

PO CBM 229



UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
Regional Development Office/South Pacific

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

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September 28, 1990

Mr. Atanraoi Baiteke
Secretary General
South Pacific Commission
P.P. D5
Noumea Cedex
New Caledonia

Subject: Grant #879-0004-G-SS-0171

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 the sum of US\$35,000 to the South Pacific Commission (hereinafter referred to as The "Grantee") to provide support for the South Pacific Regional Environmental Programme (SPREP) for environmental education. The program is described in the Schedule of this Grant and 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 made by the Grantee to further program objectives during the period beginning with the effective date and ending September 30, 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, (the Schedule), ATTACHMENT 2 (the Program Description) and ATTACHMENT 3 (the Standard Provisions); all of which have been agreed to by your organization.

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

Sincerely,

John B. Woods

John B. Woods, Grant Officer
Regional Director

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACCEPTED:

South Pacific Commission

Name :

Atanraoi Baiteke

Title:

Secretary-General, South Pacific Commission

Date:

28 September 1990.

FISCAL DATA

APPN : 72-1101021
 BPC : QDEA9027879JG13
 RESCTLNO : S990435 P/E = 16
 AMOUNT : \$25,819.00

APPN : 72-11X1021
 BPC : QDEX9027879KG13
 RESCTLNO : S990434 P/E = 16
 AMOUNT : \$9,181.00

TOTAL : \$35,000.00

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SCHEDULE

A. Purpose of Grant

The purpose of this Grant is to provide partial financing of the environmental education and training element 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 September 28, 1990. The expiration date is September 30, 1991.

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of US\$35,000 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

Since the Grant, along with SPREP funds from other sources finances training and educational opportunities as they are identified during FY 1991, it is neither practical nor useful to allocate funds among the different types of educational and training activities described in the Program Description (ATTACHMENT 2).

E. Source and Origin of Goods and Services

Since the A.I.D. Grant funds will be pooled with funds from other donors for the SPREP program, it is not feasible or necessary to identify A.I.D. funds with specific goods and services procured for the program. Therefore, the grantee may use the A.I.D. Grant funds to procure goods and services from any country that is an eligible source according to the Grantees's rules and policy.

F. Procurement Procedures

The grantee may use its establishment training procedures to procure goods and services for the SPREP Environmental Education/Training Program, 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 on the overall environmental education and training element use within 30 days after the end of each six-month period. The report should describe briefly each separate training or educational activity, including: the type of activity; purpose; general identification of trainees; training subject; training place and dates; cost of each activity and any other information useful in describing the activity.

The Grant will be evaluated informally after its termination by representatives of the grantee and RDO/SP at a time convenient for both parties.

H. Allowable Costs

Allowable costs set forth in Standard provision 1 shall exclude overhead or allocation of management fees.

I. Standard Provision

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

PROGRAM DESCRIPTION

A. Goal and Purpose

The Grant goal is to promote sustainable development for the peoples of the South Pacific. The Grant purpose is to ensure that environmental education is incorporated into the curricula of the formal and non-formal education systems of the region.

B. Program Description

The objective of this element of the SPREP Work Program is to ensure that environmental education is incorporated into the curricula of the formal and non-formal education systems of the region and that there is adequate relevant supporting written and audio-visual material. The A.I.D. grant will provide general support to this at about 18 percent of the total financing over 1990-1992.

Environmental education and awareness raising was given increased emphasis following the evaluation of SPREP in 1985 which called for greater proportional allocation of resources to teacher training and production of materials. SPREP has since then been active in developing resources and publications on the major subjects of environmental concern, i.e. protection of coral reefs and mangroves, species conservation, eradication of soil erosion, safe use of pesticides, forest conservation and environmental impact assessment.

Support to training activities at school, university and community levels as well as training environmental education for officers of the environmental department/units within the region is one thrust. The other major concern is production of specific environmental education material for broad dissemination.

This SPREP program element was funded in the period January through August 15, 1990 at a total of about US\$52,000 of which 72 percent came from extrabudgetary grants from several donors: Pledges of donor support for 1990-1992 received so far include: Australia, A\$120,000 and Canada, C\$126,000. The indicative budget for 1991-1992 based on current indications of potential funding (not including the A.I.D. grant described here) is: 1991 US\$120,000 and 1992, US\$150,000.

Project proposals for the 1991-1992 period include country efforts in environmental education materials development, media workshops and environmental education/training throughout the region. Training at the university level, production of environmental education kits and in-country curriculum development support are also proposed.

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

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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 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 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 (PERIODIC ADVANCES)

(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) The Grantee 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 revoke the advance payment procedure.

Annex 1 - Consolidated Project Cash Flow Statement.

2 - Consolidated Quarterly Expenditure Report.

doc. 0062Y: revised 9/17/1990, 9/21/90, 9/22/90.

Grant Title: _____
Grant No.: _____

Consolidated Project Cash Flow Statement
(Quarter from 1 January to 31 March 1991*)
in U.S. Dollars

- A. Cash advances received to date \$ _____
(from inception of grant)
- B. Less cash expenditures to date \$ _____
(from inception of grant)
- C. Cash advances outstanding to date \$ _____
(A minus B)
- D. Projected expenditures next quarter \$ _____
- E. Cash advance required for next quarter \$ _____
(D minus C)

The undersigned hereby certifies that: (1) the above represents the best estimate of funds needed for expenditures to be incurred over the period described; (2) appropriate refund or credit to the grant will be made in the event funds are not expended; (3) appropriate refund will be made in the event of disallowance in accordance with the terms of this grant; and (4) any interest accrued on the funds made available herein will be refunded to A.I.D.

BY: _____
TITLE: _____
DATE: _____

*note: Period indicated is for illustrative purposes only.

Grant Title: _____

Grant No.: _____

CONSOLIDATED QUARTERLY EXPENDITURE REPORT
(Quarter from 1 January to 31 March 1991*)
in U.S. Dollars

<u>Budget Line Items</u>	<u>Budget Amount</u>	<u>Cummulative through Previous Quarter</u>	<u>This Quarter</u>	<u>Total to date</u>
1. _____	_____	\$ _____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	_____
\$ _____ \$ _____				
3. _____	_____	\$ _____	\$ _____	\$ _____
4. _____	_____	\$ _____	\$ _____	\$ _____
5. _____	_____	\$ _____	\$ _____	\$ _____
6. _____	_____	\$ _____	\$ _____	\$ _____
7. _____	_____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____

The undersigned, hereby certifies that: (1) the expenditures claimed under the cited agreement are proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of non-performance in whole or in part under the terms of the agreement or for breach of the terms of the agreement; (2) the information on the fiscal report is correct and such detailed supporting information as A.I.D. may require will be furnished, as appropriate; and (3) all requirements called for by the agreement to date of this certification have been met.

BY: _____

TITLE: _____

DATE: _____

*note: period indicated is for illustrative purposes only.