

PDCBM222



UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

Regional Development Office/South Pacific

American Embassy
P.O. Box 218
Suva, Fiji.

Telephone: 311-399
Telex: 2647 USAID FJ
Telefax: 306 075

March 8, 1991

Mr. Atanraoi Baiteke
Secretary General
South Pacific Commission
B.P. D5
Noumea CEDEX
NEW CALEDONIA

Subject: Grant No. 879-0000-G-SS-1055

Dear Mr. Baiteke:

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." or "Grantor") hereby grants to the South Pacific Commission (hereby referred to "Grantor"), the sum of US\$15,000 to provide support for the South Pacific Regional Environmental Programme (SPREP) to hold a series of Working Group Meetings, as described in the Schedule of this grant and the Attachment 2, entitled "Program Description."

This grant is effective and obligation is made as of the date of this letter and shall apply to commitments by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending April 15, 1991.

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, entitled the Schedule, Attachment 2, entitled "Program Description," and Attachment 3 entitled "Standard Provisions," except for advance and liquidation procedures, which are specified in Attachment 1, and which are agreed to by your organization by acceptance of this Grant.

Handed to LG
by Riv Woods on
21/3/91. PMSG

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

Sincerely,

John B. Woods

John B. Woods, Grant Officer
Regional Director

Our Ref: PRM 3.12

Attachments:

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

ACCEPTED:

[Signature]
South Pacific Commission

By:

Atanraoi Baiteke

Title:

Secretary-General, South Pacific Commission

Date:

13 March 1991

ACCOUNTING CLASSIFICATION

APPN: 72-1111021

BPC : PDNA9127879KG62

RESCILNO: S910138

OBLDOCNO: 879-0000-G-SS-1055

ACCOUNTING SECTION

FUNDS AVAILABLE: \$ ⁴⁵15,000.00

FUNDS VERIFIED BY: *[Signature]*
ON: 02/98

TRNDAT: BY:

PSIDAT: BY: *RAW/OAL "U"*

TRN TYP:

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SCHEDULE**A. Purpose of Grant**

The purpose of this Grant is to fund a Finance Working Group Meeting to be held on the future structure of the South Pacific Regional Environmental Program (SPREP) within the South Pacific Commission (SPC).

B. Period of Grant

The effective date of this Grant is March 8, 1991. The expiration date is April 15, 1991.

C. Amount of Grant and Payment

1. A.I.D. will provide US\$15,000 for purposes of this Grant.
2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3 (Standard Provisions).

D. Grant Budget

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

<u>Cost Element</u>	<u>Budget</u>	<u>Total Estimated US\$</u>
1. Air Fares - country experts (7)		8,000
2. Per Diem		5,000
3. Communications & Printing Costs		2,000
		<hr/>
	TOTAL	15,000 =====

E. Source and Origin of Goods and Services

The Grantee may use the A.I.D. Grant funds to procure goods and services from the United States or the South Pacific Region countries according to the Grantee's rules and policy.

F. Procurement Procedures

The Grantee may use its established procedures to procure goods and services for this Grant which may involve A.I.D. Grant funds.

G. Reporting and Evaluation

In addition to the financial reporting requirements outlined in the Payment (Periodic Advances) provision of Attachment 3, the Grantee will provide to RDO/SP a brief report within 30 days after the end of the Grant period.

The report should document briefly the results it has achieved towards meeting the objectives of the Work Program and meeting the increasing environmental needs of the region.

H. Allowable Costs

Allowable costs set forth in Standard provision 1 shall exclude overhead or allocation of management fees. Air travel shall be economy class by the most direct routing in accordance with A.I.D. travel regulations.

Per diem allowance shall cover lodgings, meals and transportation and shall not exceed the rate of US\$180 per day in accordance with A.I.D. travel regulations.

I. Standard Provision

The Standard Provisions for this Grant are those numbered in 1 through 12 that appear in Attachment 3.

J. Payment - Advance and Liquidation Procedures

After this Grant is signed, USAID/RDO/SP will provide an advance of U.S. Dollars 15,000 to SPC to carry out the Grant's purposes. SPC will be responsible for liquidating this advance in a timely manner and for returning any unused funds by U.S. Dollar check to the Controller, USAID/RDO/SP Suva, Fiji. To liquidate the advance, SPC must submit the following documents to the Controller, USAID/RDO/SP Suva, Fiji within 30 days after completion of the Working Group Meeting:

Item

Documentation Required
to Liquidate Advance

Air Fares

As specified in section H., all travel should be done by the most direct routing and by economy class. To liquidate the advance provided to cover air fares, SPC must submit the original copy of the invoice (marked paid) from the travel agency used to purchase the airline tickets. The invoice should list the itinerary of each traveler, the class of service used, and the cost for each ticket.

Per Diem

USAID's authorized per diem for Noumea is USD 180 per day. This rate consists of two parts; up to a maximum of USD 90 is provided each day for a room, the remaining USD 90 is provided daily to cover meals and incidental expenses (M&IE).

If a participant pays more than USD 90 a day for his/her room, the excess must come out of their daily M&IE allowance. If a participant does not incur a cost for a room on any given day, i.e., they stay with a friend or relative, he/she is only entitled to the USD 90 daily M&IE allowance. If participants share a room, they are only entitled to their individual share of the cost of the room plus their M&IE allowance. If participants pay less than USD 90 a day for their rooms, they will only be reimbursed for the actual amount paid, up to the maximum of USD 90. For ease of accounting, SPC may round the room rates to the nearest dollar.

Because of this split in the per diem allowance, USAID must have copies of paid hotel bills supporting payments made to any

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participants for the room portion. The bills must show the daily room rate for each individual. SPC will need to set up a procedure to either have the hotel provide SPC a copy of each paid bill, or a means to obtain a copy from each participant before they depart Noumea.

In order to liquidate the advance provided to cover per diem SPC must provide USAID a signed listing showing the amount of per diem paid to each participant. The format for this listing is attached as EXHIBIT 1. SPC is responsible for ensuring that each participant is paid the proper amount of per diem.

**Communications
& Printing**

In order to liquidate the advance provided for this item SPC must submit paid invoices covering the items claimed. In most locations telephone bills are not readily available and cannot be obtained in time to submit them for liquidation of an advance. Accordingly, for any long distance telephone calls that may be made on SPC lines, and for which the official bill may not be readily available, time and charges should be obtained from the operator. A listing of such calls showing to where each call was made, the purpose of the call, and its cost will be acceptable in lieu of an official bill from the telephone company.

PROGRAM DESCRIPTION

A. Goal and Purpose

The overall goal of the Grant is to study and make recommendations on the means of providing SPREP with a firm, timely and adequate financial basis which addresses among other things, the issue of assessed contributions and means of mobilizing funds from other international sources. The Grant purpose is to attain full autonomy for SPREP to enable it to better achieve the objectives of its Work Program and to adequately meet the increasing environmental needs of the region.

B. Program Description

The objective of this element of the SPREP Work Program is to manage more effectively its financial and human resources, projects, contracts and consultants; enhance its dialogue with other relevant international bodies; represent the interests of the region in appropriate international fora; provide information on issues for which a broad policy mandate is required and be directly accountable to all member countries and territories.

The Third Intergovernmental Meeting (IGM) on the SPREP Action Plan held at the SPC Headquarters, 24-28 September 1990, Noumea, New Caledonia agreed on the need for full autonomy for SPREP to enable it to achieve its objectives.

The IGM discussed and reached consensus on a series of questions concerning the future of SPREP and identified three categories of measures for action to enhance the capacity and autonomy for SPREP while retaining the full and equal participation of all member countries and territories: (1) immediate steps which are within the authority of this IGM; (2) steps which require the endorsement of the Thirtieth South Pacific Conference; and (3) those complex issues for which in-depth investigation is required and for which working groups have been set up by this Meeting.

The proposal was that the working groups would meet in early 1991 and submit recommendations for approval to a meeting of officials and Ministerial-level Meeting before the end of July 1991, preferably preceding the first meeting of the Parties to the Convention for the Protection of the Natural Resources and Environment of the South Pacific Region (The 'SPREP' or 'Noumea' Convention). The three working groups would consider financial, legal and action plan issues respectively.

The meeting is to be held at the SPC Headquarters in Noumea, New Caledonia from March 25-27, 1991 with representatives from Fiji, Tuvalu, American Samoa, New Caledonia, the Marshall Islands, Vanuatu and the United States of America.

ATTACHMENT 3

STANDARD PROVISIONS FOR
GRANTS TO PUBLIC INTERNATIONAL ORGANIZATIONS

- | | |
|----------------------------------|-----------------------|
| 1. Allowable Costs | 7. Nonliability |
| 2. Refunds | 8. Amendments |
| 3. Revision of Grant Budget | 9. Notices |
| 4. Termination Procedures | 10. Publications |
| 5. Disputes | 11. Audit and Records |
| 6. U.S. Officials Not To Benefit | 12. Payment |

1. ALLOWABLE COSTS

(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 costs. 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 costs will be allowable.

2. REFUNDS

(a) The Grantee is encouraged to use 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.

(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

(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, A.I.D. 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

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 A.I.D. unexpended A.I.D. funds which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by A.I.D. 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 A.I.D. 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 A.I.D. with the "Allowable Costs" provision of this Grant.

5. DISPUTES

(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

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

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

8. AMENDMENT

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

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

10. PUBLICATIONS

(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 purpose.

11. AUDIT AND RECORDS

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.

12. PAYMENT - SEE ATTACHMENT 1