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MEMORANDUM OF DISTRIBUTION

I OBLIGATION. This is a partial  final award under PIO/T No 180-0032-3-183042 If final obligation, Office of Procurement (OP) has no objections to the dereserving of any remaining funds.

II. DOCUMENT IDENTIFICATION/INFORMATION:

- a) Document No EUR-0032-A-00-1031-00 Mod No
b) Incremental funding action: YES NO
c) Buy-in: YES NO
d) Document has been transmitted to recipient/grantee for signature. Date transmitted
e) Method of Financing (check one only)
Letter of Credit
Periodic Advance
Direct Reimbursement

III FM DISTRIBUTION:

- One original signed copy to FM for recording obligation. FM/A/PNP, Room 612; SA-2
One copy to FM paying office FM/CMPD, Room 700; SA-2

IV. TECHNICAL OFFICE/MISSION/CONTRACTOR DISTRIBUTION:

- Technical Office: Dana Frago (office symbol, name, rm, & bldg. #)
Mission: (specify)
Program Office: ENE/PD/PCS, Judy Britt, Room 3320, N.S.
Contractor: date mailed: (copy of document signed by all parties)

V. OP DISTRIBUTION:

- Helen Tartaro, PS/SUP, Room 1435; SA-14 Copy of Delivery Orders. (Plus copy of PIO/T facesheet)
Anna Robinson, PS/SUP, Room 1436; SA-14 OP/PS/SUP copy of all other documents, including final assistance document signed by all parties. (Plus a copy of the PIO/T facesheet)
Copy of this form goes with each copy of the document distributed and original remains in the official file.

Diane M. Miller Date: 4/02
Diane M. Miller
Acting Chief, OP/OS/EE

**Agency for International Development**  
Washington, D.C. 20523

APR 18 1991

Mr. Kenneth Wood  
Vice President/Development  
Feed the Children -  
Larry Jones International Ministries, Inc.  
325 Pennsylvania Ave., Southeast  
Suite 235  
Washington, DC 20003

**Subject: Cooperative Agreement No. EUR-0032-A-00-1031-00**

Dear Mr. Wood:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby provides to Feed the Children - Larry Jones International Ministries, Inc. (hereinafter referred to as "Feed the Children" or "Recipient") the sum of one million dollars (\$1,000,000) in support of a three-year project entitled "Private Voluntary Organization (PVO) Humanitarian/Development Initiatives Project" (Project Number 180-0032), as more fully described in Attachment 1 of this Cooperative Agreement entitled "Schedule" and Attachment 2, entitled "Program Description."

This Cooperative 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 project objectives for the period set forth in Section 1.B. of Attachment 1 of this Cooperative Agreement. Funds disbursed by A.I.D. but uncommitted by the Recipient at the expiration of this period shall be refunded to A.I.D.

The total estimated amount of this Cooperative Agreement is \$1,000,000 of which the full amount is hereby obligated. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to Feed the Children on the condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, the Schedule; Attachment 2, the Program Description; and Attachment 3, the Standard Provisions; which have been agreed to by your organization and which together constitute the complete Cooperative Agreement.

Please sign the original and each copy of this cover letter to acknowledge your receipt of this Cooperative Agreement, and return the original and all but one copy to the undersigned.

Sincerely,



Diane M. Miller  
Grant Officer  
Overseas Division-EE  
Office of Procurement

**Attachments:**

- A. Fiscal Data
- 1. Schedule
- 2. Program Description
- 3. Standard Provisions
- 4. Standard Form 269
- 5. Standard Form 272

**ACKNOWLEDGED:**

**FEED THE CHILDREN - LARRY JONES INTERNATIONAL MINISTRIES, INC.**

BY: 

TYPED NAME: Larry Jones

TITLE: President

DATE: April 29, 1991

Attachment A

FISCAL DATA

PIO/T No.	:	180-0772-3-1183042
Appropriation No.	:	72-111021.8
Budget Plan Code	:	QDHA-91-33186-IG-12
Allotment No.:	:	148-63-186-01-69-11
Total Estimated Amount	:	\$1,000,000
Total Obligated Amount	:	\$1,000,000
Technical Office	:	ENE/EUR, D. Frago
Funding Source	:	FM/CMPD/LC
DUNS No.	:	07-426-8897
TIN	:	73-6108657

Attachment 1

**SCHEDULE**

**A. PURPOSE OF COOPERATIVE AGREEMENT**

The purpose of this Cooperative Agreement is to provide financial support for the program described in Attachment 2, "Program Description." This program is in response to the Request For Applications (hereinafter referred to as "RFA") to the PVO Humanitarian/Development Initiatives Project.

**B. PERIOD OF COOPERATIVE AGREEMENT**

1. The effective date of this Cooperative Agreement is the date of the attached cover letter and the estimated completion date is April 17, 1994.

2. Funds obligated hereunder are available for project expenditures for the estimated period from the date of this Cover Letter through the estimated completion date as shown in the financial plan of this Cooperative Agreement (see Section D).

**C. AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT**

1. The total estimated amount of this Cooperative Agreement for the period shown in Section B.1. above is \$1,000,000.

2. A.I.D. hereby obligates the amount of \$1,000,000 for project expenditures during the period set forth in Section B.2. above and as shown in the financial plan of this Schedule (see Section D).

3. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3, the standard provision entitled "Payment - Letter of Credit."

In accordance with this standard provision, the Recipient shall submit the required documentation to the following address:

Agency for International Development  
Office of Financial Management, FM/CMPD/LC  
Room 700, SA-2  
Washington, D.C. 20523-0209

**D. FINANCIAL PLAN**

1. The following is the financial plan for this Cooperative Agreement. The Recipient may not exceed the obligated amount (see Section C.2 of this Schedule). Except as specified in the standard provisions entitled "Revision of Grant Budget" and "Cost Sharing (Matching)", as shown in Attachment 3, the Recipient may adjust line item amounts as may be reasonably necessary for the attainment of project objectives.

**A.I.D. and Recipient ("Cost Share") Funding**

(\$ in thousands)

<u>Category</u>	<u>Year 1</u>		<u>Year 2</u>		<u>Year 3</u>		<u>Total</u>		<u>Grand Total</u>
	<u>AID</u>	<u>FTC</u>	<u>AID</u>	<u>FTC</u>	<u>AID</u>	<u>FTC</u>	<u>AID</u>	<u>FTC</u>	
<u>Country Name</u> :	Romania								
Salaries	38.6	0	40.5	0	42.6	0	121.7	0	121.7
Travel/Trans.	3.5	0	3.5	0	3.5	0	10.5	0	10.5
Administration	25.6	0	21.1	0	21.6	0	68.3	0	68.3
Supplies	180.0	192.5	100.0	135.0	30.0	135.0	310.0	462.5	772.5
Trans. of Sup.	12.5	0	12.5	0	12.5	0	37.5	0	37.5
Services	48.0	45.0	36.0	45.0	15.6	45.0	99.6	135.0	234.6
Mon./Eval.	26.7	0	7.2	0	7.2	0	41.1	0	41.1
<b>Country Total</b>	<b>334.9</b>	<b>237.5</b>	<b>220.8</b>	<b>180.0</b>	<b>133.0</b>	<b>180.0</b>	<b>688.7</b>	<b>597.5</b>	<b>1286.2</b>

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A.I.D. and Recipient ("Cost Share") Funding

(\$ in thousands)

Category	Year 1		Year 2		Year 3		Total		Total
	AID	FTC	AID	FTC	AID	FTC	AID	FTC	
<b>HEADQUARTERS:</b>									
Salaries	31.7	17.6	33.8	15.2	36.4	15.8	101.9	48.6	150.5
Travel/Per Diem	5.5	0	3.1	0	3.1	0	11.7	0	11.7
Subagreement	53.6	0	54.6	0	55.0	0	163.2	0	163.2
Telephone/Comm.	0	3.0	0	3.0	0	3.0	0	9.0	9.0
Evaluation	9.7	0	11.8	0	13	0	34.5	0	34.5
<b>TOTAL</b>	<b>100.5</b>	<b>20.6</b>	<b>103.3</b>	<b>18.2</b>	<b>107.5</b>	<b>18.8</b>	<b>311.3</b>	<b>57.6</b>	<b>368.9</b>
<b>TOTAL COUNTRY</b>	<b>334.9</b>	<b>237.5</b>	<b>220.8</b>	<b>180.0</b>	<b>133.0</b>	<b>180.0</b>	<b>688.7</b>	<b>597.5</b>	<b>1286.2</b>
<b>TOTAL HDQTRS</b>	<b>100.5</b>	<b>20.6</b>	<b>103.3</b>	<b>18.2</b>	<b>107.5</b>	<b>18.8</b>	<b>311.3</b>	<b>57.6</b>	<b>368.9</b>
<b>GRAND TOTAL</b>	<b>435.4</b>	<b>258.1</b>	<b>324.1</b>	<b>198.2</b>	<b>240.5</b>	<b>198.8</b>	<b>1000.0</b>	<b>655.1</b>	<b>1655.1</b>

2. Financial Plan Notes

a. See section I.4 of the Special Provisions for "Cost Sharing" in this Cooperative Agreement.

b. Indirect (Overhead) cost rates are not included in the Cooperative Agreement under A.I.D. funding, nor are they considered as cost-sharing by the Recipient. All indirect costs are listed as direct charges in the budget.

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3. Inclusion of any cost in the financial plan of this Cooperative Agreement 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 Mandatory Standard Provision set forth in Attachment 3 entitled "Allowable Costs") and the terms and conditions of this Cooperative Agreement.

**F. REPORTING REQUIREMENTS**

**1. Financial Reports**

a. Financial reporting requirements shall be in accordance with the standard provision of this Cooperative Agreement entitled "Payment - Letter of Credit", as shown in Attachment 3.

b. The original and two (2) copies of all financial reports shall be submitted to the Office of Financial Management, whose address is listed in Section C.3. of this Schedule.

c. The Recipient's financial reports shall include expenditures of A.I.D. funds provided hereunder, as well as non-federal cost sharing funds in accordance with Section I.4 and the standard provision entitled "Cost Sharing (Matching)."

d. Concurrently with the submission of Program Evaluation Reports (see Section F.3), one (1) copy of all financial reports shall be submitted to the Project Officer, or her designee, at the office listed below:

Donna Frago, ENE/EUR  
Agency for International Development  
Bureau for Europe and the Near East  
Office of European Affairs  
Room 6923, NS  
Washington, D.C. 20523-0069

**2. Project Implementation Plan**

a. Not later than thirty (30) days from the effective date of this Cooperative Agreement (see Section B.1. of this Schedule), the Recipient shall prepare and submit to the A.I.D. Project Officer specified in Section F.1.d. of this Schedule the original and two (2) copies of a detailed project implementation plan (PIP) for the full term of this Cooperative Agreement.

b. The Recipient may develop the PIP in consultation with the Project Officer. The PIP reporting format should contain the following elements:

(1) A brief description of the major activities indicating the expected outcomes, responsible persons, planned starting and completion dates and duration of the activity (actual time required to complete the task, which may be less than the planned time between starting and completion dates.)

(2) A timeline showing the sequential and concurrent activities, indicating which activities depend on the successful completion of prior activities, and highlighting those activities which are critical, i.e. if delayed, the overall project results will be delayed. A.I.D. preference is for the earliest possible start dates for activities, realization of concrete results.

(3) Plans for periodic consultation and review of the PIP and progress with the Project Officer, with A.I.D. representatives in the field and with Embassy staff in each country of the program. The latter consultations may coincide with field trips and TDY's to Washington by the cognizant A.I.D. or Embassy staff. Reviews with the Project Officer should be held at least every six months.

(4) Approval in writing from the Project Officer will be required for the PIP and any significant changes resulting thereafter. Evidence of consultation with A.I.D. representatives and Embassy staff will be required, but only the Project Officer has the authority to approve amendments to the PIP once it is approved

### 3. Quarterly Program Evaluation Reports

a. The Recipient shall submit quarterly program evaluation reports (also referred to as "technical reports"), which briefly presents the following information:

(1) A comparison of actual accomplishments with the goals established for the period and specific country, the findings of the investigator, or both. If the output of projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

(2) Reasons why established goals were not met.

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(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. Cost sharing reporting by the Recipient shall be in accordance with section I.4 of this Schedule.

b. If any evaluation report conducted by the Recipient discloses the need for change in the financial plan estimates in accordance with the criteria established in Mandatory Standard Provision 4 of this Cooperative Agreement entitled "Revision of Grant Budget", the Recipient shall submit a request for financial plan revision.

c. The original and two (2) copies of each project evaluation report shall be submitted to the cognizant Technical Officer specified in Section F.1.d. of this Schedule.

d. Concurrently, two (2) copies of each project evaluation report shall be submitted to the following address for official Agency records:

Agency for International Development  
Center for Development Information and Evaluation  
Development Information Division, PPC/CDIE/DI  
Room 219F, SA-18  
Washington, D.C. 20523-1802

#### **4. Special Reports**

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

a. Problems, delays, or adverse conditions that will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project 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.

b. Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.

## **5. Annual Reports**

In lieu of the fourth quarter program performance report, the Recipient shall submit an Annual Report. The original and two (2) copies of the Annual Report plus one (1) copy for the Embassy or A.I.D. Mission in each cooperating country will be submitted to the Project Officer prior to each anniversary date of the agreement. Annual reports will describe program activities and the Recipient's financial contribution to the project (see section I.4 for Recipient cost sharing requirements). The Annual Report will also include a country information sheet for each subproject activity and will be furnished in the format prescribed in the RFA. Other current A.I.D. grants, contracts, and cooperative agreements to Feed the Children will be noted in the report with an explanation of any relationship of such agreements to this Cooperative Agreement.

## **6. Final Report**

Within ninety (90) days after the expiration date of this Cooperative Agreement and in lieu of a fourth quarter program performance report and an annual report, the Recipient shall submit the original and two (2) copies of a Final Report which summarizes the project in the format set forth in section E.3.

## **G. SUBSTANTIAL INVOLVEMENT**

a. It is understood that A.I.D. will be substantially involved during the performance of this Cooperative Agreement in the following manner:

(1) Approval of Countries: The following countries are approved for direct in-country program support by A.I.D. under the cooperative agreement: Romania

Other countries may be approved during the period of the cooperative agreement. Such approval must be communicated by the Grant Officer to the Recipient in writing after consultation with the relevant Embassy or A.I.D. Mission. If a revision to the financial plan is not required for the inclusion of another country or countries, then approval shall be obtained in writing, with a copy to the Grant Officer, from the Project Officer stated in section F.1.d. of this Schedule.

(2) Approval of Evaluators: The Project Officer must approve independent evaluators and any alternate for the mid-term and final evaluations (see section I.6 of this Schedule).

(3) Review and Approval of Project Implementation Plan (PIP): The Project Officer must approve of the PIP in writing prior to program implementation (see section F.2 of this Schedule).

#### H. CLOSEOUT PROCEDURES

1. The following definitions shall apply for the purpose of this procedure:

a. Closeout. The closeout of a cooperative agreement is the process by which A.I.D. determines that all applicable administrative actions and all proposed work of the cooperative agreement have been completed by the Recipient and A.I.D.

b. Date of completion: The date of completion is the date on which all work under the cooperative agreement is complete or the date on the award document, or any supplement or modification thereto, on which A.I.D. sponsorship ends.

c. Disallowed costs: Disallowed costs are those charges to a cooperative agreement that A.I.D. or its representative determines to be unallowable, in accordance with the applicable Federal cost principles or other conditions contained in the cooperative agreement.

2. A.I.D. closeout procedures are the following requirements:

a. The Recipient shall immediately return any balance of unobligated (unencumbered) cash that A.I.D. has advanced or paid and that is not authorized to be retained by the Recipient for use in other grants or cooperative agreements.

b. A.I.D. shall obtain from the recipient within 90 calendar days after the date of completion of the cooperative agreement all financial, performance, and other reports required as the condition of the cooperative agreement. A.I.D. may grant extensions when requested by the Recipient.

c. When authorized by the cooperative agreement, A.I.D. shall make a settlement for any award or downward adjustments to A.I.D.'s share of the costs after these reports are received.

d. The Recipient shall account for any nonexpendable property acquired with A.I.D. funds.

e. In the event a final audit has not been performed prior to the closeout of the cooperative agreement, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

**I. SPECIAL PROVISIONS**

**1. Grantee Application (Proposal)**

A summary of the Grantee's project is stated in Attachment 2 of the grant entitled "Program Description". A more in-depth discussion of the program description is provided by Feed the Children's application (proposal), December, 1990 and revised application dated March 11, 1991. The Recipient's proposal was submitted in response to a Request for Grant Applications (RFA) to the Office of European Affairs, Bureau for Europe and the Near East. The Recipient's proposal is hereby referenced and incorporated as part of this Cooperative Agreement; however, the Order of Precedence in Section I.13 applies.

**2. Employee Salaries**

Except as the Grant Officer may otherwise agree in writing, A.I.D. shall not be liable for reimbursing the Recipient for any costs allocable to the salary portion of direct compensation paid by the Recipient to its employees for personal services which exceed the highest salary level for a Foreign Service Officer, Class 1 (FS-1), as periodically amended.

**3. Consultant Fees**

Compensation for consultants retained by the Recipient hereunder shall not exceed, without specific approval of the rate by the Grant Officer: either the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years; or the maximum rate of a Foreign Service Officer, Class 1 (FS-1) (as periodically amended), whichever is less. A daily rate

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is derived by dividing the annual compensation by 2,087 and multiplying the result by 8.

**4. Cost Sharing (Matching)**

a. Pursuant to the RFA, the Recipient has agreed to expend from non-federal cash funds by the end of the life-of-program (LOP) not less than the amount shown in the financial plan of this Cooperative Agreement under the Column headed "FTC" (see section D.1. of this Secheule.) Therefore, the standard provision of this Cooperative Agreement entitled "Cost Sharing (Matching)" applies.

b. The Cost Sharing (Matching) Standard Provision makes reference to project costs. "Project Costs" are defined in Attachment E of OMB Circular A-110, as well as all allowable costs [as set forth in the applicable Federal cost principles (see the Standard Provision of this Cooperative Agreement entitled "Allowable Costs") incurred by the Recipient and the value of in-kind contributions made by the Recipient on third parties in accomplishing the objectives of this Cooperative Agreement during the program period.

c. The Recipient is required to report in its annual reports and its financial report (SF 269) the total amount of cost sharing to date. Although the Recipient may cost share on a life-of-program basis, it is expected that funds will be expended on a pro rata basis per year and not withheld until the last year of the agreement.

**5. Travel**

The standard provision entitled "Travel and Transportation" which requires advance notification of the Project Officer of the Recipient's travel intentions overseas, is required. The Recipient is also required to provide advance notification of intention to travel to the Embassy or A.I.D. Mission in each cooperating country.

**6. Monitoring and Evaluation**

a. Monitoring: On occasion, A.I.D. Technical Officers will, with prior notification to the Recipient's headquarters, visit selected project sites.

b. Self-evaluation: Self-evaluations will be conducted by the Recipient in accordance with its evaluation program as described in its December 1990 proposal and March 11, 1991 revision.

c. Independent Evaluation: An independent mid-term and final evaluation in collaboration with the Recipient will be carried out at the mid point of the program and no later than sixty (60) days prior to the expiration date of the cooperative agreement. The scope of work for the independent mid-term and/or final evaluation must be developed with, and the evaluator(s) chosen to carry out this activity must be approved in advance by, the Project Officer. This approval must be communicated in writing. The Recipient is encouraged to provide at least one evaluator from its permanent staff who, if possible is not currently participating in activities funded by this Cooperative Agreement. At least one evaluator will be an individual not currently employed by Feed the Children. The Project Officer is to participate in the pre-evaluation and post-evaluation briefings. The original and two (2) copies of the completed evaluation report plus one (1) copy of each country evaluated will be sent to the Project Officer whose address is specified in section F.1.d. of this Schedule.

7. Source/Origin/Nationality of Suppliers of Commodities and Services - Authorized Geographic Codes

a. Except as A.I.D. may otherwise agree in writing, all services shall have their nationality in the United States (A.I.D. Geographic Code 000) or in the following cooperating countries:

Romania (A.I.D. Geographic Code 186)

b. Rental or leasing of office space or warehouse space is authorized for A.I.D. Geographic Code 000, or the A.I.D. geographic code which corresponds to the location of the project.

c. All goods/commodities shall have their source in the United States or the corresponding cooperating country or countries. The Recipient is expected to use its own private cost-share funds for all non-U.S. or non-cooperating country procurement of nonexpendable property.

8. Procurement and Shipment of Pharmaceuticals/Medical Supplies

a. The Recipient shall obtain approval from the A.I.D. Grant Officer prior to the shipment of any procured pharmaceuticals/medical supplies or donated

pharmaceuticals/ medical supplies being shipped at grant expense. The following criteria shall apply:

The list of pharmaceutical/medical supplies submitted for approval shall contain product description, i.e., trade name and/or generic name, dosage form, potency/concentration, and unit package size, lot number, expiration date, and name of manufacturer.

All U.S. source/origin pharmaceuticals and other products regulated by the Food and Drug Administration (FDA) to be procured and/or shipped must be in compliance with all applicable U.S. laws and regulations governing the interstate shipment of these products at the time of shipment. Pharmaceuticals donated from non U.S. source/origin must meet the standards of the U.S. FDA.

All items must be shipped properly packaged to preserve the quality of the product. This includes those products that require special temperature conditions during shipping and storage, e.g., refrigeration.

No product requiring expiration dating shall have less than three months shelf life on receipt in the benefiting country. The Recipient shall be responsible for determining that all dated products procured and/or shipped will have sufficient opportunity to be received, distributed, and used according to labeling directions by the end user prior to product's expiration date.

**9. Procurement of Used Equipment**

Used equipment may only be purchased with the prior written approval of the Grant Officer.

**10. Ocean Shipment of Goods**

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. The Standard Provision entitled "Ocean Shipment of Goods" applies to this Cooperative Agreement.

**11. Title to Property**

Title to property purchased by the Recipient under this Cooperative Agreement shall be vested in the Recipient. Accordingly, the Standard Provision entitled "Title to and Care of Property (Grantee Title)" applies. Disposition of property shall be in accordance with this Standard Provision.

**12. Order of Precedence**

In the event of any inconsistencies in this Cooperative Agreement, they shall be resolved by applying the following in descending order of precedence:

Attachment 1 - Schedule  
Cover Letter  
Attachment 3 - Standard Provisions  
Attachment 2 - Program Description  
Recipient's Application

**13. Correspondence**

For the purposes of "notices" delivered to the A.I.D. Grant Officer, pursuant to Mandatory Standard Provision 13 entitled "Notices", the following addresses shall be used:

a) Regular U.S. Mail

Grant Officer  
Agency for International Development  
Office of Procurement  
Overseas Division - Eastern Europe Branch  
Room 1557; SA-14  
Washington, D.C. 20523-1423

b) By Courier/Express Mail Only

Grant Officer  
Agency for International Development  
Office of Procurement  
Overseas Division - Eastern Europe Branch  
15th floor receptionist  
1100 Wilson Blvd.  
Arlington, Virginia 22209

**15. Zip Codes**

Use the following nine-digit zip codes instead of the five-digit zip codes shown in the corresponding standard provisions:

<u>Standard Provision</u>	<u>Zip Code</u>
Disputes	20523-0051
Payment - Letter of Credit	20523-0209
(In addition to the zip-code changes, the organizational symbol for A.I.D.'s Office of Financial Management has been changed to the address shown in section C.3. of the Schedule.)	
Ocean Shipment of Goods	20523-1419
Procurement of Goods and Services	20523-1414

**16. Standard Provisions**

The Standard Provisions set forth in Attachment 3 consist of the following provisions and the corresponding numbers (as specified on pages 4C-1 and 4C-8a of the Attachment) which are attached hereto and hereby incorporated as a part of this Cooperative Agreement:

**(a) MANDATORY STANDARD PROVISIONS FOR U.S..  
NONGOVERNMENTAL GRANTEES**

1. Allowable Costs (November 1985)
2. Accounting, Audit, and Records (September 1990)
3. Refunds (September 1990)
4. Revision of Grant Budget (November 1985)
5. Termination and Suspension (May 1986)
6. Disputes (November 1989)
7. Ineligible Countries (May 1986)
8. Debarment, Suspension, and Other Responsibility Matters (March 1989)
9. Nondiscrimination (May 1985)
10. U.S. Officials Not to Benefit (November 1985)
11. Nonliability (November 1985)
12. Amendment (November 1985)
13. Notices (November 1985)

**(b) OPTIONAL STANDARD PROVISIONS FOR U.S..  
NONGOVERNMENTAL GRANTEES**

1. Payment - Letter of Credit (November 1985)
4. Air Travel and Transportation (November 1985)
5. Ocean Shipment of Goods (May 1986)
6. Procurement of Goods and Services (November 1985)
7. A.I.D. Eligibility Rules for Goods and Services (November 1985)
8. Subagreements (November 1985)
9. Local Cost Financing (November 1988)
11. Publications (November 1985)
14. Regulations Governing Employees (November 1985)
19. Government Furnished Excess Personal Property (November 1985)
20. Title To and Use of Property (Grantee Title) (November 1985)
23. Cost Sharing (Matching) (November 1985)
25. Conversion of United States Dollars to Local Currency (November 1985)

(End of Attachment 1)

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## PROGRAM DESCRIPTION

### I. Program Goal:

The overall goal of the proposed program is to alleviate the suffering of institutionalized children in Romania.

### II. Program Purpose:

The purpose is to improve facilities by rehabilitating inadequate housing; improve medical care by supplying urgently needed medical supplies, medicines, and medical equipment; develop a system to ensure on-going commodities for 5 institutions for the handicapped housing approximately 1,195 severely disabled people; and, help develop the capacity of local NGOs to assist these disabled people.

### III. Principal Activities:

To accomplish the goal and purpose, Feed the Children plans the following activities:

- \* conduct a Needs Assessment and Impact Study;
- \* procure and distribute medicines, medical supplies and medical equipment 5 Romanian institutions for the disabled;
- \* evaluate facilities and provide supplies, labor and equipment required to rehabilitate facilities;
- \* provide non-medical supplies such as food and clothing;
- \* conduct 10 AIDs seminars for medical personnel; and
- \* through the Medical Social Worker, facilitate formation of local NGOs, e g. parent support groups, to assume long term responsibility of the institutions..

IV. Program Management: Don Richardson, Vice-president of International Operations of Feed the Children, will be principally responsible for the overall management and implementation of the program. Feed the Children staff and consultants will have full responsibility for successful attainment of grant objectives and for monitoring and evaluation of implementation and results.

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

**MANDATORY STANDARD PROVISIONS FOR  
U.S., NONGOVERNMENTAL GRANTEE<sup>1</sup>**

**INDEX OF  
MANDATORY STANDARD PROVISIONS**

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| <ul style="list-style-type: none"> <li>1. Allowable Costs</li> <li>2. Accounting, Audit, and Records</li> <li>3. Refunds</li> <li>4. Revision of Grant Budget</li> <li>5. Termination and Suspension</li> <li>6. Disputes</li> <li>7. Ineligible Countries</li> </ul> | <ul style="list-style-type: none"> <li>8. Debarment, Suspension, and other<br/>Responsibility Matters</li> <li>9. Nondiscrimination</li> <li>10. U.S. Officials Not to Benefit</li> <li>11. Nonliability</li> <li>12. Amendment</li> <li>13. Notices</li> </ul> |
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**1 ALLOWABLE COSTS (NOVEMBER 1985)**

The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the grant officer to be reasonable, allocable, and allowable in accordance with the terms of this grant, any negotiated advance understanding on particular cost items, and the applicable\* cost principles in effect on the date of this grant.

\* NOTE: For Educational Institutions use OMB Circular A-21; for all other non-profits use OMB Circular A-122; and for profit making firms use FAR 31.2. and AIDAR 731.2.

**\* 2. ACCOUNTING, AUDIT, AND RECORDS (SEPTEMBER 1990) \***

(a) The grantee shall maintain books, records, documents, and other evidence in accordance with the grantee's usual accounting procedures to sufficiently substantiate charges to the grant. The grantee's financial management system shall provide for the following:

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

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(1) Accurate, current, and complete disclosure for each AID-sponsored project or program in accordance with the reporting requirements of this grant. While AID requires reporting on an accrual basis, the grantee shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for AID-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

(3) Effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes

(4) Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit-cost data whenever appropriate

(5) Procedures to minimize the time elapsing between the transfer of funds from the U.S Treasury and the disbursement by the recipient, whenever funds are advanced by the Federal Government.

(6) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant.

(7) Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (i) the amount and disposition by the grantee of the proceeds of such assistance, (ii) the total cost of the project or undertaking in connection with which such assistance is given or used, (iii) the amount of that portion of the cost of the project or undertaking supplied by other sources, and (iv) such other records as will facilitate an effective audit.

\* (8) Audits in accordance with the requirements of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions." \*

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

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(b) The grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives:

(1) until the expiration of three years from the date of termination of the grant;

(2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. AID follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit; and

(3) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

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

\* 3. REFUNDS (SEPTEMBER 1990)

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

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

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

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**4. REVISION OF GRANT BUDGET (NOVEMBER 1985)**

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

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

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

(2) The need for additional funding.

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

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

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

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

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

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

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

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

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

5. TERMINATION AND SUSPENSION (MAY 1986)

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

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

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

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

6. DISPUTES (November 1989)

(a) Any dispute under this grant shall be decided by the AID grant officer. The grant officer shall furnish the grantee a written copy of the decision.

(b) Decisions of the AID grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeals the decision to AID's Deputy Assistant to the Administrator for Management Services. Any appeal made under this provision shall be in writing and addressed to the Deputy Assistant to the Administrator for Management Services, Agency for International Development, Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the grant officer.

(c) In order to facilitate review on the record by the Deputy Assistant to the Administrator for Management Services, the grantee shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Deputy Assistant to the Administrator for Management Services shall be final.

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the AID grant officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

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

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

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

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

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

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

(2) The grantee agrees that, unless authorized by the Grant Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The grantee further agrees to include the following provision in any subagreements or contracts entered into under this grant:

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (MARCH 1989)**

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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9. NONDISCRIMINATION (MAY 1986)

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

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

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

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

11. NONLIABILITY (NOVEMBER 1985)

AID does not assume liability for any third party claims for damages arising out of this grant.

12. AMENDMENT (NOVEMBER 1985)

The grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the grant officer and an appropriate official of the grantee.

13. NOTICES (NOVEMBER 1985)

Any notice given by AID or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the AID grant officer, at the address specified in the grant.

To grantee, at grantee's address shown in the grant or to such other address designated within the grant.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

(END OF MANDATORY STANDARD PROVISIONS)

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

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

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

**(INCLUDE THIS PAGE IN THE GRANT)**

(Appendix Continues on Page 4C-9)

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**Payment - Letter of Credit (NOVEMBER 1985)**

(This provision is applicable only when the following conditions are met: (i) the total advances under all the grantee's cost-reimbursement contracts and assistance instruments with A.I.D. exceed \$120,000 per annum, (ii) A.I.D. has, or expects to have, a continuing relationship with the grantee for at least one year; (iii) the grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof; (iv) the grantee's financial management system meets the standards for fund control and accountability required under the standard provision of this grant, entitled "Accounting, Audit, and Records" and, either (v) the foreign currency portion of the total advance under this grant is less than 50% or (vi) the foreign currency portion of the total advance under this grant is more than 50% but more than one foreign currency country is involved.)

(a) Payment under this grant shall be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by A.I.D.'s Office of Financial Management, Program Accounting and Finance Division (M/FM/PAFD).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/FM/PAFD constitute payment conditions of this grant, superseding and taking precedence over any other provision of this grant concerning payment.

(c) Reporting:

(1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of the period, in an original and two copies to A.I.D./M/FM/PAFD, Washington, D.C. 20523. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant to M/FM/PAFD. In cases where grants are Mission funded, the Grantee will forward an information copy to the A.I.D. Mission accounting station at the same time the original and one copy are mailed to M/FM/PAFD, A.I.D./Washington.

(2) The grantee shall submit an original and one copy of SF-272, "Federal Cash Transactions Report," within 15 working days following the end of each quarter to M/FM/PAFD. Grantees receiving advances totaling more than \$1 million per year shall submit the SF-272 on a monthly basis within 15

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working days following the close of the month. Grantees shall report all cash advances in the remarks section of SF-272. Those cash advances in excess of immediate disbursement requirements in the hands of subrecipients or the grantee's field organizations shall be supported by short narrative explanations of actions taken by the grantee to reduce the excess balances.

(d) Revocation of the LOC is at the discretion of the authorized LOC certifying officer of M/FM/PAFD after consultation with the grant officer. Notification of revocation must be in writing and must specify the reason for revocation. M/FM/PAFD shall provide the grant officer a copy of the revocation notice and a recommendation for an alternative method of payment (periodic advance or cost reimbursement) based upon the reasons for the revocation. The grant officer shall immediately amend this agreement to provide for an appropriate alternative method of payment. The recipient may appeal any such revocation to the grant officer.

(END OF STANDARD PROVISION)

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**PAYMENT - PERIODIC ADVANCE (JANUARY 1988)**

(This provision is applicable when the conditions for use of letter of credit cannot be met (including those pertaining to mixed dollar and local currency advances) and when the grantee meets the requirements of paragraph 1.0.6 of Handbook 13.)

(a) Periodic advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the grantee to secondary recipient organizations or the grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by A.I.D. to the grantee.

(b) Grantees shall maintain advances in interest bearing accounts. Advances of A.I.D. funds to subgrantees shall be maintained in interest bearing accounts.

(c) Grantees shall submit requests for advances at least monthly on SF-270, "Request for Advance or Reimbursement," in an original and two copies, to the address specified in the Schedule of this grant.

(d) The grantee shall submit one copy of SF-272, "Federal Cash Transactions Report," 15 working days following the end of each quarter to the payment office address specified in the schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 the amount of cash advances in excess of thirty days requirement in the hands of subrecipients or the grantee's overseas field organizations and shall provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(e) A "Financial Status Report," SF-269, shall be prepared on an accrual basis by the grantee and submitted quarterly no later than 30 days after the end of the period in an original and two copies to the payment office specified in the schedule. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final SF-269 must be submitted to the payment office within 90 days after the conclusion of the grant. \*

\* Revised

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\* (f) If at any time, the A.I.D. Controller determines that the grantee has demonstrated an unwillingness or inability to: (1) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (2) timely report cash disbursements and balances as required by the terms of the grant, and (3) impose the same standards of timing of advances and reporting on any subrecipient or any of the grantee's overseas field organizations; the A.I.D. Controller shall advise the grant officer who may suspend or revoke the advance payment procedure. \*

(END OF STANDARD PROVISION)

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**PAYMENT - COST REIMBURSEMENT (NOVEMBER 1985)**

(This provision is applicable to grants for construction, or to grants where the grantee does not meet the conditions for either a letter of credit or periodic advance payment.)

- (a) At the end of each month of this grant, the grantee shall submit an original and two copies of SF-270, "Request for Advance or Reimbursement," to the payment office address specified in the schedule of this grant.
- (b) A final SF-270, shall be submitted within 60 days after the conclusion of the grant to the payment office.
- (c) The reports will be prepared on a cash basis. However, if the grantee's accounting records are not normally kept on a cash basis, the grantee shall not be required to convert its accounting system to meet this requirement.
- (d) Assignment of Claims (otherwise known as assignment of proceeds) is authorized under this grant and will be processed by the payment office.

(END OF STANDARD PROVISION)

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(3) Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

(f) Except as provided in paragraph (e) of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the United States being performed by foreign air carrier:

(1) U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;

(2) Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or

(3) Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.

(g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks enroute to the U.S. or at which the traveler first debarks incident to travel from the U.S.), passenger service by U.S. flag air carrier will not be considered available:

(1) Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier:

(2) Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the U.S. would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the U.S. the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:

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**AIR TRAVEL AND TRANSPORTATION (NOVEMBER 1985)**

(This provision is applicable when any costs for air travel or transportation are included in the budget.)

(a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event at least three weeks before travel is planned to commence. At least one week prior to commencement of approved international travel, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer, of planned travel, identifying the travelers and the dates and times of arrival.

(b) Travel to certain countries shall, at A.I.D.'s option, be funded from U.S.-owned local currency. When A.I.D. intends to exercise this option, A.I.D. will, after receipt of advice of intent to travel required above, either issue a U.S. Government S.F. 1169, Transportation Request (GTP) which the grantee may exchange for tickets, or A.I.D. will issue the tickets directly. Such U.S.-owned currencies will constitute a dollar charge to this grant.

(c) All travel and shipments under this grant are required to be made on U.S. flag air carriers to the extent service by such carriers is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the United States and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier otherwise available cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) U.S. flag air carrier service is considered available even though:

(1) Comparable or a different kind of service can be provided at less cost by a foreign air carrier;

(2) Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

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(2) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance is the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the grant officer.

(m) This provision will be included in all subgrants and contracts which require air travel and transportation under this grant.

(END OF STANDARD PROVISION)

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(1) If travel by foreign air carrier would eliminate two or more aircraft changes enroute;

(2) Where one of the two points abroad is the gateway airport (as defined in paragraph (g) of this section) enroute to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

(3) Where the travel is not part of a trip to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.

(i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.

(k) Where U.S. Government funds are used to reimburse the grantee's use of other than U.S. flag air carriers for international transportation, the grantee will include a certification on vouchers involving such transportation which is essentially as follows:

"CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS. I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s)." (State appropriate reason(s) as set forth above).

(1) International Travel

(1) As used herein, the term "international travel" means travel to all countries other than those within the home country of the traveler. Travel outside the United States includes travel to the U.S. Trust Territories of the Pacific Islands.

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**OCEAN SHIPMENT OF GOODS (MAY 1986)**

**(This provision is applicable when goods purchased with funds provided under this grant are transported to cooperating countries on ocean vessels.)**

**(a) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.**

**(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.**

**(c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the A.I.D. Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.**

**(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows:**

**"I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, D.C. 20590, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement."**

**(e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by A.I.D. Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).**

**(END OF STANDARD PROVISION)**

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**PROCUREMENT OF GOODS AND SERVICES (NOVEMBER 1985)**

(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 A.I.D.'s requirements listed below and the standard provision entitled "A.I.D. Eligibility Rules for Goods and Services."

**(a) General Requirements:**

(1) The recipient 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 A.I.D. funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which A.I.D. funds are used, where, to that individual's knowledge, the individual or the individual's immediate family, partners, or organization in which the individual or the individual's immediate family or partners has a financial interest or with whom that individual is negotiating or has any arrangement concerning prospective employment. The recipients' 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 recipients' 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 recipient 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, invitations for bids and/or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the bidder/offeree whose bid/offer is responsive/responsible to the solicitation and is most advantageous to the recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeree must fulfill in order to be evaluated by the recipient. Any and all bids/offers may be rejected when it is in the recipient'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 or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical practical procurement.

(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. "Brand-name or equal" descriptions may be used as a means to define the performance of other salient requirements of a procurement and when so used the specific features of the named brand which must be met by bidders/offerors shall be clearly specified.

(iii) Positive efforts shall be made by the recipients to utilize 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 A.I.D. funds. To permit A.I.D., in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this grant, the grantee shall to the maximum extent possible provide the following information to the Office of Small Disadvantaged Business Utilization, A.I.D., 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, proposals, or bids; and
- (C) Address where solicitations or specifications can be obtained.

(iv) The type of procuring instruments used, e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the recipient but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(v) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

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(vi) All proposed sole source contracts or where only one bid or proposal is received in which the aggregate expenditure is expected to exceed \$5,000 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, market prices and similar indicia, 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 bids or 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 shall contain, in addition to provisions to define a sound and complete contract, the following contract provisions, if applicable, 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 the U.S. Government or A.I.D. 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 recipient including the manner by which termination will be effected and the 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.

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(3) In all contracts for construction or facility improvement awarded for more than \$100,000, recipients shall observe generally accepted bonding requirements.

(4) All contracts awarded by the grantee or subgrantee to be performed in the United States having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

(5) All contracts and subgrants in excess of \$2,000 for construction or repair to be performed in the United States awarded by the grantee or subgrantee shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that individual is otherwise entitled. The grantee shall report all suspected or reported violations to A.I.D.

(6) When required by the Federal program legislation, all construction contracts to be performed in the United States awarded by the grantee or subgrantee of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to A.I.D.

(7) Where applicable, all contracts awarded by the grantee or subgrantees in excess of \$2,000 for construction contracts to be performed in the United States and its territories and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in

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any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to the worker's health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies of materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(8) 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.

(9) All negotiated contracts over \$10,000 awarded by the grantee shall include a provision to the effect that the grantee, A.I.D., the Comptroller General of the United States, or any of 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.

(10) Contracts in excess of \$100,000 to be performed in the United States shall contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401) and the Federal Water Pollution Control Act (40 CFR 15) as amended. Violations shall be reported to A.I.D. and the Regional Office of the Environmental Protection Agency.

(11) Contracts which require performance outside the United States shall contain a provision requiring Workmen's Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. The grantee should refer questions on this subject to the A.I.D. grant officer.

(END OF STANDARD PROVISION)

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**(b) Source, Origin, and Nationality:** The eligibility rules for goods and services are based on source origin, and nationality and are divided into two categories. One applies when the total procurement 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. A.I.D. policies and definitions on source, origin, and nationality are contained in Chapters 4 and 5 of A.I.D. Handbook 1, Supplement B, entitled "Procurement Policies".

**(1)** When the total procurement element during the life of this grant is valued at \$250,000 or less, the following rules apply:

**(i)** All goods and services, the costs of which are to be reimbursed under this grant and which will be financed with U. S. dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., A.I.D. Geographic Code 935) in accordance with the following order of preference:

- (A)** The United States (A.I.D. Geographic code 000),
- (B)** The Cooperating Country,
- (C)** "Selected Free World" countries (A.I.D. Geographic Code 941), and
- (D)** "Special Free World" countries (A.I.D. 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)(i) 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)** Impelling local political considerations precluded consideration of U.S. sources,
- (D)** The goods or services were not available from U.S. sources, or

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**A.I.D. ELIGIBILITY RULES FOR GOODS AND SERVICES (NOVEMBER 1985)**

(This provision is applicable when goods or services are procured under the grant.)

(a) Ineligible and Restricted Goods and Services: If A.I.D. 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 A.I.D. the entire amount of the reimbursement. A.I.D.'s policy on ineligible and restricted goods and services is contained in Chapter 4 of A.I.D. Handbook 1, Supplement B, entitled "Procurement Policies".

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

- (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 firms or individuals whose name appears on the A.I.D. Consolidated List of Debarred, Suspended, and Ineligible Awardees under A.I.D. Regulation B, entitled "Debarment, Suspension and Ineligibility" (22 CFR 208). A.I.D. will provide the grantee with a copy of 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.

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have attained a competitive capability in international markets for construction services or engineering services." In order to insure eligibility of a Code 941 contractor for construction or engineering services, the grantee shall obtain the grant officer's prior approval for any such contract.

(END OF STANDARD PROVISION)

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(E) Procurement of locally available goods and 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, the following rule applies: Except as may be specifically approved or directed in advance by the grant officer, all goods and services, which will be reimbursed under this grant and financed with U. S. dollars, shall be procured in and shipped from the U. S. (Code 000) and from any other countries within the authorized geographic code as specified in the schedule of this grant.

(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 recipient country discriminates by statute, decree, rule, or practice with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in the U. S., then any A.I.D.-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 A.I.D. 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 (A.I.D. Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (A.I.D. Geographic Code 941), and
- (4) "Special Free World" countries (A.I.D. Geographic Code 899).

(f) Special Restrictions on the Procurement of Construction or Engineering Services: Section 604(g) of the Foreign Assistance Act provides that A.I.D. funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under Geographic Code 941, which

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**SUBAGREEMENTS (NOVEMBER 1985)**

**(This provision is applicable when subgrants or cooperative agreements are financed under the grant.)**

**(a) Funds provided under this grant shall not be used to support any subrecipient whose name appears on the A.I.D. Consolidated List of Debarred, Suspended, or Ineligible Awardees under A.I.D. Regulation 8, entitled "Debarment, Suspension and Ineligibility" (22 CFR 208). A.I.D. will provide the grantee with a copy of this list upon request.**

**(b) All subagreements shall as a minimum contain, in addition to provisions to define a sound and complete agreement, the following provisions as well as any that are specifically required by any other provision in this grant. Whenever a provision within this grant is required to be inserted in a subagreement, the grantee shall insert a statement in the subagreement that in all instances where the U.S. Government is mentioned, the grantee's name will be substituted.**

**(1) Subagreements in excess of \$10,000 shall contain provisions or conditions that will allow for administrative or legal remedies in instances where subrecipients violate subagreement terms and provide for such remedial action as may be appropriate.**

**(2) All subagreements in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which termination will be effected and the basis for settlement. In addition, such subagreements shall describe conditions under which the subagreement may be terminated for default as well as conditions where the subagreement may be terminated because of circumstances beyond the control of the subrecipient.**

**(3) Subagreements, 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 subagreements in the field 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 subagreement are subject to the regulations contained in the provisions of this grant. The subrecipient shall be advised as to the source of additional information regarding these matters.**

**(4) All subagreements over \$10,000 issued by recipients shall include a provision to the effect that the recipient, A.I.D., the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the subrecipient which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.**

**(END OF STANDARD PROVISION)**

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**\* LOCAL COST FINANCING (NOVEMBER 1988)**

(This provision applies only when local costs are authorized by the grant, and must be used with the standard provision entitled "Procurement of Goods and Services.")

(a) Costs qualifying as local costs are eligible for financing under the grant in accordance with the terms of this standard provision. Local costs are defined as (1) indigenous goods, (2) imported shelf items, and (3) services provided by suppliers meeting the requirements contained in subparagraph (b). Indigenous goods are those that have been mined, grown or produced in the cooperating country through manufacture, processing or assembly. In the case of produced goods containing imported components, to qualify as indigenous a commercially recognized new commodity must result that is substantially different in basic characteristics or in purpose or utility from its components. Imported items are eligible for financing under the following situations: (1) Imported items available in the cooperating country which otherwise meet the source/origin requirements of the grant may be financed in unlimited quantities, regardless of dollar value, up to the total amount available for local procurement under the terms of the grant agreement. (2) Imported items from Geographic Code 941 countries which are available in the cooperating country can be funded in unlimited quantities, regardless of dollar value, up to the total amount available for local procurement under the terms of the grant. (3) Imported items from any Free World country which are available locally, or imported specifically for the grant, may be financed if the cost of the transaction, excluding the cost of the transportation, does not exceed the local currency equivalent of \$5,000. \*

(b) To qualify as local costs, goods and services must also meet the following additional requirements:

- (1) They must be paid for in local currency.
- (2) The supplier must be located in the cooperating country and must be of cooperating country nationality as defined in AID Handbook 1B, Chapter 5.
- (3) Any component from a country not included in AID geographic code 935 renders a commodity ineligible for financing.

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**(c) 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.

**(d) 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 A.I.D.'s Consolidated List of Debarred, Suspended, or Ineligible Awardees (A.I.D. Regulation 8, (22 CFR 208)). A.I.D. will provide the grantee with this list upon request.

**(e) 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.

**(f)** If A.I.D. determines that the grantee has procured any of the restricted or ineligible goods and services specified in subparagraphs (c) through (e) above, or has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to A.I.D. the entire amount of the reimbursement.

(END OF STANDARD PROVISION)

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Expiration Date 12/31/89

**PUBLICATIONS (NOVEMBER 1985)**

**(This provision is applicable when publications are financed under the grant.)**

**(a) If it is the grantee's intention to identify A.I.D.'s contribution to any publication resulting from this grant, the grantee shall consult with A.I.D. on the nature of the acknowledgement prior to publication.**

**(b) The grantee shall provide the A.I.D. project officer with one copy of all published works developed under this 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.**

**(d) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but A.I.D. 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)**

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(f) Any failure by the parties to agree on any predetermined indirect cost rate(s) under this provision shall not be considered a dispute within the meaning of the "Disputes" provision of this grant. If for any fiscal year or other period specified in the grant the parties fail to agree on a predetermined indirect cost rate(s), it is agreed that the allowable indirect costs under this grant shall be obtained by applying negotiated final indirect cost rate(s) in accordance with the terms of the standard provision of this grant entitled "Negotiated Indirect Cost Rates - Provisional".

(END OF STANDARD PROVISION)

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**NEGOTIATED INDIRECT COST RATES - PREDETERMINED (MAY 1986)**

**(This provision is applicable to organizations whose indirect cost rate(s) under this grant are on a predetermined basis.)**

**(a) The allowable indirect costs under this grant shall be obtained by applying predetermined indirect cost rate(s) to the base(s) agreed upon by the parties, as specified in the schedule of this grant.**

**(b) Not later than 90 days after the close of the grantee's fiscal year, the grantee shall submit to the cognizant Government Audit Activity in accordance with OMB Circular A-88 a proposed predetermined indirect cost rate(s) and supporting cost data. In the event A.I.D. is the cognizant agency or no cognizant agency has been designated, the grantee shall submit a copy of the proposed predetermined indirect cost rate(s) and supporting cost data to the A.I.D. Inspector General, Washington, D.C. 20523, and to the Overhead and Special Costs - Contract Closeout Branch, Office of Procurement, Washington, D.C. 20523. The proposed rate(s) shall be based on the grantee's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rate(s) shall begin as soon as practical after receipt of the grantee's proposal.**

**(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of the applicable cost principles in effect on the date of this grant.**

**(d) Rates for subsequent periods shall be negotiated and the results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. Such agreement shall be automatically incorporated into this grant upon execution and shall specify (1) the agreed upon predetermined rate(s), (2) the base(s) to which the rate(s) apply, (3) the fiscal year (unless the parties agree to a different period) for which the rate(s) apply, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The indirect cost rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.**

**(e) Pending establishment of predetermined indirect cost rate(s) for any fiscal year or different period agreed to by the parties, the grantee shall be reimbursed either at the rate(s) fixed for the previous fiscal year or other period or at billing rate(s) acceptable to the A.I.D. grant officer subject to appropriate adjustment when the final rate(s) for the fiscal year or other period are established.**

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OMB Control No. 0412-0510  
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**NEGOTIATED INDIRECT COST RATES - PROVISIONAL (MAY 1986)**

(This provision is applicable to any organization which does not have predetermined indirect cost rate(s); however, it shall also be included when the NEGOTIATED INDIRECT COST RATES - PREDETERMINED standard provision is used.)

(a) A provisional indirect cost rate(s) shall be established for each of the grantee's accounting periods during the term of this grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the periods shown in the schedule of this grant.

(b) Not later than 90 days after the close of the grantee's fiscal year, the grantee shall submit to the cognizant Government Audit Activity in accordance with OMB Circular A-88 proposed final indirect cost rate(s) and supporting cost data. In the event A.I.D. is the cognizant agency or no cognizant agency has been designated, the grantee shall submit a copy of the proposed final indirect cost rate(s) and supporting cost data to the A.I.D. Inspector General, Washington, D.C. 20523, and to the Overhead and Special Costs - Contract Closeout Branch, Office of Procurement, Washington, D.C. 20523. The proposed rate(s) shall be based on the grantee's actual cost experience during that fiscal year. Negotiations of final indirect cost rate(s) shall begin as soon as practical after receipt of the grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles in effect on the date of this grant

(d) The results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. Such agreement shall specify (1) the agreed upon final rate(s), (2) the base(s) to which the rate(s) apply, and (3) the period for which the rate(s) apply. The indirect cost rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.

(e) Pending establishment of final indirect cost rate(s) for any period, the grantee shall be reimbursed either at negotiated provisional rate(s) as provided above or at billing rate(s) acceptable to the grant officer, subject to appropriate adjustment when the final rate(s) for that period are established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rate(s) provided in this standard provision shall be set forth in a modification to this grant.

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(f) Any failure by the parties to agree on final rate(s) under this standard provision shall be considered a dispute within the meaning of the standard provision of this grant entitled "Disputes" and shall be disposed of in accordance therewith.

(END OF STANDARD PROVISION)

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**REGULATIONS GOVERNING EMPLOYEES (NOVEMBER 1985)**

(The following applies to the grantee's employees who are not citizens of the cooperating country.)

- (a) The grantee's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire A.I.D. personnel employed by the Mission except as this may conflict with host government regulations.
- (c) Other than work to be performed under this grant for which an employee is assigned by the grantee, no employee of the grantee shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any grantee employee is not in accordance with the preceding paragraphs, the grantee's chief of party shall consult with the A.I.D. Mission Director and the employee involved and shall recommend to the grantee a course of action with regard to such employee.
- (f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- (g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

**(END OF STANDARD PROVISION)**

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**GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY (NOVEMBER 1985)**

**(This provision applies when personal property is furnished under the grant.)**

**The policies and procedures of Handbook 16, "Excess Property," and the appropriate provisions of 41 CFR 101-43 apply to the Government furnished excess property under this grant.**

**(END OF STANDARD PROVISION)**

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**TITLE TO AND USE OF PROPERTY (GRANTEE TITLE) (NOVEMBER 1985)**

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

Title to all property financed under this grant shall vest in the grantee, subject to the following conditions:

(a) The grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the grantee under this provision under this grant or any other U.S. Government agreement, subagreement, contract, or subcontract.

(b) The grantee agrees to use and maintain the property for the purpose of the grant in accordance with the requirements of paragraphs (c), (d), (e), and (f) below.

(c) Real Property:

(1) Real property means land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

(2) Use of Real Property:

(i) The grantee shall use the real property for the authorized purpose of the project, as long as it is needed.

(ii) The grantee shall obtain approval from A.I.D. for the use of real property in other projects when the grantee determines that the property is no longer needed for the purpose of the original program. Use in other programs shall be limited to those under other federally sponsored programs (i.e., grants or other agreements) that have purposes consistent with those authorized for support by A.I.D.

(3) Disposition of Real Property: When the real property is no longer needed as provided in (2) above, the grantee shall request disposition instructions from A.I.D. or its successor Federal sponsoring agency. A.I.D. or the successor Federal sponsoring agency shall observe the following rules in the disposition instructions:

(i) The grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original program to the fair market value of the property.

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(ii) The grantee may be directed to sell the property under guidelines provided by the Federal sponsoring agency and pay the Federal Government an amount computed by applying the Federal percentage of participation in the cost of the original program to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

(iii) The grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the grantee shall be entitled to compensation computed by applying the grantee's percentage of participation in the cost of the program to the current fair market value of the property.

(d) Nonexpendable Property:

(1) Nonexpendable personal property means tangible personal property having a useful life of more than two years and an acquisition cost of \$500 or more per unit.

(2) Use of Nonexpendable Personal Property:

(i) The grantee shall use the property in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal funds. When no longer needed for the original program, the grantee shall use the property in connection with its other federally sponsored activities in the following order of priority:

(A) Activities sponsored by A.I.D.

(B) Activities sponsored by other Federal agencies.

(ii) Shared use - During the time that nonexempt nonexpendable personal property is held for use on the program for which it was acquired the grantee shall make it available for use on other programs if such other use will not interfere with the work on the program for which the property was originally acquired. First preference for such other use shall be given to other programs sponsored by A.I.D.; second preference shall be given to programs sponsored by other Federal agencies. User charges should be considered if appropriate.

(3) Disposition Of Nonexpendable Personal Property - With A Unit Acquisition Cost Of Less Than \$1,000: The grantee may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

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(2) The grantee shall use the expendable personal property for the authorized purpose of the grant program, as long as it is needed.

(3) If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the grant and the property is not needed for any other federally sponsored program, the grantee shall retain the property for use on nonfederally sponsored activities, or sell it, but must in either case, compensate the Federal Government for its share. The amount of compensation shall be computed in the same manner as nonexpendable personal property.

(f) The grantee's property management standards for nonexpendable personal property shall include the following procedural requirements:

(1) Property records shall be maintained accurately and shall include:

(1) A description of the property.

(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

(iii) Source of the property, including grant or other agreement number.

(iv) Whether title vests in the grantee or the Federal Government.

(v) Acquisition date and cost.

(vi) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired.

(vii) Location, use, and condition of the property and the date the information was reported.

(viii) Unit acquisition cost.

(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where the grantee compensates A.I.D. for its share.

(2) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The grantee shall in connection with the inventory, verify the existence, current utilization, and continued need for the property. The

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**(4) Disposition Of Nonexpendable Personal Property With A Unit Acquisition Cost Of \$1,000 Or More:**

(i) The grantee agrees to report such items to the grant officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.

(ii) The grantee may retain the property for other uses provided that compensation is made to A.I.D. or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original program to the current fair market value of the property. If the grantee has no need for the property and the property has further use value, the grantee shall request disposition instructions from A.I.D.

(iii) A.I.D. shall determine whether the property can be used to meet A.I.D. requirements. If no requirement exists within A.I.D. the availability of the property shall be reported to the General Services Administration by A.I.D. to determine whether a requirement for the property exists in other Federal agencies. A.I.D. shall issue instructions to the recipient no later than 120 days after the grantee's request and the following procedures shall govern:

(A) If so instructed or if disposition instructions are not issued within 120 calendar days after the grantee's request, the grantee shall sell the property and reimburse A.I.D. an amount computed by applying to the sales proceeds that percentage of Federal participation in the cost of the original program. However, the grantee shall be permitted to deduct and retain from the Federal share \$100 or ten percent of the proceeds, whichever is greater, for the grantee's selling and handling expenses.

(B) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the recipient's participation in the cost of the original grant program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.

(C) If the grantee is instructed to otherwise dispose of the property, the grantee shall be reimbursed by A.I.D. for such costs incurred in its disposition.

**(e) Expendable Personal Property:**

(1) Expendable personal property means all tangible personal property other than nonexpendable property.

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inventory listing shall be retained as documentation in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records."

(3) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

(4) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(5) Where the grantee is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practicable and result in the highest possible return.

(END OF STANDARD PROVISION)

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**COST SHARING (MATCHING) (NOVEMBER 1985)**

(This provision is applicable when the recipient is required to cost share or provide a matching share.)

(a) For each year (or funding period) under this grant, the grantee agrees to expend from non-Federal funds an amount at least equal to the percentage of the total expenditures under this grant specified in the schedule of the grant. The schedule of this grant may also contain restrictions on the application of cost sharing (matching) funds. The schedule takes precedence over the terms of this provision.

(b) Eligibility of non-Federal funds applied to satisfy cost sharing (matching) requirements under this grant are set forth below:

(1) Charges incurred by the grantee as project costs. Not all charges require cash outlays by the grantee during the project period; examples are depreciation and use charges for buildings and equipment.

(2) Project costs financed with cash contributed or donated to the grantee by other non-Federal public agencies (may include public international organizations or foreign governments) and institutions, and private organizations and individuals, and

(3) Project costs represented by services and real and personal property, or use thereof, donated by other non-Federal public agencies and institutions, and private organizations and individuals.

(c) All contributions, both cash and in-kind, shall be accepted as part of the grantee's cost sharing (matching) when such contributions meet all of the following criteria:

(1) Are verifiable from the grantee's records;

(2) Are not included as contributions for any other Federally assisted program;

(3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;

(4) Are types of charges that would be allowable under the applicable Federal cost principles;

(5) Are not paid by the Federal Government under another grant or agreement (unless the grant or agreement is authorized by Federal law to be used for cost sharing or matching);

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(6) Are provided for in the approved budget when required by A.I.D.; and

(7) Conform to other provisions of this paragraph.

(d) Values for grantee in-kind contributions will be established in accordance with the applicable Federal cost principles.

(e) Specific procedures for the grantee in establishing the value of in-kind contributions from non-Federal third parties are set forth below:

(1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program:

(i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the grantee's organization. In those instances in which the required skills are not found in the grantee's organization, rates should be consistent with those paid for similar work in the labor market in which the grantee competes for the kind of services involved.

(ii) Volunteers employed by other organizations: When an employer other than the grantee furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs) provided these services are of the same skill for which the employee is normally paid.

(2) Valuation of donated expendable personal property: Donated expendable personal property includes such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost share (match) should be reasonable and should not exceed the market value of the property at the time of the donation.

(3) Valuation of donated nonexpendable personal property, buildings, and land or use thereof:

(i) The method used for charging cost sharing or matching for donated nonexpendable personal property, buildings and land may differ according to the purpose of the grant as follows:

(A) If the purpose of the grant is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.

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(B) If the purpose of the grant is to support activities that require the use of equipment, buildings, or land; depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for land may be allowed provided that A.I.D. has approved the charges.

(ii) The value of donated property will be determined in accordance with the usual accounting policies of the grantee with the following qualifications:

(A) Land and buildings: The value of donated land and buildings may not exceed its fair market value, at the time of donation to the grantee as established by an independent appraiser; and certified by a responsible official of the grantee.

(B) Nonexpendable personal property: The value of donated nonexpendable personal property shall not exceed the fair market value of equipment and property of the same age and condition at the time of donation.

(C) Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

(D) Borrowed equipment: The value of borrowed equipment shall not exceed its fair rental value.

(f) The following requirements pertain to the grantee's supporting records for in-kind contributions from non-Federal third parties:

(1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee for its employees.

(2) The basis for determining the valuation for personal services, material, equipment, buildings and land must be documented.

(g) Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon percentage set forth in the schedule of the grant.

(h) If at the end of any year (or funding period) hereunder, the grantee has expended an amount of non-Federal funds less than the agreed upon percentage of total expenditures, the difference may be applied to reduce the amount of A.I.D. funding the following year (or funding period), or, if this grant has expired or been terminated, the difference shall be refunded to A.I.D.

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(i) Failure to meet the cost sharing (matching) requirements set forth in paragraph (a) above shall be considered sufficient reasons for termination of this grant for cause in accordance with paragraph (a) entitled "For Cause" of the standard provision of this grant entitled "Termination and Suspension".

(j) The restrictions on the use of A.I.D. grant funds set forth in the standard provisions of this grant are applicable to expenditures incurred with A.I.D. funds provided under this grant. The grantee will account for the A.I.D. funds in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records".

(k) Notwithstanding paragraph (b) of the standard provision of this grant entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from A.I.D. grant funds provided hereunder, the grantee may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph (b) of this provision.

(END OF STANDARD PROVISION)

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**CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)**

**(This provision is applicable when activities under the grant will take place outside of the United States.)**

**Upon arrival in the Cooperating Country, and from time to time as appropriate, the grantee's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.**

**(END OF STANDARD PROVISION)**