

## MEMORANDUM

Date: November 28, 1978

TO : Distribution  
 FROM : CM/SOD, Donald B. Dickie *ALBIO.*  
 SUBJECT: Grant No. AID/pha-G-1077 between A.I.D.  
 and Overseas Development Council.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated November 15, 1978. This Agreement is also Amendment No. 2 to the subject Grant.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis  
 CM/SD/SUP, Mr. G. Nell  
 SER/FM, Mr. W. McKeel  
 AAG/W, Mr. E. Abshire (2 copies)

Contracting Officer, CM/COO/PE, Mr. G. Gold

Project Manager, PDC/PVC

USAID/\_\_\_\_\_

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AGENCY FOR INTERNATIONAL DEVELOPMENT  
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: November 15, 1978

SUBJECT Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: DCAA Audit Report No. 6221-03-8-1012 dated September 20, 1978

INSTITUTION Overseas Development Council  
" 1717 Massachusetts Avenue, N. W.  
OTHER Washington, D.C. 20036

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Overhead Rate
	From	Thru	
Final	1-1-74	12-31-74,	.25.00 <u>a/</u>
Final	1-1-75	12-31-75	25.00 <u>a/</u>
Final	1-1-76	12-31-76	25.00 <u>a/</u>
Final	1-1-77	12-31-77	64.53 <u>b/</u>
Provisional	1-1-78	12-31-78	64.50 <u>b/</u>
Provisional	1-1-79	Until Amended	33.00 <u>a/</u>

Acceptance of the rate(s) agreed to herein is predicated upon the conditions. (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate

Base of Application

a/ Total direct cost less equipment.

b/ Direct salaries and wages.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

**PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:**

**PART III - SPECIAL TERMS AND CONDITIONS:**

Pursuant to § 7-3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/pha-G-1077	2	932-13-950-051
AID/otr-G-1530	3	930-0049
AID/afr-G-1268	8	698-11-999-135

ACCEPTED:

BY Michael V. O'Hare  
 Michael V. O'Hare  
 PRINTED OR TYPED NAME  
 Controller  
 TITLE  
 November 22, 1978  
 DATE

Donald Dickie  
 Donald Dickie

CONTRACTING OFFICER  
 Overhead and Special Costs Branch  
 Services Operations Division  
 Office of Contract Management  
 Agency for International Development

DISTRIBUTION:	<u>CM/ROD</u>	<u>CM/COD</u>	<u>OTHER</u>
X	AFR	AN	X AAG/W
	NE	X PE	X CM/SD/SUP <span style="border: 1px solid black; padding: 2px;">DD</span>
	LA	X OTR	X SER/FM/ PBD
	ASIA		X PDC/PVC X PPC/PDA X AFR/DR
		<u>CM/SOD</u>	
		PDC	

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12 AUG 1975

*L. Kelly  
Mr. Stark, PHA/1. e*

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

JUL 31 1975

Mr. James P. Grant  
President  
Overseas Development Council  
1717 Massachusetts Avenue, N.W.  
Washington, D.C. 20036

Subject: Grant No. AID/pha-G-1077  
Amendment No. 1

Dear Mr. Grant:

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

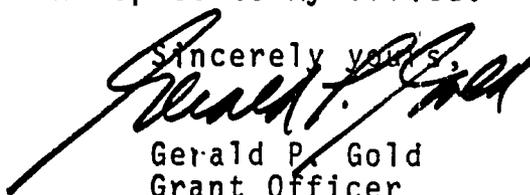
1. In ATTACHMENT A, ARTICLE D entitled Reporting, delete "December 31, 1975" and substitute "September 30, 1976" in lieu thereof.

2. In ATTACHMENT A, ARTICLE E entitled Budget, delete "9-30-75" and substitute in lieu thereof "June 30, 1976".

All other terms and conditions remain unchanged.

Please acknowledge receipt of this amendment by signing the original and seven copies in the space provided below and return the original and six copies to my office.

Sincerely yours,



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

ACKNOWLEDGED:

BY James P. Grant

TYPED NAME James P. Grant

TITLE President

DATE August 5, 1975

**ORIGINAL**

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*12 James P. Grant*  
*Overseas Development Council*  
*Washington, D.C.*

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

Mr. James P. Grant  
President  
Overseas Development Council  
1717 Massachusetts Avenue, N. W.  
Washington, D. C. 20036

NOV 27 1974

Subject: Grant No. AID/pha-G-1077

Dear Mr. Grant:

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 Overseas Development Council (hereinafter referred to as "ODC" or "Grantee") the sum of \$ 146,250 to provide support for a program of conducting workshops 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 activities during the period as set forth in the Budget (Attachment A, Program Description).

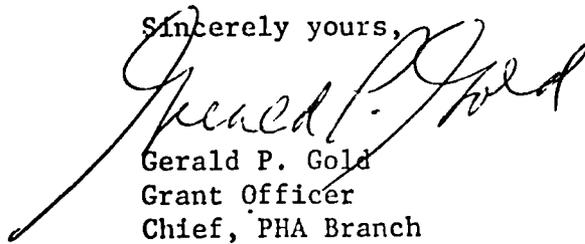
This Grant is made to the Overseas Development Council on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Program

Description," Attachment B entitled "Standard Provisions," and Attachment D entitled "Special Provisions", which have been agreed to by your organization.

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

Attachments:

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

ACCEPTED:

OVERSEAS DEVELOPMENT COUNCIL

BY: James P. Grant  
 TITLE: President  
 PRINTED NAME: James P. Grant  
 DATE: 11/27/74

FUNDS OBLIGATED	
Approp. No.	72-11X1027
Allot. No.	427-32-079-00-76-51
Obl. No.	3255010-Obj. Cl. 259
Amount	\$ 146,250.00
Proj. No.	932-13-950-051
BM/CSD	
By	JH Lindsay
Date	11-27-74

PROGRAM DESCRIPTION

A. Purpose of Grant

The purpose of this Grant is to enable the Grantee to provide support for the planning, conducting, analyzing, reporting on and following up a series of workshops and other exchanges of ideas for private, voluntary organizations (PVOs).

B. Specific Objectives

The specific objective of this Grant is to enhance the capacity of PVOs active in overseas relief, development, and related fields to contribute to an accelerated improvement of the quality of life of the most disadvantaged segments of LDCs, particularly the rural poor.

C. Implementation

To achieve the above objective, the Grantee shall carry out the following activities with funds provided by this Grant:

1. ODC will take the lead in organizing and coordinating a program involving workshops and exchanges of ideas designed to encourage and assist PVOs to actualize their great potential for reaching the poorest majority in the LDCs by improving their forward planning, implementation and evaluation of development assistance programs.

Specifically, ODC will act as the principal agent in developing and coordinating five workshops in the Washington area and elsewhere in the U.S. for technical level operators, to focus on improvement of forward planning capabilities and the operation of development assistance programs highlighting the new initiatives and emphases of the Foreign Assistance legislation.

2. Subsequent to the preliminary planning and strategy phase, the technical workshops will be conducted beginning December 1974. Planning for the workshops includes two on the East Coast, one each on the West Coast and in the Mid-West, and one bringing back selected PVO people for a review of accomplishments. Participation in the workshops will consist of PVO representatives concerned with rural development, the Overseas Development Council, A.I.D., the Advisory Committee on Voluntary Foreign Aid, the Council on Foundations, and LDC representatives. The total individuals participating in each workshop will be approximately 100.

3. Participants are to be PVO technical people from functional areas such as Food and Nutrition, Health and Population, and Education and Human Resources Development. The thrust of the workshops should be directed at both conceptual and practical levels. Because of the financial constraints within which many agencies function, some attention may be

given to the area of improved management. ODC will provide papers to serve as the basis for discussions of the functional areas. The papers will be prepared by experts chosen by ODC and should define the chief problems in the functional areas, discuss conceptual issues involved and alternative strategies for addressing them and indicate what has been done to ameliorate conditions in the functional areas by AID and the voluntary organizations, and suggest in what ways the performance of PVOs can be augmented. AID will also prepare a paper on its views on development.

4. Further topics of discussion will include an assessment of the present situation in the LDCs, the key role of the PVOs in effective improvement of conditions, necessity for longer-range and more systematic planning by PVOs public/private partnership, areas of development priority and emphasis, and the kinds of development projects needed to reach the poorest majority in a manner to produce sustained change.

D. Reporting

The Grantee shall submit a report by April 30, 1975 to the Office of Private and Voluntary Cooperation, A.I.D., describing the results of the initial series of workshops. A final report describing the results of the remaining workshops as well as summarizing the overall results of the Grant activities should be submitted to the same office and the Grant Officer by December 31, 1975.

E. Budget (For the Period 9/1/74 through 9/30/75)

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

1. Salaries and Benefits (O.D.C. Staff)	\$ 60,600
2. Consultant Fees/Expenses	
a. MacCracken (30 days)	6,200
b. Sommer (expenses)	
3. Resource Participants	3,800
4. LDC participants.	4,000
5. Travel and expenses	20,100
6. Task Force Meetings	500
7. Workshop/Symposium site costs	15,000
8. Other Direct Costs (Supplies, postage, telephone, publications; duplicating, etc)	6,800
9. Indirect Costs	<u>29,250</u>
Total Amount \$	<u><u>146,250</u></u>

The Grantee may not exceed the total amount of the Budget. Adjustments among the line items are unrestricted.

STANDARD PROVISIONS

1. 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.

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

The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the grant. The Grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives (1) until the expiration of three years

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

3. Refunds (Oct. 1974)

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

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

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

4. Equal Opportunity Employment (Oct. 1974)

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

5. Termination (Oct. 1974)

This Grant may be terminated at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith take immediate action

to minimize all expenditures and obligations financed by this Grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within thirty (30) calendar days after the effective date of such termination repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Grantor to the Grantee prior to the effective date of this termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Grantor within (90) calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in the Grant, the Grant Officer shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

6. Officials Not to Benefit (Oct. 1974)

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Grant if made with a corporation for its general benefit.

7. 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.

8. Nonliability (Oct. 1974)

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

9. 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.

10. 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.

11. Travel and Transportation (Oct. 1974)

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

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

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

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

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

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

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

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

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

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

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

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

12. Ineligible Countries (Oct. 1974)

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

13. 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.

14. Publications (Oct. 1974)

(1) 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 acknowledgement prior to publication.

(2) The Grantee shall provide the Project Manager with one copy of all published works developed under the Grant. The Grantee shall provide the Project Manager with lists of other written work produced under the Grant.

(3) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

(4) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate,

disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so.

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

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

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

Grantee may permit a subgrantee (or the Grantee on his behalf) to procure commodities already in its country (with the exception of contraceptives, drug products, pharmaceuticals, and

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

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

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

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

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

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

899.

AID Geographic Codes are defined in AIDPR 7-6.5201.1.

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

(5) All international air shipments made by the Grantee, to be financed hereunder, shall be made on U.S. flag carriers unless shipment would, in the judgment of the Grantee, be delayed an unreasonable

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

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

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To permit AID, in accordance with the Small Business Provisions in the Mutual Security Act, to give United States Small Business firms an opportunity to participate in supplying commodities and services procured under this Grant, the Grantee, shall, to the maximum extent possible, provide the following information to the Office of Small Business, AID, Washington, D. C. 20523 at least 45 days prior to placing any order or contract in excess of Five Thousand (\$5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

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

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

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16. 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.

17. Negotiated Overhead Rates (Oct. 1974)

Pursuant to the provisions of this clause set forth below 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 for the initial period beginning September 1, 1974 and ending September 30, 1975, provisional payments on account of allowable indirect costs shall be made at the rate or rates of 25%, applied to total direct costs.

(1) The Grantee, as soon as possible but not later than ninety (90) days after the close of each of his accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Support Division, Office of Contract Management, AID, Washington, D.C. and to the Office of the Auditor General, AID, Washington, D.C., a proposed final rate or rates 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.

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(2) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 (Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this Grant.

(3) 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 rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

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

18. Notices (Oct. 1974)

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

To the cognizant AID Grant Officer

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

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/CSD, AID, Washington, D.C. 20523 Voucher Form SF 1034 (original) and SF 1034-A, three copies, each voucher identified by the appropriate grant number, in the amount of estimated cash needs for the following month. The voucher shall be supported by an original and two copies of a report rendered as follows:

Amount of Grant	\$ xxx
Expended to date	\$ xxx
Expended this period (By Line Item)	\$ xxx
1.	\$ xxx
2.	\$ xxx
3.	\$ xxx
Advances outstanding to subgrantees (if any)	\$ xxx
Anticipated expenditures next month (dates)	\$ xxx
Cash received to date	\$ xxx
Cash required next month	\$ xxx

The report shall include a certification as follows:

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

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE : \_\_\_\_\_

SPECIAL PROVISIONS

1. Grantee's Accounting System

For the purposes of this grant, the Grantee has agreed to establish an accounting system which will accumulate and segregate costs hereunder in a manner acceptable to A.I.D. A.I.D. will, within ninety (90) days from the signature of this Grant by the A.I.D. Grant Officer, review the operation of the system to ascertain its acceptability. The lack of an adequate system at the time of said review may be considered grounds for the termination of this grant by A.I.D.

ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR  
INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI  
OF THE CIVIL RIGHTS ACT OF 1964

Overseas Development Council (hereinafter called the "Grantee")  
(Name of Grantee)

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Agency for International Development (22 CFR Part 209, 30 FR 317) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under and program or activity for which the Grantee receives Federal financial assistance from the Agency; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Agency, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

Overseas Development Council  
(Grantee)

BY(Signature) James P. Grant  
TYPED NAME James P. Grant

TITLE President  
DATE 11/27/74