

POFAA. 059

15 MAR 1977

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

*orig mtr - J Kain
PHAT/PA/OPUS
neg - S Bailey*

Mr. Paul Bernick
Executive Director
American ORT Federation
817 Broadway
New York, New York 10003

FEB 9 1977

Subject: AID/pha-G-1088
Amendment No. 3
PIO/T No. 932-0056-73-3279226

ORIGINAL

Dear Mr. Bernick:

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 American ORT Federation (hereinafter referred to as "ORT" or "Grantee") the additional sum of \$250,000. The total amount obligated under this Grant is now \$750,000. The program is more fully described in the attachment to this Grant 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 in furtherance of program objectives during the period from February 29, 1976 to February 28, 1978 as set forth in the Budget.

The grant is amended as follows:

1. Attachment A, Program Description

Delete "E. Budget" in its entirety and in lieu thereof substitute the following:

FUNDS OBLIGATED

Approp. No. 72-11X1026
Allot. No. 426-32-099-00-26-21
Obl. No. 3279226 OBL. CI 2590
Amount \$ 250,000.00
Proj. No. 932-0056-73

ORIGINAL

By *[Signature]* FUCSD
Date 2/16/77

"E. Budget"

The funds provided herein shall be used to finance the following items:

	<u>Obligated</u>		<u>Estimated</u>	
	From: 3/1/75	2/29/76	3/1/77	
	To: 2/28/76	2/28/77	2/28/78	<u>Total</u>
1. Salaries and				
Fringe Benefits	\$184,930	\$221,000	\$124,000	\$529,930
2. Consultants	5,000	5,000	20,000	30,000
3. Travel and				
Per Diem	17,040	46,500	19,000	82,540
4. Other Direct				
Expenses	<u>43,030</u>	<u>27,500</u>	<u>37,000</u>	<u>107,530</u>
Total	\$250,000	\$300,000	\$200,000	\$750,000

Note: Of the \$250,000 obligated by the Amendment, \$50,000 is for the period February 29, 1976 to February 28, 1977, and \$200,000 is for the period March 1, 1977 to February 28, 1978.

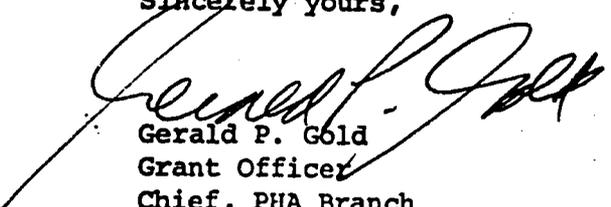
2. Standard Provision "1" Travel and Transportation - Delete subparagraphs 4 and 5 in their entirety.

This Grant is made to the American ORT Federation on condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment A entitled "Program Description", and Attachment B entitled "Standard Provisions" and Attachment C which have been agreed to by your organization.

Please sign the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds

have been granted. Please return the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,



Gerald P. Gold
Grant Officer
Chief, PHA Branch
Central Operations Division
Office of Contract Management

ATTACHMENTS: a/s

ACCEPTED:
AMERICAN ORT FEDERATION

BY: *Paul Bernick*

PRINTED NAME: Paul Bernick

TITLE: Executive Director & Assistant Secretary

DATE: March 2, 1977

*Coded 3/25/76
John*

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

6 MAR 1976

ORIGINAL

11K1027
427-32-099-00-26-61
3269224 2590
250000.00
932-13-950-056-73
FEB 28 1976
with 2/27/76

Mr. Paul Bernick
Executive Director
American ORT Federation
817 Broadway
New York, New York 10003

Subject: AID/pha-G-1088
Amendment No. 2
PIO/T No. 932-13-950-056-73-3269224

*Prog mgr - J. Kain
PHA/PVC
Neg - L. Kelly*

Dear Mr. Bernick:

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 American ORT Federation (hereinafter referred to as "ORT" or "Grantee") the additional sum of \$250,000 to enable the American ORT Federation to establish a Development Program Unit. The total amount obligated under this Grant is now \$500,000. The program is more fully described in the attachment to this Grant 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 in furtherance of program objectives during the period from February 29, 1976 to February 28, 1977 as set forth in the Budget. Subject to their availability, additional funds may be granted for the third grant year.

The grant is amended as follows:

- 1. Attachment A, Program Description.

Delete "E. Budget" in its entirety and in lieu thereof substitute the following:

ORIGINAL

"E. Budget

The funds provided herein shall be used to finance the following items:

	<u>Obligated</u>		<u>Estimated</u>	
	FM: 3/1/75	2/29/76	3/1/77	
	TO: 2/28/76	2/28/77	2/28/78	<u>TOTAL</u>
1. Salaries & Fringe Benefits	\$184,930	\$193,000	\$189,930	\$567,860
2. Consultants	5,000			5,000
3. Travel & Per Diem	17,040	35,500	17,040	69,580
4. Other Direct Expenses	<u>43,030</u>	<u>21,500</u>	<u>43,030</u>	<u>107,560</u>
TOTAL	\$250,000	\$250,000	\$250,000	\$750,000

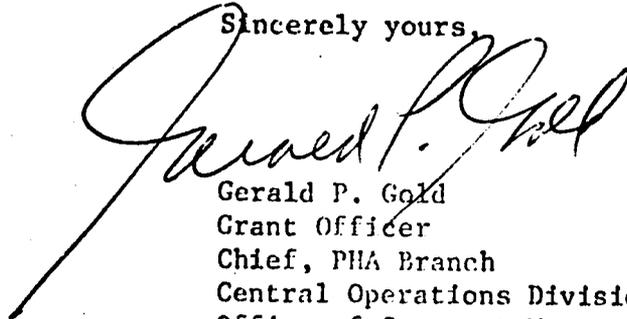
The Grantee may not exceed the total funds obligated. Adjustments among the line items are unrestricted."

This Grant is made to the American ORT Federation on condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment A entitled "Program Description", and Attachment B entitled "Standard Provisions" and Attachment C which have been agreed to by your organization.

Please sign the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds

have been granted. Please return the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,



Gerald P. Gold
Grant Officer
Chief, PHA Branch
Central Operations Division
Office of Contract Management

ATTACHMENTS: a/s

ACCEPTED:
AMERICAN ORT FEDERATION

BY: Paul Bernick

PRINTED NAME: Paul Bernick

TITLE: Executive Director & Assistant Secretary

DATE: March 4, 1976

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

J. Holmstrom
C. J. Shank, 8/24/75

Mr. Paul Bernick
Executive Director
American ORT Federation
817 Broadway
New York, New York 10009

SEP 24 1975

Subject: Amendment No. 1 to
Grant No. AID/pha-G-1088

Dear Mr. Bernick:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject grant, is hereby amended as follows:

Attachment B - Standard Provisions - Paragraph 8 - Prohibition On Abortion Related Activities - Add the following paragraph:

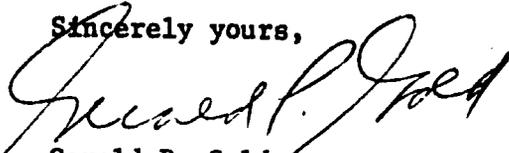
"The Grantee shall insert a clause containing all of the above provisions, including this paragraph, in all subordinate agreements, subgrants, subcontracts or purchase orders hereunder."

Except as expressly herein amended, the subject grant is in all respects ratified, confirmed, and continued in full force and effect in accordance with its terms.

Please acknowledge your acceptance of this Amendment by having an authorized official sign the original and all copies of this letter and

returning the original and five (5) copies of this letter to my office.

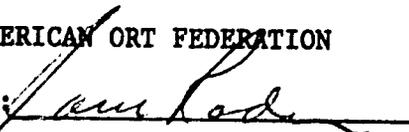
Sincerely yours,



Gerald P. Gold
Grant Officer
Chief, PHA Branch
Central Operations Division
Office of Contract Management

ACKNOWLEDGED:

AMERICAN ORT FEDERATION

BY: 

PRINTED NAME: Jack Rader

TITLE: Assistant Executive Director

DATE: September 30, 1975

J. Harris
J. PHANPHE

Sturmer

ORIGINAL

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

FEB 28 1975

Mr. Paul Bernick
Executive Director
American ORT Federation
817 Broadway
New York, New York 10003

Subject: AID/pha-G-1088 (PIO/T No. 932-13-950-056-73-3259029)

Dear Mr. Bernick:

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 American ORT Federation (hereinafter referred to as "ORT" or "Grantee") the sum of \$250,000 to enable the American ORT Federation to establish a Development Program Unit. The program is more fully described in the attachment to this Grant 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 in furtherance of program objectives during the period as set forth in the attachment to this grant entitled "Budget".

This Grant is made to the American ORT Federation on condition that the funds will be administered in accordance

Continued next page.

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with the terms and conditions as set forth in Attachment A entitled "Program Description", and Attachment B entitled "Standard Provisions" and Attachment C which prescribes the method of payment.

Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and seven (7) copies of this letter to acknowledge your acceptance of the condition under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,



R. J. O'Brien
Chief, Central Operations
Division
Office of Contract Management

ATTACHMENTS:

- A. Program Description
- B. Standard Provisions
- C. Payment Provisions

ACCEPTED:

AMERICAN ORT FEDERATION

BY: *Paul Bernick*

PRINTED NAME: Paul Bernick

TITLE: Executive Director & Assistant Secretary

DATE: March 26, 1975

FUNDS AVAILABLE

Date February 28, 1975
 Project No. 932-13-950-031
 Obligation No. 3259029
 Object Class 2590
 Allotment 427-32-029-0076-51
 Amount \$ 250,000.00
 By (initials) JWJ

PROGRAM DESCRIPTION

A. Purpose of Grant

The purpose of this Grant is to enable the Grantee to improve its program and internal management capacity by identifying, conceptualizing, designing, implementing and evaluating its technical training programs.

B. Specific Objectives

The specific objectives of this Grant are as follows:

1. Improve ORT's internal management capacity.
2. Increase ORT's capacity to assist LDCs analyze and formulate policies and procedures to meet their technical training needs.
3. Continue acceleration of indigenization ^{of?} (or) technical training in the LDCs and encourage these governments to establish national training priorities.
4. Evaluate the internal and external effectiveness of past and current technical training.
5. Open up opportunities for new relationships and identify new and potential sources of program funding.
6. Emphasize "on site" training to reach a majority of the poor, both men and women, in rural and urban areas.

c. Implementation

A Development Program Unit (DPU) will be established in the Technical Assistance Department (TAD). The DPU will be the center for long range program planning and evaluation and will provide new program approaches on a continuing basis. This unit will have a staff of five specially trained persons. It will concentrate on ORT's overall TAD activities and contribute to its technical educational school network, provide consultation to its 4,000 educational staff engaged in multi-sectoral and multi-functional activities, and participate in assisting ORT to upgrade its seminars on new curriculum related to field experience as well as technical and pedagogical classroom know-how. The unit would be in a position to strengthen ORT's program process and evaluation capacity enabling it to enter into new joint relationships with governments and other development groups in various parts of the world.

The DPU will have designed, implemented and/or supervised pilot skill training projects which by the end of the three year period, will have become the basis for ongoing formal and/or "on site" training programs, in those cases where the pilot programs were successful. There will be a minimum of five operational skill training programs resulting from those

successful pilot projects.

At least 15 LDCs will have been assisted in the identification of their manpower training requirements as a result of feasibility studies undertaken. A minimum of 100 ORT trainers, formal or on-the-job, will be employed and will have either direct or indirect influence on the training of at least 10,000 people. Selected additional countries will have benefited from technical assistance consultation for which they will have paid.

Each of the above countries will have been assisted in the development and utilization of resource planning in skill training and in the means of identification of manpower needs in specific, program related terms.

ORT's own internal organization will have been restructured to incorporate additional management and technical capability to administer a worldwide program considerably expanded from its present size and scope. This restructuring will have been on the basis of an internal resource "audit", and an in-depth study of the ORT training program, both the basic educational program and the technical assistance program. The reorganization will permit better utilization of the internal skills and

resources, and assimilation into overall program planning the new program criteria and evaluation system.

The DPU will contain two distinct but complementary functions vested in five professional positions: Two of the positions, Development Program Executives (DPE), will be charged with the responsibility to design, obtain funding for, and supervise training studies for governments and private sector agencies. The DPEs will carry the responsibility for strengthening the relationships with current and potential donor governments, e.g. the UN specialized agencies, the Council of Europe and OECD, intergovernmental and nongovernmental voluntary organizations, and the private sector. Their focus will be on the program and organizational development functions within these organizations. Routine functions include (a) participation in drafting pilot project proposals for operational programs, (b) preparation of periodic project evaluation reports for the appropriate LDC agency and for development agencies participating in the funding of the project, and (c) development and maintenance of evaluative and reporting procedures and communication with A.I.D. and other participating agency offices.

Qualifications for these positions will include a generalized training/education background as compared with the specific experience in these areas of the three DPFCs. They will have

a more intensive background in socio-economic development to assure that the new programs are focused on the priority issues into which the training programs will fit, with emphasis on the rural poor and training opportunities for women.

Three positions will be designated "Development Program Training Coordinator" (DPTC). The incumbents of these positions will be selected on the basis of considerable experience in organizational management and education/training program instruction. Areas of responsibilities will include (in collaboration with the DPEs) substantive components of the formulation of each training survey and training project which will be initiated by the DPEs; and maintaining and initiating liaison with government, voluntary agency and development institution representatives in each geographical region where each Coordinator will spend at least six months per year. Field responsibilities will include preliminary project discussions and survey of skill requirements (feasibility studies), project development and a workshop with the TAD staff in return. Within the first month of the signing of this grant agreement, the first DPTC will be hired. By the end of the second month, one of the DPEs will have been hired and completed orientation.

It will be the DPE(s) responsibility to undertake an internal review and analysis of the TAD, e.g. its internal structure and responsibilities in view of the addition of the DPU, and in the relation to the overall World ORT Program. To assist ORT improve internal management capabilities in relation to DPU, one responsibility for the first DPE will be supervision of consultant assignment to assure integration of DPU consistent with strategy/objectives in DPG request. Activity will recommend most effective internal relationships among operational, administrative and technical assistance divisions. Objective is more precise definition of individual/mutual responsibilities within existing organizational structure. The reorganization of TAD will be accomplished by the end of the first year.

The DPEs will draft a set of criteria and procedures to be used as the standards by which ORT project design and evaluation will be developed. Each project designed by ORT within the TAD, and other ORT projects as appropriate, will observe these criteria and procedures. To assure maximum results from onset of DPU project, particularly prior to full staffing, a series of short term consulting assignments will be initiated including focus on employment of women and people living in the rural areas.

The criteria and procedures will be submitted, within 120 days of the signing of the grant agreement, to the A.I.D. Project Manager and reviewed by A.I.D. before they are implemented by ORT. A.I.D. will be required to approve the evaluation system included therein, and will be particularly concerned with the frequency of evaluation, the scope, and the adequacy of the procedure recommended. This will be completed by the first four months of the grant.

Concurrent with the above activities, the DPEs will take the first steps to establish contacts with other private voluntary organizations, those with A.I.D. funding and donor organizations with similar interests, in anticipation of joint progress and sources of implementation funds for a later date.

Following positive initial contact with host countries who express interest in ORT assistance, ORT will undertake in these countries feasibility studies and preliminary data collection. Up to five feasibility studies will be completed by the end of the first year.

Where feasibility studies have been successfully completed, ORT will proceed with project design. At least three project designs will be underway early in the second year.

During the second year, a minimum of three projects will be underway. Additional feasibility studies will be undertaken

where ORT determines needs in an additional set of countries, and in accordance with the priorities established in the A.I.D. mandate.

In the third year, a minimum of five projects will be underway or completed. The TAD program throughout this project will provide technical consultation to medium graduate countries which A.I.D. has determined not to be eligible for concessional aid. In such countries, ORT will build on the existing skills of middle level technicians to improve their capability to establish their own similar training programs. This will provide an opportunity to make available to those countries who have demonstrated a need and interest for which they are willing and able to pay.

D. Reporting

1. Reports shall be submitted to A.I.D. on a semiannual basis describing actual and prospective progress toward each output listed above, e.g. one part will describe activities internal to the DPU, and succeeding parts will describe activities pursuant to and including the individual field projects.

2. One copy of the fiscal report required by Attachment C shall be submitted to the Grant Officer.

E. Budget (Estimated)

	FM: 3/1/75 TO: 2/28/76	3/1/76 2/28/77	3/1/77 2/28/78	<u>TOTAL</u>
1. Salaries & Fringe Benefits	\$184,930	\$189,930	\$189,930	\$564,790
2. Consultants	5,000			5,000
3. Travel & PerDiem	17,040	17,040	17,040	51,120
4. Other Direct Expenses	<u>43,030</u>	<u>43,030</u>	<u>43,030</u>	<u>129,090</u>
	TOTAL	\$250,000	\$250,000	\$750,000

Within the total amount granted, currently \$250,000, the Grantee may adjust the line item amounts as reasonably necessary to achieve the objectives of the program.

Subject to program evaluation and availability of funds, additional funds may be granted for the additional periods shown above.

STANDARD PROVISIONS

a. Allowable Costs and Payment (Oct. 1974)

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 allowable in accordance with the terms of this Grant and Subpart 15.2 of the Federal Procurement Regulations (FPR) (Principles and Procedures for use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations)* in effect on the date of this Grant. Payment of allowable costs shall be in accordance with Attachment C of this Grant.

[*If this Grant is made to a university, the applicable cost principles are "Federal Management Circular, 73-8 (Cost Principles for Educational Institutions)" instead of Subpart 15.2 of the FPR as cited above]

b. Accounting, Records, and Audit (Oct. 1974)

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 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 program and (2) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

c. Refunds (Oct. 1974)

(1) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

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

(3) If, at any time during the life of the Grant, it is determined by AID that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall refund such amounts to AID.

d. Equal Opportunity Employment (Oct. 1974)

With regard to the employment of persons in the U.S. under this Grant, Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, religion, sex, color or national origin of such persons and that, in accordance with Title VI of the Civil Rights Act of 1964, when work funded by this Grant is performed in the U.S. no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

e. Termination (Oct. 1974)

This Grant may be terminated at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith 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, and the Grantee shall within thirty (30) calendar days after the effective date of such termination repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Grantor to the Grantee prior to the effective date of this termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Grantor within (90) calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in the Grant, the Grant Officer shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

f. Officials Not to Benefit (Oct. 1974)

No member of or delegate to Congress or resident 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.

g. Covenant Against Contingent Fee (Oct. 1974)

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID 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.

h. Nonliability (Oct. 1974)

AID does not assume liability with respect to any claims for damages arising out of work supported by its grants.

i. Amendment (Oct. 1974)

The Grant Agreement may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the AID Grant Officer and an appropriate official of the Grantee.

j. Grant Agreement (Oct. 1974)

The letter to the Grantee signed by the Grant Officer, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant Agreement.

k. Notices (Oct. 1974)

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

To the cognizant AID Grant Officer

To Grantee - At Grantee's address shown in this Grant, or to such other address as either party shall designate 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.

2. Travel and Transportation (Oct. 1974)

(1) The Grant Officer hereby approves international travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant technical office in AID prior to sending any individual outside the United States to perform work under the Grant. For this purpose the Grantee shall advise the Project Manager at least thirty (30) days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant USAID Mission or U.S. Embassy advance notification with a copy to the project officer of the arrival date and flight identification of Grant financed travellers.

(2) Travel to certain countries shall, at AID's option, be funded from U.S.-owned local currency. When AID intends to exercise this option, it will so notify the Grantee after receipt of advice of intent to travel required above. AID will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(3) The Grantee agrees to travel by the most direct and expeditious route, and to use less than first class transportation unless such use will result in unreasonable delay or increased costs.

(a) All international air travel under this Grant shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Grantee certifies to the facts in the voucher or other documents retained as part of his Grant records to support his claim for reimbursement and for post audit:

1. Where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

2. Where the departure time, routing, or other features of a United States carrier would interfere with or prevent the satisfactory performance of official business;

3. Where a scheduled flight by a United States carrier is delayed because of weather, mechanical, or other conditions to such an extent that use of a non-United States carrier is in the Government's interest;

Travel and Transportation - Page 2 of 2

4. Where the appropriate class of accommodations is available on both United States and non-United States carriers, but the use of the United States carrier will result in higher total United States dollar cost to the grant due to additional per diem or other expenses; and

5. Where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related per diem on the non-U.S. carrier is less than the cost of available accommodations of another class on a United States carrier and related per diem.

(b) All international air shipments under this grant shall be made on United States flag carriers unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a United States carrier either at point of origin or transshipment, provided that the Grantee certifies to the facts in the vouchers or other documents retained as part of the Grant records to support his claim for reimbursement and for post audit.

(4) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR).

m. Regulations Governing Employees Outside the United States (Oct. 1974)

(1) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government Offices or facilities for support while so engaged.

(2) 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 AID personnel employed by the mission, except as this may conflict with host government regulations.

(3) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage, directly or indirectly, either in his 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 he is assigned.

(4) 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.

(5) On the written request of the Grant Officer or of a cognizant Mission Director, the Grantee will terminate the assignment of any individual to any work under the Grant and, as requested, will use its best efforts to cause the return to the United States of the individual from overseas or his departure from a foreign country or a particular foreign locale.

(6) Allowances for employees assigned overseas shall be reimbursed in accordance with the Federal Travel Regulations (FTR).

Conversion of United States Dollars to Local Currency (Oct. 1974)

In countries designated "excess" or "near-excess" currency countries, Grantee agrees to convert all United States dollars to local currency through the United States Disbursing Officer, (USDO), American Embassy, unless the Disbursing Officer directs the Grantee otherwise or certifies that no local currency is available.

o. Ineligible Countries (Oct. 1974)

Unless otherwise approved by the Grant Officer, no grant funds will be expended in countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

p. Subordinate Agreements (Oct. 1974)

The placement of subordinate agreements (e.g., leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this Grant.

7. Procurement of Equipment, Vehicles, Supplies, Materials, and Services (Oct. 1974)

(1) Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraphs (2), (3), and (4) below, all equipment, vehicles, materials, supplies and services the costs of which are to be attributed to this Grant and which will be financed with United States dollars shall be purchased in and shipped from the United States. In addition, for any U.S. purchase transaction in excess of \$2,500 the Grantee shall notify the seller that the item(s) must be of U.S. source and production and comply with the componentry limitations and other requirements applicable to suppliers under AID Regulation 1, and that the supplier must execute and furnish Form AID-282 "Suppliers Certificate and Agreement with the Agency for International Development".

(2) Exceptions to the foregoing are as follows (for Title X Grants only):

Grantee may permit a subgrantee (or the Grantee on his behalf) to procure commodities already in its country (with the exception of contraceptives, drug products, pharmaceuticals, and motor vehicles) in an amount not exceeding a total cost of \$5,000 per subgrantee per annum without regard to limitations, rules and procedures applicable to commodity transactions financed by AID. Such commodities shall not be considered "Already in its country" within the meaning of the aforementioned exception if the commodities have been imported or otherwise brought into the country at the request of the Grantee or subgrantee. A subgrantee's own country for this purpose shall in no event include any of the following: Australia, Austria, Belgium, Canada, Denmark, France, Germany, Spain, Italy, Japan, Luxembourg, Monaco, Netherlands, New Zealand, Norway, South Africa, Sweden, Switzerland, and United Kingdom. The Grantee shall take all reasonable precautions to ensure that the subgrantee does not procure any commodity which has as its country of origin any of the following countries: Albania, Bulgaria, China (Mainland and other Communist-controlled areas), including Manchuria, Inner Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, and former Kwantung Leased Territory, the present Port Arthur Naval Base Areas, and Liaoning Province, Cuba, German Democratic Republic, Hungary, North Korea, North Vietnam, Outer Mongolia, Poland, Rumania, and the Union of Soviet Socialist Republics.

(3) Printed or audio visual teaching materials may, to the extent necessary, be purchased outside the United States when:

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(a) Effective use of the materials depend on their being in the local language, and

(b) Other funds including U.S. owned and controlled local currencies are not readily available for procurement of such material.

The order of preference as to countries in which such purchases outside the United States are made shall be:

1. The AID receiving country
2. Countries falling within AID Geographic Code 901
3. Other Countries falling within AID Geographic Code 899

AID Geographic Codes are defined in AIDPR 7-6.5201.1.

(4) Procurements in the country in which an activity is being undertaken and which are less than \$2,500 and are for materials (regularly available and normally sold on the local market) which are to be consumed or expended during the period of this Grant, are exempt from the conditions of Paragraph 1 above, provided that the origin of such materials and supplies and the component parts thereof is a free world country as described in AID Geographic Code 935.

(5) All international air shipments made by the Grantee, to be financed hereunder, shall be made on U.S. flag carriers unless shipment would, in the judgement of the Grantee, be delayed an unreasonable time awaiting a U.S. carrier, either at the point of origin or transshipment, provided that the Grantee certifies to the facts in the documents retained as part of his Grant records for post audit by AID. All international ocean shipment made by the Grantee, to be financed hereunder, shall be made on U.S. flag vessels. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may obtain a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, as appropriate, giving the basis for the request.

(6) The Grantee shall obtain competition to the maximum extent possible for any procurement to be financed hereunder. Procurement by the Grantee without consideration of more than one source must be approved by the Grant Officer. In no event will any procurement be on a cost-plus-a-percentage of cost basis. The Grantee shall take all reasonable steps necessary to insure that subgrantees procuring in accordance with Paragraph (2) obtain competition to the maximum extent possible. In addition to the foregoing, for purchases made in the United States the cost of which are to be attributed to this Grant, the Grantee shall comply with the following requirements:

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To permit AID, in accordance with the Small Business Provisions of the Mutual Security Act, 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 Business, AID, Washington, D.C. 20523 at least 45 days prior to placing any order or contract in excess of Five Thousand (\$5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

- (a) Brief general description and quantity of commodities or services;
- (b) Closing date for receiving quotations or bids;
- (c) Address where invitations or specifications may be obtained.

(7) Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing", Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be attributed to this Grant. AID will provide Grantee with this list.

γ. Title to and Use of Property (Grantee) (Oct. 1974)

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

(1) The Grantee shall not, under any Government contract or subcontract thereunder, or any Government grant, charge for any depreciation, amortization, or use of any property title to which remains in the Grantee under this clause.

(2) The Grantee agrees to use and maintain the property for the purpose of the grant.

(3) With respect to items having an acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

(a) 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.

(b) to transfer title to any such items to the Government in accordance with any written request therefor issued by the Grant Officer at any time prior to final payment under the Grant.

5. Prohibition on Abortion Related Activities (Oct. 1974)

No funds made available under this Grant will be used to support the following activities: 1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; 2) special fees or incentives to women to coerce or motivate them to have abortions; 3) payments to persons to perform abortions or to solicit persons to undergo abortions; 4) information, education, training, or education programs that seek to promote abortion as a method of family planning.

τ. Salaries (Oct. 1974)

All salaries, wages, fees, and stipends reimbursed under this Grant shall be in accordance with the Grantee's policy and practice as reviewed and approved by the Grant Officer. In the absence of an approved policy the Grantee shall follow the regulations contained in Section 7-15.205-6 of the Agency for International Development Procurement Regulations. At the time of signature of this Grant the Grantee's policies and procedures have not been approved by the Grant Officer.

PAYMENT PROVISIONPeriodic Grant Disbursement

Each month, or at less frequent intervals as agreed upon in advance, Grantee will submit to the Office of Financial Management, FM/CSD, AID, Washington, D.C. 20523 Voucher Form SF 1034 (original) and SF 1034-A, three copies, each voucher identified by the appropriate grant number, in the amount of estimated cash needs for the following month. The voucher shall be supported by an original and two copies of a report rendered as follows:

Amount of Grant	\$xxx
Expended to date	\$xxx
Expended this period (by line item as set forth in budget)	
1.	\$xxx
2.	\$xxx
3.	\$xxx
etc.	
TOTAL THIS PERIOD	\$xxx
Advances outstanding to subgrantees (if any)	\$xxx
Anticipated expenditures next month (dates)	\$xxx
Cash received to date	\$xxx
Cash required next month	\$xxx

The report shall include a certification as follows:

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

BY _____

TITLE _____ DATE _____"