

PJ-FAB 191

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

ORIGINAL

DEC 29 1978

Mrs. Dorothy I. Height
President
National Council of Negro Women, Inc.
1346 Connecticut Avenue, N.W.
Washington, D.C. 20036

Subject: Amendment No. 6 to
Grant No. AID/pha-G-1120

Dear Mrs. Height:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, this Grant is amended to extend the period of the Grant from December 31, 1978 to June 30, 1979.

The total cumulative obligation remains at \$815,000.

This Grant is further amended as follows:

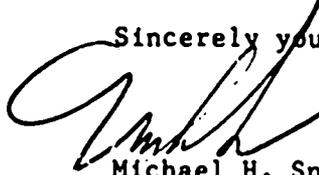
Paragraph E - Budget - Delete funding dates of "6/30/77 - 6/29/78" as it appears in Amendment No. 5 and insert in lieu thereof "6/30/77 - 6/30/79".

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

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. Return the original and six (6) copies
to my office.

Sincerely yours,



Michael H. Snyder
Grant Officer
Services Operations Division
Office of Contract Management

ACCEPTED:

NATIONAL COUNCIL OF NEGRO WOMEN, INC.

BY: Ruth A. Sykes

TYPED NAME: Ruth A. Sykes

TITLE SPECIAL ASSISTANT TO
THE EXECUTIVE OFFICES

DATE: Jan. 5, 1979

No more
James D. Farkas
D. Farkas
PHA/POC

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

AUG 7 1978

ORIGINAL

MAR 31 1978

Mrs. Dorothy I. Height
President
National Council of
Negro Women, Inc.
1346 Connecticut Avenue, N.W.
Washington, D.C. 20036

Subject: Amendment No. 5 to
Grant No. AID/pha-G-1120

Dear Mrs. Height:

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

1. Attachment A - Program Description - Paragraph E - Budget - Delete in its entirety and substitute in lieu thereof the following:

"E. Budget

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

	<u>7/3/75 -</u> <u>6/29/76</u>	<u>6/30/76 -</u> <u>6/29/77</u>	<u>6/30/77 -</u> <u>6/29/78</u>	<u>TOTAL</u>
1. Salaries & Benefits	\$ 63,531	\$ 86,899	\$ 96,040	\$246,470
2. Travel & Transportation	32,689	75,268	20,237	128,194
3. Consultants	846	49,118	13,720	63,684
4. Training/Conference	5,282	14,749	4,459	24,490
5. Other Direct Costs	16,274	43,568	22,638	82,480
6. Special Evaluation		17,150		17,150
7. Indirect Costs	<u>49,378</u>	<u>131,248</u>	<u>71,906</u>	<u>252,532</u>
	\$168,000	\$418,000	\$229,000	\$815,000

t. Negotiated Overhead Rates

Pursuant to the provisions of this clause set forth below, the following final overhead rates have been negotiated for the periods and base set forth below:

<u>Period</u>	<u>Rate</u>
10/1/74 - 9/30/75	19.5%
10/1/75 - 9/30/76	31.4%

Base: Total direct costs less equipment, major subcontracts, and alterations and renovations.

For the ensuing periods beginning October 1, 1976, the following provisional rate shall apply:

<u>Rate</u>
31.4%

(a) Pursuant to this provision, an overhead rate shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate, the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the period shown.

(b) The Grantee, as soon as possible but not later than 90 days after the close of each of its accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Special Operations Division, Office of Contract Management, AID, Washington, D.C. and to the Office of the Auditor General, AID, Washington, D.C., proposed final rate(s) for the period together with supporting cost data. Negotiation of final overhead rates by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 (Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this Grant.

(d) The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such agreement shall specify (1) the agreed final rate(s). (2) the base(s) to which the rate(s) applies, and (3) the period(s) for which the rate(s) applies. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(e) Pending establishment of the final overhead rate(s) for any period, the Grantee shall be reimbursed either at the negotiated provisional rate(s) as provided above or at a billing rate(s) acceptable to the Grant Officer, subject to appropriate adjustment when the final rate(s) for that period is established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of the negotiated provisional rate(s) provided in this provision shall be set forth in a modification to this Grant.

5

Mrs. D. I. Height
Nat'l. Council of Negro Women, Inc. -2-

The three year grant budget in the amount of \$815,000 has been obligated. Adjustments among line items are unrestricted. The Grantee may not exceed the amount of funds obligated hereunder."

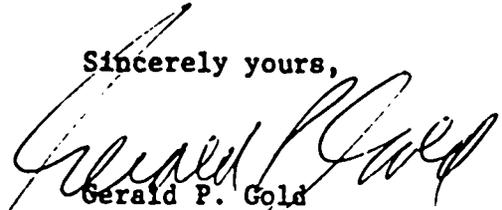
2. Attachment B - Standard Provisions - Add the following new provision:

Standard Provision "c" entitled "Negotiated Overhead Rates", attached hereto and made a part hereof.

All other terms and conditions remain the same. There are no funds obligated as a result of this Amendment.

Please acknowledge acceptance of this amendment by signing in the space provided below. Retain two copies for your records and return the original and all remaining copies to my office.

Sincerely yours,


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

ACCEPTED:

NATIONAL COUNCIL OF NEGRO WOMEN, INC.

BY: Ruth A. Sykes

TYPED NAME: Ruth A. Sykes

TITLE: Special Assistant to the Executive Offices

DATE: July 31, 1978

MAR 30 1978

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

J. D. Parker
Pic 10/10/78
MAR 4 1978

ORIGINAL

Mrs. Dorothy I. Height
President
National Council of Negro
Women, Inc.
1346 Connecticut Avenue, N.W.
Washington, D. C. 20036

Subject: Amendment No. 4 to
Grant No. AID/pha-G-1120
PIO/T 932-0079-73-3270232 A#1

Dear Mrs. Height:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, this Grant is amended to extend the period of the Grant from June 29, 1978 to December 31, 1978.

The total cumulative obligation remains at \$815,000.

This Grant is further amended as follows:

Paragraph E - Budget - Delete funding dates of "6/30/77 - 6/29/78" and insert in lieu thereof "6/30/77 - 12/31/78".

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 sign the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Return the original and six (6) copies to my office.

Sincerely yours,

[Signature]
Michael H. Snyder
Grant Officer
Services Operations Division
Office of Contract Management

ACCEPTED:

NATIONAL COUNCIL OF NEGRO WOMEN, INC.

BY: *Ruth A. Sykes*

TYPED NAME: Ruth A. Sykes

TITLE: Special Assistant to the Executive Offices

DATE: March 15, 1978

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

2 MAY 1977

*James - D. Jackson
7/21/77 - D. Jones*

ORIGINAL

Mrs. Dorothy I. Height
President
National Council of Negro
Women, Inc.
1346 Connecticut Avenue, N.W.
Washington, D.C. 20036

APR 18 1977

Subject: Amendment No. 3 to
Grant No. AID/pha-G-1120
PIO/T 932-13-950-079-73-3279232

Dear Mrs. Height:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID" or "Grantor") hereby amends the grant and further grants, under this Specific Support Grant, to the National Council of Negro Women (hereinafter referred to as "NCNW" or "Grantee") an additional sum of \$229,000 to continue to support a Development Program Grant to centralize its diverse international activities.

The total cumulative amount obligated under this Grant is now \$815,000. The funds provided herein as of the date of this letter and shall apply to costs incurred in furtherance of the project for the period June 30, 1977 through June 29, 1978. This is the third and final obligation of funds under this grant.

FUNDS OBLIGATED

Approp. No. 72-11X1096
Allot. No. 186-32-099-00-76-21
Obl. No. 3279232 - 001.00.2592
Amount \$ 229,000.00
Proj. No. 932-0079-73

By *[Signature]* Date 4/21/77

The grant is hereby amended as follows:

Paragraph E - Budget - Delete in its entirety and substitute in lieu thereof the following:

"E. Budget

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

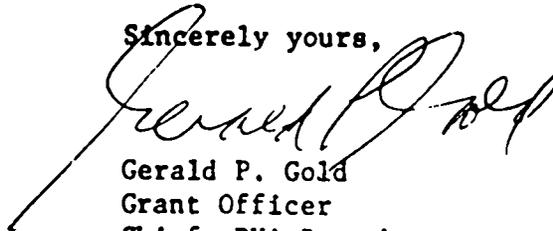
	Actual Funding 7-3-75 6-29-76 Year I	Actual Funding 6-30-76 6-29-77 Year II	Actual Funding 6-30-77 6-29-78 Year III	Total
1. Salaries & Benefits	\$ 89,972	\$126,670	\$140,000	\$356,642
2. Travel & Transportation	46,301	109,720	29,500	185,521
3. Consultants	1,196	71,600	20,000	92,796
4. Training/Conferences	7,481	21,500	6,500	35,481
5. Other Direct Costs	23,050	63,510	33,000	119,560
6. Special Evaluation	<u>-0-</u>	<u>25,000</u>	<u>-0-</u>	<u>25,000</u>
	<u>\$168,000</u>	<u>\$418,000</u>	<u>\$229,000</u>	<u>\$815,000</u>

The three year grant budget in the amount of \$815,000 has been obligated. Adjustments among line items are unrestricted. The Grantee may not exceed the amount of funds obligated hereunder".

Except as expressly herein amended, 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 the terms under which these funds have been granted by having an authorized official sign the original and eight (8) copies of this letter. Please return the original and seven (7) copies to my office, making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

ACKNOWLEDGED:

NATIONAL COUNCIL OF NEGRO WOMEN, INC.

BY: Ruth A. Sykes

PRINTED NAME: Ruth A. Sykes

TITLE: Special Assistant to the Executive Offices

DATE: 4/26/77

12 JUL 1976 *Joyner - L Tanner*
PHH/PVC
req - D W Lewis

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

ORIGINAL

JUN 24 1976

Mrs. Dorothy I. Height
President
National Council of Negro Women, Inc.
1346 Connecticut Avenue, N.W.
Washington, D.C. 20036

Subject: Amendment No. 2 to
Grant No. AID/pha-G-1120
PIO/T 932-13-950-079-73-3269241
Appropriation No. 72-11X1027
Allotment No. 427-32-099-00-76-61
Amount Obligated: \$416,000

Dear Mrs. Height:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID" or "Grantor") hereby amends the grant and further grants, under this Specific Support Grant, to the National Council of Negro Women (hereinafter referred to as "NCNW" or "Grantee") an additional sum of \$416,000 to continue to support a Development Program Grant to centralize its diverse international activities.

The total cumulative amount obligated under this Grant is now \$586,000. The funds provided herein are obligated as of the date of this letter and shall apply to costs incurred in furtherance of the project for the period June 30, 1976 through June 29, 1977. Additional funds may be granted subject to their availability.

The grant is hereby amended as follows:

FUNDS OBLIGATED	
Approp. No.	72-11X1027
Allot. No.	427-32-099-00-76-61
Obli. No.	3269241
Amount \$	416,000.00
Proj. No.	932-13-950-079-73
	REL. CL. 2590

BY *[Signature]* EM/OSD Date 6/29/76

ATTACHMENT A - PROGRAM DESCRIPTION

a. Paragraph B - Specific Objectives - Delete the first paragraph in its entirety and substitute in lieu thereof the following:

"To accomplish the above, the following staff will be provided:

(1) Division Director, (2) Associate Director, (3) Administrative Assistant, (4) One Secretary, (5) Two Field Developers, who shall be responsible for program design, program implementation and research. In addition, there will be consultants to assist in training and to provide technical advice when needed."

b. Paragraph E - Budget - Delete in its entirety and substitute in lieu thereof the following:

"E. Budget

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

	Actual Funding		Estimated Funding		Total
	7-3-75 6-29-76 Year I	6-30-76 6-29-77 Year II	6-30-77 6-29-78 Year III		
1. Salaries & Benefits	\$ 89,972	\$126,670	\$140,000	\$356,642	
2. Travel & Transportation	46,301	109,720	29,500	185,521	
3. Consultants	1,196	71,600	20,000	92,796	
4. Training/Conferences	7,481	21,500	6,500	35,481	
5. Other Direct Costs	23,050	63,510	33,000	119,560	
6. Special Evaluation	-0-	25,000	-0-	25,000	
	<u>\$168,000</u>	<u>\$418,000</u>	<u>\$229,000</u>	<u>\$815,000</u>	

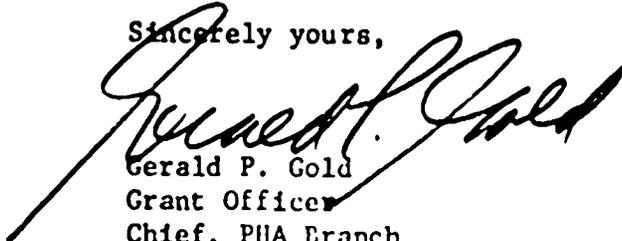
2

The first two years budget in the amount of \$586,000 has been obligated. Funds for the third year may be provided subject to their availability. Adjustments among line items are unrestricted. The Grantee may not exceed the amount of funds obligated hereunder."

Except as expressly herein amended 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 the terms under which these funds have been granted by having an authorized official sign the original and eight (8) copies of this letter. Please return the original and six (6) copies to my office, making sure the copy you retain does not contain the stamp "Funds Available".

Sincerely yours,



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

ACKNOWLEDGED:

NATIONAL COUNCIL OF NEGRO WOMEN, INC.

BY: Ruth A. Sykes

PRINTED NAME: RUTH A. SYKES

Special Assistant to the
TITLE: Executive Offices

DATE: July 7, 1976

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

Mr. Shook
.pha/PVC
h Kelly

ORIGINAL

23 MAR 1976

Mrs. Dorothy I. Height
President
National Council of Negro Women, Inc.
1346 Connecticut Avenue, N.W.
Washington, D.C. 20036

MAR 17 1976

Subject: Specific Support Grant AID/pha-G-1120
Amendment No. 1

Dear Mrs. Height:

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

Z. Attachment B. Delete Standard Provision"s" entitled "Salaries"
in its entirety and in lieu thereof substitute

"s. Salaries

All salaries, wages, fees and stipends reimbursed
under this Grant shall be in accordance with the
Grantee's Policies and Procedures Manual which
has been accepted by A.I.D. for the period from
July 1, 1975 through September 30, 1976".

1. Attachment B, Standard Provision 1. entitled Travel and
Transportation. Delete paragraph "(4)" and in lieu thereof insert
the following:

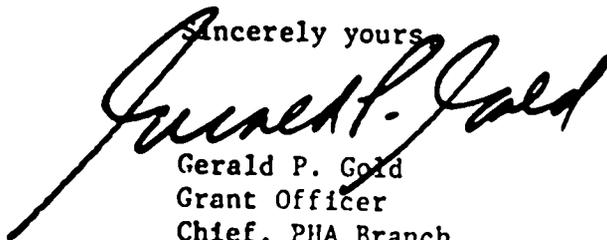
"(4) Travel allowances shall be reimbursed in
accordance with the Grantee's Policies and
Procedures Manual which has been accepted
by A.I.D. for the period from July 1, 1975
through September 30, 1976".

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Except as expressly herein amended, the grant continues in accordance with its terms and conditions.

Please sign the original and all copies of this amendment and return the original and five (5) copies to the Office of Contract Management.

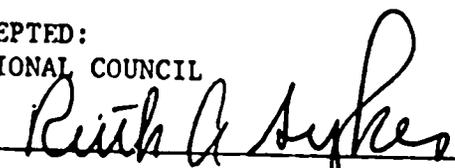
Sincerely yours



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

ACCEPTED:
NATIONAL COUNCIL

BY:



TYPED OR PRINTED NAME: Ruth A. Sykes

TITLE: Special Assistant to the Executive Offices

DATE: March 18, 1976

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D. C. 20521

L. Kelly
Mechan. Pabla, PAA/PP/PA
22 JUL 1975
ORIGINAL

SPECIFIC SUPPORT GRANT

Mrs. Dorothy I. Height
President
National Council of Negro Women, Inc.
1346 Connecticut Avenue, N.W.
Washington, D. C. 20036

JUN 8 0 1975

Subject: Grant No. AID/pna-C-1120
PIO/T 932-13-950-179-73-2259053

Dear Mrs. Height:

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 National Council of Negro Women (hereinafter referred to as "NCNW" or "Grantee") the sum of \$170,000 to provide support for a Development Program Grant to coordinate its diverse international activities as 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 July 3, 1975 through July 2, 1976. Additional funds will be provided if available.

This Grant is made to the NCNW on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Program Description," Attachment B entitled "Standard Provisions," and Attachment C, "Payment Provision."

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ORIGINAL

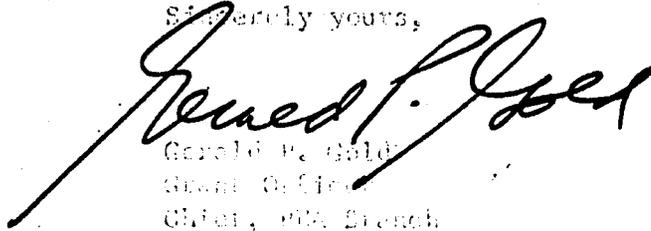
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1/2

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 conditions 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,



Gerald R. Gald
Grant Officer
Chief, OCA Branch
Central Operation Division
Office of Contract Management

Attachments:

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

ACCEPTED:

NATIONAL COUNCIL OF NEGRO WOMEN, INC.

BY: Leaathy I. Heigler

TITLE: National President

DATE: July 14, 1975

FUNDS AVAILABLE

Date June 30, 1975
 Project No. 932-13-950-079
 Obligation No. 3259053
 Object Class 2590
 Allotment 427-32-099-00-7652
 Amount \$ 170,000.00
 By (initials) JMG

Best Available Document

Bo

PROGRAM DESCRIPTIONA. Purpose of Grant:

To establish an International Division in the NCNW to enable it to pull together its diverse international activities, develop a more precise approach to its international involvements, respond systematically to requests for assistance from developing countries, and to adapt its methodologies used in the U.S. for cross-cultural application.

B. Specific Objectives:

To accomplish the above, the following staff will be provided:

1) Division Director, 2) Associate Director, 3) Administrative Assistant, 4) Two secretaries (one starting the first year of the grant, the second to be added the second year), 5) two Program Developers (one to concentrate on the evaluation aspects of program development, the other to concentrate on development of field activities), 6) Fiscal and Logistical Control Officer (this position will be funded only during the second year of the grant to establish the necessary fiscal analysis, funding and resource systems to support project implementation. Once these systems are functioning, the existing field staff will assume these responsibilities.) In addition, there will be consultants to assist in training and to provide technical advice when needed.

As a result of the activities of the staff and volunteers and their field surveys, information and reference materials will be

combined into a Resource Center which will also categorize all available inputs from member organizations, the talent bank, literature searches and African studies (primarily concentrating on the Role of Women in Africa, with supplemental information on the development process) and all other related reports, evaluations and analysis performed by the NCSW relating to its international involvements.

The grant will also provide funds for international travel (after consultation with the Regional Offices involved) as necessary for the successful achievement of the purposes of this grant.

In sum, the above in combination with the existing and future resources of the NCSW will provide for the hiring and training of persons to staff and run the NCSW's international operation, aimed at the organized application of the NCSW's resources and expertise to improving the quality of life for women in the poorest majority in developing nations. In addition to bringing together the many international activities currently being carried out by the NCSW and its affiliates into a unified international program, new country specific projects will be developed and coordinated by the International Division. (Project funding and implementation in developing countries will be financed by funds other than from this Grant.)

C. Implementation

The implementation plan is summarized below:

First Year: Activities the first year will be selecting personnel and setting up the International Division; developing an initial plan of action; forming an International Advisory Board; conducting

a field survey and collecting data and pre-project information; establishing a skills bank; collecting information on international projects and activities conducted by NCNW affiliates; developing strategies for implementation in Africa; and conducting a first year evaluation.

Second Year: Activities include conducting field surveys, data collection and other field activities related to other PVO's and indigenous women; generating project designs and operational strategies, developing funding strategies supported by policy advice and consultation; utilizing an expanded skills bank; conducting debriefings, conducting participant training; increasing internal communications programs; creating training materials and project development tools; and developing a refined evaluation system; Developing three projects, and three Developing country Resource Centers.

Third Year: Activities will include developing three additional projects and developing country Resource Centers (in countries to be selected in consultation with AED/AFR); consulting on sustaining and replication projects; devising methodologies to obtain the involvement of women's organizations in activities related to advocacy of women's rights and in decision making; providing consultation and training assistance to others in developing outreach programs to increase women's understanding of their citizen role; documenting and codifying project experiences, and publishing reports, project development materials and educational aids; maintaining the automated skills bank; servicing the International Advisory Board; conducting

staff and Board training; and monitoring and evaluating projects.

D. Reporting

1. A detailed annual report (6 copies) shall be submitted to PHA/PVC prior to June 1 of each year of the grant. The report shall include all information pertinent to the grant and include summaries of field surveys, regional and country programs and plans as they are developed. NCON evaluations of grant funded activities will also be provided upon their completion. It is expected, though not required, that all quarterly reports, technical papers, journal articles, State of the art monographs, etc. that may directly or indirectly emanate from the increased capability of the NCON, be submitted to assist in evaluation of the grant, and, when applicable, for consideration for inclusion in the "AID Research and Development Abstracts" and/or other AID technology transfer publications. Copies of agreements between NCON and developing country governments will also be forwarded, as related to the DDC. One copy of the fiscal report required by Attachment C of the standard grant provisions, and one copy of all program reports, shall be provided to the Grant Officer.

2. NCON is solely responsible for negotiations and agreements between that organization and host country governments, but will keep the local AID Mission informed as to the substance of the agreements. The AID/W principal technical liaison official to NCON is the Project Manager, PHA/PVC/OPNS.

E. Budget

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

	Actual Funding 7-3-75 7-2-76 <u>Year One</u>	Estimated Funding 7-3-76 7-2-77 <u>Year Two</u>	Funding 7-3-77 7-2-78 <u>Year Three</u>	<u>TOTAL</u>
1. Salaries & benefits	\$110,000	\$155,000	\$140,000	\$405,000
2. Travel/Transportation	25,000	119,550	29,500	173,650
3. Consultants	10,000	20,000	20,000	50,000
4. Training/Conferences	6,500	49,500	6,500	62,500
5. Other Direct Costs	28,500	46,950	33,000	108,450
6. Special Evaluation	-	25,000	-	25,000
TOTAL	\$180,000	\$410,000	\$279,000	\$869,000

The Grants may not exceed the total amount obligated by AID (\$170,000). Adjustments among the line items are unrestricted.

Best Available Document

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, 73-3 (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 disbursements 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 end of the financial year of the program or (2) for an indefinite 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 what constitutes proper accounting and use of grant funds. The Grantee agrees to include the requirements of this clause in any subcontracts awarded 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 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, 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 200 of Chapter II, Title 45 of the Code of Federal Regulations, as cited "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 Office upon written notice to the Grantee, whenever for any reason the Grant Office determines that such termination is in the best interest of the Government. The Grantee, upon receipt of and in accordance with such notice, shall forthwith take all necessary action to terminate all expenditures and obligations under the Grant. The Grantee shall refund such unexpended obligations, wherever possible, except as provided below, no later than 90 days after the effective date of termination, and the Grantee shall submit a written claim, within 90 calendar days after the effective date of such termination, to the Director and unexpended portions of funds hereunder paid by the Grantor to the Grantee which are not otherwise collectible by the Grantor, together with the portion applicable to this Grant. Such claim shall be submitted to the Grantor prior to the effective date of such termination or, if not, be insufficient to cover the Grantee's obligations pursuant to the termination. No legally binding transaction or agreement shall be entered into within 90 calendar days after the effective date of such termination and a written claim covering such obligations, and, subject to the regulations contained in the Grant, the Director 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 comprehensive and general benefit.

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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. Liability (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 recipient 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.

1. 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 consular 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 Station 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 either receipt or advice of intent to travel request approval. AID will issue a Government Transportation Request (GTR) when 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 first class transportation unless such use will result in unreasonable delay or increased costs.

(4) 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 fact 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;

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f. 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

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

(3) All international air expenses under this grant shall be met on United States flag aircraft unless, in the judgment of the grantee, it is more reasonable to utilize a United States carrier either on basis of origin or destination, provided that the grantee certifies on the facts on the vouchers or other documents retained as part of the grant records to support his claim for reimbursement and cost for postage.

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

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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 all such limitations and prohibitions which apply to third parties. No personal property of 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 of or as an agent 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 know, respect, and observe the laws, customs, and regulations, to abide by the applicable laws and regulations, and not to interfere in its internal political affairs.

(5) If the work assigned by 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 wherever he is departing from a foreign country or a particular foreign locale.

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

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n. 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.

10. 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 1951, as amended, or under acts appropriating funds for foreign assistance.

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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.

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

(1) Except as may be specifically approved or directed in advance by the Grant Office, or as provided in paragraphs (2), (3), and (4) below, all equipment, vehicles, materials, supplies and services the costs of which are to be allocated 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 goods must be of U.S. source and production and comply with the commodity limitations and other requirements applicable to supplies under AID Regulation I, and that the supplier must execute and furnish Form AID-501 "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 abroad, 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 grant 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, Greece, Italy, Japan, Luxembourg, Monaco, Netherlands, New Zealand, Norway, South Africa, Sweden, Switzerland, and United Kingdom. The Grantee shall exercise all reasonable precautions to ensure that the subgrantee does not procure any commodity which has a direct or indirect origin in any of the following countries: Africa, Bulgaria, China (Mainland and Outer Continental Shelves areas), including Manchuria, Inner Mongolia, and provinces of Tibet and Sinkiang, Vietnam, Tibet, and former Kwangtung Chinese Territory, the present Fort Rucker Naval Base Area, and Liaoning Province, Cuba, German Democratic Republic, Hungary, North Korea, North Vietnam, Outer Mongolia, Poland, Romania, 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:

(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 909

AID Geographic Codes are defined in AID-R 7-0.5201.1.

(4) Procurements in the country in which an activity is being undertaken and which are less than \$2,000 and are for materials (regularly available and normally sold on the local market) which are to be considered as exempted under the terms of this Grant, shall be at the discretion of the Grantee, provided that the origin of such materials and supplies and its consumption is thereof is a free world country as described in AID Geographic Code 955.

(5) All international air shipments made by the Grantee, to be financed in whole or in part by this Grant, shall be made on U.S. flag vessels, unless such shipments are made by air to the extent of the amount of such grant or subgrant, provided that the Grantee certifies to the fact that the goods are required as part of an international activity financed by AID. All international air shipments made by the Grantee, to be financed in whole or in part by this Grant, shall be made on U.S. flag vessels, unless such shipments are made by air to the extent of the amount of such grant or subgrant, provided that the Grantee certifies to the fact that the goods are required as part of an international activity financed by AID. Such, as appropriate, covering the basis for the request.

(6) The Grantee shall obtain authorization to the maximum extent possible for any procurement to be financed hereunder. Procurement by the Grantee without authorization of more than 5% shall be approved by the Grant Office. In no event will any procurement be in excess of 5% of the total amount of the grant. The Grantee shall take all reasonable steps necessary to insure that all contracts are being in accordance with paragraph (4) of this section, 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:

r. 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 of any such items to the Government in accordance with any writ or removal instruction issued by the Grant Officer at any time prior to final account under the Grant.

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s. 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 7-10.100-6 of the Agency for International Development Procurement Regulations.

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PAYMENT PROVISION

Periodic Grant Disbursement

Each month, or at less frequent intervals as agreed upon in advance, Grantee will submit to the Office of Financial Management, FM/CSO, AID, Washington, D.C. FD-25 (Form Form SF 1004 (original) and SF 1004-A, three copies, each voucher identified by the appropriate grant number, and the amount of estimated cash needs for the following month. The voucher shall be supported by an original and two copies of a report prepared 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 subgrant as (if any)	\$xxx
Anticipated expenditures next month (if any)	\$xxx
Cash on hand to date	\$xxx
Cash required for this month	\$xxx

The report shall include a certification as follows:

"The undersigned hereby certifies: (1) that the above represents the best estimate of funds needed for the activities to be financed over the period of the grant; (2) that the grant will be used for the purposes for which the grant was approved; (3) that the grant will be used in accordance with the terms of the grant agreement; and (4) that any interest accrued on the funds made available hereunder will be returned to AID.

BY _____
 TITLE _____ DATE _____

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