

ORIGINAL

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1. Amendment No. 2	2. Effective Date June 30, 1976	3. Grant No. AID/csd-3295	4. Effective Date June 30, 1971
5. GRANTEE (Name and Address) Duke University Durham, North Carolina 27706		6. Administered by - Agency for International Development Office of Contract Management Washington, D. C. 20523	
7. PIO/T No. 931-11-995-134-73-3111034, A-1 Appropriation No. 72-1111004 Allotment Symbol - 154-31-099-00-34-12		8. Previous PIO/Ts - 931-11-995-134-73-3111034	

9. The above numbered Grant is hereby modified as follows:
The Grant funds, obligated as of June 30, 1971, shall continue to apply to costs incurred in furtherance of the Grant project through June 30, 1978.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 1 original and 6 copies to issuing office.

12. GRANTEE
DUKE UNIVERSITY

By: John O. Blackburn
John O. Blackburn
(Name typed or printed)
Chancellor

Title Duke University

Date May 4, 1976

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: L. E. Stanfield
L. E. Stanfield
(Name typed or printed)

Title Grant Officer

Date 7 MAY 1976

J. Silvers - 10/1/74
P. Johnston

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

OCT 8 1 1974

Dr. Terry Sanford
President
Duke University
Durham, North Carolina 27706

Subject: Grant No. AID/csd-3295
Amendment No. 1

Dear Dr. Sanford:

Pursuant to the Foreign Assistance Act of 1961, as amended, subject Grant is hereby amended for the purpose of substituting the attached Standard Provisions, dated October 15, 1974, for those provisions previously applicable.

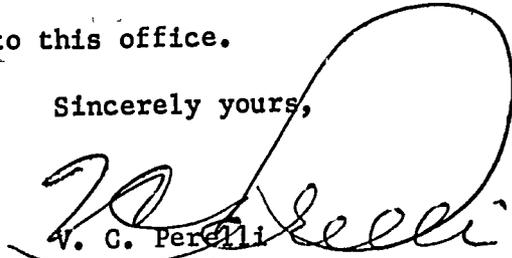
Therefore, the parties agree that the attached Standard Provisions replace and supercede all previous provisions and that all other terms and conditions of the subject Grant remain unchanged.

Except as expressly amended, the Grant remains in full force and effect in accordance with its terms.

Please sign the original and all copies of this Amendment in the space below to acknowledge your understanding of the conditions under which

the amendment has been made. The original and 5 copies of this letter amendment should be returned to this office.

Sincerely yours,



V. G. Perelli
Grant Officer
Technical Assistance Branch
Central Operations Division
Office of Contract Management

Attachments:
As stated

ACKNOWLEDGED:

DUKE UNIVERSITY

BY: R W Hughes
R. W. Hughes

TITLE: Manager of Sponsored Programs

DATE: 11/5/74

ATTACHMENT B
STANDARD PROVISIONS

1. Grant Agreement

The letter to the Grantee, signed by the Administrator, Agency for International Development, (or his Deputy), the Final Proposal as agreed to by the Grant Officer, and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant Agreement.

2. Adherence to Aims

The Grantee is responsible for adhering to the conditions of this Grant. Although the Grantee is encouraged to seek the advice and opinion of the Agency for International Development (AID) on special problems that may arise, such advice does not relieve the Grantee from the responsibility for making sound technical and administrative decisions.

3. Budget

In no event may the Grantee be reimbursed in an amount which exceeds the total amount of the Grant. Adjustments among the line items of the budget are unrestricted.

4. Reports

A. The Grantee shall submit an annual report to the sponsoring technical office in the form, manner, and numbers of copies as shall be prescribed by the AID Guideline for Preparation of 211(d) Grant Annual Progress Reports and Submission of Special Reports and Publications, as in effect on the date this Grant is executed. This annual report shall serve as the basis for AID's annual review to determine Grantee's satisfactory accomplishment of Grant objectives and purposes. Findings as a result of the AID review will be conveyed to the Grantee for such actions as the parties deem appropriate.

B. The last annual report to be submitted under the Grant shall serve as the final report, and shall be marked "final report". This report shall be submitted as soon thereafter as possible but no later than six months after completion or termination of the Grant. The final report shall describe all major accomplishments under the Grant, numbers of degrees granted, a bibliography of all publications produced as a result of the Grant, plus other data, as appropriate, sufficient to enable the reader to evaluate all aspects of the program as undertaken.

C. Each annual report shall be accompanied by a Fiscal Report, which shall reach AID no later than 90 days after the end of the reporting year. This report shall reflect expenditures (by budget line items) during the reporting period as well as cumulative expenditures. The

10/15/74

details of the fiscal data shall be set forth in the Guidelines provided by AID. The final fiscal report shall give a summary accounting (by Budget line items) of all funds expended under the Grant.

5. Reviews

AID will conduct on-site reviews and evaluation of Grantee's progress at intervals specified herein.

A. Initial review within 18 months of grant award date.

B. Second review within 3 years of grant award date.

C. Bi-annually thereafter, if extended. Informal visits and progress discussions may be conducted at any time as mutually agreed.

6. Publications

A. If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult with AID on the nature of the acknowledgment prior to publication or whether acknowledgment should be made.

B. The Grantee shall provide the project officer with copies of all published works developed under the grant as set forth in the Guidelines in effect on the date this grant is executed or as subsequently mutually agreed. The Grantee shall provide the project officer with lists of other written work produced under the Grant.

C. In the event Grant funds are used to underwrite the cost of publishing, any profits or royalties up to the amount of such cost attributable to the Grant shall be credited to the Grant.

D. Any copyrights shall be in the name of the Grantee. However, the Government shall have a royalty-free, non-exclusive irrevocable license for the use of all publications produced or composed under this Grant.

7. Patents

A. Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy 36 FR 16887.

B. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

8. Salaries

All salaries, wages, fees, stipends, and allowances reimbursed under this Grant shall be in accordance with the Grantee's usual policy and practice.

9. Allowable Costs and Payment

The Grantee shall be reimbursed for direct costs incurred in carrying out the purposes of the Grant. Allowability of such costs shall be determined by the Administrator in accordance with the Federal Management Circular (FMC) 73-8 (Cost Principles for Educational Institutions); the terms of this Grant; or any advance understanding of allowable costs which the Agency has with the institution. It is mutually understood and agreed, unless otherwise provided herein, that the Grantee will not allocate any costs to this Grant, which are normally charged as indirect costs (overhead) in accordance with the Grantee's normal accounting practices. Payment of costs incurred under this grant shall be in accordance with the procedures set forth in Appendix "A".

10. Accounting, Records, and Audit

The Grantee shall maintain books, records, documents, and other evidence in accordance with the institution'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 3 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.

11. Ineligible Countries

Grantee agrees not to initiate grant-financed programs in countries which are subject to the limitation set forth in Section 620 of the Foreign Assistance Act of 1961, as amended, or in countries which are ineligible for assistance under acts appropriating funds for foreign assistance. In the event AID determines that a country is ineligible for assistance, pursuant to this provision the Grant Officer shall notify the Grantee and the Grantee shall commence no further Grant-financed activities in connection with or in such country pending further written advice from the Grant Officer.

12. Unexpended Funds

A. Funds obligated hereunder but not disbursed to the Grantee at the time the Grant expires or is terminated, shall revert to AID. Any

funds disbursed to but not expended by the Grantee and in the custody of the Grantee at the time of expiration or termination of the Grant shall be refunded to AID.

B. If, at any time during the life of the grant, it is determined by the Administrator, AID, that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall credit such amounts to the corpus of the grant.

C. Expenditures which may be disallowed at time of final audit will be refunded to AID.

13. Procurement of Equipment, Vehicles, Materials, Supplies and Services

A. No vehicles shall be purchased unless prior written approval is obtained from the Grant Officer.

B. Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraph C below, all equipment, vehicles, materials, supplies, and services purchased under this Grant shall be purchased in the United States and, in the case of commodities, shipped from the United States to the country of usage. In addition, for any purchase transaction in excess of \$2,500, the Grantee shall notify the supplier 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."

C. Printed or audio visual teaching materials may, to the extent necessary, be purchased with Grant funds outside the United States when:

(1) effective use of the materials depends on their being in the local language; and

(2) 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.

The Grantee shall purchase all English language books from the current AID Contractors providing purchasing services of such material at discount prices, provided, however, that the Grantee may purchase books from other sources if the

terms, price, delivery, and other factors considered, are as good as or better than those offered by the current AID Contractor. The procedures to be followed, the name and address of the Contractor, and pertinent provisions of the Contract will be provided the Grantee.

D. Procurements in the Cooperating Country which are less than \$2,500.00 and are for materials (regularly available and normally sold on the local market) which are to be consumed or expended in the performance of this Grant, are exempt from the conditions of Paragraph B 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.

14. Title To and Use of Property

Title to all property purchased with funds to be attributed to this Grant shall vest in the Grantee, subject to the following conditions:

A. The Grantee shall not, under any Government contract or sub-contract thereunder, or any Government grant, charge for any depreciation amortization, or use of any property title to which remains in the Grantee under the clause.

B. The Grantee agrees to use and maintain the property for the purposes of the Grant.

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

(1) 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.

(2) 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.

Exceptions to this clause will be as approved by the Grant Officer.

15. Capital Expenditures

Grant funds may not be used for new construction, alterations or improvements to buildings, fixtures, or facilities.

16. Travel and Transportation

A. The Grant Officer hereby approves in advance any 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 financed under the Grant or

employing any person outside the United States to perform professional and/or supervisory duties under the Grant. For this purpose the Grantee shall advise the cognizant Project Officer at least thirty (30) days in advance of any travel to be undertaken outside the United States, and/or the proposed employment of such persons outside the United States to perform work under the Grant.

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.

Grantee will not be reimbursed for travel expenses of dependents, or transportation of effects, of foreign nationals brought to Grantee's institution for purposes in furtherance of the objectives of the Grant.

B. 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.

C. 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.

(1) 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:

(a) where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

(b) where the departure time, routing, or other features of a United States carrier would interfere with or prevent the satisfactory performance of official business;

(c) 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;

(d) 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

(e) where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on a United States carrier and related per diem.

(2) 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.

17. Regulations Governing Employees Outside the United States

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

B. 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.

C. 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, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

D. 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.

E. In the event the conduct of any Grantee employee is not in accordance with the preceding paragraphs, the Grantee's representative responsible for the Grant activities shall consult with the mission director and the employee involved, and upon agreement of these parties, shall adopt a course of action with regard to such employee.

F. The Grantee agrees to abide by the decision of the United States Ambassador to direct the removal from a country of any United States citizen employed under this Grant or to direct the discharge from this Grant of any third country national or foreign country national when, in the discretion of the Ambassador, the interests of the United States so require; and the Grantee further agrees to obtain the written agreement thereto of its employees prior to their being sent overseas.

18. Conversion of United States Dollars to Local Currency

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

19. Visa Status of Non-U.S. Citizens

AID will not intercede on behalf of non-U.S. citizens participating in a project when the stay of such non-citizens in the U.S. may be affected by their visa status. It is the responsibility of the Grantee institution to establish, before accepting a non-citizen, that his visa allows him to remain in the country a sufficient length of time to be productive on the project.

20. Grant Officer

All correspondence relating to the terms and conditions of any part of this grant shall be directed to the Grant Officer, Office of Contract Management, Contract Operations Division, AID, Washington, D.C. 20523

21. Amendment

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.

22. Termination

This Grant may be terminated by the Administrator upon written notice to the Grantee after consultation between representatives of the Grantor and Grantee. Upon the Grantee's receipt of notice of such termination it shall take immediate action to minimize all additional obligations financed by this Grant and shall cancel such unliquidated obligations wherever possible. No further reimbursement shall be made after the effective day 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 with the purposes of this Grant. Should the funds paid by the Grantor prior to 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) days after the effective date of such termination, a written claim covering such obligations and, subject to the limitations contained in this Grant, the Grantor shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

23. Equal Opportunity Employment

With regard to the employment of persons in the U.S. under this grant, Grantee agrees to take all reasonable steps to insure 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 2 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."

24. Unauthorized Use of Funds

The Grantee shall not expend funds provided under this Grant to pay costs for services or activities which are otherwise financed or funded under any other contractual/grant agreements between the Grantee and any U.S. Federal agency.

25. Nonliability

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

26. Covenant Against Contingent Fees

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.

27. Officials Not to Benefit

No member of or delegate to the Congress or resident Commissioner shall be admitted to any share or part of the 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.

28. Notices

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

To AID: Administrator
Agency for International Development
Washington, D.C. 20523
Attention: Grant Officer
Office of Contract Management
Contract Operations Division

To Grantee: At address shown on covering letter

*T. Fichte -
C. B. J. J. J. J.* *T. H. K. K.*
19 JUL 1971

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

OFFICE OF
THE ADMINISTRATOR

JUN 30 1971

Dr. Terry Sanford
President
Duke University
Durham, North Carolina 27706

Dear President Sanford:

I am pleased to inform you that pursuant to the authority contained in Section 211(d) of the Foreign Assistance Act of 1961, as amended, Grant No. AID/csd-3295 in the amount of \$500,000 is hereby made to Duke University. This Grant is for the purpose of implementing the project "Comparative Legislative Studies," as set forth in the Final Proposal, dated May 25, 1971, and agreed to by the Agency for International Development and Duke University.

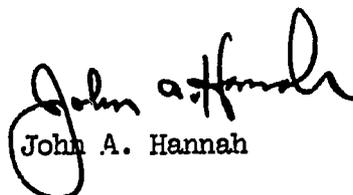
The Grant funds are obligated as of the date of this letter, and shall apply to costs incurred in furtherance of the project for five years.

This Grant is made to Duke University on condition that the Grantee shall administer the funds provided under this Grant in accordance with the terms and conditions set forth in the Final Proposal (including Budget), the Standard Provisions, and Appendix "A," attached hereto and made a part hereof. To the extent of any inconsistency between the Proposal and the Standard Provisions, and any other provisions which are made a part of this Grant, by reference or otherwise, the Standard Provisions shall control.

PREPARED ON PAGE 2

Please acknowledge this Grant by signing the original and six (6) copies of this letter and one copy of the Statement of Assurance of Compliance. Please return all documents to the Grant Officer.

Sincerely yours,


John A. Hannah

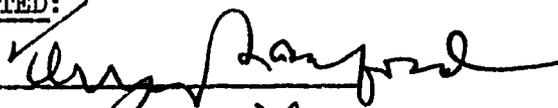
Enclosures:

1. Assurance of Compliance
2. Final Proposal & Budget
3. Standard Provisions
4. Appendix "A"

ACCEPTED:

BY

TITLE


President

FUNDS AVAILABLE

Date June 30, 1971
Project No. 931-11-995-134-73
Obligation No. 3111034
Object Class 259
Allotment 154-31-099-00-34-12
Amount \$ 500,000.00
L (initials) gck
AID/CONS/ACC/WAB

PROPOSAL FOR SUPPORT UNDER THE
AGENCY FOR INTERNATIONAL DEVELOPMENT
INSTITUTIONAL GRANTS PROGRAM

Name of Applicant: Duke University
Date of Application: May 25, 1971
Title: Comparative Legislative Studies
Duration: 5 years from date of grant
Amount of the Grant: \$500,000

SUMMARY

Duke University proposes, with support from the Agency for International Development, to strengthen its capacity in the field of comparative legislative studies with emphasis on the legislative role in development. This grant is one of three for closely related and coordinated efforts at Duke University, the University of Iowa and the University of Hawaii. The primary emphasis throughout will be on the role of legislatures in nation-building, particularly as vehicles (or obstacles) to national integration, economic modernization, population programs and increased political participation. Duke University will concentrate on legislative influence in relation to specific development problems as, for example, urbanization, population, education, and rural development. Grant funds will be used to develop and expand curricula offerings, to train domestic and foreign students in the design and execution of systematic research on the varying role that legislatures play in the process of development, to redirect the interests of scholars to the comparative legislative field, and to facilitate the work of scholars in multidisciplinary work at Duke pertaining to the role of legislatures. Duke University will also create a legislative studies coordination office which will enhance coordination among the three grantee universities, and Duke University will provide the initial chairman and secretariat for an Inter-University Advisory Committee which will plan symposia, promote publication of research results, avoid duplication of effort, and facilitate the exchange of faculty members and students from the three grantee institutions with those of foreign institutions when desirable. This inter-university arrangement coordinated by Duke University will provide the kind of "critical mass" needed to develop rapidly a subfield of comparative legislative studies, thereby greatly enhancing the institutional competence of Duke University in this area. Duke University will thereby be able to generate and collate a body of principles and skills that can be utilized by A.I.D. and other donor countries, and by the less developed countries directly, in policy decisions that relate to support of legislative institutions as facilitators of development.

II. Introduction: Three-University Cooperative Participation

This Grant to Duke University is one of three for closely related and coordinated efforts at Duke University, the University of Iowa and the University of Hawaii to establish a program of comparative legislative studies. Although the programs of each of the three Grantee universities will be directed toward the creation of a special competence in the subdiscipline of comparative legislative studies, each University's program will have a slightly different focus.

Duke University will concentrate on legislative influence in relation to specific development problems as, for example, urbanization, population, education and to a lesser extent rural development. Its geographic focus in studying these issues would be largely Africa and Latin America, though with some work in South Asia. Its staff would be interdisciplinary with primary emphasis in political science, sociology, economics, and history.

The University of Iowa will focus on inter-country comparative studies building upon its extensive data archives. These studies will look at the comparative social and economic background of legislators, performance of legislatures in strengthening (or weakening) national integration and legitimacy, and the relationship between legislatures' performance in this regard and their relative place within the governmental structure. Asia and Africa would be the primary geographic areas of focus, but not exclusively. Disciplinary emphasis would be in political science and history. Additionally, Iowa would build and make available a computerized data bank on legislative development and function.

The University of Hawaii will build upon its existing geographic focus on Asia and integrate a program of legislative studies within its country and area specialization programs. Korea, Indonesia and Thailand are prominent areas in Hawaii's program, along with comparative work in the Pacific Islands. Studies by Hawaii will, for example, compare the legislative roles in economically successful countries with their roles in countries with lesser economic growth. It will, conversely, compare economic implications of countries of relatively strong with those of relatively weak legislative systems. Hawaii's approach would be interdisciplinary to include political science, history and utilization of its strong language program.

III. Underlying Premises

Five premises underlie this Grant: 1. that there already is a sufficient body of information, as well as a set of identifiable and meaningful, though unanswered, questions (requiring further extensive data collection) to provide substance for such academic specialization; 2. that there exists in scattered locations in the United States and in other countries a pool of talented people whose energies can be focused both to make use of this information and to develop it still further; 3. that scholars and prospective students from less developed countries can properly identify problems especially important to modernization of their countries, but often lack the conceptual and methodological tools needed to investigate these problems to find effective solutions; 4. that, as shown in recent, competent studies, legislatures have historically played significant roles in the processes of modernization; 5. that currently

legislatures play a variable but significant role in the determination of needs and actions in areas such as population and family planning, urban growth, and public education, and thus are in a position to contribute to or retard social, economic, and political development.

A final, and central premise is that, because no single U.S. institution has the necessary expertise or resources to develop adequately a subdiscipline of comparative legislative and related studies, their effort must be coordinated and their programs enriched by drawing on special skills and institutional resources of individuals located at other universities and organizations either in this country or in developed and developing countries outside the United States. Only by establishing some central structure to accomplish this can any one University have access to an adequate critical quantity of new knowledge and expertise to develop significant capability in this new sub field of Political Science. Consequently, Duke University is establishing a legislative studies coordination office to facilitate consortium-like, planned professional cooperative activities among the three Universities carrying out programs in comparative legislative studies (Duke, Hawaii and Iowa). This office will facilitate, also, the participation and contribution of the pool of interested, talented persons in scattered locations in the United States and other countries; which is also essential to the development of significant new capability in this subfield at Duke University. Because of Duke's direct linkage with the Universities of Iowa and Hawaii, this capability will be added directly to those institutions also.

IV. Major Purposes and Activities

The Grant is to achieve two major purposes: 1) the development at Duke University of enhanced institutional capacities for skills relevant to the comparative study of legislative organization, function, and development, as these relate to the process of societal modernization-development; and 2) the generation and collation of a body of principles that can be utilized by A.I.D. and other donor entities, and by the less developed countries directly, in policy decisions that relate to support of legislative institutions as facilitators of development. These two purposes will be served by the following activities:

1. Training domestic and foreign students in the design and execution of systematic research on the varying role that legislatures play in the process of modernization-development. The results of their efforts will become part of a body of knowledge upon which Duke's own program will draw.
2. Increasing the existing skills and redirecting the interests of domestic and foreign scholars to the comparative legislative field. Duke University's comparative legislative program will be enhanced by the participation of these scholars and by the new knowledge they will generate.
3. Diffusing relevant methodological and conceptual tools to less developed countries through the above enrichment and redirection of individuals, thereby multiplying both the quantity and quality of the research from which Duke University's existing curricula can be expanded and new curricula developed.

4. Cooperating with and otherwise facilitating the work of scholars of less developed countries in multidisciplinary work at Duke pertaining to the role of legislatures in matters such as educational innovation, urban development, and population and family planning in countries that have recognized or considered such modernizing programs.

5. Catalyzing and institutionalizing multilateral efforts by scholars and students in developed and less developed countries interested in helping develop the emerging subfield of comparative legislative and related studies. This would be facilitated through the creation at Duke University of machinery described above for inter-university cooperation among the three grantee Universities in this subfield. Individual scholars at other U.S. and less developed countries' institutions will be associated with Duke University (and with each of the three Grantee universities) as will cooperating institutions and individuals in developed and developing countries. This arrangement will provide the kind of "critical mass" needed to develop rapidly a subfield of comparative legislative studies, thereby greatly enhancing the institutional development of Duke University in this important area.

6. Increasing the size of the world-wide pool of professional and expert consultants available not only to Duke, Iowa, and Hawaii to draw on, but also to A.I.D. in pursuing general aspects of its development mission, and to other donor agencies and the less developed countries themselves.

7. Creating through the program at Duke and through the machinery of a legislative studies coordination office which facilitates inter-university cooperation arrangements, both the substance of a subdiscipline

and an organizational structure that can mobilize continuing international interest in and support from organizations interested in development.

The basic program goals of developing a subspecialty of comparative legislative studies and a corps of specialists are to be implemented by an integrated multi-disciplinary program of teaching, research, curriculum and library development at Duke University (and in cooperation with the other Grantee Universities) in the field of legislative development in the LDCs. The primary emphasis throughout will be on the role of legislatures in nation-building, particularly as vehicles (or obstacles) to national integration, economic modernization, population programs, and increased political participation.

Selected key problems for study

As part of the process of institutional development through an integrated program of teaching and research, participants in the Duke University program will engage in a series of investigations of the varying roles of legislatures in the modernization-development of societies. The exact topics selected for study by each Grantee institution (or associated scholar from some other institution) in the program will be jointly arrived at by mutual planning among the three institutions, backstopped by the legislative studies Coordination Office of Duke University. An illustrative but not exhaustive list of questions to which Duke University's program may be directed include the following:

1. Under what conditions will legislatures enhance or retard the development of other political institutions (e.g., political parties, public bureaucracies, interest groups) and political processes (e.g., elections)?

2. Does the pattern in which legislatures, as opposed to other political institutions, develop vary with different time periods?

3. Under what conditions will a legislature facilitate or retard a mass public's attention to and participation in existing political processes?

4. Under what conditions will a "loyal opposition" emerge in a legislature and how does such opposition become institutionalized?

5. What is the relative impact of "professionalism" and of institutionalization of legislative procedures as opposed to that of economic constraints on the policy outputs of legislatures?

6. Under what conditions will the policy outputs of a legislature serve either conservative or innovative functions within a society, or alternatively, when will they simply mirror already existing trends?

7. Will variations in the internal organization of a legislature be reflected in quantitative and qualitative changes in outputs? Under what conditions will such a relationship be manifested?

8. Under what conditions will changes in the social composition of legislative elites be reflected in the consequences of legislative outputs?

9. What is the relationship between legislative performance as reflected in policy outputs, and the development of "diffuse" and ongoing, as opposed to "specific" and selective, public support for a legislature?

10. Under what conditions will major groups voluntarily comply with legislative decisions? Do the "zones of compliance" vary with a) the level of societal economic development and b) the existence and the state of development of other institutions (e.g., the military, public bureaucracy)?

11. What is the relationship of variations in legislative structure and function to a) the development of formal and informal behavioral norms for legislators and b) to their pre- and post-incumbency socialization experiences?

Grant funds will be spent for the development and expansion of curricula offerings in this area through the establishment of new courses; the employment of additional permanent faculty; the retraining and redirection of domestic and foreign scholars to the comparative legislative field; the extension of visiting professorships to distinguished foreign scholars, primarily from less developed countries; the association of domestic and foreign scholars with the respective programs of each university; and the synthesizing, coordination, and standardization of information in the curricula through conferences, symposia, and various publications. Approximately 30% will be spent for the support and dissemination of research that will feed into the programs and thus enhance the capability of the universities in this special area.

V. Associates

Duke University will involve as Associates individual U.S. and foreign scholars from other institutions; in some instances for activities at Duke in others as recipients of support for research and other activities elsewhere which complement and enrich the program at Duke University. These Associates will be involved in such activities as serving as Duke University guest professors, guest lecturers and visiting faculty, participants in conferences and symposia, and as collaborating research workers under joint projects with colleagues from developed and less developed countries.

Several such projects are already underway, and many potential Associates have been identified and their interests in participating in the program ascertained.

VI. Scope of the Duke Program on Comparative Legislative Studies

The scope of the Grant program at Duke University reflects the basic philosophy that the most effective way to develop competence in an area of inquiry is by doing. It is concerned equally with developing a special competence in the role of legislatures in modernization-development and with filling gaps and correcting errors in the relevant body of knowledge. Hence adequate preparation will entail not only acquiring information but also advancing the skills of modern social science research adapted to this subfield. Funds will be used for a variety of activities and facilities for codifying and disseminating the emerging corpus of organized knowledge.

a. Professional Development. Grant funds will be used by Duke University for developing new and modifying existing courses in subjects relevant to the role of legislatures in modernization and development and for training both graduate students and professionals from either the academic or legislative arenas. Such training programs are necessary for testing out for relevance and communicability emerging principles and approaches to the subfield. Graduate students will go through the standard programs and meet the prescribed requirements of the University. Moreover, students will be assisted in securing some special training at appropriate other Grantee Universities (or elsewhere) as their individual programs may require. Similarly, Duke University will accept students

from other institutions for special training as the program develops. The above applies, as funds permit, to both foreign and U.S. students, academically qualified and interested in developmental functions of legislative institutions.

b. Research. Research provides the vehicle for testing theoretical propositions for validity and relevance, and hence is the core of development of competence in a relatively new, specialized subfield. By helping to design research and by participating in the execution of research, the individual becomes sensitive to the implications of the broad scale assertions he has learned. Relatedly, the data collection operations in which he becomes involved help to make clear that confidence in the validity of broad gauge propositions is a function of the volume and the reliability of the evidence that can be marshalled in their support.

The actual topics most suitable for research to be used to develop competence in a new subject matter field must largely evolve out of its own findings. For this reason, selection of such topics will grow out of Duke's Grant program management and advisory processes, heavily influenced also by the above described inter-university planning coordination processes among the three Grantee Universities. One of the functions of the Inter-University Advisory Committee is to encourage the coordination of the research enterprise so that it conforms to these stated conditions. In general, research will be done principally on topics that throw light on the eleven questions listed above. Finally, participants in the Grant program are committed to directing their research to those issues which appear to be the critical lacunae in comparative legislative study.

c. Information, codification and dissemination. Because new courses are to be taught and old courses redirected and expanded, a substantial body of presently largely scattered and unorganized literature will be brought together. Initially this will be in the form of course syllabi and program curricula. Eventually, however, this should lead to the publication of books and extensive analytic review articles. The Grant is to be used in part to facilitate the preparation and dissemination of such materials. Research findings of participants will be conveyed in like manner, as will some of the conference and symposia papers. Aside from the conventional and pre-existing outlets for publications the three Grantee Universities will seriously consider a joint publication program. This may include publication of a newsletter, a reprint series, or occasional papers. In the longer run, publication of a number of manuscripts dealing with a comparative study of legislatures and development is anticipated.

In similar manner, the Grantee Universities also desire to develop their own data banks and archives, jointly planned and coordinated. This will maximize accessibility of a diverse body of data from studies and routine record keeping that are critical to this emerging specialty. The University of Iowa has already done pioneering work of this type.

d. Creation of a national pool of expertise. The development of a program of comparative legislative and related studies at Duke University, and at each of the cooperating Grantee Universities will create de facto a small pool of expert scholars in this area. These activities will constantly enlarge this pool. An important result is that it will create

a supply of expert consultants for A.I.D. and other interested agencies. Moreover, the initial set of activities will have "pump priming" functions that will stimulate activities by other scholars at other centers. This variety of diverse activities and products may be described as a "capability" in the area of comparative legislative study. The creation and maintenance of such a capability obviously enhances institutional capability not only at Duke University but broadly throughout the United States, and is therefore consonant with the objectives of the 211(d) institutional grant.

VII. Linkage with Developing Country Institutions

Because the underlying longer-run goal of the Grant is to improve capabilities for U.S. assistance to development of the less developed countries, it is particularly important that project personnel be welcome and effective overseas in any activities undertaken in this subject area. For this reason every effort will be made to see that all research is on a cooperative basis between American and LDC scholars from as early a point in problem conception and study design as is practicable. With this end in view Duke University personnel has been actively engaged in building a network of contacts with interested less developed countries' scholars and with foreign scholars who have cultivated an extensive network of contacts in these countries. These individuals are likely to form the scholarly cadre from which the first groups of foreign participants will be drawn.

Also, a series of conferences and symposia to be organized under the auspices of Duke University will serve to summarize systematically the

state of knowledge in the field and to function as a programmatic guide to future research needs. These activities and their published results will have a multiplier effect on stimulating research and training by scholars at Duke University and beyond. Another product of these activities would be that both the Agency for International Development and legislature and legislative functionaries would have the growing body of scholars brought together and trained by the program to turn to for consultative services. In addition, A.I.D., of course, would have access to all documents and research reports prepared under the auspices of the program.

VIII. University Capability

Duke University has special competence in comparative international research as attested to by the comparative research experience of its faculty members on such topics as Legislative and Political Party Leader Socialization and Recruitment, Comparative Legislative Behavior, Linkages Among Societal Change, Legislative Recruitment and Legislative Outputs, Legislative-Bureaucratic Interactions in the Policy Process, Factors in the Determination of Population Policy, Factors in Urban Policy, etc. In addition, through such units as its Population Training Program and the Computer Simulation Program for the Study of Social Systems, Duke University also is the locus of special expertise in depth on topics and techniques, particularly relevant to comparative legislative study.

Duke University has had a long-standing interest in and a great variety of activities related to the processes of change and development. Its policies also favor faculty emphasis on research with the consequence

that faculty productivity as reflected in the publication of scholarly research is high.

The participants in the program at Duke University all have regular affiliations in Departments with long histories of graduate and post graduate training, Departments which hold high ranks among their peers in various recent studies of departmental quality.

Several special programs at the University provide especially well related activities and experience for a program in comparative legislative and related studies. These include the following programs and groups: the Cooperative Training Program in Population and Ecology, the Research Training Program in Mental Health, the Social Systems Simulation Program, the Center for Commonwealth Studies, the Program in Comparative Studies in South Asia, the African Studies Program, the Committee on International Studies, and the Institute for Policy Sciences and Public Affairs.

These programs all emphasize advanced graduate student training, research and conferences and seminars to identify important new areas for academic inquiry and development. Their support derives from major grants from the Rockefeller Foundation, the Ford Foundation, and the NDEA program. All are multi-disciplinary and have mobilized the efforts of leading Duke University faculty members in the social sciences. All but the most recently arrived of the faculty participants in this proposal have been affiliated in one way or another with one or more of these programs.

The Duke University Library, with its more than two million volumes, is currently among the fifteen largest academic collections in the United States. In addition, the Tucc IBM 360/Model 75 Computer which Duke uses

is the largest research-oriented installation in the United States. Relatedly, the provisions of appropriate space and teaching schedules for a faculty heavily committed to graduate instruction and research is the University's regular practice.

The Legislative Studies Coordination Office, designed to effect optimum coordination among the grantee institutions as well as with Associates and other scholars, will include as its basic personnel an executive secretary and any necessary secretarial assistance. A number of functions will be performed by this office, including the coordination of institutional and individual efforts of those associating and cooperating in the development of the field of comparative legislative studies. Since Duke's program will be the most extensive of the three Grantee Universities it is anticipated that requests by foreign and domestic students and established scholars to be involved in the program will largely be directed to this office. When necessary, the office will handle secretariat functions involved in distributing students and service requests among the three named Grantee Universities and among other cooperating institutions. In addition, the office will provide similar secretariat services for the organization of the various conferences and symposia essential to the Grant program. The office will also be involved in assisting joint publication and information dissemination activities of the cooperating universities. All such activities are essential to significant development at Duke University of special competence in the subject field of this

Grant; hence funds to support the functions of this office will be provided from the Grant.

Out of its own interest in this subject activity, Duke University intends as its budget resources permit, to contribute substantial of its general program resources to achievement of the purposes of this Grant. The Program Director will search for additional funding from other sources, and the University plans to continue its activities as feasible beyond the period of the grant.

IX. University Contributions

Duke University assures A.I.D. that this Grant will not replace existing funds for any current activities and will be additive to existing programs of the University. In direct support of this Grant, the University will provide:

1. Administrative costs, including time of senior officers of the University.
2. Offices, classrooms, laboratories, and library facilities for faculty, students and other participants in the program.
3. Consultation with members of the faculty not directly associated with the program.

X. Administrative Direction and Organization

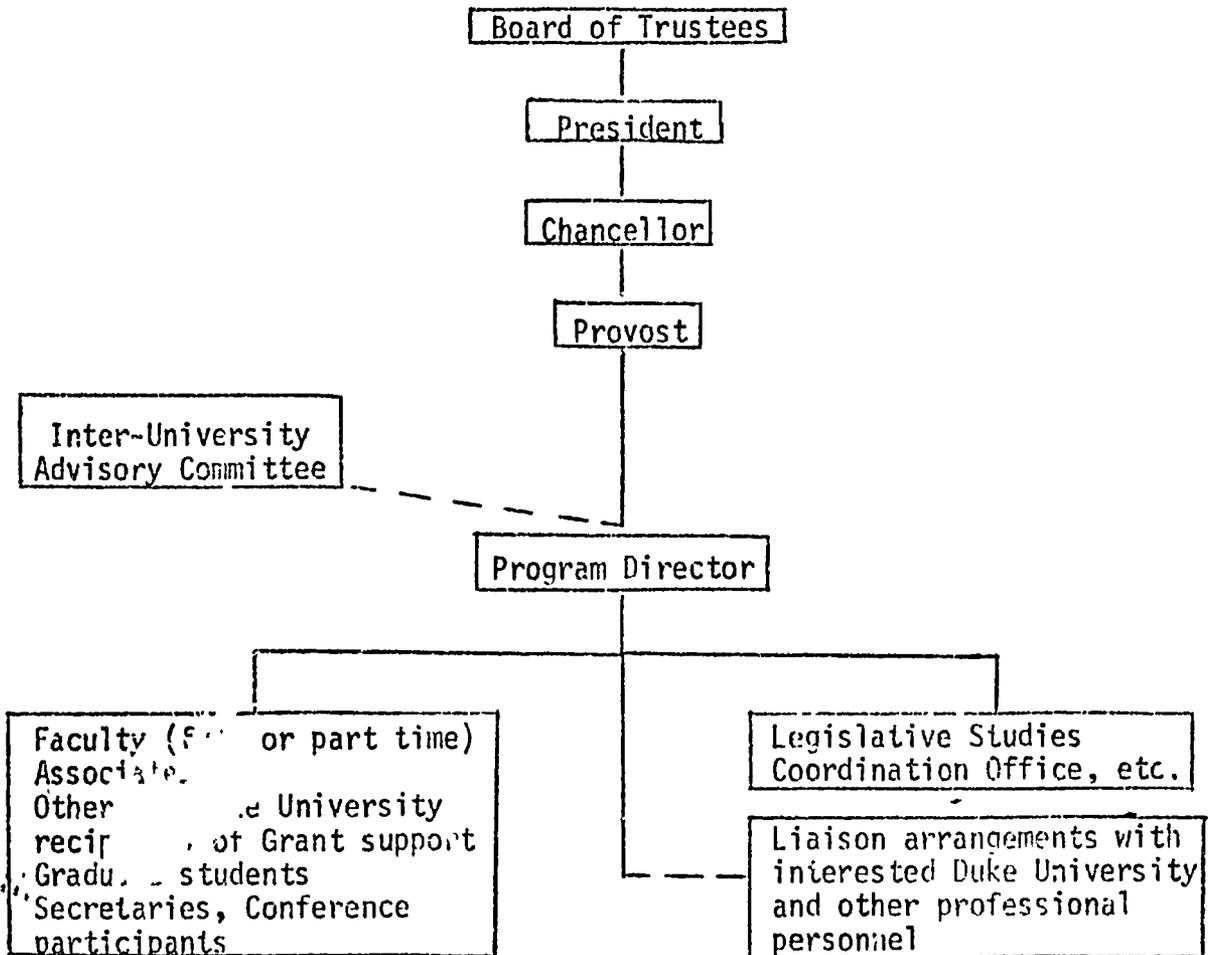
The University will administer the Grant through its normal administrative channels, and in accordance with its normal policies and operating procedures. The Program Director of the Duke Program on comparative legislative studies, and of this Grant, will be a senior faculty member of the University with extensive experience in the subject field, and

extensive foreign experience. The Associate Director will be a person of similar qualifications. The Program Director currently serves as Chairman of the Inter-University Advisory Committee. He will serve as administrative director of the Grant and as supervisor of the Legislative Studies Coordination Office.

An Inter-University Advisory Committee will be established from among the participating faculties of the three Grantee Universities and from among the U.S. and foreign scholars associated with cooperating programs. The Committee will include the Director and Associate Director of the program of each of the three institutions, a U.S. scholar associated with one of the three programs and an associated foreign scholar. The Program Director of Duke University will chair the committee for at least its first year.

The Committee will advise the Program Directors of each of the three Grantee Universities on such matters as monitoring activities at the three universities, evaluating research for possible publication subsidies and other matters related to information dissemination, coordinating research efforts to avoid duplication, facilitating exchanges of students and faculty members of the three named schools with foreign institutions when these are desirable, trying to fill lacunae in curriculum, helping to arrange conferences and symposia, and generally trying to promote the development of comparative legislative studies as a subdiscipline.

Administrative Organization



Reports and Reviews

There will be submitted an annual technical report for the purpose of A.I.D.'s review of activities under the Grant. This will include an evaluation of progress, administrative and financial considerations, plans for the following year, and discussions of the possible utilization of the evolving consortium competence by A.I.D. and others. In addition, there will be periodic assessments of the Grant activities between the three major cooperating Universities and the A.I.D. liaison office.

The Program on Comparative ^{* * * *}Legislative Studies, with support from this Grant, will develop the capacity at Duke University to provide assistance, under separate financing arrangements, to developing countries in a number of ways and through a variety of channels. This assistance, which would be arranged for and negotiated separately from this Grant, may be in the form of technical assistance, advisory service, training, research and information exchange, etc. It will be available by mutual agreement to appropriate agencies national and international, public, private and mixed, and directly to the less developed countries. Most especially, this added special competence will inevitably become incorporated through the processes of scholarship and education, into the competence of U.S. and foreign scholars and institutions concerned with this topic of great significance to the developing and the more highly developed countries alike.

BUDGET
DUKE UNIVERSITY

Salaries	\$314,670
Fringe Benefits	28,926
Student Awards	47,865
Travel and Expenses	48,000
Equipment, materials, supplies, library, data processing and other	60,539
	<hr/>
Total	\$500,000

SPECIAL PROVISIONS

TO

STANDARD PROVISIONS

1. Under Standard Provision 4.B. Fiscal Reports, line 4, delete "on an accrued basis". Under this same provision, line 6, delete "of Termination" and insert "or termination" in lieu thereof.
2. Under Standard Provision 7, Allowable Costs and Payment, delete "Bureau of the Budget" and insert "Office of Management and Budget" in lieu thereof.
3. Under Standard Provision 17, Termination, insert the following immediately after the first sentence thereof: "The date of such written notice shall be the effective date of termination."

STANDARD PROVISIONS

1. Adherence to Aims

The Grantee is responsible for adherence to the conditions of this grant. Although the Program Director is encouraged to seek the advice and opinion of the Agency for International Development (A.I.D.) on special problems that may arise, such advice does not diminish Grantee's responsibility for making sound technical and administrative judgments. If a deviation from the grant is contemplated, written approval must be obtained from the Grant Officer, Office of Procurement, Contract Services Division, A.I.D.

2. Graduate Students

A The Grantee institution has the responsibility for the selection of students to be trained under this grant. Students receiving support under this program do not incur any formal obligation to the Government of the U.S., nor are they required to perform any work which is not an integral part of the training program.

B. Students will be granted stipends and allowances in accordance with University policy and practice.

3. Foreign Country Nationals

When authorized in writing by the Grant Officer, the Grantee shall be reimbursed for the costs of bringing Foreign Country Nationals to the Grantee institution for purposes consonant with the objectives of this Grant.

4. Reports

A. Technical Reports

The Grant shall submit a technical report to TA/RUR in a form as advised by TA/RUR and in the number of copies requested by TA/RUR. The final technical report shall be submitted within six months after the expiration or termination of the grant. It shall include a statement of major accomplishments under the grant, the number of degrees granted, a bibliography of publications produced as a result of the work under the grant, and sufficient data for evaluation of progress in all aspects of the project.

B. Fiscal Reports

The Grantee shall submit three copies of an annual fiscal report to the A.I.D. Grant Officer. This report shall include a summary by line item (See Budget) of how much has been spent during the reporting period on an accrued basis and how much has been spent cumulatively. Two copies of a final fiscal report shall be submitted within 90 days after the expiration of termination of the grant. The final report shall include a summary by line item of all funds expended under the grant.

5. Publications

A. As agreed upon by A.I.D. and the Grantee, appropriate acknowledgment of A.I.D.'s support shall be made in connection with the publication of any material based on, or developed under this Grant. The acknowledgment shall state that the information and conclusions in the paper do not necessarily reflect the position of A.I.D. or the U.S. Government. A.I.D. also reserves the right to dissociate itself from sponsorship or publication of the above materials.

B. The Grantee shall provide TA/RUR with one copy of all published works developed under the Grant. The Grantee shall provide TA/RUR with lists of other written work performed under the Grant.

C. When the cost of publishing material is provided for in this Grant, any royalties or profits up to the amount charged to the grant for publishing the material shall be credited to this Grant.

D. Rights In Data

Any copyrights or patents shall be in the name of the Grantee. However, the Government shall have a royalty-free non-exclusive irrevocable license for the use of all publications produced or composed under this grant.

6. Adherence to Budget

A. In no case may the Grantee exceed the total amount of the grant. If additional funds to conduct the project are required, a request to this effect should be submitted to the A.I.D. Grant Officer, who may approve the request by amending the grant to provide additional funds after consultation with TA/RUR.

B. Adjustments among the line items of this grant are unrestricted.

7. Allowable Costs and Payment

The Grantee shall be reimbursed for direct costs incurred in carrying out the aims of this Grant as determined by the Administrator to be allowable in accordance with Bureau of the Budget Circular A-21 (Principles for Determining Costs Applicable to Research and Development under Grants and

Contracts with Educational Institutions); and the terms of this grant. It is mutually understood and agreed, unless otherwise provided herein, that the Grantee will not allocate any costs to this Grant which are normally charged as indirect costs (overhead) in accordance with the Grantee's normal accounting practices.

Payment of costs incurred under this Grant shall be in accordance with the procedure set forth in Appendix A.

8. Accounting, Records, and Audit

The final records, including documentation to support entries on the accounting records and to substantiate charges to the grant, shall be kept in accordance with the institution's usual accounting procedures and must be readily available for examination and audit by A.I.D. The Comptroller General of the United States and his representatives shall have the same rights of examination and audit. No such records shall be destroyed, or otherwise disposed of, within three years after termination of the project. However, all records must be retained until an audit has been completed and all questions about expenditures resolved, unless written approval has been obtained from the A.I.D. Grant Officer to dispose of the records. A.I.D. follows generally accepted auditing practices in determining that there is proper accounting and use of grant funds.

9. Refunds

A. Any funds remaining in the custody of the Grantee at the expiration of the Grant shall be refunded to A.I.D.

B. If, at any time, it is determined by the Administrator of A.I.D. that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee will credit such amounts to the corpus of the Grant.

10. Salaries

All salaries, wages, fees, stipends and allowances reimbursed under this Grant shall be in accordance with the Grantee's usual policy and practice.

11. Regulations Governing Employees Performing Work Outside the United States

(A) The Grantee shall not send any individual outside the United States to perform work under the grant nor shall the Grantee employ any person outside the United States to perform work outside the United States without first obtaining written notification from the Grant Officer that the USAID Mission has been advised and/or has provided clearance, as appropriate. For this purpose the Grantee shall advise the Grant Officer at least thirty (30) days in advance of any travel to be performed outside the United States.

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

B. Sale of Personal Property or Automobiles. 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 A.I.D. personnel employed by the Mission.

C. Conflict of Interest. 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 the Agency of another person, in any business, profession, or occupation in the foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

D. It is understood by the parties that the Grantee's responsibilities shall not be restrictive of academic freedom. 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.

E. In the event the conduct of any Grant employee is not in accordance with the preceding paragraphs, the Program Director shall consult with the Mission Director and the employee involved and upon agreement of these parties shall resolve a course of action with regard to such employee.

F. The parties recognize the right of the United States Ambassador to direct the removal from a country of any United States citizen employed under this Grant or the discharge from this Grant of any third country national or foreign country national when, in the discretion of the Ambassador, the interests of the United States so require.

G. Travel and Transportation Expenses. 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 unreasonable delay or increased costs.

(1) Limitation on Transportation

(a) International Air Transportation. 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:

(b) where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

(c) where the departure time, routing, or other features of a United States carrier flight would interfere with or prevent the satisfactory performance of official business;

(d) 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;

(e) 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

(f) where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related

per diem is less than the cost of available accommodations of another class on a United States carrier and related per diem.

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.

(2) International Ocean Transportation. All international ocean transportation of persons and things which is to be reimbursed in United States dollars under this grant shall be by United States flag vessels to the extent they are available.

(a) Transportation of Things. Where United States 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 Resources Transportation Division, Agency for International Development, Washington, D. C., 20523, or the Mission Director, as appropriate, giving the basis for the request.

(b) Transportation of Persons. Where United States 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 Grant Officer or the Mission Director, as appropriate.

(3) Transportation of Foreign-Made Motor Vehicles. Unless otherwise authorized by the Grant Officer no reimbursement will be made for the costs of transportation of any foreign (non-United States) made motor vehicle between

the United States and a foreign country or any intermediate points. Such authorization will be granted by the Grant Officer in accordance with the Uniform State/AID/USIA, Foreign Service Travel Regulations, as from time to time amended.

12. Conversion of United States Dollars to Local Currency. Whenever practicable Grantee agrees to convert all United States dollars to local currency through the United States Disbursing Officer, American Embassy, unless the Disbursing Officer certifies that no local currency is available.

13. Military Service

A.I.D. will not intercede for any individual in relation to his military status. An educational stipend may be continued for a period not to exceed 15 days in any one year in which the trainee is on active military duty.

14. Visa Status of Non-U.S. Citizens

A.I.D. will not intercede on behalf of non-U.S. citizens participating in a project when the stay of such noncitizens in the U.S. may be affected by their visa status. It is the responsibility of the Grantee institution to establish, before accepting a noncitizen, that his visa allows him to remain in the country a sufficient length of time to be productive on the project.

15. Procurement of Equipment, Vehicles, Materials and Supplies

(a) No vehicles shall be purchased without the prior written approval of the Grant Officer.

(b) Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraph (c) below, all equipment, vehicles, materials, and supplies purchased under this Grant and to be financed with United States dollars shall be purchased in and shipped

from the United States. In addition, for any purchase transaction in excess of \$2,500 the Institution 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 A.I.D. Regulation 1, and that the supplier must execute and furnish Form AID-282 "Suppliers Certificate and Agreement with the Agency for International Development".

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

- (1) effective use of the materials depends on their being in the local language; and
- (2) 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 A.I.D. 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.

The Grantee shall purchase all English language books, magazines and other periodicals from the current A.I.D. Contractors providing purchasing services of such material at discount prices; Provided, however, that the Grantee may purchase books, magazines, or periodicals from other sources if the terms, price delivery, and other factors considered, are as good as, or better than, those offered by the current A.I.D. Contractors. The

procedures to be followed, the name and address of the Contractors, and pertinent provisions of the Contracts are set forth in A.I.D. Manual Orders 1425.3 (books) and 1425.3.1 (subscriptions of magazines and periodicals).

Title to equipment purchased with grant funds vests in the Grantee institution. The equipment must be used during the project period for activities furthering the purpose of the program for which it was purchased. Grant funds may not be used for new construction.

16. Amendment

The Grant Agreement may be amended by means of an exchange of letters between the A.I.D. Grant Officer and an appropriate official of the institution.

17. Termination

This Grant may be terminated by the Administrator upon written notice to the Grantee after due consultation between representatives of the Grantor and Grantee. Upon the Grantee's receipt of notice of such termination it shall take immediate action to minimize expenditures and obligations financed by this Grant and shall cancel such obligations wherever possible. 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 with the purposes of this Grant. Should the funds theretofore paid by the Grantor's 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 ninety (90) calendar days after the effective date of such termination

a written claim covering such obligations and, subject to the limitations contained in this Grant, the Grantor shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

18. Equal Opportunity Employment

With regard to the employment of persons in the U.S. under this grant Grantee agrees to take all reasonable steps to insure 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."

19. Nonliability

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

20. Covenant Against Contingent Fees

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, 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.

21. Officials Not to Benefit

No member of or delegate to the Congress or resident Commissioner shall be admitted to any share or part of the 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.

22. Notices

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

To. A.I.D.: Administrator
Agency for International Development
Washington, D. C. 20523
Attention: Grant Officer
Office of Procurement
Contract Services Division

To Grantee: At address shown on covering letter

APPENDIX "A"

A. At the convenience of the Grantee, but not more often than once a month, the Grantee shall submit to the A.I.D./Washington/Controller/FRD, a Voucher Form SF 1034 (original) and SF 1034(a) in three (3) copies. Each voucher shall be identified by the A.I.D. Grant number, properly executed, in the amount of expenditures made during the period covered. The voucher forms shall be supported by:

- (1) Original and two copies of a certified fiscal report rendered by the Grantee in the form and manner satisfactory to A.I.D.
- (2) The fiscal report shall include a certification signed by an authorized representative of the Grantee as follows:

"The undersigned hereby certifies: (i) that payment of the sum claimed under the cited Grant is proper and due and that appropriate refund to A.I.D. will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of the Grant, and (ii) that information on the fiscal report is correct and such detailed supporting information as the cognizant A.I.D. Controller or the Grant Officer may reasonably require will be furnished by the Grantee to A.I.D. upon request.

BY _____
TITLE _____
DATE _____"

(3) The Grantee shall submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies or equipment totaling in excess of \$2,500 appropriately detailed as to quantity, description and price for each individual item of equipment purchased.

(4) The Grantee shall submit a Supplier's Certificate, A.I.D. Form 282, triplicate, executed by the vendor for each transaction in excess of \$2,500.

B. Promptly after receipt of each voucher and statement of cost, A.I.D. shall, except as otherwise provided in this Grant, subject to the provisions of (c) below, make payment thereon.

C. At any time or times prior to final payment under this Grant, the Administrator may have the vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher which are found by the Administrator on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.