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GRANT

21 JUN 1976

BY THE

UNITED STATES OF AMERICA

TO

THESSALONICA AGRICULTURAL AND INDUSTRIAL INSTITUTE

FOR

THE AMERICAN FARM SCHOOL

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A. I. D. ") hereby makes a grant of Three Hundred Thousand Dollars (\$300,000) to the Thessalonica Agricultural and Industrial Institute (hereinafter referred to as "Grantee") to be used solely for the benefit of their institution The American Farm School, located in Thessaloniki, Greece in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: (1) Procurement of Professional Services, (3) Procurement of Commodities, (4) Travel and Per Diem, (5a) Disbursement Procedures and (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of the grant and ending September 30, 1978.

Agency for International Development

By *Aduro C. Cortes*
 Director, Office of American
 Schools and Hospitals Abroad

Date MAY 24 1976

This grant is hereby accepted subject to its terms and conditions and for the purposes set forth in the appendices attached hereto.

The American Farm School
 380 Madison Avenue
 New York, New York 10017

By *Greg B. Parr*

Title *Chairman*

Grant No. AID/asha 112

Project No. 913-13-660-227-53-1368011

Allotment No. 694-13-099-00-84-61

Appropriation No. 72-1161013

APPENDIX A

SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

1. Under Section 214 of the Foreign Assistance Act of 1961, as amended, assistance is authorized to schools outside the United States founded or sponsored by United States citizens and serving as study and demonstration centers for ideas and practices of the United States.

2. The Grantee is a non-profit corporation, organized and existing under the laws of the State of New York.

3. Assistance has been requested by the Grantee to finance the renovation of housing and plant facilities. A. I. D. has determined that \$300,000 should be provided for these purposes.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A. I. D. in writing, the \$300,000 provided by this grant shall be used only for the following:

Procurement of equipment, materials, and services for renovation of housing and plant facilities; environmental control and development of facilities for recycling water and waste material and other general plant renovation, specifically:

Cornell Dormitory and Chamberland Cottage
Demonstration Cottage - Girls School

General Plant Renovation

James Hall

Cincinnati Hall and Short Course Center Area

Renovation of other living quarters and academic facilities including roads and paths

Environmental Control and Development

of facilities for recycling water and waste material considered essential to the utilization of our Land Development Plan.

\$300,000

ARTICLE III - OTHER SPECIAL PROVISIONS

1. Procurement of Services

The work necessary to upgrade and renovate facilities specified above, may be undertaken by Grantee's staff and through the hiring of skilled and unskilled labor, as necessary. Small value contracts for services (\$25,000 or less) may be entered into in Greece by Grantee in accordance with its usual procedures for procurement of such services. Any contract for services in excess of \$25,000 shall be approved by A. I. D.

2. Costs Related to Commodity Procurement

Grant funds provided for procurement of commodities pursuant to Article II, above, may also be used to finance such related costs as transportation, insurance, installation and related costs.

PROCUREMENT OF PROFESSIONAL SERVICES

A. Definition - Place of Procurement

Professional services refer to architectural-engineering, management, and other consultant services. Appendix A, Special Provisions, will specify whether professional services are to be procured in the United States or may be procured in the country in which Grantee's institution is located.

B. Method of Procurement

1. Selection of Professional Services Firm

For procurement of services in the United States, Grantee shall obtain expressions of interest from various firms. For work estimated to cost over \$25,000, Grantee shall, as part of its effort to obtain expressions of interest, prepare a notice describing the project and services involved for submission to A. I. D. for publication in Commerce Business Daily of the United States Department of Commerce. For procurement of services in the country in which Grantee is located, Grantee shall obtain expression of interest and proposals from firms in accordance with local law and practice. Grantee shall negotiate a proposed contract with the firm Grantee determines to be best qualified.

2. Qualifications and Contract

Grantee shall submit to A. I. D. the names of the firms from whom Grantee obtained proposals and the reasons for selecting the firm chosen. The qualifications of the firm selected shall be submitted to A. I. D. for

approval on form AID 1420-5, Architect-Engineer Questionnaire, or form AID 1420-6, Management Consulting Questionnaire, as appropriate. In addition, Grantee's proposed contract for services, made subject to A. I. D. approval, shall be submitted to A. I. D. for approval of the scope of work, reasonableness of price and adherence to good contracting practice. Grant funds may not be disbursed for professional services prior to written approval of the award and contract by A. I. D.

3. Procurement of Previously Employed Firm or Individual

Grantee may select a firm which Grantee has previously employed for professional services or an individual person without following the selection procedure described in paragraph 1 above. A statement setting forth Grantee's reasons for selection of an individual or previously employed firm shall be submitted to A. I. D. for approval. In addition to the above statement, A. I. D. approval of procurement of such services will be based on the qualifications of the person or firm to perform the work and the adequacy of Grantee's proposed contract as specified in paragraph 2 above.

PROCUREMENT OF COMMODITIES

Paragraphs A through H apply to procurement of commodities and commodity related services by the Grantee and any Grantee procurement agent. Paragraphs A and B only apply to procurement of commodities under a fixed or unit price contract of the Grantee for construction services.

A. Place of Procurement

Commodities authorized for procurement shall be procured only in the United States or in the country in which Grantee's institution is located (except as Appendix A, Special Provisions, limits procurement to the United States only).

1. Procurement in the United States

Commodities procured in the United States shall have been produced in the United States. A commodity shall not be eligible as being produced in the United States if

- (a) more than 50 percent of the total cost of its components were imported into the United States, and
- (b) it contains components from any communist country, excluding Yugoslavia.

2. Procurement in the Country in which Grantee's Institution is Located

Commodities procured in the country in which Grantee's institution is located

- (a) shall not have entered the market on order from, or otherwise to satisfy a specific need of, the Grantee, and
- (b) shall not have been produced in, nor--to the best of Grantee's knowledge or the knowledge of any agent or contractor of the Grantee -- contain components from, any communist country, excluding Yugoslavia.

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B. U.S. Carriers

Shipment of commodities from the United States shall be on U. S. flag carriers except as otherwise approved by A. I. D.

C. Quotations and Bids

Procurement shall be made in accordance with Grantee's regular methods of procurement, provided Grantee employs good business practices which, except as permitted by paragraph D below, shall include:

1. Obtaining quotations or bids, as appropriate, from as many alternative sources as may be feasible, and
2. Procurement at the lowest price except as extenuating circumstances or non-responsive bids otherwise dictate.

Any decision by Grantee to procure a commodity at other than the lowest price offered shall be documented pursuant to paragraph E below.

D. Proprietary Procurement

Proprietary procurement, i. e., procurement from a single source and without obtaining quotations or bids from other manufacturers or suppliers, is hereby authorized (1) to assure compatibility or standardization with existing commodities, (2) when special design requirements are needed and available only from a single source, (3) when a specific commodity has proven to be most economical, dependable or serviceable under local conditions, and (4) when a specific commodity has a sole manufacturer or supplier. Any decision by Grantee to procure a commodity on a proprietary basis shall be documented pursuant to paragraph E below, except for procurement of spare parts and components for existing commodities which may be

undertaken on a proprietary basis without the documentation required in Paragraph E below.

E. Notification to A. I. D.

Any decision by Grantee to procure a commodity (1) at other than the lowest price offered or (2) on a proprietary basis (except for spare parts and components for existing commodities) shall be supported by a statement setting forth the reason(s) and the name(s) of the person(s) deciding that such procurement was advisable and necessary. Statements substantiating the above kinds of action shall be included in Grantee's records and furnished to A. I. D. when the procurement is undertaken.

F. A. I. D. Financed Export Opportunities Bulletin

For commodities costing \$5,000 or more to be procured from the United States, Grantee shall prepare and submit to A. I. D. notice(s) of prospective procurement for publication in the A. I. D. Export Opportunities Bulletin. Each notice shall (1) describe generically the commodities to be procured, (2) provide an address in the United States where more detailed information may be obtained by interested parties, and (3) state that procurement will begin 45 days (or such later date as Grantee may desire) after publication of notice.

G. Marking Requirements

The Grantee shall insure that all major commodities financed under this grant are marked with the official A. I. D. ("clasped hands") emblem, except as A. I. D. may otherwise approve in writing.

H. Procurement Documentation

Grantee's records shall include copies of all solicitations made for bids or quotations for commodities procured under this grant; all quotations or bids received; suppliers commercial invoices; and as applicable, other pertinent documents related to procurement, e. g. , bills of lading or other evidence of shipment, including insurance; sales and service contracts or agreements; and Grantee's documentation for proprietary procurement and procurement at other than the lowest price pursuant to paragraph E above.

TRAVEL EXPENSES AND PER DIEM

Any travel authorized by this grant or undertaken pursuant to a grantee contract shall be in accordance with the following requirements.

A. American and Foreign-Flag Carriers

Travel shall be performed on American-flag carriers except when this requirement will cause unreasonable delay, expense, or inconvenience. When an American flag carrier does not provide regularly scheduled service (service that operates at least three times weekly) between points of travel, a foreign-flag carrier may be used to the nearest practicable interchange point to connect with an American-flag carrier.

B. Mode of Travel, Interruption of Travel

Travel must be by less than first-class accommodations and the usually traveled route. Travel by a usually traveled route may be interrupted for the convenience of the traveler. However, any extra expense caused by such interruption may not be financed by the grant.

C. Rest Stops

Any scheduled flights in excess of 14 hours on a usually traveled route, including scheduled stopovers of less than 8 hours, may be interrupted for a rest period of not to exceed 24 hours. The point of interruption should be midway in the journey or as near to it as the schedule permits. Per diem and necessary miscellaneous expenses are authorized. Rest stops are not authorized when travel is interrupted for the convenience of the traveler.

D. Time Zone Dislocations

Travelers encountering a difference of five or more time zones from the place of departure or place of rest stop, may arrange arrival at their place of destination up to 24 hours before commencing business to permit a period of adjustment.

E. Per Diem

Per diem is authorized to meet the traveler's daily expenses. Per diem includes charges for meals and lodging and other incidental expenses such as laundry and dry cleaning, fees and tips for waiters, porters, etc.

F. Per Diem Rates

The per diem rates for travel in foreign localities are those prescribed by the U. S. Government. Current information on per diem rates may be obtained from A. I. D. , A. I. D. Missions overseas, American Embassies and Consulates. The maximum per diem rate for travel in the United States is \$25.00.

G. Computation of Per Diem Payment

While traveling, the maximum rate of per diem is a) that of the destination point when travel is for less than 6 hours, b) at the rate of \$6.00 when travel is for 6 hours or more. Stopovers of a duration longer than 6 hours (for business, rest stops, or waiting onward transportation) are covered by the rates applicable to the stopover point. For fractional parts of a day (at the beginning and end of travel or when travel is interrupted for more than 6 hours) one-fourth the rate of a day is allowed for each period of 6 hours or fraction thereof. Local times should be used for all per diem computations. One extra day's per diem is allowed for the day lost in crossing the International Date Line from west to east and deducted for the day gained in crossing from east to west.

H. Miscellaneous Expenses

In addition to fare and per diem, various miscellaneous expenses may be charged as travel expenses. These include fees and costs in connection with issuance of passports and visas, inoculations, fees for traveler's checks, transfer, storage and checking of baggage, airport limousine and taxicab fares, excess baggage related to grant (but not personal) matters, transportation between places of business and place of lodging and business and telephone and telegraph messages related to grant matters.

DISBURSEMENT PROCEDURES

Disbursement for Actual and Accrued Expenses

Except as otherwise provided in Appendix A, Special Provisions, or by A. I. D. in writing, the disbursement of grant funds shall be in accordance with the following terms and procedures.

A. Disbursement Terms

1. Disbursement for Actual and Accrued Costs

Funds shall be disbursed to the Grantee for actual and accrued United States Dollar and local currency expenses as authorized in Appendix A of this grant.

2. Accrued Costs

Any accrual of costs by the Grantee for which disbursement is requested pursuant to Paragraph B, below, shall be undertaken in accordance with the following guidelines. Accruing costs permits Grantee to request disbursement for expenses incurred for a given period although such expenses may not have been actually paid in cash. As applicable, costs of professional services and/or construction services shall be considered to accrue as a contractor performs his work and materials are delivered to the work site, irrespective of whether the contractor has submitted his bill for such services and/or materials. Accordingly, the cost of work performed and/or materials delivered may be estimated and

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Grantee may request disbursement by A. I. D. for such accrued costs. Any "first payment" provision or construction "start-up costs" provided for in a contract, and within the authorized expenditures of the grant, shall be considered to accrue upon A. I. D.'s approval of the contract. Expenditures for commodities, including books and periodicals, shall be considered to accrue upon delivery of the commodities, or receipt of the bill, whichever is earliest. For commodities procured in the United States, delivery occurs when Grantee, or Grantee's contractor, takes title, typically in the U. S. when the commodities are delivered for shipment overseas.

3. Conversion of Dollars to Local Currency

Grantee is authorized to convert United States Dollars to local currency. Such conversions shall be made by, or under arrangements and at rates approved by, a United States Disbursing Officer at the A. I. D. Mission, American Embassy, or Consulate in the country where Grantee's institution is located.

4. Restriction on Interest

Interest earned on all or any part of the funds disbursed under this grant, whether dollars or dollars converted to local currency, shall be refunded to A. I. D.

5. Records of Grant Financed Expenditures

Grantee's records and books of account shall be maintained in such a manner that expenditures financed by this grant may be readily identified.

B. Method of Disbursement

1. Requesting Payment

To obtain disbursement for authorized expenditures, the Grantee shall request payment, typically not more frequently than once each month, from the Office of the Controller (SER/FM/CSD), A. I. D., Washington, D. C. 20523. Requests for payment shall include the documentation, (voucher, expenditure report, and certification), set forth below.

2. Voucher

Grantee shall submit Voucher Form 1034 (original) and three copies of SF 1034 (a), properly executed, to show the amount of expenditures during the period for which disbursement is requested.

3. Expenditure Report

All vouchers submitted under this grant shall be supported by an original and three copies of an expenditure report as follows:

Expenditure Report

<u>Authorized Expenditures</u>	<u>Authorized Amount</u>	<u>Total Expenditures</u>	
		<u>To Date</u>	<u>This Period</u>
(Describe authorized expenditures as set forth in Appendix A)	(As applicable, insert grant amount allocated for authorized expenditures)		

4. Certification

Each request for disbursement of grant funds shall include a certification signed by an authorized representative of the Grantee as follows:

"The undersigned hereby certifies (1) that the payment of the sum claimed under this voucher is proper and due under the terms of the grant; and (2) that the information contained in the expenditure report is true and correct."

Signature

Date

5. Final Payment

For final payment under this grant, Grantee shall submit Voucher Form 1034 (original) and three copies of Voucher Form 1034 (a), marked "FINAL VOUCHER," together with the expenditure report and certification described above not later than 90 days after the expiration of this grant or such other period as may be approved in writing by A. I. D.

6. Additional Documentation

A. I. D. may request the submission of additional documentation to that required above to support authorized expenditures charged by the Grantee to this grant.

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

As a condition of accepting this grant, Grantee agrees to keep the Office of American Schools and Hospitals Abroad (ASHA) informed of its activities toward accomplishing the purposes of this grant as well as its successes and problems as an American founded or sponsored institution overseas. To this end, Grantee agrees, pursuant to the provisions set forth below, to submit to ASHA

- quarterly reports of grant expenditures,
- quarterly progress reports on capital improvements, and
- an annual institutional report.

Grantee should bear in mind that failure to submit the reports enumerated above would lead to suspension of disbursement of funds by A. I. D.

1. Quarterly Report of Grant Expenditures

Grantee shall submit to ASHA a quarterly report of grant expenditures as illustrated in the attached format, (See Attachment A). Three copies of this report shall be submitted within 15 days following the end of each quarter of the calendar year, until the (1) expiration date of the grant, (2) total expenditure of grant funds, (3) completion of the purpose of the grant, or (4) termination of the grant, whichever is earliest. This report is separate from and additional to expenditure reports submitted with disbursement vouchers prepared pursuant to the Disbursement Provisions of this grant.

2. Quarterly Progress Report on Capital Improvements

If the Special Provisions of this Grant (Appendix A) provide funding for construction, commodity procurement or other capital improvements, Grantee shall submit two copies of a progress report within 15 days following the end of each quarter of the calendar year. The reports should include the following information and may be consolidated into one quarterly report, as applicable.

a) Construction Progress

The status of planning, contracting, construction, and related procurement by a fixed or unit price contractor should be reported in full. Each report should show the percentage of completion of each major segment of work, e. g. final architectural-engineering planning, excavation, structural work, mechanical work, electrical work, etc., and should indicate how the rate of work compares with the progress schedule adopted at the inception of the project. The progress schedule should be included in each report, along with any revisions made in the schedule and the reasons for such revisions. As applicable, one or more photographs should be included showing the work in progress. The report should include a statement of utilization of funds for the project and should separately identify both grant funds and any other funds financing the project, as applicable. The report should inform ASHA of any current or potential problems affecting the character and progress of the work and steps taken, or which are to be taken, to resolve them.

b. Commodity Procurement

Commodity procurement undertaken during the reporting period by the Grantee or Grantee's procurement agent, excluding procurement undertaken by a fixed or unit price construction contractor, should be reported as follows:

<u>Description and Amount of Commodities Procured</u>	<u>Price</u>	<u>Number of Quotations/ Bids*</u>	<u>Lowest Price (yes, no)</u>	<u>Place of Purchase (U.S., local country)</u>
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*Indicate any proprietary procurement with a "P" (See the grant provisions relating to Procurement of Commodities for information regarding proprietary procurement)

3. Annual Institutional Report

Grantee shall submit an Annual Institutional Report informing ASHA of significant activities, accomplishments, problems, plans for the future, and the contribution this grant is making to Grantee's educational and/or medical endeavors. The report should cover the goals of the institution as well as the assumptions on which the goals are based; changes, improvements or setbacks in the academic or medical programs; local and international developments or trends affecting operations; administration; staffing; budget and finance. Three copies of the report should be submitted to ASHA for each 12 month period, covered in whole or part by the term of the grant, at such times as is most relevant in terms of Grantee's academic or fiscal year.

B. Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principles, covering financial details applicable to this grant.

A. I. D. and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by A. I. D.

C. Reimbursement to A. I. D.

The Grantee shall promptly reimburse A. I. D. the full amount of any expenditures made by it from granted funds which A. I. D. shall determine to have been applied by the Grantee other than for approved activities or otherwise expended in violation of any of the conditions of this grant.

D. Non-liability

A. I. D. disclaims all liability with respect to any claims for personal property, injury or damage arising out of or connected with activities supported by this grant.

E. Equal Opportunity

Grantee's employment practices with regard to U. S. nationals shall provide equality of opportunity without regard to race, religion, sex, color or national origin. Further, in the carrying out of its educational and/or medical program, Grantee agrees that no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be otherwise subject to discrimination.

The above shall not be construed to require enrollment of students of both sexes at an educational institution enrolling boys or girls only.

F. Covenant Against Contingent Fees

The Grantee warrants that no person or firm has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, A. I. D. shall have the right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

G. Officials Not to Benefit

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.

H. Termination

A. I. D. may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has paid in accordance with the provisions of this grant. Grantee shall refund to A. I. D. any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A. I. D. within ninety (90) days after the termination of this grant.

I. Notices

Any notice given by any of the parties hereto shall be sufficient only if in writing and delivered to the following:

To A. I. D.

Office of American Schools and Hospitals Abroad
Agency for International Development
Washington, D. C. 20523

To Grantee

Name and address as set forth on the cover page of this grant, or such other address as either of the parties shall have designated by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

Grant Number _____

Total Grant Amount _____

For Report Period _____
Ending (month/day/year)

Institution

DESCRIPTION	EXPENDITURES FOR REPORTING QUARTER**	TOTAL ACTUAL EXPENDITURES (Cumulative from inception of grant, incl. reporting quarter)	TOTAL ACTUAL AND ACCRUED COSTS***
1. Construction			
a. Architectural and Engineering services			
b. Construction services			
c. Other (specify)			
2. Equipment and Supplies			
3. Scholarships			
4. Other (salaries, travel, allowances, etc. specify)			
T O T A L	_____	_____	_____

*Three copies of this report should be submitted, to the Office of American Schools and Hospitals Abroad (A.I.D.), within 15 days following the end of each quarter of the calendar year until (1) expiration of the grant, (2) expenditure of grant funds, (3) achievement of the purpose of the grant, or (4) termination of the grant whichever is earliest. A report should be submitted even if no expenditures were incurred during the reporting quarter.

**Reports should include all actual expenditures whether they have been reimbursed by A.I.D. or not.

***Report all actual costs (column 3) plus costs accrued as of the end of the reporting period which are to be charged against the grant, e.g. the total unpaid value of Grantee contracts for services and purchase orders for equipment and supplies. Obligations with regard to salaries, allowances, travel, etc. (not part of a contract with a firm for service) should be accrued only through the end of the next reporting quarter.

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