

PD-FBI-603

CONTRACT AMENDMENT

CONTRACT/AGREEMENT DATA SHEET

A 4195

1.M/SER/CM/SD/SS Action Monitor: KK

2. Date PIO/T Received: 06 / 14 / 83

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

3. Contract/Agreement Number: AID/DSAN/XII-G-0237 Mod. 3 Recd. for Vali. 6/27/83

4. Contractor/Recipient Name: University of Maryland, Eastern Shore 5. Organization Symbol:

6. Project Title: Minority Institution Title XII University Strengthening Grant

7. Project Officer's Name: B H Masters 8. Organization Symbol: S&T/RUR

9. Requisitioning Document ID No: 931-1282-3631536 19. Budget DDAA 83-13600-AG11 Plan Code: 72-1131021.3 343-36-099-00-20-31

10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award [B] 20. Country or Region of Performance: Worldwide

11. Amount of this PIO/T: U.S. \$ 83,424 (increase) 21. Total Estimated Cost of the Contractual Document: U.S. \$ 500,000

12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 83,424 22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ -

13. Cumulative Obligation: U.S. \$ 339,694 23. Effective Date of this Action: 6/27/83

14. This Action Funded Through: 6/30/84 24. Estimated Completion/Expiration Date: 6/1/85

15. Date Contractual Documents Signed by AID Official: 6/27/83 25. Contractor DUNS Number:

16. Incrementally Funded Contract: Grant Yes 26. Consultant Type Award:

17. Host Country/Counterpart Inst.: (Univ. Contracts) 27. Number of Person Months: (PASA/RSSA only)

18. Campus Coordinator: (Univ. Contracts) 28. Number of Persons: (PASA/RSSA only)

29. Negotiator's Typed Name: Frame 30. Negotiator's Signature: Frame 31. Date Signed: 6/27/83

32. Contract/Grant Officer's Organization Symbol: COD/AN 33. Contract/Grant Officer's Signature: [Signature] 34. Date Signed: 6/27/83

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

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) 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* B. Walsh-Healey Act, Regular Dealer* 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 B. Advance Non-FRLC C. Advance FRLC [] 38. Country of Manufacture: 6/31/83

DAN-1262-5 5/18 6/27/83

STAT Section JUL 05 1983 ENTERED

SEP 6 1983

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

JEF

27 JUN 1983

Dr. William P. Hytche
Chancellor
University of Maryland -
Eastern Shore
Princess Anne, Maryland 21853

ORIGINAL

Subject: Amendment No. 3
Title XII Strengthening Grant
(Non-matching)
AID/DSAN-XII-G-0237

Dear Dr. Hytche:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Section 297 of Title XII thereof, the subject grant is hereby amended as follows:

1. COVER PAGE
Delete AID's obligated amount of "\$256,270" and substitute in lieu thereof "\$339,694."
2. ARTICLE V - FUNDS OBLIGATED AND ESTIMATED COSTS
 - a) Delete AID's obligated amount of "\$256,270" and substitute in lieu thereof the amount "\$339,694."
 - b) Delete the funding period ending date "June 30, 1983" and substitute in lieu thereof the date June 30, 1984."
3. ARTICLE VII - STANDARD PROVISIONS

The following alterations have been made in the provisions of this grant:

a) Delete the applicability statement in Standard Provision 16, Voluntary Participation, and substitute the following therefor:

"(This provision is applicable to all grants involving any aspect of family planning or population assistance activities.)"

b) Delete the applicability statement in Standard Provision 17, Prohibition on Abortion-Related Activities, and substitute the following therefor:

"(This provision is applicable to all grants involving any aspect of family planning or population activities.)"

ORIGINAL

PREVALIDATED ON PAGE 3

3

c) Add the following to the last line of paragraph (a) of Standard Provision 17: "; (5) lobbying for abortion."

d) Delete paragraph (b) of Standard Provision 17 and substitute the following therefor:

"(b) No funds made available under this Grant will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortion is not precluded.

(c) The Grantee shall insert paragraphs (a), (b), and (c) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder."

e) Delete Paragraph (c) of Standard Provision 10A entitled "Procurement of Goods and Services Under "\$250,000" and substitute the following therefore:

"(c) Geographic Source and Order of Preference

All goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursed under this grant, and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

- (1) The United States (AID Geographic Code 000),
- (2) The cooperating country
- (3) "Selected Free World" countries (AID Geographic Code 941),
- (4) "Special Free World" countries (AID Geographic Code 935)."

f) Add Standard Provision No. 37 entitled "PATENT RIGHTS (Small Business Firms and Nonprofit Organizations)" which is attached hereto and made a part hereof.

Except as expressly hereby amended, the terms and conditions of the subject grant remain unchanged.

Please sign the original and six (6) copies of this amendment, and return the original and five (5) copies to the undersigned. Please return all copies marked "Funds Available."

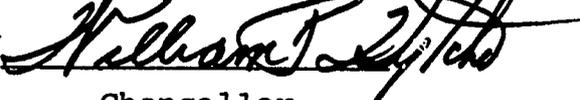
Sincerely yours,



Jean M. Hacken(Acting)
Grant Officer
Agriculture/Nutrition Branch
Central Operations Division
Office of Contract Management

ACCEPTED BY:

UNIVERSITY OF MARYLAND - EASTERN SHORE

BY 

TITLE Chancellor

DATE: July 13, 1983

Funding Data for this Amendment

PIO/T No. 3631536
Amount Obligated: \$83,424
Project No.: 931-1282
Appropriation No.: 72-1131021.3
Allotment No.: DDAA-83-13600-AG11
AID's Total Estimated Cost: \$500,000
Total Obligation: \$339,694

0124190
FUNDS AVAILABLE

JUN 28 1983

Burleson

Program Acct'g. Division
OFFICE OF FINANCIAL MANAGEMENT

**PATENT RIGHTS (Small Business Firms and
Nonprofit Organizations) (March 1982)
(OMB Circular A-124)**

a. Definitions

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) "Subject Invention" means any invention of the grantee conceived or first actually reduced to practice in the performance of work under this grant.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a small business concern as defined at Section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)) or any nonprofit scientific or education organization qualified under a state nonprofit organization statute.

b. Allocation of Principal Rights

The grantee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this provision and 35 U.S.C. 203. With respect to any subject invention in which the grantee retains title, the Federal Government shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or

have practiced for or on behalf of the United States the subject invention throughout the world. This license will include the right of the Agency for International Development (AID), with respect to any existing or future international agreement entered into under the Foreign Assistance Act of 1961, as amended, to sublicense any foreign government or public international organization in accordance with the terms of any such international agreement.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Grantee

(1) The grantee will disclose each subject invention to AID within two months after the inventor discloses it in writing to grantee personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the grant under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operations, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if no, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID, the grantee will promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the grantee.

(2) The grantee will elect in writing whether or not to retain title to any such invention by notifying AID within twelve months of disclosure to the grantee; provided that in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by AID to a date that is no more than 60 days prior to the end of the statutory period.

(3) The grantee will file its initial patent application on an elected invention within two years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The grantee will file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to AID, election, and filing may, at the discretion of AID, be granted.

(3) Before revocation or modification of the license, AID will furnish the grantee a written notice of its intention to revoke or modify the license, and the grantee will be allowed thirty days (or such other time as may be authorized by AID for good cause shown by the grantee) after the notice to show cause why the license should not be revoked or modified. The grantee has the right to appeal, in accordance with applicable regulations in the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Grantee Action to Protect the Government's Interest

(1) The grantee agrees to execute or to have executed and promptly deliver to AID all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the grantee elects to retain title, and (ii) convey title to AID when requested under paragraph d. of this provision, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The grantee agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the grantee each subject invention made under grant in order that the grantee can comply with the disclosure provisions of paragraph c. of this provision, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by c.(1) of this provision. The grantee shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The grantee will notify AID of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The grantee agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the grant) awarded by AID. The Government has certain rights in this invention."

d. Conditions When the Government May Obtain Title

(1) The grantee will convey to AID, upon written request, title to any subject invention:

(i) If the grantee fails to disclose or elect the subject invention within the times specified in paragraph c. of this provision, or elects not to retain title.

(ii) In those countries in which the grantee fails to file patent applications within the times specified in paragraph c. of this provision; provided, however, that if the grantee has filed a patent application in a country after the times specified in c. of this provision, but prior to its receipt of the written request of AID, the grantee shall continue to retain title in that country.

(iii) In any country in which the grantee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Grantee

(1) The grantee will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the grantee fails to disclose the subject invention within the times specified in paragraph c. of this provision. The grantee's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the grantee is a party and includes the right to grant sublicenses of the same scope to the extent the grantee was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of AID except when transferred to the successor of that party of the grantee's business to which the invention pertains.

(2) The grantee's domestic license may be revoked or modified by AID to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations. This license will not be revoked in that field of use or the geographical areas in which the grantee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of AID to the extent the grantee, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

invention in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by AID upon a showing by the grantee or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights

The grantee agrees that with respect to any subject invention in which it has acquired title, AID has the right in accordance with the procedures in OMB Circular A-124 and Appendix 4C, provision 28, Patents, Handbook 13 to require the grantee, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the grantee assignee, or exclusive licensee refuses such a request, AID has the right to grant such a license itself if AID determines that:

(1) Such action is necessary because the grantee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the grantee, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the grantee, assignees, or licensees; or

(4) Such action is necessary because the agreement required by paragraph 1 of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Grants with Non-profit Organizations

If the grantee is a non-profit organization, it agrees that:

g. Subcontracts and Subgrants

(1) The grantee will include this provision suitably modified to identify the parties, in all subcontracts and subgrants, regardless of tier, for experimental developmental or research work to be performed by a small business firm or nonprofit organization. The subcontractor or subgrantee will retain all rights provided for the grantee in this provision, and the grantee will not, as part of the consideration for awarding the subcontract or subgrant, obtain rights in the subcontractor's or subgrantee's subject inventions.

(2) With respect to any subcontract or subgrant with a profit making organization, regardless of tier, the clause specified in Sec. 1-9.1 of the Federal Procurement Regulations (41 CFR 1-9.1) shall be used for such subcontracts, and the provision specified in Appendix 4C, provision 28, Patents, of AID Handbook 13 shall be used for such subgrants. With respect to any subcontract or subgrant with any small business firm or nonprofit organization, regardless of tier, this provision's requirements shall apply.

(3) In the case of subcontracts or subgrants, at any tier, when the prime award with AID was a grant (but not a contract), AID, subcontractor or subgrantee, and the grantee agree that the mutual obligations of the parties created by this provision constitute a contract between the subcontractor or subgrantee and AID with respect to those matters covered by this provision.

h. Reporting on Utilization of Subject Inventions

The grantee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the grantee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the grantee, and such other data and information as AID may reasonably specify. The grantee also agrees to provide additional reports as may be requested by AID in connection with any march-in proceeding undertaken by AID in accordance with paragraph j. of this provision. To the extent data or information supplied under this section is considered by the grantee, its licensee or assignee to be privileged and confidential and is so marked, AID agrees that, to the extent permitted by 35 USC 202(c)(5), it will not disclose such information to persons outside the Government.

i. Preference for United States Industry

Notwithstanding any other provision of this provision, the grantee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject

(1) Rights to a subject invention in the United States may not be assigned without the approval of AID, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention provided that such assignee will be subject to the same provisions as the grantee;

(2) The grantee may not grant exclusive licenses under United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:

(1) five years from first commercial sale or use of the invention; or

(ii) eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, AID approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use will not be deemed commercial sale or use as to other fields of use, and a first commercial sale or use with respect to a product of the invention will not be deemed to end the exclusive period to different subsequent products covered by the invention.

(3) The grantee will share royalties collected on subject invention with the inventor; and

(4) The balance of any royalties or income earned by the grantee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education.

1. Communications

Communications concerning this provision shall be addressed to the AID Grant Officer at the address shown on the face of this grant.

AID 1350-1 (10-79)

PIO/T

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES

1. Cooperating Country
Worldwide

2. PIO/T No.
931-1282- *3691536*

3. Original or Amendment No. _____

4. Project/Activity No. and Title
931-1282
Minority Institution Title XII University Strengthening Grant: University of Maryland, Eastern Shore

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DISTRIBUTION

5. Appropriation Symbol
72-1131021.3

6. Allotment Symbol and Charge
DDAA 83-13600-AG11(343-36-099-00-20-31)

7. Obligation Status
 Administrative Reservation Implementing Document

8. Project Assistance Completion Date (Mo., Day, Yr.)

9. Authorized Agent
SER/CM/COD

10. This PIO/T is in full conformance with PRO/AG
N.A. Date _____

11a. Type of Action and Governing AID Handbook
 AID Contract (HB 14) PASA/RSSA (HB 12) AID Grant (HB 13) Other

11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment)
AID/DSAN/XII-G-0237

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)

Maximum AID Financing		(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		A. Dollars		\$83,424	
B. U.S.-Owned Local Currency					

13. Mission References

14a. Instructions to Authorized Agent
SER/CM/COD is authorized to obligate these additional funds in general accordance with the conditions specified within Attachment A to the original PIO/T. The funds now being added are for the purpose of funding the fourth period of performance (7/1/83-6/30/84). The objectives and types of activities to be carried out by the Grantee are set out in Attachment B to the original PIO/T.

14b. Address of Voucher Paying Office

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate
B. H. Masters, S&T/RUR *BM*
Date 6/1/83

Phone No. 225-8029
Date 6/1/83

B. The statement of work lies within the purview of the initiating and approved agency programs
Erven J. Long, S&T/RUR *ESL*
Date 6/1/83

C. _____
Date 6/2/83

Frank Campbell, S&T/PO *FC*

D. Funds for the services requested are available
FUNDS RECEIVED BY
William
6/6/83

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to

Signature _____ Date _____

17. For the Agency for International Development

Signature *Kenneth A. Milow* Date 6/3/83
Kenneth A. Milow
Chief, S&T/PO/PR

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CONTINUATION SHEET	DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT	<input checked="" type="checkbox"/> Worksheet <input type="checkbox"/> Invoice	PAGE <u>2</u> OF <u>2</u> PAGES
	<input type="checkbox"/> PIO/C	1. Cooperating Country Worldwide	
	<input type="checkbox"/> PIO/P	2a. PIO Number 931-1282	2b. Amendment <input checked="" type="checkbox"/> Original OR No. _____
	<input checked="" type="checkbox"/> PIO/T	3. Project Number and Title 931-1282 Minority Institution Title XII University Strengthening Grant: University of Maryland, Eastern Shore	
<input type="checkbox"/> PA/PR			

Indicate block numbers Use this form to complete the information required in any block of a PIO/P, PIO/T, or PA/PR. For PIO/C, furnish the item number, quantity, description, specifications, including catalog stock number and price when available.

<u>Pipeline Analysis</u>		
	Total Obligations to Date	\$256,270
Less:	Total Actual Expenditures Thru 6/30/82	174,694
Less:	Estimated Accrued Expenditures - 7/1/82 - 6/30/83	80,000
	Estimated Pipeline	1,576
	Proposed Budget Amount for Funding Period 7/1/83 - 6/30/84	85,000
Less:	Estimated Pipeline (End of Current Funding Period)	1,576
	Amount Actually required for	83,424

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor **L.B.**

SER/CM/SD/SUP Action Office **COD/AN**

INSTRUCTIONS: AID/W - Complete 4 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy; Copy 2 SER/CM/SD/SUP Administrative Copy; Copy 3 Contracting Officer's Copy; Copy 4 SER/CM/SD/SUP Admin. (Suspense) Copy.
Missions - Complete 2 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy, and Copy 2 will be retained in the Missions.

PART IA.

Contractor/Grantee Name University of Maryland			
PIO/T Number 931-1282-3621272	Appropriation Number 72-1121021.3	Allotment Number 243-36-099-00-20-21	Project Number 931-1282
Project Title Minority Institution Title XII University Strengthening Grant			
Amount of this PIO/T \$80,000 (inc.)	Project Manager's Name and Office Symbol C. Barker, S&T/RUR		Contractor's D-U-N-S Number
Negotiator's Typed Name Frame		Signature <i>[Signature]</i>	Date 14 May 1982
Contract/Grant Officer's Typed Name M. Darwin		Signature <i>[Signature]</i>	Date

PART IB.

Contract/Grant Number AID/DCAN-XII-G-0237	Type Order	Order Number	Amendment/Modification Number 2	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 5/11/82
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PART II.

Effective Date of Document 1 June 1982	Signature Date of Document 16 June 1982	Estimated Completion Date 1 June 1982.5	Contract/Grant funded through (date) 1 June 1983
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$ 80,000	Cumulative Obligation thru this Action \$ 250,270

PART III.

Description of Contract/Grant: Please 'X' ONLY ONE item under each heading. IF OTHER, please specify. (Complete both pages 1 and 2). NOTE: Not to be completed for Amendment or Modification Actions.

Rec'd. for Validation 6/17/82

M03 - TYPE ACTION

- 0. Contract/Grant/Cooperative Agreement
- 1. Task Order (BOA)*
- 2. Work Order (IOC)*
- 3. Delivery Order (Requirements)*
- 4. Purchase Order

*If 1, 2, or 3 have an 'X', complete M12 ONLY.

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc.)
- 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI)
- 2. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF)
- 3. Cooperative Agreement
- 4. Grant - General Support*
- 5. Grant - Specific Support*
- 6. Grant - 211(d)**
- 7. Do Not Use
- 8. IQCs
- 9. Host Country Contract/Grant*

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4 & FPR 1-2.4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.10)
- D. Ed. Inst. and/or Int'l Research (AIDPR 7-4.57)
- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
- I. Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K. 8(a) Selection (FPR 1-1.713-1)
- L. Grant (Handbook 13)
- M. Do Not Use
- N. Cooperative Agreement (Handbook 13)
- O. Small Business Set-Aside (FPR 1-1.706-8)
- P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
- B. Technical Assistance (Program, Project related except A & E Services)
- C. A & E Services
- D. Construction
- E. Research
- F. Technical Services to AID (other than training; usually operating expense)
- G. Training Service for AID
- H. Equipment, Materials, Supplies, Commodities
- I. Translation Service

M07 - TYPE CONTRACTOR/GRANTEE

- A. Firm - All profit-making firms (other than A & E)
- B. A & E Firms

- C. Individual (Non-personal service)
- D. Individual (Personal Service)
- E. University/Other Educational Institutions
- F. Non-Profit Organization, Institutions (other than Ed or PVO)
- G. Private Voluntary Organization (PVO)
- H. International Agricultural Research Organization
- I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (HB 13, Chapter 5)

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large Firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

(Continued on Page 2)

Advance to L. Byram 7/1/82

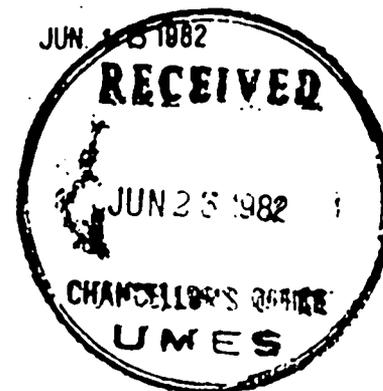
15

JUL 1 1982

ORIGINAL

Dr. William P. Hytche
Chancellor
University of Maryland -
Eastern Shore
Princess Anne, Maryland 21853

Subject: Amendment No. 2
Title XII Strengthening Grant
(Non-matching)
AID/DSAN/XII-G-0237



Dear Dr. Hytche:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Sections 297 and 635 of Title XII thereof, the subject grant is hereby amended as follows:

1. COVER PAGE
Delete AID's obligated amount of "\$176,270" and substitute in lieu thereof "\$256,270."
2. ARTICLE V - FUNDS OBLIGATED AND ESTIMATED COSTS
 - a) Delete AID's obligated amount of "\$176,270" and substitute in lieu thereof the amount "\$256,270."
 - b) Delete the funding period ending date of "June 1, 1982" and substitute in lieu thereof the date June 1, 1983."
 - c) Delete the words "Standard Provision 9" and substitute in lieu thereof "Standard Provision 35."
 - d) Delete the figure "8b" and substitute in lieu thereof "7B."
3. ARTICLE VII - STANDARD PROVISIONS
Delete Article VII entitled "Standard Provisions" (and Attachment B) in its entirety and substitute in lieu thereof a new Article VII - Standard Provisions (and Attachment B) as follows:

ORIGINAL

TERMINATED ON PAGE 6

"ARTICLE VII - STANDARD PROVISIONS

The attached Standard Provisions (Attachment B - AID Form 1420-51, 2-82), unless otherwise changed below, are the Standard Provisions of this Strengthening Grant. They will be included in any sub-agreements made hereunder with U.S. institutions.

The following changes have been made in the Standard Provisions of this Grant;

- a) In Standard Provision 3, entitled "Refunds," delete paragraph (c) and insert in lieu thereof the following:

"(c) If at any time during the life of this Grant, it is determined by AID that funds obligated by AID under this Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall restore an equivalent amount to the Grant account which shall be available for other allowable expenditures under the Grant. Amounts of AID funds disallowed which cannot be allocated to allowable costs at the expiration or termination of this Grant shall be refunded to AID."

- b) Delete Standard Provision 5A entitled "Negotiated Overhead Rates - Predetermined" and Standard Provision 5B entitled "Negotiated Overhead Rates - Educational Institutions" in their entirety.
- c) Delete Standard Provision 7A entitled "Payment - Federal Reserve Letter of Credit (FRLC) Advance" and Standard Provision 7C entitled "Payment - Reimbursement."
- d) The concurrence required in the third line of paragraph (a) of Standard Provision 8, "Travel and Transportation" can be oral, but must be followed as soon as possible by the written confirmation of the cognizant AID Project Officer.
- e) Delete Standard Provision 10B entitled "Procurement of Goods and Services Over \$250,000."
- f) Delete Standard Provisions 13B, entitled "Title to and Care of Property (U.S. Government Title)" and 13C entitled "Title to and Care of Property" (Cooperating Country Title)."
- g) Delete Standard Provision 15 entitled "Termination" and substitute in lieu thereof the following:

"15. TERMINATION AND SUSPENSION

(a) For Cause. This grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

(b) For Convenience. This grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the Grant Officer to the Grantee.

(c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, 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 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by the Government to the Grantee prior to effective date of the 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 Government within 90 calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in this grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

(d) Suspension: Termination for Changed Circumstances. If at any time AID determines (1) that disbursement by AID would be in violation of applicable law, or (2) that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States, then AID may, following notice to the Grantee, suspend this Grant and prohibit the Grantee from incurring additional obligations chargeable to this Grant other than necessary and proper costs in accordance with the terms of this Grant during the period of suspension. If the situation causing the suspension continues to pertain for 60 days or more, then AID may terminate this Grant on written notice to the Grantee and cancel that portion of this Grant which has not been disbursed or irrevocably committed to third parties. Financial settlement of this Grant shall be governed by the termination procedures specified in paragraph (c) above."

h) In Standard Provision 22, entitled "Subordinate Agreements," add the following new paragraph:

"The Grantee may not make subgrants to U.S. institutions that do not meet the requirements of eligibility as defined

in Section 296 (d) of Title XII of the Foreign Assistance Act of 1961, as amended, and as designated by BIPAD and AID (see 43 FR 37049, dated August 21, 1978)."

- i) The following Standard Provision 35 entitled "Limitation of Funds" is made a part hereof:

"35. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded Grants.)

(a) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in the Schedule of this Grant and the Grantee agrees to use its best efforts to carry out the program specified in the Schedule and all obligations under this Grant within such estimated cost.

(b) The amount presently available for payment and allotted to this Grant, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to carry out, or have carried out, the program under this Grant up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Grant approximates but does not exceed the total amount actually allotted to this Grant.

(c) (1) If at any time the Grantee has reason to believe that the costs which it expects to incur in carrying out the program of this Grant in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then allotted to this Grant, the Grantee shall notify the AID Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue the program for the period set forth in the Schedule. (2) Sixty days prior to the end of the period specified in the Schedule, the Grantee will advise the AID Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely carrying out of the program under this Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. (3) If, after notification, pursuant to (c)(1) or (c) (2), above additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the AID Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the provisions of the TERMINATION provision on such date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligation hereunder for a period extending beyond such date, it shall specify the later date in its request and the AID Grant Officer, in his discretion, may terminate this Grant on that later date.

(d) Except as required by other provisions of this Grant, specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount from time to time allotted to this Grant, and the Grantee shall not be obligated to continue carrying out the program under this Grant (including actions under the TERMINATION provision) or otherwise to incur costs in excess of the amount allotted to this Grant, unless and until the AID Grant Officer has notified the Grantee in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to this Grant. To the extent the amount allotted exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the AID Grant Officer shall affect the amount allotted to this Grant. In the absence of the specified notice, the Government shall not be obligated to reimburse the Grantee for any costs in excess of the total amount then allotted to this Grant, whether those excess costs were incurred during the course of this Grant or as result of termination. When and to the extent that the amount allotted to this Grant has been increased, any costs incurred by the Grantee in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted, unless the AID Grant Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses."

- j) The following Standard Provision 36. entitled "Audit and Records - Non U.S. Subgrantees and Contractors" is made a part hereof.

"36 AUDIT AND RECORDS - NON U.S. SUBGRANTEES AND CONTRACTORS

(1) The Grantee shall require non U.S. subgrantees and non U. S. contractors (see paragraph L3, Chapter 1 of Handbook 13) to maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly that funds provided by the Grantee were expended exclusively for the purposes of the subordinate agreement. Such records shall be maintained for three years following the expiration of the subordinate agreement.

(2) The Grantee shall ensure that, after each twelve months of a subordinate agreement with a non-U.S. institution, an audit is conducted on the subgrantees and/or contractor's records by an independent public accountant with a national certification similar or equivalent to a certified public accountant. If the Grantee determines that an audit is not possible or feasible it shall submit to the AID Grant Officer the reasons why such an audit is not possible or feasible, and present for the approval of the AID Grant Officer, alternatives which will achieve the objectives, set forth in this provision. The Grantee shall include in each subordinate agreement hereunder a provision

which the Grantee asserts the right to audit if the independent audit does not take place or is unacceptable. The subordinate agreement shall also require that the subgrantees and contractors shall make available any further information as requested by the Grantee with respect to questions concerning the audit. The report of independent audit shall be submitted to the Grantee and retained by it in accordance with the standard provision entitled ACCOUNTING, AUDIT AND RECORDS.

(3) The purpose of the independent audit shall be to determine the propriety and necessity of the subrecipient's expenditures in terms of the purposes for which the funds were made available, and the adequacy of the subrecipient's financial management. Notwithstanding the requirement for an independent audit, the AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 16, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the subrecipient's books and records to determine whether the subrecipient has expended AID's funds in accordance with the terms of this Grant. The terms of this Provision are applicable only to subordinate agreements with non-U.S. institutions."

Except as expressly hereby amended, the terms and conditions of the subject grant remain unchanged.

Please sign the original and six (6) copies of this amendment, and return the original and five (5) copies to the undersigned. Please return all copies marked "Funds Available."

Sincerely yours,



Morton Darvin
Grant Officer
Agriculture/Nutrition Branch
Central Operations Division
Office of Contract Management

ACCEPTED BY:

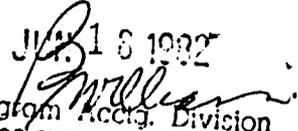
UNIVERSITY OF MARYLAND - EASTERN SHORE

BY 

TITLE Chancellor

DATE: 6/25/82

o/c 4490
FUNDS AVAILABLE

JUN 16 1982


Funding Data for this Amendment Program Acctg. Division
OFFICE OF FINANCIAL MANAGEMENT

PIO/T No.: 3621272
Amount Obligated: \$80,000
Project No.: 931-1282
Appropriation No.: 72-1121021.3
Allotment No.: DDAA82-13600-AG11
243-36-099-00-20-21

AID 1380-1
(10-79)

PIO/T

UNITED STATES INTERNATIONAL
DEVELOPMENT COOPERATION AGENCY
AGENCY FOR
INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1. Cooperating Country
Worldwide

2. PIO/T No. 931-1282 - 30.2/272

3. Original or
Amendment No. _____

4. Project/Activity No. and Title 931-1282
Minority Institution Title XII University
Strengthening Grant

DISTRIBUTION

13. Mission
References

5. Appropriation Symbol 72-1121021.3

6. Allotment Symbol and Charge DDAA-82-13600-AG11
243-36-099-00-20-21

7. Obligation Status
 Administrative Reservation Implementing Document

8. Project Assistance Completion Date
(Mo., Day, Yr.) 6-1-83

9. Authorized Agent
SER/CM/COD

10. This PIO/T is in full conformance with PRO/AG
N.A. Date _____

11a. Type of Action and Governing AID Handbook
 AID Contract (HB 14) PASA/RSSA (HB 12) AID Grant (HB 13) Other

11b. Contract/Grant/PASA/RSSA
Reference Number (if this is an
Amendment)
AID/DSAN/XII-G-0237

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					80,000
	B. U.S.-Owned Local Currency				

14a. Instructions to Authorized Agent

SER/CM/COD is authorized to obligate these additional funds under the Minority Institution Strengthening Grant (DSAN-0237) awarded to University of Maryland - Eastern Shore in general accordance with the conditions specified within Attachment A to the original PIO/T. The funds now being added under this PIO/T are for the purpose of funding the third period of performance (6/2/82 - 6/1/83). The objectives and types of activities to be carried out by the Grantee are set out in Attachment B to the original PIO/T.

14b. Address of Voucher Paying Office

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate
C. H. Barker, S&T/RUR *CHB*

Phone No. 235-8930
Date _____

B. The statement of work lies within the purview of the initiating and approved agency programs
E. J. Long, S&T/RUR *EJL*
Date _____

C. F. Campbell, S&T/PO *FC*
Date 5/7/82

D. Funds for the services requested are available
FUNDS RECEIVED BY:
Williams
5/10/82

E. _____
Date _____

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to

Signature _____ Date _____

Title _____

17. For the Agency for International Development

Signature *Kenneth A. Milow* Date 5/7/82

Title Kenneth A. Milow
Chief, S&T/PO/PR

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action
Monitor **MVS**

SER/CM/SD/SUP Action
Office **COD/AN**

INSTRUCTIONS: AID/W - Complete 4 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy; Copy 2 SER/CM/SD/SUP Administrative Copy; Copy 3 Contracting Officer's Copy; Copy 4 SER/CM/SD/SUP Admin. (Suspense) Copy.
Missions - Complete 2 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy, and Copy 2 will be retained in the Missions.

PART IA.

Contractor/Grantee Name University of Maryland - Eastern Shore			
PIO/T Number 931-1282-3611215	Appropriation Number 72-1111021.3	Amendment Number 243-36-099-00-20-11	Project Number 931-1282
Project Title Minority Institution Title XII University Strengthening Grant			
Amount of this PIO/T \$95,536	Project Manager's Name and Office Symbol DS/XII: C.H. Barker		Contractor's D-U-N-S Number
Negotiator's Typed Name Benders	Signature <i>[Signature]</i> 1-8-81		Date
Contract/Grant Officer's Typed Name Morton Darvin	Signature		Date

PART IB.

Contract/Grant Number AID/DSAN/XII-G-0237	Type Order	Order Number	Amendment/Modification Number 1	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 1/7/81
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PART II.

Effective Date of Document 2/4/81	Signature Date of Document 2/4/81	Estimated Completion Date 6/1/85	Contract/Grant funded through (date) 6/1/82
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/ Subobligated by this Action \$95,536	Cumulative Obligation thru this Action \$176,270

PART III.

Description of Contract/Grant: Please 'X' ONLY ONE item under each heading. IF OTHER, please specify. (Complete both pages 1 and 2). NOTE: Not to be completed for Amendment or Modification Actions.

M03 - TYPE ACTION

- 0. Contract/Grant/Cooperative Agreement
- 1. Task Order (BOA)*
- 2. Work Order (IQC)*
- 3. Delivery Order (Requirements)*
- 4. Purchase Order

*If 1, 2, or 3 have an 'X', complete M12 ONLY.

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc.)
- 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____
- 2. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) _____
- 3. Cooperative Agreement
- 4. Grant - General Support*
- 5. Grant - Specific Support*
- 6. Grant - 211(d)*
- 7. Do Not Use
- 8. IQCs
- 9. Host Country Contract/Grant*

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4 & FPR 1-2.4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.10)
- D. Ed. Inst. and/or Int'l Research (AIDPR 7-4.57)
- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
- I. Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K. 8(a) Selection (FPR 1-1.713-1)
- L. Grant (Handbook 13)
- M. Do Not Use
- N. Cooperative Agreement (Handbook 13)
- O. Small Business Set-Aside (FPR 1-1.706-8)
- P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
 - B. Technical Assistance (Program, Project related except A & E Services)
 - C. A & E Services
 - D. Construction
 - E. Research
 - F. Technical Services to AID (other than training; usually operating expense)
 - G. Training Service for AID
 - H. Equipment, Materials, Supplies, Commodities
 - I. Translation Service
- M07 - TYPE CONTRACTOR/GRANTEE**
- A. Firm - All profit-making firms (other than A & E)
 - B. A & E Firms

- C. Individual (Non-personal service)
- D. Individual (Personal Service)
- E. University/Other Educational Institutions
- F. Non-Profit Organization, Institutions (other than Ed or PVO)
- G. Private Voluntary Organization (PVO)
- H. International Agricultural Research Organization
- I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (HB 13, Chapter 5)

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Women Owned, Veterans, etc.)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large Firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

(Continued on Page 2)

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

FEB 23 1981

FEB 4 1981



Dr. William P. Hytche
Chancellor
University of Maryland-
Eastern Shore
Princess Anne, MD 21853

ORIGINAL

Subject: Amendment No. 1
Title XII Strengthening
Grant (Non-Matching)
AID/DSAN-G-0237

Dear Dr. Hytche:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and Sections 297 and 635 of Titled XII thereof, the subject grant as amended, is further amended as follows:

1. Cover Page
 - a) "Amount Obligated" - Delete "\$80,734," and substitute "\$176,270."
2. Article V, "Funds Obligated and Estimated Costs"
 - a) Delete AID's obligated amount of "\$80,734," and substitute "\$176,270."
 - b) Delete the funding period ending date of "June 1, 1981," and substitute "June 1, 1982."
3. OMB Circular A-21, "Cost Principles for Educational Institutions"

Throughout this grant, "OMB Circular A-21" is substitute for "FMC Circular 73-8."

Except as hereby amended, the terms and conditions of the subject grant remains unchanged.

ORIGINAL

REMANENT ON PAGE 2

24

Page 2 - Dr. William P. Hytche

Please sign the original and six (6) copies of this amendment, and return the original and five (5) copies.

Sincerely yours,

Donald N. Lake

for

Morton Darvin
Grant Officer
Agriculture/Nutrition Branch
Central Operations Division
Office of Contract Management

ACCEPTED

UNIVERSITY OF MARYLAND-EASTERN SHORE

BY: *William P. Hytche*

TITLE: *Contract*

DATE: *February 16, 1981*

Funding data for this amendment

PIU/T No.: 3611215
Amount Obligated: \$95,536
Project No.: 931-1282
Appropriation No.: 72-1111021.3
Allotment No.: 143-36-099-00-20-11

o/c 4190

FUND AVAILABLE

FEB 6 1981

Sullivan

OFFICE OF CONTRACT MANAGEMENT

CONTRACT

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

SER/CM/SD/SUP Action Monitor **S.K.**

SER/CM/SD/SUP Action Office **CM/COD/AN**

INSTRUCTIONS: AID/W - Complete 4 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy; Copy 2 SER/CM/SD/SUP Administrative Copy; Copy 3 Contracting Officer's Copy; Copy 4 SER/CM/SD/SUP Admin. (Suspense) Copy.
Missions - Complete 2 copies of the form. Original SER/CM/SD/SUP Statistical Section Copy, and Copy 2 will be retained in the Missions.

PART IA.

Contractor/Grantee Name

University of Maryland, Eastern Shore

PIO/T Number 3606558	Appropriation Number 72-1101021.3	Allotment Number 043-36-099-00-20-01	Project Number 931-1282
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Project Title
Minority Institution Title XII University Strengthening Grant

Amount of this PIO/T \$80,734	Project Manager's Name and Office Symbol DS/XII, Curtis H. Barker	Contractor's D-U-N-S Number
---	---	-----------------------------

Negotiator's Typed Name Bendly	Signature <i>[Signature]</i>	Date 5/15/80
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Contract/Grant Officer's Typed Name Morton Darvin	Signature <i>[Signature]</i>	Date
---	---------------------------------	------

PART IB.

Contract/Grant Number AID/039N-6-0237	Type Order	Order Number	Amendment/Modification Number	Date PIO/T Received by CM/SD/SUI or Mission Contract Office 5-8-80
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PART II.

Effective Date of Document 6/2/80	Signature Date of Document 6/10/80	Estimated Completion Date 6/1/85	Contract/Grant funded through (date) 6/1/81
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$80,734	Cumulative Obligation thru this Action \$80,734

PART III.

Description of Contract/Grant: Please 'X' ONLY ONE item under each heading. IF OTHER, please specify. (Complete both pages 1 and 2). NOTE: Not to be completed for Amendment or Modification Actions.

M03 - TYPE ACTION

- 0. Contract/Grant/Cooperative Agreement
- 1. Task Order (BOA)*
- 2. Work Order (IQC)*
- 3. Delivery Order (Requirements)*
- 4. Purchase Order

*If 1, 2, or 3 have an 'X', complete M12 ONLY.

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (BOA, BMA, etc.)
- 1. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) _____
- 2. Cost Reimbursement (Specify: CR, CPFF, CS, CPA F, CPIF) _____
- 3. Cooperative Agreement
- 4. Grant - General Support*
- 5. Grant - Specific Support*
- 6. Grant - 211(d)*
- 7. Do Not Use
- 8. IQCs
- 9. Host Country Contract/Grant*

*Complete ONLY through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4 & FPR 1-2.4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.10)
- D. Ed. Inst. and/or Int'l Research (AIDPR 7-4.57)
- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))

- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
- I. Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K. 8(a) Selection (FPR 1-1.713-1)
- L. Grant (Handbook 13)
- M. Do Not Use
- N. Cooperative Agreement (Handbook 13)
- O. Small Business Set-Aside (FPR 1-1.706-8)
- P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
- B. Technical Assistance (Program, Project related except A & E Services)
- C. A & E Services
- D. Construction
- E. Research
- F. Technical Services to AID (other than training; usually operating expense)
- G. Training Service for AID
- H. Equipment, Materials, Supplies, Commodities
- I. Translation Service

M07 - TYPE CONTRACTOR/GRANTEE

- A. Firm - All profit-making firms (other than A & E)
- B. A & E Firms

- C. Individual (Non-personal service)
- D. Individual (Personal Service)
- E. University/Other Educational Institutions
- F. Non-Profit Organization, Institutions (other than Ed or PVO)
- G. Private Voluntary Organization (PVO)
- H. International Agricultural Research Organization
- I. Public International Organizations (UN Agencies, ICRC World Bank, etc.) (HB 13, Chapter 5)

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large Firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) Minority
- M. U.S. Government

(Continued on Page 2)

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M09 - CONTRACTING PARTIALS

- 1. Direct AID/W Executed Contract/Grant
- 2. Direct AID Mission Executed Contract/Grant
- 3. Host Country Grant Financed
- 4. Host Country Loan Financed
- 5. Host Country Contract/Grant Source of Finance Unknown

M10 - PRIVATE VOLUNTARY ORGANIZATION

- 1. U.S. Registered PVO
- 2. U.S. Non-Registered PVO
- 3. U.S. Cooperative
- 4. Foreign Cooperatives
- 5. Foreign PVO
- 6. Other (Specify) UNIVERSITY

M11 - ADVANCE

- 1. No Advance
- 2. Advance - Non-FRLC
- 3. Advance - FRLC

M12 - COUNTRY OF PERFORMANCE

(Specify) U.S.

M13 - Is any travel required outside U.S.?

- YES NO

M14 - CONTRACT/GRANT SOURCE

- 1. U.S. Contractor/Grantee
- 2. Non-U.S. Contractor/Grantee
- 3. Combination of 1 & 2

M15 - TYPE OWNERSHIP

- 1. American Oriental
- 2. Black American
- 3. American Aleuts or Eskimos
- 4. American Indian
- 5. Hispanic
- 6. Other (Specify) UNKNOWN

M22 - CURRENCY INDICATOR

- 0. U.S. Dollar
- 1. Local Currency
- 2. Combination
- 3. Unfunded

M50 - SUBCONTRACTING CODE

- 0. 0 Dollars
- 1. 1 - 10,000 Dollars
- 2. 10,001 - 499,999 Dollars
- 3. 500,000 and over
- 4. Unknown

M51 - SUBCONTRACTOR TYPE AWARD

- A. Small Business Set-Aside Awarded to Non-Minority
- B. Small Business Set-Aside Awarded to Minority
- C. Small Business Not Set-Aside Awarded to Non-Minority

- D. Small Business Not Set-Aside Awarded to Minority

- E. 8(a) - SBA Awarded to Non-Minority (Women Owned, Veterans)

- F. 8(a) - SBA Awarded to Minority

- G. Personal Service Contract - Non-Minority

- H. Personal Service Contract - Minority

- I. Individual Non-Personal Service Contract - Non-Minority

- J. Individual Non-Personal Service Contract - Minority

- K. Not Small Business (Univ., Non-Profit, Large Firms) - Non-Minority

- L. Not Small Business (Univ., Non-Profit, Large Firms) - Minority

- M. U.S. Government

- N. Unknown

M56 - SUBJECT TO STATUTORY REQUIREMENT

- A. Walsh-Healey Act, Manufacturer*
- B. Walsh-Healey Act, Regular Dealer*
- 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

M57 - AFFIRMATIVE ACTION PLAN ON FILE

- YES NO

M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

- YES NO

M60 - INCREMENTAL FUNDED CONTRACT

- YES NO

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID?

- YES NO

M63 - EXTENT OF COMPETITION IN NEGOTIATION

- A1. Small Business Total Set-Aside
- A2. Small Business Partial Set-Aside
- A3. Labor Surplus Set-Aside
- A4. Labor Surplus/Small Business Set-Aside
- A9. Other (Specify) _____

NON-COMPETITIVE

- B1. Buy Indian
- B2. 8(a) Program

- B3. Follow-on After Competition

- B9. Other (Specify) _____

M65 - TYPE OF BUSINESS

- E1. Source: Non-U.S. and Used Outside U.S. and Possessions
- E2. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete A thru D)
- A1. Small Business - Disadvantaged 8(a)
- A2. Small Business - Owned by Minority Group
- A3. Other Small Business (including individuals)
- B1. Large Minority Business
- B2. Other Large Business
- C1. Non-Profit Private Educational Organization
- C2. Non-Profit Hospital
- C3. Non-Profit Research Institution, Foundation, and Laboratories
- C4. Other Non-Profit Institutions
- D1. State/Local Government Educational Institution
- D2. State/Local Government Hospital
- D3. State/Local Government Research Organization
- D4. Other State/Local (Specify) _____

M66 - COST ACCOUNTING STANDARDS

- Required Not Required

M67 - NUMBER OF BIDDERS OFFERING ITEMS OR SERVICES OF FOREIGN CONTENT

M68 - WOMEN OWNED BUSINESS

- YES NO

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

M70 - LABOR SURPLUS AREA (LSA)

- PREFERENCE (Location of Contractor)
- 1. Labor Surplus Area - No Preference
- 3. Labor Surplus Area - Tie Bid Preference
- 5. Not a Labor Surplus Area Preference Award
- 7. Total Labor Surplus/Small Business Set-Aside Preference
- 8. Total Labor Surplus Set-Aside Preference (P.L. 95-89)

NOTE: M03 thru M51 are required for AID reporting; M56 thru M70 are required for the Office of Federal Procurement Policy reporting. SER/CM has no control over those elements.

AGENCY FOR INTERNATIONAL DEVELOPMENT

TITLE XII STRENGTHENING GRANT
(Non-Matching)

Minority Institution
Title XII University

Grant No. AID/DSAN-G-0237

PROJECT TITLE: Strengthening Grant

NO. _____

PROJECT NO. 931-1282

AWARDED PURSUANT TO Sec. 297 & 635 OF THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED

GRANTOR

Agency for International Development
Office of Contract Management
Washington, D.C. 20523
Cognizant AID Scientific/Technical Office

Development Support Bureau
Office of Title XII Coordination
and University Relations (DS/XII-UR)

EFFECTIVE DATE:

June 2, 1980

EXPIRATION DATE:

June 1, 1985

GRANTEE

University of Maryland-Eastern Shore
Name

Street Address

Princess Anne, Md. 21853
City State Zip Code
MAIL VOUCHERS (original and 3 copies) TO

Agency for International Development
Office of Financial Management (FM/PAD)
Washington, D.C. 20523

ACCOUNTING AND APPROPRIATION DATA FUNDS AVAILABLE

Amount Obligated: \$80,734

Appropriation No: 72-1101021.3

Allotment No: 043-36-099-00-20-01

PIO/T No: 3606558

JUN 12 1980

KT 4190

Program Acctg. Division

OFFICE OF FINANCIAL MANAGEMENT

The United States of America, hereinafter called the Government, represented by the AID Grant Officer executing this Grant, and the Grantee agree as follows: That the entire Grant consists of: The Cover Page; the Schedule, consisting of 6 pages; Attachment "A", Program Description, and Attachment B, Standard Provisions.

GRANTEE University of Maryland-Eastern Shore	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY: (Signature of Authorized Individual) <i>William P. Hytche</i>	BY: (Signature of AID Grant Officer) <i>W. Martin</i>
TYPED OR PRINTED NAME Dr. William P. Hytche	TYPED OR PRINTED NAME AID Grant Officer
TITLE Chancellor	TITLE AID Grant Officer
DATE June 23, 1980	DATE JUN 10 1980

SCHEDULE

I. Authority and Purpose - This strengthening grant is awarded pursuant to Sections 297(a)(1) and 635(c) of the Foreign Assistance Act of 1961, as amended, to provide assistance to eligible universities to strengthen their capabilities in teaching, research and extension work in areas included under Title XII of the Act. The specific purpose of this Grant is to assist the Grantee to carry out the program described in Attachment A entitled "Program Description."

II. Reports - In order to implement continued funding, the grantee shall submit an annual report six months prior to the end of the obligation funding period set forth in Article V. The report will contain information substantially as follows:

1. A complete description of program performance, and a presentation of actual grant expenditures, covering the immediately preceding funding period.

For each objective set forth in Attachment A - Program Description, there shall be a comparison of actual accomplishments with the goals established for the reported period. A description will also be included of activities undertaken in relation to each objective, indicating those which are new.

It is recognized that the first report will provide information on less than the first full funding period; and will necessarily be composed of actual and estimated performance and expenditures.

2. Actual plus estimated performance and expenditures for the current funding period.

3. Estimated performance and expenditures for the next succeeding funding period.

Note:

Financial data may be submitted on the SF-269, "Financial Status Report" (Otherwise required under Standard Provision B.)

4. A statement of cumulative total expenditures of federal funds from grant inception through the last completed funding period.

5. The Grantee's report will be evaluated and further funding decisions will be made on the basis of progress in carrying out the general objectives of the grant as stated in the condensed proposal incorporated herein and in the context of the detailed proposal, including revisions and supplemental documentation, submitted by the Grantee in support of the Grant. Such detailed proposal, which includes an indicative work plan and budget details, is maintained in the files of A.I.D. and may be used to clarify the intent of the grant. However, it is not incorporated by reference herein in order to permit the flexibility necessary to meet the objectives of the grant.

Submission: Grantee shall submit 7 copies of the annual report to the BIFAD Staff, 2 copies to DS/XII, and 1 copy to the Grant Officer.

Example of Reports Submission

Based upon a five year grant having a term from 7/1/79 through 6/30/84, with the first three funding periods as follows:

<u>Period</u>	<u>From</u>	<u>Through</u>
1st	7/1/79	10/31/80
2nd	11/1/80	10/31/81
3rd	11/1/81	10/31/82

- The first annual report would be due on 4/30/80, and would cover both performance and expenditures for periods as follows:

<u>Type Coverage</u>	<u>From</u>	<u>Through</u>
Actual & Estimated	7/1/79	4/30/80
Projected	5/1/80	10/31/80
Projected	11/1/80	10/31/81

- The second annual report, due 4/30/81:

<u>Type Coverage</u>		
Actual	7/1/79	10/31/80
Actual & Estimated	11/1/80	10/31/81
Projected	11/1/81	10/31/82

- The third annual report, due 4/30/82, would begin with actuals for the 12 month period ending 10/31/81.

III. External Review and Evaluation - AID, with the Board of International Food and Agriculture Development (BIFAD) representatives and possibly other representatives of the university community will conduct an external review and evaluation of the grantee's activities hereunder, at approximately two-year intervals at the discretion of AID. Procedures and criteria for this evaluation will be jointly developed by BIFAD and AID. As a result of these reviews, AID may require adjustments to the program, its funding level, or both.

IV. Grant Term - (A). The term of this grant shall be for the period from June 2, 1980 to June 1, 1985. (B). No subordinate agreements under this grant shall extend beyond the term of this grant.

V. Funds Obligated and Estimated Costs - The total estimated cost of the grant period set forth in Article IV above is \$500,000. By the execution of this Grant, AID hereby obligates the sum of \$80,734 beginning on the effective date of this grant as shown on the Cover Page and ending on June 1, 1981. Obligation of funds for activities to be undertaken in subsequent years of this Grant shall be in accordance with Attachment B - Standard Provision 9 of this grant entitled "Limitation of Funds." Payment hereunder will be made in accordance with the Standard Provision 8b entitled "Periodic Advance."

VI. Funding Application - AID funds provided herein may be expended only for new strengthening activities. Payment of only direct costs (such as

salaries, fringe benefits, purchases of supplies and equipment, scholarships, travel, shipment, communications and the like) may be made from funds provided under this Grant.

VII. Standard Provisions - The attached Standard Provisions (Attachment B) unless changed below are the Standard Provisions of this Strengthening Grant. They will be included in any subagreements made hereunder with U. S. institutions.

The following changes have been made in the Standard Provisions of this grant.

A. In Standard Provision 7, entitled "Refunds," delete paragraph (c) and insert in lieu thereof the following:

"(c) If at anytime during the life of this Grant, it is determined by AID that funds obligated by AID under this Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall restore an equivalent amount to the Grant account which shall be available for other allowable expenditures under the Grant. Amounts of AID funds disallowed which cannot be allocated to allowable costs at the expiration or termination of this Grant shall be refunded to AID."

B. In Standard Provision 14, entitled, "Subordinate Agreements" add the following new paragraph:

"The Grantee may not make subgrants to U.S. institutions that do not meet the requirements of eligibility as defined in Section 296(d) of Title XII of the Foreign Assistance Act of 1961, as amended, and as designated by BIFAD and AID (see 43 FR 37049, dated August 21, 1978)".

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C. Regarding Standard Provision 5, "Travel and Transportation," payment of per diem shall be governed by the following:

For travel outside the conterminous United States, reimbursement for each per diem locality will be the average cost of lodging rounded to the next whole dollar plus 50 percent of the maximum locality rate. Total reimbursement shall not exceed the maximum per diem for each locality, unless specific approval is given in advance for actual expenses. Maximum locality rates shall be those established by the Department of Defense for non-foreign areas and by the Department of State for foreign areas.

When staff house or other free or low cost facilities are used the reduced rates indicated by footnote 1 on the per diem supplement (section 925) to the Standardized Regulations (Government Civilians, Foreign Areas) will be used directly as per diem. These low rates have already been computed on a basis similar to lodging plus and no further computation is necessary.

**Brief Summary of Operational Characteristics of Minority Institution
Title XII University Strengthening Grants**

The Grant is for a five-year term. The first obligation is for a period of activity, which may not be less than, but may exceed, 12 months according to start-up time requirements of the Grantee. This first period starts on the date of the signing of the Grant and concludes on a date to be indicated in the Grant document. Subject to the availability of funds, subsequent funding will be made annually on the basis of annual reviews. For these purposes, a report will be required six months prior to the end of each obligation period. Such report will specify accomplishments and detail expenditures for the preceding year by program budget categories. It will provide also an updated Work Plan for the remaining years of the Grant, in substantial detail for the immediately succeeding year. This report will provide the basis for an evaluation to determine that the planned activities have been carried out, to identify the progress being made in strengthening the university's capacity to work in Title XII and, among other things, to establish that the strengthening program consists of new activities at the university, as stipulated in the Grant. Decisions on the next year's funding will be based on this review and on recommendations from the BIFAD. The terms of the Grant provide for adjustment or termination of the grant as a consequence of any failures of the university to work toward the objectives or satisfy the terms of the Grant.

The Grant will normally provide up to \$500,000 for a 5-year term. The program plan may provide for year-to-year variation in expenditure levels. However, the Grant may not exceed the total of \$500,000 for the 5-year period (or an overall average annual rate of expenditure of \$100,000 per year for grants of less than five years' duration).

A.I.D., with BIFAD, will conduct an intensive review of the entire university strengthening program after two or three years to determine scope and nature of the future program. The individual university programs will similarly be evaluated intensively at that time, separately and in relation to the entire A.I.D. Title XII university strengthening program.

CONDENSED PROPOSAL FOR A TITLE XII
UNIVERSITY STRENGTHENING GRANT (NON-MATCHING)
FOR
THE UNIVERSITY OF MARYLAND, EASTERN SHORE CAMPUS

INTRODUCTION

The University of Maryland, Eastern Shore is requesting a Title XII (non-matching) strengthening grant to enhance the University's capacity and capability to participate in education, research and service activities which will contribute significantly to the needs of developing countries. These needs in agriculture, food, nutrition and rural development have been addressed in the Title XII Amendment to the International Development and Food Assistance Act of 1975.

GOALS OF THE STRENGTHENING PROGRAM

- I. As an 1890 land grant institution, the University of Maryland, Eastern Shore, (UMES) has a record of service and assistance to the disadvantaged. By extension of the term "disadvantaged", this has included students from countries and regions of the "Third World"--Africa, the Middle East and Asia primarily. A number of faculty also originated from these same geographical areas. While a few faculty have previously participated in development assistance activities, the majority of faculty have concentrated on domestically-oriented programs. UMES proposes to extend its humanitarian concern through the vehicle of the strengthening grant toward assistance in meaningful ways in solving world food and nutrition problems. This response to assist developing countries (LDC's) is two-fold. It is on the one hand a sharing of the resources, of knowledge, science and technology through education and training, by which we may in some manner encourage and participate in institutional development, crop and animal productivity, improvement in commodities such as human nutrition, food processing, marketing systems, among others, and promote social-economic welfare of peoples in the developing countries. Secondly, the response is complimentary to the mission of a land grant institution, i.e., by the integration of international activities into research, teaching and extension functions at the campus level.
- II. UMES does not have a tradition in overseas development assistance work. The University intends to utilize the grant to strengthening its capacity to interweave an international dimension into its food and agriculturally-related programs and activities. The grant would also be directed toward establishing the foundation for an internationally-oriented capability, i.e., through planning, coordination and programmatic design, which sustains the University's commitment to participation in development assistance programs.

In summary, by the conclusion of the strengthening grant period, UMES faculty and staff will have experienced a growth dimension to their capabilities in the educational, research, service and advisory sectors, so as to more effectively participate in development assistance programs of LDC's and concurrently augment the mission and goals of USAID. The faculty base for international agricultural development activities will have been extended, some with a major commitment on a long-term basis, others with an international perspective who can complement a team in short-term projects.

GENERAL AREAS TO BE STRENGTHENED

UMES has identified six general programmatic areas to be considered for strengthening under Title XII grant. Each area is one of expertise on the campus in domestic programs. The strengthening program will enable UMES faculty to develop and/or sharpen their skills and experience in these areas for applicability to LDC problems. The areas for consideration are:

- (1) Crop Production Systems
- (2) Human Nutrition
- (3) Aquaculture and Marine Fisheries
- (4) Rural Development
- (5) Farm Management and Marketing
- (6) Small Animal Production

As the grant is initiated, priority programmatic areas should crystallize, which in turn may lead into a critical mass of one or two specific areas where UMES may focus its strengthening activities.

SPECIFIC OBJECTIVES OF THE STRENGTHENING GRANT

Specific objectives have been identified below which will enable UMES to move in the direction of, and record progress toward attainment of its previously stated goals. These objectives are:

1. Instruct participating faculty and staff about the geographic areas in which they are working. This will include both background area information courses, and cultural/technical briefings on specific types of problems encountered by professionals in knowledge transfer of their disciplines and expertise into developing countries. The University plans to initially concentrate its development assistance activities in several sectors of the African Continent.
2. Provide language training as useful and appropriate to the geographic locations or areas in which the University intends to solicit development assistance contracts.

3. Enable faculty to disseminate their knowledge of, and impart insights and experience gained from development-oriented research, education and advisory services by such means as curriculum/course additions in international agriculture and development topics, seminars, workshops, and published papers.
4. Establish a library resource reference area to house useful printed matter (monographs, journals and the like) related to food and agricultural development problems within respective disciplines and fields of study.
5. Provide faculty and staff with appropriately needed domestic and international travel.
6. Manage the strengthening program efficiently and effectively under a functioning international program unit.

STRENGTHENING ACTIVITIES

A brief description of the several types of activities planned or projected by UMES to accomplish the objectives of its strengthening program is given below. Release time will be available for faculty preparation and interaction in overseas assignment. Faculty participants are anticipated from several departments of the campus representing various disciplines, from research units, and extension.

1. Area Background Information

The need of "strengthening" faculty and staff to participate in international agricultural development activities will vary according to individual faculty and staff background, experience, skills, international exposure, and interest. It is expected that faculty participation and involvement will be spaced over the five year period of the grant in order to minimize discontinuity in ongoing instructional, research and extension activities.

The approach is two-fold. One will be orientation seminars and short-term workshops/conferences held during the first year and as needed in subsequent years to accommodate additional faculty participants. Topics may focus, for example, on the team concept in development assistance work, on problem-solving strategies and decision-making alternatives in LDC agricultural development.

The other approach is area background courses. These may consist of existing courses in anthropology, geography, sociology, economics and international relations, but incorporating an international agricultural and development perspective. New undergraduate and graduate courses and/or

seminars are expected to be offered specifically in international agricultural development topics.

2. Language Training

The LDC area of initial concentration for UMES is in East, West and North Africa and may later extend to South Asia or South America. As many development assistance projects are in non-English speaking countries, faculty members expected to be on long-term overseas assignment must be knowledgeable of the primary language and/or dialects. Appropriate language training will be provided through courses, tutorial instruction and auto-tutorial aids.

3. Library/Information Resource Materials

A modest international agriculture resources collection is projected to be obtained of monographs, periodicals, technical reports, bulletins, and other printed matter related to food and agricultural development problems and technical assistance. These will be available for use by faculty and students.

4. Visiting Lecturers and Scholars

Specialists in fields of tropical agricultural production, role of women in development, African studies, and other related topics, will be solicited to assist in campus seminars, workshops, conferences, course/curriculum preparation and instruction, collaborative research, all for benefit of faculty and students. Specialists will also be utilized as consultants to provide input into the planning, monitoring and evaluation processes of the strengthening grant. By their background and experience, these visiting lecturers and scholars can offer insight, perspective and understanding of development and technical assistance problems, and strategies for maximizing progress.

5. Collaborative Research/Demonstration Projects

A "hands-on" experience is an optimum criterion of faculty preception of development problems and application of appropriate strategies. Several small scale research or demonstration projects specifically related to a LDC problem will be undertaken as an experiment in collaboration and the strengthening of UMES faculty capability to work with counterparts and projects abroad. Findings of these projects as well as papers and abstracts from the campus workshops and seminars and evaluations of faculty overseas assignment will all be published for subsequent reference and use by other faculty and students.

6. Professional Travel

Many of UMES's faculty and staff have had little or no international exposure and experience. Selected domestic travel will be related to conferences and workshops offered by other land-grant universities which may supplement or augment the short-term campus workshops and seminars on agricultural development. Faculty international travel is related to

- a) on site observations of development assistance projects in selected LDC's, which may extend to familiarity with service and support activities of international bodies concerned with developing countries
- b) initiation and maintenance of linkages with LDC institutions (academic and governmental) which will facilitate technical assistance collaboration and faculty/student exchanges
- c) stimulation of contact and dialogue with international research centers/institutes which will promote participation in long-term collaborative university research
- d) training in specific research methodologies and techniques applicable to selected LDC's and familiarity with new/alternate approaches to agricultural activities in respective discipline/subject matter areas as a result of contact and observation.

7. Strengthening Program Management

The establishment and functioning of an emergent unit on campus concerned with International Programs (Agriculturally-related) is an expected outcome of the strengthening grant. The Title XII representative as Program Manager will be concerned with the planning, coordination and administrative support of the aforementioned strengthening activities in consort with an advisory Title XII Council. It is anticipated that as sufficient faculty are prepared, and with assistance from the campus's Research and Grants office staff, technical assistance contracts may be successfully sought. The management budget includes part-time secretarial services, and travel funds for attendance at related conferences, planning of overseas assignments, exploring potential AID contracts in LDC's, and meetings with potential collaborative and consortia members.

EVALUATION CRITERIA

A periodic evaluation will be made of the Strengthening Program to measure progress of objectives and to suggest improvements or

modifications as needed during the course of the grant period. Among the criteria utilized in the evaluation process are the following:

A. Inputs:

1. Number of faculty and staff participating in the Strengthening Program for example, through area background information courses, seminars, workshops, language study, use of library resource materials, international travel, development assistance collobcration, publications.

B. Outputs:

1. Number of additional courses and seminars, or present course revisions in international agriculture and development topics and effect on quality of instruction.
2. Number of faculty with appropriate language fluency (non-English).
3. Number of faculty who traveled to a host country, location and purpose of visit.
4. Relationships established with a host government or higher educational institution(s) in a developing country(ies), and Communication and/or colloboration with a domestic university working in a similar field of strengthening.
5. Number and type of development assistance projects in which the University may have sought and/or elected to participate.
6. Number of reports, bulletins, articles and similar materials written by faculty based on their development assistance activities.
7. Adminstrative machinery functioning with a capability in the international programs field.

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Standard Provisions

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| 2. Allowable Costs and Contributions | 15. Publications |
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STANDARD PROVISIONS

1. DEFINITIONS

(a) "Administrator" means the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "AID" means the Agency for International Development.

(c) "Consultant" means any especially well qualified person who is engaged on a temporary or intermittent basis to advise the Grantee and who is not an officer or employee of the Grantee who performs other duties for the Grantee.

(d) "AID Grant Officer" means the person executing this Grant on behalf of the United States Government, and any other Government employee who is a properly designated AID Grant Officer; and the term includes, except as otherwise provided in this Grant, the authorized representative of an AID Grant Officer acting within the limits of his authority.

(e) "Grantee Employee" means a person in the employ of the Grantee assigned to work under this Grant.

(f) "Cooperating Country or Countries" means the foreign country or countries in or for which assistance is to be provided hereunder.

(g) "Cooperating Government" means the government of the Cooperating Country.

(h) "Economy Class" air travel (also known as jet economy, air coach, tourist class, etc.) means a class of air travel which is less than first class.

(i) "Grantee" means the institution entering into this Grant with the Government.

(j) "Government" means the United States Government.

(k) "Mission" means the United States Mission to, or principal AID office in, the Cooperating Country.

(l) "Mission Director" means the principal AID officer of the Mission in the Cooperating Country, or his designated representative.

(m) "OMB Circular No. A-110" means the Office of Management and Budget Circular entitled Grants and Agreements With Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: Uniform Administrative Requirements (41 CFR 32016; July 30, 1976), including any amendments thereto.

(n) "FMC Circular 73-8" means Federal Management Circular 73-8 entitled Cost Principles for Educational Institutions.

(o) "Handbook 13" means AID Handbook 13, entitled Grants

(p) "Assistance Instruments" means either grants or cooperative agreements.

(q) "Subgrantee" means an eligible Title XII institution who receives a subgrant hereunder.

(r) "Subordinate agreement" or "subagreement" means any subgrant or contract executed under this Grant.

(s) "Contractor" means any institution or entity having a

contractual relationship with the Grantee.

(t) "AID Project Officer" means a designated representative of the cognizant AID Scientific/Technical Office named on the Cover Page.

2. ALLOWABLE COSTS AND CONTRIBUTIONS

(a) Allowable costs under this Grant shall be limited to those costs which are reasonable, allocable, and allowable in accordance with the terms of (1) this Grant, (2) any negotiated advance understanding on particular cost items, and (3) FMC Circular 73-8, in effect on the date of this Grant.

(b) With regard to the allowability of non-Federal cost sharing contributions under this Grant, Attachment E, "Cost Sharing and Matching", to OMB Circular No. A-110 (as set out in paragraph 1K of Handbook 13) shall also apply.

3. ACCOUNTING, AUDIT, AND RECORDS

(a) The Grantee shall maintain a financial management system in accordance with the requirements set forth in OMB Circular A-110 (as implemented in Paragraph 1L of Handbook 13). A copy of reports of audits resulting from this system as they concern this Grant will be furnished to the Grant Officer.

(b) The AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 16, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the Grantee's books and records to determine whether the Grantee has expended AID's funds in accordance with the terms and conditions of this Grant. The Grantee agrees both to make available any further information requested by AID with respect to any questions arising as a result of the audit and to include the requirements of this provision in any subordinate agreement, including subgrants, entered into with a U.S. institution.

4. SALARIES

All salaries, wages, fees, and stipends, which will be reimbursable by AID under this Grant, shall be in accordance with both the Grantee's usual policy and practice and FMC Circular 73-8. To the extent that the Grantee's policy and practice conflict with FMC Circular 73-8, the latter shall prevail, unless the Schedule of this Grant expressly provides otherwise.

5. TRAVEL AND TRANSPORTATION

(This provision is applicable when air travel or air shipment (both domestic and international) costs are reimbursable by AID under this Grant.)

(a) Allowable costs of travel under this Grant shall be in accordance with both the policy and practice of the Grantee and FMC Circular 73-8. To the extent the Grantee's policy and practice conflict with FMC Circular 73-8, the latter shall prevail unless the Schedule of this Grant provides otherwise.

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

(c) 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.

(d) All international air travel and all international air shipments 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 and other documents retained as part of the Grant records required by Standard Provision 3 above:

(1) where the traveler, while enroute, has to wait 6 hours or more to transfer to a U.S. flag air carrier to proceed to the intended destination, or

(2) where a flight by a U.S. flag air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc. and no other flight by a U.S. flag air carrier is available during the 6 hour period, or

(3) where by itself or in combination with other U.S. flag or non-U.S. flag air carriers (if U.S. flag air carriers are "unavailable") it takes 12 hours or longer from the original airport to the destination airport to accomplish the Grantee's program than would service by a non-U.S. flag air carrier or carriers, or

(4) when the elapsed travel time on a scheduled flight from

origin to destination airports by non-U.S. flag air carrier(s) is 3 hours or less, and services by U.S. flag air carrier(s) would involve twice such travel time.

NOTE: Where U.S. Government funds are used to reimburse Grantee's use of other than U.S. flag air carriers for international transportation, the Grantee will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS
I hereby certify that the transportation service for personnel (and their personal effects) or property by U.S. flag air carriers was unavailable for the following reason(s): (State appropriate reason(s) as set forth above; see 41 CFR 1-1.323-3 for further guidance).

(e) Travel allowances shall be reimbursed in accordance with FMC Circular 73-8 and the Federal Travel Regulations (FTR); however, if the Grantee's domestic and international travel allowance policies and procedures have been reviewed and approved by AID or another Federal department or agency pursuant to the applicable Federal cost principles, the Grantee may use its travel allowance system in lieu of the FTRs after it has furnished the AID Grant Officer with a copy of such approval.

(f) 50% of 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 request a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, giving the basis for the request.

(i) When the AID Transportation Support Division makes and issues a determination to the Grantee that U.S. flag vessels are not available, the ocean shipment costs on foreign flag vessels, as named in the determination, will be eligible for reimbursement under the Grant. In all instances Grantee vouchers submitted for reimbursement under the Grant which include ocean shipment costs will include a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bill(s) of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement, and indicate the applicable A.I.D. Grant Number."

(ii) Shipments by voluntary non-profit relief agencies (i.e.,

PVO's) shall be governed by paragraphs (a) and (b) above and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Non-Profit Relief Agencies" (22 CFR 202).

6. PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000

(This provision is applicable when the total procurement element, i.e., the sum of all purchase orders and contracts for goods and services, of this Grant does not exceed \$250,000.)

(a) Ineligible Goods and Services

Under no circumstances shall the Grantee use AID funds to procure any of the following under this Grant:

- (1) military equipment,
- (2) surveillance equipment,
- (3) commodities and services for support of police or other law enforcement activities,
- (4) abortion equipment and services,
- (5) luxury goods and gambling equipment, or
- (6) weather modification equipment.

(For a more detailed discussion of the subject, see AID Handbook 1, Supplement B, Chapter 4D.)

If AID determines that the Grantee has procured any of the ineligible goods and services specified above under this Grant, and has received reimbursement from AID for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase.

(b) Restricted Goods

The Grantee shall not use AID funds to procure any of the following goods or services from a non-U.S. source (i.e., other than AID Geographic Code 000) without the prior written authorization of the AID Grant Officer:

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) plasticizers,
- (6) used equipment, or
- (7) U.S. Government-owned excess property.

(In addition to the foregoing rule regarding source, to be eligible for procurement with AID funds, the above commodities must meet the requirements contained in AID Handbook 1, Supplement B, Chapter 4C.)

If AID determines that the Grantee has procured any of the restricted goods specified above under this Grant from non-U.S. sources without the prior written authorization of the AID Grant Officer and has received reimbursement from AID for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase.

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the AID Grant Officer under paragraph 7(b) above, all other goods (e.g., equipment, materials and supplies) and services, the costs of which are to be reimbursed under this Grant by AID and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

- (1) the United States (AID Geographic Code 000),
- (2) "Selected Free World" countries (AID Geographic Code 941),
- (3) the Cooperating Country,
- (4) "Special Free World" countries (AID Geographic Code 935).

(d) Application of Order of Preference

When the Grantee uses AID funds to procure goods and services from other than U.S. sources under the order of preference in 7(c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

- (1) the procurement was of an emergency nature, which would not allow the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (3) impelling local political considerations precluded consideration of U.S. sources,
- (4) the goods or services were not available from U.S. sources, or
- (5) procurement of locally available goods or services as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance Program under this Grant.

(e) The Grantee's Procurement System

- (1) The Grantee may use its own procurement policies and

procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3 and 4, Attachment O of OMB Circular No. A-110 (as set forth in paragraphs 1U.3 and 1U.4 of Handbook 13).

(2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraphs 3 and 4 of Attachment O to OMB Circular No. A-110, (as set forth in paragraphs 1U.3 and 1U.4 of Handbook 13) and have been approved by AID or another Federal department or agency, the Grantee shall furnish the AID Grant Officer a copy of such approval; otherwise the Grantee's procurement policies and procedures shall conform to the specified requirements of OMB Circular No. A-110. (See Handbook 13, Chapter 1, paragraph 1U.)

(f) Procurement Systems - Subgrantees and Contractors

(1) U.S. subgrantees and contractors may use their own procurement policies and procedures provided the Grantee determines that they comply with the intent of paragraph 3 and the requirements of paragraph 4 of Attachment O to OMB Circular A-110 (as set forth in paragraphs 1U.3 and 1U.4 of Handbook 13).

(2) Non-U.S. subgrantees and contractors, who are located abroad and who do not perform in the U.S. under this Grant, may use their own procurement policies and procedures provided that the Grantee determines that they comply with the intent of paragraph 3 of Attachment O to FMC Circular No. 73-8 (as set forth in paragraph 1U.3 of Handbook 13); Paragraph 4 of Attachment O to OMB Circular No. A-110 (as set forth in paragraph 1U.4 of Handbook 13) does not apply to such non-U.S. institutions.

(g) Small Business

To permit AID, in accordance with the small business provision of the Foreign Assistance Act of 1961, as amended, 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 Small Business Office, AID, Washington, D.C. 20523 at least 45 days prior (except where a shorter time is requested of, and granted by the Small Business Office) to placing any order or contract in excess of \$25,000:

- (1) brief general description and quantity of goods or services,
- (2) closing date for receiving quotations, proposals, or bids, and
- (3) address where invitations or specifications can be obtained.

(h) Ineligible^oSuppliers

AID 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 (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable by AID under this Grant. AID will provide the Grantee with this list.

7. REFUNDS

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

(b) Funds obligated hereunder but not disbursed to the Grantee at the time this 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 this Grant shall be refunded to AID.

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

8A. PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(This provision is applicable when the total advances under all the Grantee's cost-reimbursement contracts and assistance instruments with AID exceed \$120,000 per annum and AID has, or expects to have a continuing relationship with the Grantee of at least one year.)

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as an "FRLC") in the amount of this Grant against which the Grantee may present payment vouchers (i.e., Form TFS 5401). The payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$5,000 or more than \$5,000,000. Since the FRLC method enables the Grantee to obtain funds from the U.S. Treasury concurrently with and as frequently as disbursements are made by the Grantee, there need be no time lag between disbursements by the Grantee and drawdowns from the U.S. Treasury by FRLC. Therefore, there is no necessity for the Grantee to maintain balances of Federal cash other than small

balances.

(b) In no event shall the accumulated total of all such payment vouchers exceed the amount of the FRLC.

(c) If at any time, the AID Controller determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, the AID Controller shall advise the AID Grant Officer who may: (1) cause the FRLC to be suspended or revoked; (2) direct the Grantee to withhold submission of payment vouchers until such time as, in the judgment of the AID Controller, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Grant, and/or (3) request the Grantee to repay to AID the amount of such excess. Upon receipt of the AID Grant Officer's request for repayment of excess advance payments, the Grantee shall promptly contact the AID Controller to make suitable arrangements for the repayment of such excess funds. Advances made by primary Grantees (those which receive payments directly from the Government) to secondary recipients shall conform to the same standards applicable to advances made by the Government to the primary Grantee.

(d) Procedure for Grantee.

(1) After arranging with a commercial bank of its choice for operation under the FRLC and obtaining the name and address of the Federal Reserve Bank or branch serving its commercial bank, the Grantee shall deliver to the AID Controller 3 originals of Standard Form 1194, Authorized Signature Card for Payment Vouchers on Letters of Credit, signed by those official(s) authorized to sign payment vouchers against the FRLC and by an official of the Grantee who has authorized them to sign.

(2) The Grantee shall subsequently receive one certified copy of the FRLC.

(3) The Grantee shall confirm with its commercial bank that the FRLC has been opened and is available when funds are needed.

(4) To receive payment, the Grantee shall:

(A) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TFS 5401) in an original and three copies.

(B) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(C) Present the original, duplicate and triplicate copy of the Form TFS 5401 to its commercial bank.

(D) Retain the quadruplicate copy of the voucher.

(5) After the first payment voucher (Form TFS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.

(6) In preparing the payment voucher, the Grantee assigns a voucher number in numerical sequence beginning with 1 and

continuing in sequence on all subsequent payment vouchers submitted under the FRLC.

(7) A report of expenditures (i.e., SF 269, Financial Status Report) shall be prepared and submitted not less than quarterly within 30 days of the end of the period to the AID Controller, AID, Washington, D.C. 20523. This SF 269 Report, submitted with Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, shall be in an original and 2 copies.

(8) The SF 269 report is reviewed against this Grant's provisions, and any improper disbursement is disallowed. The Grantee is notified of the reason for the disallowance and is directed to adjust the next periodic report of expenditures to reflect the disallowance and to reduce its next payment voucher against the FRLC by the amount of the disallowance.

(9) In addition to the submission of the SF 269 and the SF 1034, the Grantee shall submit an original and 2 copies of SF 272, Federal Cash Transaction Report, as follows:

(A) For advances totaling less than \$1 million per year, the Grantee shall submit the SF 272 within 15 working days after the end of the reporting quarter.

(B) For advances totaling more than \$1 million per year, the Grantee shall submit the SF 272 within 15 working days after the end of each month, and

(C) The Grantee's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.

(e) Refund of Excess Funds.

(1) If all costs have been settled under the Grant and the Grantee fails to comply with the AID Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or assistance instruments held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

(2) If the Grantee is still holding excess FRLC funds on a contract or an assistance instrument under which work has been completed or terminated but all costs have not been settled, the Grantee agrees to:

(A) Provide within 30 days after requested to do so by the AID Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The AID Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)

(B) Upon written request of the AID Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under this Grant; and

(C) If the Grantee fails to comply with the AID Grant

Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or assistance instruments held with the Grantee, to withhold payment of FRLC or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee:

8B. PAYMENT - PERIODIC ADVANCE

(This provision is applicable when total advances under all the Grantee's cost-reimbursement contracts and assistance instruments with AID do not exceed \$120,000 per annum or if total advances aggregate more than \$120,000 per annum but there is not a continuing relationship of at least one year.)

(a) Each month (or quarter, if the Grantee is on a quarterly basis) after the initial advance, the Grantee shall submit to the AID Controller an original and 2 copies of SF 272, Federal Cash Transaction Report, as follows:

(1) The Grantee shall submit the SF 272 within 15 working days after the end of the reporting period, and

(2) The Grantee's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.

(b) Along with each SF 272 submission, the Grantee shall submit an original and 3 copies of SF 1034, Public Voucher for Purchases and Services Other Than Personal, each voucher shall be identified by this Grant number and shall state the total actual expenditures for the reporting period.

(c) Each quarterly voucher (i.e., SF 1034) or third monthly voucher, if the Grantee is on a monthly basis, shall also be supported by an original and 2 copies of an SF 269, Financial Status Report. The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034 and the SF 272; however, the SF 269 shall cover the same period as the SF 1034(s) and the SF 272(s).

(d) Refund of Excess Funds.

(1) If all costs have been settled under this Grant and the Grantee fails to comply with the AID Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or assistance instruments held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

2) If the Grantee is still holding excess advance funds on a contract or assistance instrument under which the work has been completed or terminated but all costs have not been settled, the Grantee agrees to;

(A) Provide within 30 days after requested to do so by the AID Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee.

(The AID Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)

(B) Upon written request of the AID Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under this Grant; and

(C) If the Grantee fails to comply with the AID Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or assistance instruments held with the Grantee, to withhold payment of other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.

9. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded Grants.)

(a) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in the Schedule of this Grant and the Grantee agrees to use its best efforts to carry out the program specified in the Schedule and all obligations under this Grant within such estimated cost.

(b) The amount presently available for payment and allotted to this Grant, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to carry out, or have carried out, the program under this Grant up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Grant approximates but does not exceed the total amount actually allotted to this Grant.

(c) (1) If at any time the Grantee has reason to believe that the costs which it expects to incur in carrying out the program of this Grant in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then allotted to this Grant, the Grantee shall notify the AID Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue the program for the period set forth in the Schedule. (2) Sixty days prior to the end of the period specified in the Schedule, the Grantee will advise the AID Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely carrying out of the program under this Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. (3) If, after

notification, pursuant to (c)(1) or (c)(2), above additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date.

Substituted therefor, the AID Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the provisions of the TERMINATION provision on such date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligation hereunder for a period extending beyond such date, it shall specify the later date in its request and the AID Grant Officer, in his discretion, may terminate this Grant on that later date.

(d) Except as required by other provisions of this Grant, specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount from time to time allotted to this Grant, and the Grantee shall not be obligated to continue carrying out the program under this Grant (including actions under the TERMINATION provision) or otherwise to incur costs in excess of the amount allotted to this Grant, unless and until the AID Grant Officer has notified the Grantee in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to this Grant. To the extent the amount allotted exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the AID Grant Officer shall affect the amount allotted to this Grant. In the absence of the specified notice, the Government shall not be obligated to reimburse the Grantee for any costs in excess of the total amount then allotted to this Grant, whether those excess costs were incurred during the course of this Grant or as result of termination. When and to the extent that the amount allotted to this Grant has been increased, any costs incurred by the Grantee in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted, unless the AID Grant Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

10. USE OF FOREIGN CURRENCY

(a) Whenever the Grantee has a need to convert U.S. dollars into local currencies, such conversion shall be made through the U.S. Disbursing Officer. If the Disbursing Officer is unable to effect such conversion, the Grantee is free to use the facilities of any accredited financial institution.

(b) All expenditures of the Grantee in excess or near-excess currency countries, including per diem (subsistence) expenses, which will be reimbursable by AID under this Grant, shall be funded from U.S. owned foreign currencies, unless otherwise authorized in writing by the AID Grant Officer.

11. GRANT AMENDMENTS

This Grant may be amended by formal written modifications to the basic document. Amendments may be proposed by either party to this Grant; however, they must be acceptable to both parties before they become effective and binding.

12. DISPUTES

(a) Except as otherwise provided in this Grant, any dispute concerning a question of fact arising under this Grant which is not disposed of by agreement shall be decided by the AID Grant Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The decision of the AID Grant Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Grantee mails or otherwise furnishes to the AID Grant Officer a written appeal addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this provision, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

(b) This DISPUTES provision does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided that nothing in this Grant shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. TERMINATION

(a) For Cause. This Grant may be terminated for cause at any time, in whole or in part, by the AID Grant Officer upon written notice to the Grantee, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

(b) For Convenience. This Grant may be terminated for

convenience at any time by either party, in whole or in part, if both parties agree that the continuation of this Grant would not produce beneficial results commensurate with the further expenditures of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the AID Grant Officer to the Grantee.

(c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, 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 30 calendar days after the effective date of such termination, repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Government to the Grantee prior to the effective date of the termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transactions, the Grantee may submit to the Government within 90 calendar days after the effective date of such termination, a written claim covering such obligations, and subject to the limitations contained in this Grant, the AID Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

14. SUBORDINATE AGREEMENTS

The placement of subordinate agreements (e.g., leases, options, agreements, or contracts) with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the AID Grant Officer if they will be funded by AID hereunder, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of Paragraph 1U of Chapter 1, Handbook 13. In no event shall any such subordinate agreement 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.

15. PUBLICATIONS

(This provision is applicable to any agreement which

produces any book, publication, or other copyrightable material.)

(a) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult AID on the nature of the acknowledgement prior to publication.

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

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

(d) The Grantee is permitted to secure copyright to any publication produced or composed under this Grant in accordance with paragraph 1T8.b. of Chapter 1, Handbook 13; Provided, that 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 authorize others to use the work for Government purposes.

16. PATENTS

(This provision is applicable to any Grant which produces patentable items, patent rights, processes or inventions.)

(a) The Grantee agrees to notify the AID Grant Officer in writing of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The AID Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy (36 FR 16889) and paragraph 1T8.a. of Chapter 1, Handbook 13.

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

17. INELIGIBLE COUNTRIES

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

18. EQUAL OPPORTUNITY IN EMPLOYMENT

(This provision is applicable to all Grantees, subrecipients and contractors under this Grant who either perform work in the United States or who recruit personnel in the United States to do work abroad.)

(a) With respect to the employment of persons in the U.S. under this Grant, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, color or national origin of such persons and, 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, 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 11, 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.

(b) In addition, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to sex, religion, age, and handicap, in accordance with P.L. 92-261, P.L. 93-259, P.L. 93-112 and P.L. 93-508. When work funded by AID under this Grant is performed in either the U.S. or overseas, no person shall on the grounds of sex, religion, age, or handicap, be excluded from participation, be denied benefits, or be subjected to discrimination.

19. U.S. OFFICIALS NOT TO BENEFIT

No member of or delegate to the U.S. Congress or resident U.S. 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.

20. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability, or in its discretion, to deduct from the Grant an amount, or otherwise recover, the full amount of each

commission, percentage, brokerage, or contingent fee.

21. NONLIABILITY

AID assumes no liability with respect to any third party for any claims for damages arising out of the program supported by this Grant.

22. TITLE TO, USE, AND CARE OF PROPERTY

(a) The term "property" as used in this provision shall mean Grantee purchased property the cost of which is reimbursed by AID under this Grant. The term "non-expendable property" means property which is complete in itself; does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more.

(b) The Schedule of this Grant shall specify (or the AID Grant Officer may direct) that title to specific property shall be vested in the Grantee, or in the Cooperating Country. When title is to be vested in the Grantee, paragraph (c) of this provision is applicable. When title is to be vested in the Cooperating Country, paragraph (d) of this provision is applicable. If specific direction regarding placement of title is not provided either in the Schedule of this Grant, or by the AID Grant Officer, then title shall be vested in the Grantee, and paragraph (c) of this provision is applicable.

(c) Grantee Titled Property.

(1) The Grantee shall not charge for any depreciation, amortization, or use of property, title to which remains in the Grantee under this Grant, or any other U.S. Government agreement, subagreement, contract, or subcontract.

(2) The Grantee agrees to use and maintain the property for the purpose of this Grant in accordance with the requirements of paragraph 17 of Chapter 1, Handbook 13.

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

(i) To report such items to the AID Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.

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

(d) Cooperating Country Titled Property.

(1) Property titled to the Cooperating Country shall be under the custody and control of the Grantee until the owner of title directs otherwise, or completion of work under this Grant, or its termination, at which time custody and control shall be turned over to the owner of title, or disposed of in

accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(2) The Grantee shall prepare and establish a program to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of the Cooperating Country titled property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The Grantee shall be guided by the requirements of paragraph 1T of Chapter 1, Handbook 13.

(3) Within 90 days after completion of this Grant, or at such other date as may be fixed by the AID Grant Officer, the Grantee shall submit an inventory schedule covering all items of property under its custody, title to which is in the Cooperating Country or public or private agency designated by the Cooperating Country, which have not been consumed in the performance of this Grant. The Grantee shall also indicate what disposition has been made of such property.

23. AUDIT AND RECORDS - NON U.S. SUBGRANTEES AND CONTRACTORS

(1) The Grantee shall require non U.S. subgrantees and non U.S. contractors (see paragraph L3, Chapter 1 of Handbook 13) to maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly that funds provided by the Grantee were expended exclusively for the purposes of the subordinate agreement. Such records shall be maintained for three years following the expiration of the subordinate agreement.

(2) The Grantee shall ensure that, after each twelve months of a subordinate agreement with a non-U.S. institution, an audit is conducted on the subgrantees and/or contractors's records by an independent public accountant with a national certification similar or equivalent to a certified public accountant. If the Grantee determines that an audit is not possible or feasible it shall submit to the AID Grant Officer the reasons why such an audit is not possible or feasible, and present for the approval of the AID Grant Officer, alternatives which will achieve the objectives, set forth in this provision. The Grantee shall include in each subordinate agreement hereunder, a provision by which the Grantee asserts the right to audit if the independent audit does not take place or is unacceptable. The subordinate agreement shall also require that the subgrantees and contractors shall make available any further information as requested by the Grantee with respect to questions concerning the audit. The report of independent audit shall be submitted to the Grantee and retained by it in accordance with the standard provision entitled ACCOUNTING, AUDIT AND RECORDS.

(3) The purpose of the independent audit shall be to determine the propriety and necessity of the subrecipient's expenditures in terms of the purposes for which the funds were made available, and the adequacy of the subrecipient's financial management. Notwithstanding the requirement for an independent audit, the AID Auditor General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 16, Chapter 1 of Handbook 13) reserve the right to conduct an audit of the subrecipient's books and records to determine whether the subrecipient has expended AID's funds in accordance with the terms of this Grant. The terms of this Provision are applicable only to subordinate agreements with non-U.S. institutions.

24. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

(This provision is applicable only to the Grantee's U.S. or third country national employees; it is not applicable to the Grantee's cooperating country national employees.)

(a) 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.

(b) The sale of personal property or automobiles by Grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission, except as this may conflict with host government regulations.

(c) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage directly or indirectly, either in his own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

(d) The Grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any Grantee employee is not in accordance with the preceding paragraphs, the Grantee's chief of party shall consult with the Mission Director and the employee involved and shall recommend to the Grantee a course of action with regard to such employee.

(f) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

25. NOTICES

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: AID Grant Officer;

TO THE: Grantee at Grantee's address shown in this Grant;
or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this provision or on the effective date of the notice, whichever is later.

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