



AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

SEP 20 1990

Mr. Harold Fleming  
United Nations Children's Fund  
3 United Nations Plaza  
New York, New York 10017

Subject: Grant No. ANE-0001-G-00-0050-00

Dear Mr. Fleming:

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 grants to United Nations Children's Fund (hereinafter referred to as the "Grantee"), the sum of \$2,000,000 to provide support for a program in Romania, as described in the Schedule of this grant and in Attachment 2, entitled "Program Description."

This grant is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending September 30, 1992.

This grant is made to the Grantee on 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); all of which have been agreed to by your organization.

Best Available Copy

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the grant, and return the original and all but one copy to me.

Sincerely yours,

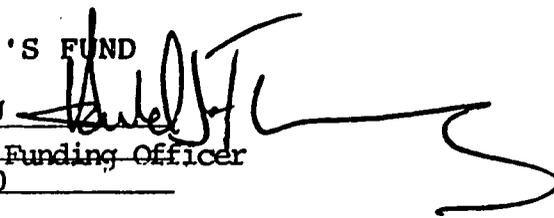


Judith D. Johnson  
Grant Officer  
Overseas Division - ANE  
Office of Procurement

Attachments: a/s

ACKNOWLEDGED:

UNITED NATIONS CHILDREN'S FUND

By: Harold S. Fleming   
Title: Senior Programme Funding Officer  
Date: 26 September 1990

FISCAL DATA

Appropriation:	72-1101021.8
Budget Plan Code:	QDHA-90-37186-JG-15
PIO/T No.	186-0001-3-0633727
Project No.	186-0001
Total Estimated Amount	\$2,000,000
Total Obligated Amount	\$2,000,000
Paying Office:	PFM/FM/CMPD/DCB
Letter of Credit:	72001471

ATTACHMENT I

SCHEDULE

A. Purpose of Grant

The purpose of this Grant is to provide support for assistance for sick and disabled children in Orphanages and other institutions in Romania as more fully described in Attachment 2 (the Program Description) of this Grant.

B. Period of Grant

The effective date of this Grant is the date of the cover letter. The expiration date of this Grant is September 30, 1992.

C. Amount of Grant and Payment

A.I.D. hereby obligates the amount of \$2,000,000 for purposes of this Grant.

Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3, Standard Provisions for Grants to Public International Organizations, Payment (Letter of Credit) (July 1988).

D. Grant Budget

The following is the Grant Budget. Revisions to this Budget shall be made in accordance with Standard Provisions of this Grant entitled "Revision of Grant Budget."

<u>Cost Element</u>	<u>Total Estimated</u>
Medical Supplies & Equipment	\$830,000
Health Education Materials	\$300,000
Training	\$265,000
Technical Assistance	\$230,000
Support to NGOs	\$175,000
Program Support	\$200,000
TOTAL	\$2,000,000

**E. Reporting and Evaluation**

Within thirty (30) days after the effective date of this Grant, Grantee will provide A.I.D. with a detailed Plan of Action based upon the findings of the August programming mission. Thereafter, progress reports will be prepared on an annual basis. Progress reports should be mailed to:

Donna Frago, ANE/EUR  
Room 6443, N.S.  
Agency for International Development  
Washington, D.C. 20523

Ongoing monitoring of the assistance provided will take place. During the third quarter of 1992, the Grantee shall use the Rapid Assessment Methodology to evaluate the effectiveness of project activities.

The Grantee shall prepare and submit 2 copies of each report required by this grant to the Bureau for Program and Policy Coordination, Center for Development Information and Evaluation, Development Information Division (PPC/CDIE/DI). All documents should be mailed to:

PPC/CDIE/DI  
ACQUISITION  
Room 209, SA-18  
Agency for International Development  
Washington, D.C. 20523

The title of all reports forwarded shall include a descriptive title, the author's name(s), grant number, the project number and title, contractor's name, name of the A.I.D. project office, and the publication or issuance date of the report.

**F. Special Provisions**

Audit and Records requirements shall be in accordance with Attachment 3, Standard Provisions for Grants to Public International Organizations, Audit and Records (U.N. Grants) (July 1988).

**ATTACHMENT 2**

**PROGRAM DESCRIPTION**

**ASSISTANCE FOR SICK AND DISABLED CHILDREN IN  
ORPHANAGES AND OTHER INSTITUTIONS**

The Program Description is the UNICEF Romania Emergency Appeal Project: Assistance for Sick and Disabled Children in Orphanages and Other Institutions dated July 1990 which is attached hereto and incorporated herein by reference.



United Nations Children's Fund  
Fonds des Nations Unies pour l'enfance  
Fondo de las Naciones Unidas para la Infancia

3 United Nations Plaza  
New York, New York 10017  
212 326-7000  
Telex: 175989

**ROMANIA**

**Emergency Appeal**

**Project: Assistance for Sick and Disabled Children in  
Orphanages and Other Institutions**

**(E/ICEF/1990/624)**

**Total Amount of Emergency Funds  
Requested From the United States  
Agency for International Development:**

**US\$ 2,000,000**

July 1990  
Romania/KH

Programme Funding Office  
UNICEF New York

## BACKGROUND

The plight of sick and disabled children in Romanian institutions has recently come to the attention of the world. As a result of the social and economic policies of the last Romanian regime, there has been large-scale institutionalization of children and a severe curtailment of social services for their care. Additional factors contributing to the emergency situation of these children include an AIDS epidemic, attributed to widespread transfusion of infected blood, inadequate training of health and welfare personnel, severe personnel shortages, and almost complete isolation from medical developments during the past decade. As a result, 30,000 or more young children are in extremely deprived institutional settings and it is likely that an even larger number of children are suffering from health and nutritional deprivation outside these institutions.

## UNICEF RESPONSE TO DATE

UNICEF undertook two missions to Romania in January 1990, as a result of which emergency medical supplies, including needles, syringes, basic kits, drugs and supplementary food were sent to Romania through UNIPAC Copenhagen (UNICEF Supply Center). Assistance was facilitated through the Romania Committee for UNICEF together with the Romania Red Cross.

In April 1990, a technical mission to Romania confirmed the problematic situation for children, deplorable conditions, lack of staff,

inadequate equipment, malnutrition, neglect and improper institutional placement. After consultations with the Ministries of Health, Education and Labour they recommended the following measures:

- a) Provide international expertise to work with a team of Romanian experts in the re-screening of all handicapped children;
- b) Provide international expertise to develop new criteria for screening of the 0-3 group;
- c) Assist the Government of Romania in training "re-orientation" programmes for present and new staff;
- d) Provide teaching aids, toys, furniture and other supplies;
- e) Nutritional interventions;
- f) Project support (covering travel visits, etc.);
- g) Support for preventive AIDS programmes.

Through its national committee in Romania, UNICEF has been advocating with the Romanian Government new legislation aimed at improving the situation of children in orphanages and other institutions.

During the past month UNICEF has participated in a strategy team meeting on the situation of disabled children in Romania, organized by the United States Department of Health and Human Services, to provide a more co-ordinated response to the Romanian crisis. UNICEF has also been in dialogue with numerous NGOs (Rehabilitation International, Christian Children's Fund, World Vision, International Children's Security Service).

In April 1990, UNICEF's Executive Board approved a UNICEF policy paper on support for children Eastern Europe, which identified possible areas of

**UNICEF support: data collection on the situation of children and women; analytical studies; technical workshops; and information materials and other related activities.**

**PROPOSED ACTIVITIES TO BE SUPPORTED UNDER THE GRANT FROM  
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT**

UNICEF will deploy a programme mission during the next three weeks to define specific medical, technical and training activities and to develop a plan of action for the implementation of these activities. This mission will be composed of:

- a medical/public health specialist
- a nursing specialist
- a health education/communication specialist
- a childhood development specialist
- an NGO representative

Based on UNICEF's assessment in April and subsequent consultations with numerous organizations, we estimate our programme will consist of the following main interventions:

- a) Health care support for abandoned and orphaned children under custodial care;
- b) Rehabilitation for children to facilitate home placement;
- c) Technical assistance in appropriate screening techniques of children with developmental disorders;
- d) Training of health and welfare personnel in AIDS prevention and in child rehabilitation procedures;
- e) Assisting indigenous NGOs in working with local communities in child home placements;

- f) Developing educational materials and promoting information exchange through specialized clearing houses and provision of teaching aids.
- g) Providing public information on AIDS prevention.
- h) Nutritional assessment and nutrition education.
- i) Data collection.

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## APPENDIX 5C

STANDARD PROVISIONS FOR  
GRANTS TO PUBLIC INTERNATIONAL ORGANIZATIONS

- |                                  |  |
|----------------------------------|--|
| 1. Allowable Costs               | 10. Publications   |
| 2. Refunds                       | 11. Audit and Records (Select and include only the applicable version as specified in the applicability statement of the provision.) |
| 3. Revision of Grant Budget      | 12. Payment (Select and include only the applicable version as specified in the applicability statement of the provision.)           |
| 4. Termination Procedures        |  |
| 5. Disputes                      |  |
| 6. U.S. Officials Not to Benefit |  |
| 7. Nonliability                  |  |
| 8. Amendment                     |  |
| 9. Notices                       |  |

1. ALLOWABLE COSTS (JULY 1988)

(a) The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are reasonable, allocable, and allowable.

(1) Reasonable shall mean those costs that do not exceed those which would be incurred by an ordinarily prudent person in the conduct of normal business.

(2) Allocable shall mean those costs which are necessary to the grant.

(3) Allowable shall mean those costs which are reasonable and allocable, and which conform to any limitations set forth in this grant.

(b) Prior to incurring a questionable or unique cost, the grantee is encouraged to obtain the grant officer's written determination as to whether the cost will be allowable.

2. REFUNDS (JULY 1988)

(a) The grantee is encouraged to utilize interest bearing accounts where feasible and shall remit to A.I.D. all interest earned on funds provided by A.I.D.

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

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(c) If, at any time during the life of the grant, or as a result of final audit, it is determined that A.I.D. funds provided under this grant have been expended for purposes not in accordance with the terms of this grant, the grantee shall refund such amount to A.I.D.

3. REVISION OF GRANT BUDGET (JULY 1988)

(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 any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) Additional funding is needed.

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

(c) 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 Procedures" 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 the new grant total amount.

4. TERMINATION PROCEDURES (JULY 1988)

This agreement may be terminated, in whole or in part, by either party at any time upon 30 days written notice of termination. Upon receipt of and in accordance with a termination notice from the grant officer, the grantee shall take immediate action to cease all expenditures financed by this grant and to cancel all unliquidated obligations if possible. Further, upon receipt of notice of termination, the grantee shall not enter into any further obligations under this grant. Except as provided below, no further reimbursement shall be made after the effective date of termination. The grantee shall within 30 days of the effective date of termination repay to the Government all unexpended A.I.D. 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 termination be insufficient to cover the grantee's obligations in a legally binding transaction, the grantee may submit to the Government within 90 days after the effective date of termination a written claim for such amount. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the "Allowable Costs" provision of this grant.

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5. DISPUTES (JULY 1988)

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

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

(c) In connection with any appeal proceeding under this provision, the grantee shall be given an opportunity to be heard and to offer evidence in support of its appeal.

(d) A decision under this provision by the Administrator or an authorized representative shall be the final decision of A.I.D.

6. U.S OFFICIALS NOT TO BENEFIT (JULY 1988)

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.

7. NONLIABILITY (JULY 1988)

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

8. AMENDMENT (JULY 1988)

The grant may be amended upon mutual consent of the parties 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.

9. NOTICES (JULY 1988)

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

To the A.I.D. 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.

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**10. PUBLICATIONS (JULY 1988)**

(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) 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 U.S. Government purposes.

**11. AUDIT AND RECORDS (STANDARD) (JULY 1988)**

(This provision is applicable when A.I.D. is not the sole contributor to the grant program.)

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 confirms that this program will be subject to an independent audit in accordance with the Grantee's usual auditing procedure, and agree to furnish copies of these audit reports to A.I.D. along with such other related information as may be requested by A.I.D. with respect to questions arising from the audit report.

**11. AUDIT AND RECORDS (A.I.D. SOLE CONTRIBUTOR) (JULY 1988)**

(This provision is applicable when A.I.D. is the sole contributor to the grant program.)

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 agrees to make available to A.I.D. or the Comptroller General of the United States all records and documents which support expenditures made under this program.

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**11. Audit and Records (U.N. Grants) (July 1988)**  
 (This provision is applicable to grants to the United Nations when A.I.D. is not sole contributor.)

It is agreed that the grantee will furnish the U.S. government with a final report on activities carried out under this grant, including accounting for these funds in sufficient detail to enable A.I.D. to liquidate the grant. The report should be submitted to the U.S. Mission to the U.N. in New York for forwarding to the A.I.D. program office.

It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the grant, shall be maintained in accordance with the Grantee's usual accounting procedures, which shall follow generally accepted accounting practices. All such financial records shall be maintained for at least three years after the final disbursement of funds under this grant.

The Grantee confirms that the grant account will be audited in accordance with established procedures under appropriate provisions of the financial regulations and rules of the United Nations.

Any funds disbursed by A.I.D., but not committed by the Grantee prior to the expiration date shall be refunded to A.I.D. Funds not used for the purpose of this Grant shall be refunded to A.I.D. by the Grantee.

**12. PAYMENT (PERIODIC ADVANCES) (JULY 1988)**  
 (This provision is applicable when the conditions for use of a letter of credit cannot be met and when: (i) the grantee maintains procedures that minimize the time elapsing between the transfer of funds and the disbursement thereof, and (ii) the grantee's financial management system meets generally accepted accounting standards for fund control and accountability.)

(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.

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(b) Grantees shall submit requests for advances (SF-270) at least monthly to the paying office specified in the grant letter. Requests for advances shall state the estimated disbursements to be made during the period covered by the request, less the estimated balance of cash on hand at the beginning of the period and the advance amount being requested. Within 90 days following the expiration of the grant, the grantee will submit a report (SF-269) showing total disbursements, total advances received and any cash remaining on hand, which will be refunded to A.I.D.

(c) 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.

12. PAYMENT (COST-REIMBURSEMENT) (JULY 1988)

(This provision is applicable when the grantee does not meet the standards for a letter of credit or for periodic advances )

The grantee shall submit to the paying office indicated in the grant letter an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, normally once a month, but in any event no less than quarterly. Each voucher shall be identified by the grant number and shall state the total costs for which reimbursement is being requested.

12. PAYMENT (LETTER OF CREDIT) (JULY 1988)

(This provision is applicable when a Letter of Credit is requested by the grantee and approved by A.I.D.'s Office of Financial Management.)

(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 the A.I.D. 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 the payment conditions of this grant superseding and taking precedence over any other clause of this grant concerning payment.

(c) If the LOC is revoked, payment may be made on a cost-reimbursement basis, in accordance with paragraph (e) of this clause.

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(d) Revocation of the LOC is at the discretion of M/FM/PAFD after consultation with the grant officer. Notification to the recipient of revocation must be in writing and must specify the reasons for such action. The recipient may appeal any such revocation to the grant officer, in accordance with the Disputes clause of this grant. Pending final decision, payments under the contract will be in accordance with paragraph (e) of this clause

(e) If the LOC is revoked, the grantee shall submit to the A.I.D. Controller an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, normally once a month, but in any event no less than quarterly. Each voucher shall be identified by the grant number and shall state the total costs for which reimbursement is being requested.