credibility of financial disclosure, transparency and accountability of Ugandas' business environment.

Choice of Instrument: A direct grant to ICPAU is appropriate because ICPAU will use the grant to carry out its own program. Substantive involvement by USAID is not required.

Justification for Non-competitive Award: ICPAU was selected non-competitively based on its submission of an un-solicited proposal to execute activities related to accounting.

Grantee's Management Capability: ICPAU is an indigenous professional association founded in 1995 by Ugandan Certified Accountants who identified a need for co-ordination and regulation of the accounting profession. The financial, material, and human resources required to facilitate the proposed activities are in place. ICPAU is headed by a Chairperson and a Secretary, Mr. Pius K. Bahemuka who runs the daily operations of the Institute. The association has in place an accounting system as required by the USAID Controller's Office.

Grant Negotiations: In October, 1996, Mr. Pius K. Bahemuka, the Secretary of ICPAU wrote to USAID and talked to the Private Sector Officer, Mr. Jim Gohary about the development of National Accounting Standards. Subsequent discussions with Mr. Bahemuka resulted in the submission of a request for financial assistance on November 28, 1996. He requested funding to procure IAS, print a Code of Ethics, rules and regulations, four or five accounting standards and embark on an intensive corporate promotion. The costs proposed are fair and reasonable. This grant will enable ICPAU to procure and distribute to concerned bodies of the private sector, information and publications required to develop a National Accounting Standards.

Grantee Contribution: ICPAU is a new association with no independent source of income. Pursuant to PD16, you have the authority to waive the contribution of new or small nonprofit

institutions without significant independent or external sources of funds. However, the Institute is the recipient of an IDA line of credit to the Uganda Government that will fund 50% of the costs of the program described above. Its membership and Council are committed to recovering operational costs through fees and dues within a few years of initial donor support.

Pre-award Survey: A pre-award survey carried out by the USAID Controller's Office to assess capability to manage USAID funds indicated ICPAU has adequate financial controls in place.

Authority: Delegation of Authority 452 gives Mission Directors the authority to execute grants for amounts not exceeding \$100,000. Approving this grant is, therefore, within your delegated authority. PD 16 gives you the authority to reduce or waive the grantee contribution. ADS 303.5.3c authorizes you to approve a non-competitive award based on an unsolicited proposal.

Recommendation: That you: 1) approve a \$9,140 grant to ICPAU for a period of 12 months; 2) approve the non-competitive award of this grant; 3) and waive ICPAU's financial contribution to the grant by signing this Action Memorandum, and the grant letter.

Approved: _____

Disapproved: _____

Date: _____



1/27/97

Attachments: ICPAU Grant Letter

Clearance Page for the PRESTO Project Grant to ICPAU

JWakhweya:DPA	(in draft)	Date 12/16/96
JGohary:PSO	(in draft)	Date 12/16/96
PFine:C/GDO	(in draft)	Date 01/06/97
SFine:PDO	<u>ST</u>	Date <u>1/16/97</u>
KLeBlanc:CONT	<u>K</u>	Date <u>1/23/97</u>
TFillinger:REDSO.LEG	(e-mail)	Date 01/09/97
JHale:D/DIR	<u>JHale</u>	Date <u>1-24-97</u>
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