

CONTRACT/AGREEMENT  
DATA SHEET

I.M. SER. CM, SD, SS  
Action Monitor:

2. Date PIO/T Received:

1 / 1

PART ONE: COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement Number: <u>ASHA-1212-6 SS-2013-001</u>		5. Date PIO/T Received: <u>AUG 11 1983</u>	
4. Contractor/Recipient Name: <u>Amer Friends of IS System</u>		6. Organization Symbol: <u>FVA/ASHA</u>	
8. Project Title: <u>BUYSTOWN</u>		7. Project Officer's Name: <u>Lee Knutson</u>	
9. Requisitioning Document ID No: <u>ASHA-295</u>		19. Budget Plan Code: <u>N/A</u>	
10. TYPE OF ACTION: A. New Acquisition/Assistance <input checked="" type="checkbox"/> <b>A</b> B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		20. Country or Region of Performance: <u>Israel</u>	
11. Amount of this PIO/T: U.S. \$ <u>N/A</u>		21. Total Estimated Cost of the Contractual Document: U.S. \$ <u>250,000</u>	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <u>250,000</u>		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <u>N/A</u>	
13. Cumulative Obligation: U.S. \$ <u>250,000</u>		23. Effective Date of this Action: <u>7/29/83</u>	
14. This Action Funded Through: <u>12/31/84</u>		24. Estimated Completion/Expiration Date: <u>12/31/84</u>	
15. Date Contractual Documents Signed by AID Official: <u>7/29/83</u>		25. Contractor DUNS Number: <u>/</u>	
16. Incrementally Funded Contract: <u>/</u>		26. Consultant Type Award: <u>/</u>	
17. Host Country/Counterpart Inst.: (Univ. Contracts) <u>/</u>		27. Number of Person Months: (PASA/RSSA only) <u>/</u>	
18. Campus Coordinator: (Univ. Contracts) <u>/</u>		28. Number of Persons: (PASA/RSSA only) <u>/</u>	
29. Negotiator's Typed Name: <u>/</u>		30. Negotiator's Signature: <u>/</u>	
31. Date Signed: <u>1/1</u>		32. Contract/Grant Officer's Organization Symbol: <u>FVA/ASHA</u>	
33. Contract/Grant Officer's Signature: <u>Lee Knutson BY B.C.V.</u>		34. Date Signed: <u>8/18/83</u>	

PART TWO: COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <input checked="" type="checkbox"/> <b>D</b> B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) C. IQC & Requirements Contracts D. Other		37. SUBJECT TO STATUTORY REQUIREMENT: A. Walsh-Healey Act, Manufacturer* <input type="checkbox"/> B. Walsh-Healey Act, Regular Dealer* <input type="checkbox"/> C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers) D. Davis-Bacon Act (Construction) E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts) * Equipment, Supplies, Materials, and Commodities	
36. ADVANCE: A. No Advance <input checked="" type="checkbox"/> <b>A</b> B. Advance Non-FRLC C. Advance FRLC		38. Country of Manufacture: _____ (Specify)	

STAT 5-2000  
AUG 21 1983  
ENTERED

<b>39. CURRENCY INDICATOR:</b> <input type="radio"/> A. U.S. Dollar <input type="radio"/> B. Local Currency <input type="radio"/> C. Combination <input type="radio"/> D. Unfunded	<input type="checkbox"/> A	<b>40. SUBCONTRACTS:</b> Is There a Provision for a Subcontract? (Contracts only)	<b>45. LABOR SURPLUS AREA PREFERENCE:</b> <input checked="" type="radio"/> Labor Surplus Area <input type="radio"/> A. No Preference <input type="radio"/> B. Tie Bid Preference <input type="radio"/> C. Total Set Aside <input type="radio"/> D. Not a Labor Surplus Area Preference Award	<input type="checkbox"/> D	
<b>41. TYPE SERVICE:</b> <input type="radio"/> A. Training of Participants <input type="radio"/> B. Technical Assistance to Host Country (Program, Project related except A&E Services) <input type="radio"/> C. A&E Services <input type="radio"/> D. Construction <input type="radio"/> E. Research <input type="radio"/> F. Technical Services to AID (other than training; usually operating expense) <input type="radio"/> G. Training Service for AID <input type="radio"/> H. Equipment, Materials, Supplies, Commodities <input type="radio"/> I. Translation Service	<input type="checkbox"/> H	<b>42. CONTRACT/AGREEMENT SOURCE:</b> <input type="radio"/> A. U.S. Contractor/Grantee <input type="radio"/> B. Non U.S. Contractor/Grantee <input type="radio"/> C. Combination of A & B	<b>46. Number of Bidders Offering Items or Services of Foreign Content:</b>	<input type="checkbox"/> D	
<b>43. SELECTION PROCEDURES:</b> <input type="radio"/> A. Formally Advertised <input type="radio"/> B. Negotiated Price Competition, General Procedure <input type="radio"/> C. A&E <input type="radio"/> D. Ed. Inst. and/or Int'l. Research <input type="radio"/> E. Collaborative Assistance <input type="radio"/> F. Predominant Capability <input type="radio"/> G. Unsolicited Proposal <input type="radio"/> H. Procurement to be Performed by the Contractor in Person <input type="radio"/> I. Sole Source <input type="radio"/> J. Impairment of Foreign Policy Objectives <input type="radio"/> K. 8(a) Selection <input checked="" type="radio"/> Grant/Cooperative Agreement <input type="radio"/> L. Competitive <input type="radio"/> M. Non Competitive <input type="radio"/> N. Small Business Set Aside <input type="radio"/> O. Overseas Procuring Activities <input type="radio"/> P. Institution Building/Strengthening	<input type="checkbox"/> H	<b>44. TYPE OF AMERICAN OWNERSHIP:</b> <input checked="" type="radio"/> Minority <input type="radio"/> A. Asian/Pacific Islander <input type="radio"/> B. Black American <input type="radio"/> C. American Aleuts or Eskimos <input type="radio"/> D. American Indian <input type="radio"/> E. Hispanic <input type="radio"/> F. Other (Specify) _____ <input type="radio"/> G. Non-Minority	<b>47. TYPE OF BUSINESS:</b> <input type="radio"/> A. Source: Non-U.S. and Used Outside U.S. & Possessions <input type="radio"/> B. Source: Non U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q) <input type="radio"/> C. Firm - Profit Making <input checked="" type="radio"/> Non-Profit Organizations <input type="radio"/> D. Private Educational Organizations <input type="radio"/> E. Hospitals <input type="radio"/> F. Research Institutions, Foundations, and Laboratories <input type="radio"/> G. Other <input checked="" type="radio"/> Private Voluntary Organizations <input type="radio"/> H. U.S. Registered <input type="radio"/> I. U.S. Non-Registered <input type="radio"/> J. Foreign <input checked="" type="radio"/> State/Local Government <input type="radio"/> K. Educational Institutions <input type="radio"/> L. Hospitals <input type="radio"/> M. Research Organizations <input type="radio"/> N. Other <input type="radio"/> O. International Agricultural Research Organizations <input type="radio"/> P. Public International Organizations <input type="radio"/> Q. U.S. Cooperatives	<input type="checkbox"/> D	
<b>44. TYPE OF AMERICAN OWNERSHIP:</b> <input checked="" type="radio"/> Minority <input type="radio"/> A. Asian/Pacific Islander <input type="radio"/> B. Black American <input type="radio"/> C. American Aleuts or Eskimos <input type="radio"/> D. American Indian <input type="radio"/> E. Hispanic <input type="radio"/> F. Other (Specify) _____ <input type="radio"/> G. Non-Minority	<input type="checkbox"/> G	<b>44. TYPE OF AMERICAN OWNERSHIP:</b> <input checked="" type="radio"/> Minority <input type="radio"/> A. Asian/Pacific Islander <input type="radio"/> B. Black American <input type="radio"/> C. American Aleuts or Eskimos <input type="radio"/> D. American Indian <input type="radio"/> E. Hispanic <input type="radio"/> F. Other (Specify) _____ <input type="radio"/> G. Non-Minority	<input type="checkbox"/> G	<b>48. Women Owned Business?</b>	<input type="checkbox"/> G
<b>44. TYPE OF AMERICAN OWNERSHIP:</b> <input checked="" type="radio"/> Minority <input type="radio"/> A. Asian/Pacific Islander <input type="radio"/> B. Black American <input type="radio"/> C. American Aleuts or Eskimos <input type="radio"/> D. American Indian <input type="radio"/> E. Hispanic <input type="radio"/> F. Other (Specify) _____ <input type="radio"/> G. Non-Minority	<input type="checkbox"/> G	<b>44. TYPE OF AMERICAN OWNERSHIP:</b> <input checked="" type="radio"/> Minority <input type="radio"/> A. Asian/Pacific Islander <input type="radio"/> B. Black American <input type="radio"/> C. American Aleuts or Eskimos <input type="radio"/> D. American Indian <input type="radio"/> E. Hispanic <input type="radio"/> F. Other (Specify) _____ <input type="radio"/> G. Non-Minority	<input type="checkbox"/> G	<b>49. TYPE AWARD:</b> <input checked="" type="radio"/> Small Business <input type="radio"/> A. Not Set Aside <input type="radio"/> B. Partial Set Aside <input type="radio"/> C. Total Set Aside <input type="radio"/> D. Personal Service Contract <input type="radio"/> E. Individual Non-Personal Service Contract <input type="radio"/> F. U.S. Government <input type="radio"/> G. University <input type="radio"/> H. Other Non-Profit Organizations <input type="radio"/> I. Large Businesses	<input type="checkbox"/> H

AUG 12 1983

GRANT  
BY THE  
UNITED STATES OF AMERICA  
TO  
AMERICAN FRIENDS OF BOYS TOWN JERUSALEM, INC.  
FOR  
BOYS TOWN JERUSALEM, ISRAEL

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D."), hereby makes a grant of Two Hundred Fifty Thousand Dollars (\$250,000) to the American Friends of Boys Town Jerusalem, Inc. (hereinafter referred to as "Grantee") to be used solely for the benefit of the Boys Town Jerusalem located in Jerusalem, Israel, in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: (3) Procurement of Commodities, (5a) Disbursement Procedures for Actual and Accrued Expenses, and (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of this grant and ending December 31, 1984.

Agency for International Development

By

*David A. Santos*

Director, Office of American Schools and Hospitals Abroad

Date

JUL 29 1983

This grant is hereby accepted under the terms and conditions and for the purposes set forth in the Appendices attached hereto.

American Friends of Boys Town  
Jerusalem, Inc.  
22 W 38th Street  
New York, New York 10018

By

*Alexander G. ...*

Title

*President*

*Alexander G. ...*

*Legal Counsel*

HSH-1312-G-SS-3013-00  
Grant No. AID/asha 295

Project No. 938-1312-3835012

Allotment No. 394-38-099-00-84-31

Appropriation No. 72-1131013

APPENDIX A

SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

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

2. Grantee, a non-profit corporation organized and existing under the laws of the State of New York, established Boys Town Jerusalem (BTJ) in Israel in 1949. Boys Town provides academic and vocational training for over 1,300 students from disadvantaged families throughout Israel. The objective is to graduate students who will be economically independent and who have technical skills that are in demand in an increasingly technocratic society. These include electronics, computer science, engineering, woodcraft and design. American texts and equipment are used and English, which is taught as a second language, is required for a number of course offerings.

3. Last year, A.I.D. financed approximately one-third the cost of constructing an Institute of Practical Engineering which will provide electrical and mechanical engineer courses equivalent to the junior college level.

4. For Fiscal Year 1983, Grantee has requested assistance to procure equipment for the new institute which is presently under construction. A.I.D. has determined that \$250,000 should be provided on a matching basis for this purpose.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A.I.D. in writing, the \$250,000 provided by this grant shall be used only for the following:

Procurement of technical and non-technical equipment for use in the Institute of Practical Engineering. Prior to any disbursement of funds, Grantee shall submit to A.I.D. a list specifying the equipment to be procured including the quantity and estimated costs. Costs of commodity related services such as shipping, insurance, and installation are allowable under the grant.

ARTICLE III - OTHER SPECIAL PROVISIONS

Matching Grant Funds

Grantee is responsible for matching the \$250,000 provided by this grant within ninety days of receipt of final disbursement, by which time Grantee shall certify to A.I.D. in writing that an additional \$250,000 has been raised from sources other than the Government of the United States.

Prohibition on Foreign Taxes

Funds provided by this grant shall not be used to pay any value added tax, import tax or duty on commodities imported to Israel for this project.

## PROCUREMENT OF COMMODITIES

Paragraphs A through H apply to procurement of commodities and commodity related services by the Grantee and any Grantee procurement agent. When A.I.D. is financing a fixed or unit price contract of the Grantee for construction services, paragraphs A and B, but not paragraphs C through H, will apply.

### A. Place of Procurement

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

#### 1. Procurement in the United States

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

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

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

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

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

### B. U.S. Carriers

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

C. Quotations and Bids

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

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

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

D. Proprietary Procurement

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

E. Notification to A.I.D.

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

- 3 -

kinds of action shall be included in Grantee's records and furnished to A.I.D. when the procurement is undertaken.

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

For commodities costing \$25,000 or more to be procured from the United States, Grantee shall prepare and submit to A.I.D. notice(s) of prospective procurement for publication in the A.I.D. Export Opportunities Bulletin. Each notice shall (1) describe generically the commodities to be procured, (2) provide an address in the United States where more detailed information may be obtained by interested parties, and (3) state that procurement will begin 45 days (or such later date as Grantee may desire) after publication of notice.

G. Marking Requirements

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

H. Procurement Documentation

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

## DISBURSEMENT PROCEDURES

### Disbursement for Actual and Accrued Expenses

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

#### A. Disbursement Terms

##### 1. Disbursement for Actual and Accrued Costs

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

##### 2. Accrued Costs

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

-2-

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

### 3. Conversion of Dollars to Local Currency

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

### 4. Restriction on Interest

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

5. Records of Grant Financed Expenditures

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

B. Method of Disbursement

1. Requesting Payment

To obtain disbursement for authorized expenditures, the Grantee or his authorized agent shall request payment, typically not more frequently than once each month, from the A.I.D. Mission Controller or, if there is no A.I.D. Mission in the country where Grantee's institution is located, from the American Embassy. Requests for payment shall include the documentation (voucher, expenditure report and certification) set forth below.

2. All payments under this grant shall be deposited by the Grantee in a Special Bank Account separate from the Grantee's general or other funds. A separate account number shall be assigned by the Grantee for operation of this grant, and all requests and disbursements shall be recorded thereunder by the Grantee in such manner that it will be possible to ascertain the nature of the withdrawal and the balance of the account at any time. The records thereof shall be preserved and be subject to inspection and audit in accordance with applicable provisions of this grant.

3. Voucher

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

4. Expenditure Report

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

Expenditure Report

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

5. Certification

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

6. Final Payment

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

7. Additional Documentation

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

QUARTERLY REPORT OF GRANT EXPENDITURES \*

Grant No. \_\_\_\_\_

Total Grant Amount \_\_\_\_\_

Report Period \_\_\_\_\_  
(month & year)

DESCRIPTION	REPORTING	TOTAL GRANT EXPENDITURES (Cumulative)
Construction		
Equipment and Supplies		
Scholarships		
Other (salaries, allowances, travel, etc.)		
Total		

\* Two copies of this report shall be submitted within 15 days following the end of each quarter of the calendar year until the (1) expiration date of the grant, (2) expenditure of grant funds, or (3) termination of the grant, whichever is earliest.

Reports should include expenditures whether they have been reimbursed by A.I.D. or not. If your grant is expressed in a foreign currency, please report expenditures in both the foreign currency and the U.S. dollar equivalent, noting the exchange rate used.

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

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

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

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

1. Quarterly Report of Grant Expenditures\*

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

2. Quarterly Progress Report on Capital Improvements

If the Special Provisions of this Grant (Appendix A) provide

\* Standard Form 269 acceptable for submission of Quarterly Report which is due even if no grant disbursements were made during the quarter.

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

a) Construction Progress

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

b) Commodity Procurement

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

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

### 3. Annual Institutional Report

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

#### B. Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principles, covering financial details applicable to this grant. A.I.D. and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of

account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by A.I.D.

C. Reimbursement to A.I.D.

a) In the case of any disbursement which is not supported by valid documentation in accordance with this agreement, or which is not made or used in accordance with this agreement, or which was for goods or services not used in accordance with this agreement, A.I.D., notwithstanding the availability or exercise of any other remedies under this agreement, may require the Grantee to refund the amount of such disbursement in U.S. Dollars to A.I.D. within sixty (60) days after receipt of a request therefor.

b) If the failure of Grantee to comply with any of its obligations under this agreement has the result that goods or services financed under the grant are not used effectively in accordance with this agreement, A.I.D. may require the Grantee to refund all or any part of the amount of the disbursements under this agreement for such goods or services in U.S. Dollars to A.I.D. within sixty days after receipt of a request therefor.

c) The right under subsection (a) or (b) to require a refund of a disbursement will continue, notwithstanding any other provision of this agreement, for three years from the date of the last disbursement under this agreement.

d) (1) Any refund under subsection (a) or (b), or (2) any refund to A.I.D. from a contractor, supplier, bank or other

third party with respect to goods or services financed under the grant, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (A) be made available first for the cost of goods and services required for the project, to the extent justified, and (B) the remainder, if any, will be applied to reduce the amount of the grant.

D. Non-Liability

A.I.D. disclaims all liability with respect to any claims arising out of or connected with activities supported by this grant.

E. Equal Opportunity

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

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

F. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this grant upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, A.I.D. shall have the

right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

G. Officials Not to Benefit

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

H. Termination

A.I.D. may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has made in accordance with the provisions of this grant. Grantee shall refund to A.I.D. any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A.I.D. within ninety (90) days after the termination of this grant. In addition, upon such termination A.I.D. may, at A.I.D.'s expense, direct that title to goods financed under the grant be transferred to A.I.D. if the goods are from a source outside the country in which Grantee's institution is located, are in a deliverable state and have not been offloaded in ports of entry of the country in which Grantee's institution is located.

## I. Notices

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

### To A. I. D.

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

### To Grantee

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

## J. Subordinate Agreements

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 A.I.D. if they will be funded hereunder and if A.I.D. so notifies the Grantee in writing that it desires to exercise this right. 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.

K. Title to and Use of Property

(a) Title to all property financed under this grant shall vest in the Grantee or the beneficiary institution.

(b) The Grantee agrees to use and maintain the property for the purpose of the grant in accordance with the requirement of this agreement, for the extent of its useful life, unless A.I.D. shall agree otherwise in writing.