

PD BBN 807



United States of America  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
Office: KUWAITI TOWER BLDG. NILE AVE, KHARTOUM, SUDAN  
TELEX NO. 22033 USAID SD



United States Postal Address:  
United States Agency for International Development  
Amembassy Khartoum  
APO New York 09668-7001

International Postal Address:  
USAID Mission Sudan  
United States Embassy  
P.O. Box 699 Khartoum, Sudan

Mr. Tom Lavin  
Field Director,  
Concern  
Khartoum, Sudan

Subject: Project No. 650-0076  
Sub-project No. 650-E-617  
Grant No. 650-0076-G-SS-8075

Dear Mr. Lavin:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the United States of America, acting through the Agency for International Development (hereinafter referred to as USAID), hereby grants to the Irish non-governmental humanitarian agency Concern, (hereinafter referred to as Concern or Grantee) the sum of twenty five thousand United States Dollars (dollars 25,000), to be used to finance the purchase and transport cost of plastic sheeting which will be distributed by Concern to displaced persons living in Khartoum whose homes were damaged by the floods of August, 1988.

This Grant is effective as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of the objectives of the program during the period beginning with the effective date of the Grant and ending March 31, 1989.

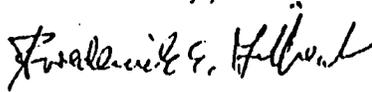
This grant is made to Concern on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled "The Schedule;" Attachment 2, entitled "Program Description;" and Attachment 3, entitled "Standard Provisions," which have been agreed to by your organization.

**BEST AVAILABLE DOCUMENT**

1

IN WITNESS WHEREOF, The Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the date first above written.

Yours sincerely,



Frederick E. Gilbert  
Acting Mission Director

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED: Concern

By: Wade Cunniff

Title: ADMINISTRATOR

Date: 30/9/88

FISCAL DATA

PIO/T No. 650-0076.000-3-80077

Project No. 650-E-617

Grant No. 650-0076-G-SS-8075

Total Estimated Amount Dols 25,000

Total Obligated Amount Dols 25,000

Funding Source: Appropriation: 72-1181021

- BPC : JDNA-88-10700-HG41

- Control No. : V8075026

FUND AVAILABLE  
DATE: 30/9/88 BY: Jim

BEST AVAILABLE DOCUMENT



*T/Staal*

Drafted by: GDO:T/STaal:09/29/88:3158F

Cleared by: GDO:HIPStrong *ES* Date *9/2/88*  
PO:ERauch *E.H.C* Date *7/30/88*  
CO:JKryschtal *Dan B* Date *7/30/88*  
CONT:IMartin *gm* Date *29 Sept 88*  
A/DD:BJensen *BJ* Date *9/21/88*  
RLA: By cable Nairobi 027200 Date: 09/29/88

**BEST AVAILABLE DOCUMENT**

SCHEDULE  
Project No. 650-E-617  
Grant No. 650-0076-G-SS-8075

A. Purpose of Grant

The purpose of this Grant is to provide support for the Concern Flood Relief Project, as more specifically described in Attachment 2 to this Grant entitled quote Program Description unquote.

B. Period of Grant

The effective date of this Grant is upon signing. The expiration date of this Grant is March 31, 1989.

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of Dols.25,000 (Twenty Five Thousand U.S. Dollars) for purposes of this Grant.
2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3 - Standard Provision of this Grant entitled "Payment Periodic Advance".

D. Financial Plan

The following is the Grant Budget, including local cost financing items. Revisions to this budget shall be made in accordance with Standard Provision of this Grant, entitled "Revision of Grant Budget".

|                                 | U.S. Dollars |
|---------------------------------|--------------|
| 1. Purchase of Plastic Sheeting | 18,200.00    |
| 2. Transport to Sudan           | 6,800.00     |
| 3. Total                        | 25,000.00    |

E. Reporting Requirements

1. Technical - The Grantee shall provide periodic reports, as specified in the Program Description, to USAID/Sudan. At the conclusion of the period of implementation financed by this Grant, the Grantee shall provide USAID/Sudan with a final report describing the implementation of the program during the period of this Grant.

2. Fiscal - The Grantee shall follow the fiscal reporting requirements contained in the Optional Standard Provision of this Grant entitled "Payment Periodic Advance".

11

## F. Special Provisions

1. For all purposes relevant to this Agreement, the Grantee will be represented by their Field Director, based in Khartoum, and USAID will be represented by the individual holding or acting in the Office of Mission Director, USAID/Sudan, each of whom, by written notice, may designate additional representatives for the purpose of implementing the provisions of this Agreement. The names of the representatives of the Grantee, with specimen signatures, will be provided to USAID which may accept as duly authorized any instrument signed by such representatives in implementation of this agreement, until receipt of written notice of revocation of their authority.

2. Any notice, request, document, or other communication submitted by either party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

- To the Grantee : Field Director
- Mail Address : Concern
- P.O. Box 3277
- Khartoum, Sudan
  
- To USAID : U.S. Agency for
- International Development
- Mail Address : c/o American Embassy
- P.O. Box 699
- Khartoum, Sudan

Other addresses may be substituted for the above upon giving of written notice.

3. Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Termination of this Agreement will terminate any obligations of the parties to provide financial or other resources to the program pursuant to this Agreement, except for payment which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of this Agreement.

## G. Standard Provisions

The mandatory and the indicated optional standard provisions contained in Attachment 3 are a part of this Grant.

### II. Overhead Rate

No overhead or other indirect costs will be reimbursed to the Grantee from funds provided under this Grant.

### I. Title to Property

Title to commodities purchased under this Grant shall vest in the Grantee in accordance with the Optional Standard Provision Entitled, "Title to and Use of Property".

5

J. Authorized Geographic Code

1. The authorized geographic code for procurement of goods and services under this Grant is Code 935.

## Attachment 2

### PROGRAM DESCRIPTION

On the night of August 4/5 Khartoum experienced the heaviest rainfall ever recorded in one rainstorm, causing widespread flooding and substantial damage to a high proportion of the buildings in the city and the surrounding area. Therefore the U.S. Ambassador issued a disaster declaration in his cable Khartoum 8916, dated August 7, 1988. The U.S. dollars 25,000 which were subsequently made available for funding projects to assist those affected by the disaster are to be utilized for the program herein described.

The purpose of this Program Description is to further elaborate the understandings of the parties regarding the terms and conditions under which financing will be provided by USAID to meet the costs of Disaster Relief Activities including the purchase of plastic sheeting and air transport to Khartoum and to set out the agreed responsibilities of the parties with respect to implementation of the program.

#### I. ACTIVITIES ELIGIBLE FOR FINANCING UNDER THE GRANT

The principal purpose of this Grant is to finance the purchase of plastic sheeting and its air transport to Khartoum, to meet the emergency needs of displaced persons living in Khartoum whose homes have been damaged by the floods of August 1988.

#### II. IMPLEMENTING AGENCY

The non-governmental humanitarian agency Concern will be the primary agency responsible for the implementation of activities outlined in this Agreement. They will work in conjunction with Sudanese Catholic Church relief agency, Sudan Aid, and with the assistance of the tribal chiefs.

#### III. RESPONSIBILITIES OF THE PARTIES

##### A. GENERAL

Populations in need of the plastic sheeting have been identified already in surveys done by Concern and Sudan Aid among the displaced in the three towns of greater Khartoum. Some plastic sheeting has already been distributed and these funds will enable Concern to complete the distribution to the needy population. The people to whom the plastic sheeting is to be distributed are displaced people mostly from southern Sudan. They are already being served by either Concern or its partner agency, Sudan Aid, with other resources such as food or medical aid and the activity funded by this grant is in some sense an extension of their on-going activity. However, because of the heavy rains and subsequent flood of early August, 1988 these people are now in need of plastic sheeting to use as shelter until such time that they can rebuild their damaged homes.

7

Concern has an established procurement procedure which they have used to immediately purchase and send emergency supplies for the flood emergency. The plastic sheeting funded by this grant will be purchased through this procedure and consigned for delivery to Sudan as soon as possible. Because of the nature of the emergency, purchase and transport of the plastic sheeting is allowed from AID geographic code 935. Since the sheeting must be purchased and arrangements made to transport it immediately, Concern will begin purchasing and transport of the plastic as soon as they receive confirmation from USAID that we will reimburse the cost of the purchase and the transport.

#### B. DISTRIBUTION PROCEDURES

Concern has already, in conjunction with Sudan Aid, carried out a survey of the area and registered families which are in need of various types of relief aid due to damages incurred in the flood. Some items have been distributed, but an additional 7,000 families are in need of plastic sheeting.

The plastic sheets will be cut into 10 smaller pieces at the Concern facilities. It will then be transported to the distribution sites in eastern Khartoum. Each tribal leader will be given a certain number of sheets based on the number of families registered under his leadership which have been determined to need the sheeting. The tribal leader is then responsible for distributing the sheets to the families under him, but Concern monitors will follow-up to see that the registered families have received their allocation. Concern will make a full, detailed report on the distribution and submit it to USAID as soon as possible after the completion of the distribution.

8

ACTION: AID-2 INFO: AMB DCM ECON//5

0000

VZCZC 0240  
 OO RUEUKH  
 DE RUEUNR #7200 2730717  
 ZNR UUUU ZZH  
 O 290716Z SEP 88  
 FM AMEMBASSY NAIROBI  
 TO AMEMBASSY KHARTOUM IMMEDIATE 0968  
 BT  
 UNCLAS NAIROBI 27200

3/58

29-SEP-88  
 TOR: 07:17  
 CN: 55679  
 CHR: AID  
 DIST: AID

AIDAC

0000

E.O. 12356: N/A  
 SUBJECT: SUDAN - DRAFT GRANT AGREEMENT: EMERGENCY  
 RELIEF ACTIVITIES RELATING TO KHARTOUM FLOOD  
 DISASTER

GDO

REF: KHARTOUM 11234

0000

1. BASED ON ASSUMPTION THAT PVO IS PROPERLY REGISTERED, RLA CLEARS SUBSTANCE OF GRANT BUT REQUIRES THAT IT CONFORM TO HANDBOOK 13 FORMAT CONSISTING OF (A) LETTER; (B) SCHEDULE; (C) PROGRAM DESCRIPTION, AND (D) STANDARD PROVISIONS. WHILE THERE MAY BE SPECIAL CIRCUMSTANCES OR PRECEDENT FOR USAID/SUDAN DEVIATING FROM STANDARD FORMAT, RLA IS UNAWARE OF THESE CIRCUMSTANCES. WOULD BE PLEASED TO DISCUSS FORMATS, GENERALLY, ON TDY. FOLLOWING IS GUIDANCE IN CONFORMING GRANT TO HANDBOOK REQUIREMENTS.

2. PARAS 1 AND 2 OF LETTER TEXT REFTEL CORRECTLY CONFORM TO FORMAT IN HANDBOOK 13, PAGE 4A-1.

9/30

0000

3. PARA 2 OF LETTER, REFTEL, IS TO CONFORM TO PARA 3 OF SAMPLE FORMAT -- "THIS GRANT IS MADE TO CONCERN ON CONDITION THAT THE FUNDS WILL BE ADMINISTERED IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS SET FORTH IN ATTACHMENT 1, ENTITLED "THE SCHEDULE"; ATTACHMENT 2, ENTITLED "PROGRAM DESCRIPTION", AND ATTACHMENT 3 ENTITLED "STANDARD PROVISIONS", WHICH HAVE BEEN AGREED TO BY YOUR "ORGANIZATION". FYI: THIS CLAUSE IS CRITICAL IN MAKING THE ATTACHMENTS LEGALLY BINDING. END FYI.

0000

4. PARAS 4 TO 6 OF LETTER, REFTEL, SHOULD BE INTEGRATED INTO SPECIAL PROVISION PARAGRAPH (SECTION F) OF SCHEDULE.

5. PROGRAM DESCRIPTION SHOULD BE DESIGNATED ATTACHMENT 2.

6. MANDATORY STANDARD PROVISION FOR NON-U.S. NGO, CONTAINED IN HANDBOOK 13, APPENDIX 4D MUST BE ATTACHED AND DESIGNATED ATTACHMENT 3. FYI: STANDARD PROVISIONS ARE REFERENCED IN PARAGRAPH 3

BT

UNCLASSIFIED NAIROBI 027200

G

DT

UNCLASSIFIED NAIROBI 027200

OF GRANT LETTER. END FYI.

7. REFTEL CONTAINED NO FINANCIAL PLAN. RLA SUGGESTS THIS MAY BE USEFUL AND SHOULD BE SHOWN, PER HANDBOOK 13 FORMAT, IN PARAGRAPH D OF SCHEDULE, ATTACHMENT 1.

8. SIGNATURE AND ACKNOWLEDGEMENT, PER SAMPLE FORMAT, ARE TO BE SHOWN ON LETTER. CONSTABL:

BT

//7200-

NNNN

.

DT

UNCLASSIFIED NAIROBI 027200

Attachment 3

|                          |                           |                                |                  |
|--------------------------|---------------------------|--------------------------------|------------------|
| AID HANDBOOK 13, App. 4D | Trans. Memo. No.<br>13:42 | Effective Date<br>Jan. 1, 1987 | Page No.<br>4D-7 |
|--------------------------|---------------------------|--------------------------------|------------------|

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                                 | _____         |
| 2. Payment - Cost Reimbursement                               | _____ X _____ |
| 3. Air Travel and Transportation                              | _____ X _____ |
| 4. Ocean Shipment of Goods                                    | _____ X _____ |
| 5. Procurement of Goods and Services                          | _____ X _____ |
| 6. AID Eligibility Rules for Goods and Services               | _____ X _____ |
| 7. Subagreements  | _____         |
| 8. Local Cost Financing                                       | _____         |
| 9. Patents Rights   | _____         |
| 10. Publications  | _____         |
| 11. Nondiscrimination   | _____         |
| 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                   | _____         |
| 17. Government Furnished Excess Personal Property             | _____         |
| 18. Title To and Use of Property (Grantee Title)              | _____ X _____ |
| 19. Title To and Care of Property (U.S. Government Title)     | _____         |
| 20. Title To and Care of Property (Cooperating Country Title) | _____         |
| 21. Cost Sharing (Matching)                                   | _____         |

(INCLUDE THIS PAGE IN THE GRANT)

(NEXT PAGE 4D-9)

11