

PO-FAV-176

# CONTRACT AMENDMENT

CONTRACT/AGREEMENT  
DATA SHEET

**B** 2331

1. Ni/SER/CM/SD/SS  
Action Monitor: L.B.

2. Date PIO/T Received:  
6 / 29 / 84

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

3. Contract/Agreement Number: DAN-1282-G-SS-1073- <i>Am. No. 3</i>		5. Organization Symbol: <i>Rec'd for Val's. 7/19/84</i>	
4. Contractor/Recipient Name: Tennessee State University		8. Organization Symbol: S&T/T/ROR	
6. Project Title: Title XII University Strengthening Grant - Nonmatching			
7. Project Officer's Name: C. Barker		8. Organization Symbol: S&T/T/ROR	
9. Requisitioning Document ID No: 931-1282-3641494		19. Budget Plan Code: DDAA84-13600-AG11 App. 72-1141021.3, A11. 443-36-099-00-20-41	
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		20. Country or Region of Performance: <i>WW</i>	
11. Amount of this PIO/T: Obl. U.S. \$ 97,057 (inc.)		21. a. This Action Increases TEC by \$ <i>- 0 -</i> b. Total Est. Cost of Contractual Document \$ <i>500,000</i>	
12. Amount Obligated/ Subobligated/ Deobligated by this Action: U.S. \$ <i>97,057</i>		22. Amount of Non-Federal Funds Pledged to the Project: <i>NON-MATCHING</i> U.S. \$ <i>- 0 -</i>	
13. Cumulative Obligation: U.S. \$ <i>316,801</i>		23. Effective Date of this Action: <i>07/18/84</i>	
14. This Action Funded Through: <i>08/31/85</i>		24. Estimated Completion/Expiration Date: <i>08/31/86</i>	
15. Date Contractual Documents Signed by AID Official: <i>07/18/84</i>		25. Contractor DUNS Number: <i>990231870</i>	
16. Incrementally Funded Contract: <i>YES</i>		26. Consultant Type Award: <i>NO</i>	
17. Host Country/Counterpart Inst.: (Univ. Contracts) <i>N/A</i>		27. Number of Person Months: (PASA/RSSA only) <i>N/A</i>	
18. Campus Coordinator: (Univ. Contracts) <i>N/A</i>		28. Number of Persons: (PASA/RSSA only) <i>N/A</i>	
29. Negotiator's Typed Name: <i>Tony</i>	30. Negotiator's Signature: <i>[Signature]</i>	31. Date Signed: <i>07/12/84</i>	
32. Contract/Grant Officer's Organization Symbol: <i>OC 7/3</i>	33. Contract/Grant Officer's Signature: <i>[Signature]</i>	34. Date Signed: <i>7/15/84</i>	

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

35. SELECTION PROCEDURES: A. Formally Advertised B. Negotiated Price Competition, General Procedure C. A&E D. Ed. Inst. and/or Int'l. Research E. Collaborative Assistance F. Predominant Capability G. Unsolicited Proposal		<input type="checkbox"/> H. Procurement to be Performed by the Contractor in Person I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection ● Grant/Cooperative Agreement L. Competitive M. Noncompetitive N. Small Business Set Aside O. Overseas Procuring Activities	
---	--	--	--

ENTERED  
JUL 27 1984  
STAT. Section

*Advised LB*  
21 JUL 1984

MODIFICATION OF GRANT

DUNS NO. 990231870

1. Amendment No. 3	2. Effective Date: Signature of Grant Officer /	3. Grant No. DAN-1282-G-SS/ -1073-03	4. Effective Date of Grant September 1, 1981
-----------------------	---	--	--

5. Grantee: (Name and Address)  Tennessee State University Nashville, Tennessee 37203	6. Administered By: Grant Officer Agency for International Development Office of Contract Management CM/COD/AN: TP Washington, D. C. 20523
---	--

7. PIO/T No.: 3641494 Appropriation No.: 72-1141021.3 Allotment Symbol: 443-36-099-00-20-41 Budget Plan Code: DDAA84-13600-AG11 Amt. Oblig. Prior to this Am. \$ 219,744 Amt. Oblig. by this Amendment \$ 97,057 Total Obligated Amount \$ 316,801	8. Previous PIO/T's: 3631612 3621396 3611673	FUNDS AVAILABLE JUL 23 1984 o/c 4190 2. Memphis Program Acctg. Division OFFICE OF FINANCIAL MANAGEMENT
--	---	--

9. The purposes of this modification are to extend the funding period of the grant and to fund the fourth year of the grant. Accordingly, the grant is amended in pertinent part as follows:

A. Cover Page

"Amount Obligated" - Delete "\$219,744" and substitute in lieu thereof "\$316,801."

B. Article V - "Funds Obligated and Estimated Costs"

(1) Delete A.I.D.'s obligated amount of "\$219,744, and substitute in lieu thereof "\$316,801."

(2) Delete the funding period ending date of "August 31, 1984," and substitute in lieu thereof "August 31, 1985."

AID TECHNICAL OFFICE: S&T/T/RUR

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended. Except as herein provided, all terms and conditions of the agreement referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 7 copies.

12. GRANTEE: TENNESSEE STATE UNIVERSITY

BY: [Signature]

(Name typed or printed)

THE UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: [Signature]

Phillip Casteel  
(Name typed or printed)

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

TITLE: Grant Officer  
DATE: 7/18/84

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	Page 1 of Pages
		2. PIO/T No. 931-1282 <i>3641494</i>	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title 931-1282 Title XII University Strengthening Grant - Nonmatching - Tennessee State University	

DISTRIBUTION	5. Appropriation Symbol 72-1141021.3		6. Allotment Symbol and Charge DDA84-13600-AG11 (443-36-099-00-20-41)	
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> 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 <input type="checkbox"/> AID Contract (MB 14) <input type="checkbox"/> PASA/RSSA (MB 12) <input checked="" type="checkbox"/> AID Grant (MB 13) <input type="checkbox"/> Other		11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) DAN-1282-G-55-1073-00	

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
	B. U.S.-Owned Local Currency		97,057		97,057

12. Mission References	14a. Instructions to Authorized Agent  The purpose of this PIO/T is to fund the fourth period of performance (9/1/84-8/31/85);  <p style="text-align: right;">FUNDS RESERVED BY <i>[Signature]</i> POSTED <u>6/21/84</u> M/FM/ASD</p>
	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	Phone No. 235-8929	B. The statement of work lies within the purview of the initiating and approved agency program	Date
	S&T/T/RUR, C. Barker <i>[Signature]</i>		Date 6/18/84
C.	S&T/PO, F. Campbell <i>[Signature]</i>	D. Funds for the services requested are available	Date 6/19/84
E.			

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to	17. For the Agency for International Development
Signature _____ Date _____	Signature <i>[Signature]</i> <i>[Signature]</i> Date <i>19 June 84</i>
Title _____	Title Chief, S&T/PO/PR <span style="float: right;">4</span>

DEPARTMENT OF STATE  
AGENCY FOR  
INTERNATIONAL DEVELOPMENT

Worksheet  Issuance

PAGE 2 OF 2 PAGES

1. Cooperating Country  
Worldwide

2a. PIO Number  
931-1282

2b. Amendment  
 Original OR No. \_\_\_\_\_

3. Project Number and Title 931-1282  
Title XII University Strengthening Grant  
Nonmatching - Tennessee State University

- PIO/C  
 PIO/P  
 PIO/T  
 PA/PR

CONTINUATION  
SHEET

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	219,744
Less:	Total Actual Expenditures Thru 8/31/83	69,744
Less:	Estimated Accrued Expenditures - 9/1/83-8/31/84	150,000
	Estimated Pipeline	0
	Proposed Budget Amount for Funding Period 9/1/84-8/31/85	97,057
Less:	Estimated Pipeline (End of Current Funding Period)	0
	Amount Actually required for Proposed PIO/T	97,057

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

3. Contract/Agreement Number: DAN-1282-G-SS-1073-00 <i>AT 2</i>		Recd. for Vali. 8/24/83	
4. Contractor/Recipient Name: Tennessee State University		5. Organization Symbol:	
6. Project Title: Minority Institution Title XII University Strengthening Grant			
7. Project Officer's Name: B. Masters		8. Organization Symbol: S&T/RUR	
9. Requisitioning Document ID No: 931-1282-3631612		19. Budget Plan Code: DDAA 83-13600-AG11 App. 72-1131021.3, All. 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		20. Country or Region of Performance: <i>Worldwide</i>	
11. Amount of this PIO/T: U.S. \$ <i>114,424 (inc.)</i>		21. Total Estimated Cost of the Contractual Document: U.S. \$ <i>500,000</i>	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <i>114,424</i>		22. Amount of Non-Federal Funds Plugged to the Project: U.S. \$ <i>0</i>	
13. Cumulative Obligation: U.S. \$ <i>219,744</i>		23. Effective Date of this Action: <i>8/23/83</i>	
14. This Action Funded Through: <i>8/31/84</i>		24. Estimated Completion/Expiration Date: <i>8/31/86</i>	
15. Date Contractual Documents Signed by AID Official: <i>8/23/83</i>		25. Contractor DUNS Number: <i>990231870</i>	
16. Incrementally Funded Contract: <i>Grant: Yes</i>		26. Consultant Type Award: <i>—</i>	
17. Host Country/Counterpart Inst.: (Univ. Contracts) <i>—</i>		27. Number of Person Months: (PASA/RSSA only) <i>—</i>	
18. Campus Coordinator: (Univ. Contracts) <i>—</i>		28. Number of Persons: (PASA/RSSA only) <i>—</i>	
29. Negotiator's Typed Name: <i>HACKON</i>		30. Negotiator's Signature: <i>[Signature]</i>	
32. Contract/Grant Officer's Organization Symbol: COD/AN		33. Contract/Grant Officer's Signature: <i>[Signature]</i>	
		31. Date Signed: <i>8/23/83</i>	
		34. Date Signed: <i>8/23/83</i>	

437

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

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <i>STAT</i> <input type="checkbox"/> B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) <i>SEP</i> <input type="checkbox"/> C. IQC & Requirements Contracts <i>ENTERED</i> <input type="checkbox"/> D. Other <input type="checkbox"/>		37. SUBJECT TO STATUTORY REQUIREMENT: A. Walsh-Healey Act, Manufacturer* <input type="checkbox"/> B. Walsh-Healey Act, Regular Dealer* <input type="checkbox"/> C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers) <input type="checkbox"/> D. Davis-Bacon Act (Construction) <input type="checkbox"/> E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts) <input type="checkbox"/> * Equipment, Supplies, Materials, and Commodities	
36. ADVANCE: A. No Advance <input type="checkbox"/> B. Advance Non-FRLC <input type="checkbox"/> C. Advance FRLC <input type="checkbox"/>		38. Country of Manufacture: <i>Advance LB</i> <i>8/26/83</i>	

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

AUG 23 1983

Dr. F.S. Humphries  
President  
Tennessee State University  
Nashville, Tennessee 37203

RECEIVED  
SEP 6 1983

OFFICE OF THE PRESIDENT

Subject: Amendment No. 2  
Title XII Strengthening Grant  
(Non-matching)  
DAN-1282-G-SS-1073-00

Dear Dr. Humphries:

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 "\$105,320" and replace with, "\$219,744"

2. ARTICLE V - FUNDS OBLIGATED AND ESTIMATED COSTS

Delete the paragraph in its entirety and replace with the following:

"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 \$219,744 beginning on the effective date of this grant as shown on the Cover Page and ending on 31 August 1984. Obligation of funds for activities to be undertaken in subsequent years of this grant shall be in accordance with Attachment B - Standard Provision 35 entitled "Limitation of Funds." Payment hereunder will be made in accordance with the Standard Provision 7B entitled "Periodic Advance."

3. ARTICLE VII - STANDARD PROVISIONS

Add the following as "k" and "l".

k) The attached Standard Provision 37, entitled "Patent Rights" is made a part of the Standard Provisions.

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

"(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)."

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 funds marked "Funds Available."

Sincerely yours,



Phillip Casteel  
Grant Officer  
A/N Science and Technology Branch  
Central Operations Division  
Office of Contract Management

ACCEPTED BY:

TENNESSEE STATE UNIVERSITY

BY: Fred A. Jones

Title: President

Date: December 12, 1983

Funding Data for this Amendment

PIO/T: 931-1282-3631612

Amount Obligated: \$114,424

Project No.: 931-1282

Appropriation No.: 72-1131021.3

Allotment No.: DDAA-83-13600-AG11  
343-36-099-00-20-31

AID's Total Estimated Cost: \$500,000

*01C 4190*  
FUNDS AVAILABLE

*1983*  
*William*  
Procurement Division  
OFFICE OF FISCAL MANAGEMENT

REC'D 7/21/82

CONTRACT/AGREEMENT DATA SHEET	DUP	1. M/SER/CM/SD/SS Action Monitor: L.B.	2. Date PIO/T Received: 7 / 12 / 82
-------------------------------	-----	--	--

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

3. Contract/Agreement Number: DAN-1282-G-SS-1073-00 <i>Att 1</i>		5. Organization Symbol:	
4. Contractor/Recipient Name: Tennessee State University		8. Organization Symbol: S&T/RUR	
6. Project Title: Minority Institution Title XII University Strengthening Grant		7. Project Officer's Name: Curtis Barker	
9. Requisitioning Document ID No: 931-1282-3621396		19. Budget Plan Code: DDAA-82-13600-AG11 App. 72-1121021.3, All. 243-36-099-00-20-21	
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		20. Country or Region of Performance: USA	
11. Amount of this PIO/T: U.S. \$ 28,890 (inc.)		21. Total Estimated Cost of the Contractual Document: U.S. \$ 500,000	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 28,890		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ - 0 -	
13. Cumulative Obligation: U.S. \$ 105,320		23. Effective Date of this Action: 07/20/82	
14. This Action Funded Through: 08/31/83		24. Estimated Completion/Expiration Date: 08/31/86	
15. Date Contractual Documents Signed by AID Official: 07/20/82		25. Contractor DUNS Number:	
16. Incrementally Funded Contract: YES		26. Consultant Type Award: NO	
17. Host Country/Counterpart Inst.: (Univ. Contracts) N/A		27. Number of Person Months: (PASA/RSSA only)	
18. Campus Coordinator: (Univ. Contracts) F. Humphries		28. Number of Persons: (PASA/RSSA only)	
29. Negotiator's Typed Name: LAKE		30. Negotiator's Signature: <i>[Signature]</i>	
32. Contract/Grant Officer's Organization Symbol: COD/AN		33. Contract/Grant Officer's Signature: <i>[Signature]</i>	
		34. Date Signed: 7/25/82	

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

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

STAT Section  
MAY 14 1983  
ENTERED

10

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

DNL

Dr. F. S. Humphries  
President  
Tennessee State University  
Nashville, Tennessee 37203

JUL 20 1982

Subject: Amendment No. 1  
Title XII Strengthening Grant  
(Non-matching)  
DAN-1282-G-SS-1073-00

Dear Dr. Humphries:

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 "\$76,430" and substitute in lieu thereof "\$105,320."
2. ARTICLE V - FUNDS OBLIGATED AND ESTIMATED COSTS
  - a) Delete AID's obligated amount of "\$76,430" and substitute in lieu thereof the amount "\$105,320."
  - b) Delete the funding period ending date "August 31, 1982" and substitute in lieu thereof the date August 31, 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:

- 2 -

"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.

12

(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 BIFAD and AID (see 43 FR 37049, dated August 21, 1978)."

- 1) 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 Darwin

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

ACCEPTED BY:

TENNESSEE STATE UNIVERSITY

BY: \_\_\_\_\_

TITLE \_\_\_\_\_

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

Funding Data for this Amendment

PIO/T No.: 3621396  
Amount Obligated: \$28,890  
Project No.: 931-1282  
Appropriation No.: 72-1121021.3  
Allotment No.: DDAA82-13600-AG11  
243-36-099-00-20-21  
AID's Total Estimated Cost: \$500,000

16

DNL  
24500-1280

ORIGINAL

Dr. P. S. Humphries  
President  
Tennessee State University  
Nashville, Tennessee 37203

JUL 20 1982

Subject: Amendment No. 1  
Title XII Strengthening Grant  
(Non-matching)  
DAN-1282-G-SS-1073-00

Dear Dr. Humphries:

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 "\$76,430" and substitute in lieu thereof "\$105,320."
2. ARTICLE V - FUNDS OBLIGATED AND ESTIMATED COSTS
  - a) Delete AID's obligated amount of "\$76,430" and substitute in lieu thereof the amount "\$105,320."
  - \* b) Delete the funding period ending date "August 31, 1982" and substitute in lieu thereof the date August 31, 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

REVALUATED ON PAGE

"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)."

- 1) 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

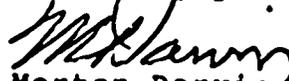
which the Grantee asserts the right to audit if the independent audit does not take place or is unacceptable. The subordinate agreement shall also require that the subgrantees and contractors shall make available any further information as requested by the Grantee with respect to questions concerning 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:

TENNESSEE STATE UNIVERSITY

BY: 

TITLE President

DATE: 8/30/82

CLC 4190  
FUNDS AVAILABLE

Funding Data for this Amendment

PIO/T No.: 3621396

Amount Obligated: \$28,890

Project No.: 931-1282

Appropriation No.: 72-1121021.3

Allotment No.: DDAA82-13600-AG11

243-36-099-00-20-21

AID's Total Estimated Cost: \$500,000

JUL 27 1982  
Program Acctg. Division  
OFFICE OF FINANCIAL MANAGEMENT

# CONTRACT

**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

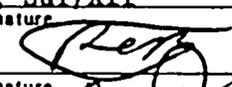
Tennessee State University

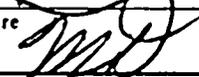
PIO/T Number <u>931-1282-3611673</u>	Appropriation Number <u>72-1111021.3</u>	Allotment Number <u>143-36-099-00-20-11</u>	Project Number <u>931-1282</u>
---	---	--	-----------------------------------

Project Title

Minority Institution Title XII University Strengthening Grant

Amount of this PIO/T <u>\$76,430 (inc.)</u>	Project Manager's Name and Office Symbol <u>Curtis Barker, S&amp;T/XII</u>	Contractor's D-U-N-S Number
--	---	-----------------------------

Negotiator's Typed Name <u>Bender</u>	Signature 	Date
--	--	------

Contract/Grant Officer's Typed Name <u>M. Darvin</u>	Signature 	Date
---	--	------

**PART IB.**

Contract/Grant Number <u>DAN-1282-6-55-1073-00</u>	Type Order	Order Number	Amendment/Modification Number	Date PIO/T Received by CM/SD/SUP or Mission Contract Office <u>8/24/81</u>
---	------------	--------------	-------------------------------	---

**PART II.**

Effective Date of Document <u>9/1/81</u>	Signature Date of Document <u>8/26/81</u>	Estimated Completion Date <u>8/31/86</u>	Contract/Grant funded through (date) <u>8/31/82</u>
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action <u>76,430</u>	Cumulative Obligation thru this Action <u>76,430</u>

**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 8/27/81*

**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 MSI.

**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 J. Byam 8/31*

**OCT 3 1981**

*24*

**M09 - CONTRACTING PARTIES**

- 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) \_\_\_\_\_

**M11 - ADVANCE**

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

**M12 - COUNTRY OF PERFORMANCE**

(Specify) WORLD

**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) \_\_\_\_\_

**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**

**COMPETITIVE**

- 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. DAN-1282-G-SS-1073-00  
NO. \_\_\_\_\_

PROJECT TITLE: Strengthening Grant

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

Science and Technology Bureau  
Office of Title XII Coordination and  
University Relations (ST/XII-UR)

GRANTEE

Tennessee State University  
Name  
School of Agriculture and Home Economics  
Street Address

Nashville, Tennessee 37203

City State Zip Code  
MAIL VOUCHERS (original and 3 copies) TO

Agency for International Development  
Office of Financial Management  
Washington, D.C. 20523

EFFECTIVE DATE:

SEP 1 1981

EXPIRATION DATE:

AUG 31 1986

ACCOUNTING AND APPROPRIATION DATA

Amount Obligated: \$76,430

Appropriation No: 72-1111021.3

Allotment No: 143-36-099-00-20-11

PIO/T No: 3611673

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 \_\_\_\_\_ pages; Attachment "A", Program Description, and Attachment B, Standard Provisions.

GRANTEE Tennessee State University	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY: (Signature of Authorized Individual) <i>[Signature]</i>	BY: (Signature of AID Grant Officer) <i>[Signature]</i> 8/24/81
TYPED OR PRINTED NAME President	TYPED OR PRINTED NAME Morton Darvin
TITLE	TITLE AID Grant Officer
DATE September 24, 1981	DATE AUG. 26 1981

## 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 below covering the immediately preceding funding period. The report will contain information substantially as follows:

1. For each objective as set forth in Attachment A - Program Description, a comparison of actual accomplishments with the goals established for the reported period. Include a description of activities undertaken in relation to each objective, indicating those activities which are new.

2. Status of funds as reported on Standard Form 269, "Financial Status Report."

3. Discussion of any program or budget adjustments proposed to be made during the next period. It is understood that the first report prepared and submitted hereunder will provide information on less than the first full funding period.

4. 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."

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 Sept. 1, 1981 to August 31, 1986. (E). 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 \$ 76,430 beginning on the effective date of this grant as shown on the Cover Page and ending on Aug. 31, 1982 . 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)".

C. In Standard Provision 5, Travel and Transportation, make the following changes in paragraph 5(b):

Delete the word "written" from the first sentence of paragraph 5(b) and add the following new sentence "Such concurrence shall be confirmed in writing." at the end of the first sentence.

D. OMB Circular A-21, "Cost Principles for Educational Institutions"

Throughout this grant, "OMB Circular A-21" is substituted for "FMC Circular 73-2."

**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 MINORITY INSTITUTION TITLE XII UNIVERSITY  
STRENGTHENING GRANT FOR TENNESSEE STATE UNIVERSITY

I. INTRODUCTION

Tennessee State University (TSU) is a land-grant institution in an urban setting. In both the historical and contemporary sense, Agriculture has been and continues to be very significant in TSU's development. Since its opening in 1912 as the Agricultural and Industrial State Normal School at Nashville, TSU has seen Agriculture command and receive enormous emphasis and attention. The preeminence of Agriculture at TSU has not waned since those early days, rather it has expanded on the national and international levels. Indeed, the interactions and the interrelationships between domestic and international food and agricultural production are such that there is no isolating of domestic decisions from international concerns. TSU has always displayed a positive and genuine concern for Agriculture and encouraged international involvement by faculty and students. However, a paucity of funds has limited the University's capacity to participate in international food and agricultural development activities.

To strengthen its capabilities to participate in international food and agricultural development, TSU is requesting a "Strengthening Grant" under Title XII of the International Development and Food

32  
K. S. ELL  
13 APR 1961  
MFB

Assistance Act of 1975. The broad long-term goal of TSU is to increase its capabilities to contribute towards lessening both the supply and the demand problems which constrain the effectiveness of agricultural, rural development and nutrition improvement, planned and needed agricultural and rural development initiatives in LDC's. The efforts by TSU will involve all three of the basic functions of a land-grant University: i.e. teaching, research, and extension under the framework of Title XII. In accordance with TSU's overall long-term goal involving Title XII, several general areas have been identified to be strengthened during the five year funding period. To a large extent existing potential at the University as reflected in both programs and personnel suggest that certain general areas would receive greater attention. The general areas to be strengthened are as follows:

1. Human Nutrition: Activities focused on food preparation and production skills that emphasize the role of women in the improvement of nutritional status of the family based upon low-cost diets.
2. Plant and Animal Science: Improving and enhancing food production techniques of small farmers of limited resource and low income.
3. Agricultural Economics, Sociology, and Rural Development: Focusing attention on small farms and community development in rural areas and villages.

## II. SPECIFIC OBJECTIVES, EVALUATION CRITERIA AND ACTIVITIES

The specific objectives of TSU's strengthening program are:

- a. To place greater emphasis on international agriculture in its curriculum by adding courses or by revising existing courses which will increase the training opportunities and potential for students to participate in AID programs.

The associated activities with objective a include reviewing curricular offerings and syllabi for existing courses and determining courses that should be modified and/or added to achieve this objective. In addition, course descriptions will be written and syllabi developed for new and modified courses for addition to the curriculum. Library materials in subject matter areas supportive of IFAD will be identified and purchased. These activities can be evaluated by the degree to which the existing Agriculture curriculum is changed to reflect an international scope as well as the degree of international orientation of the students enrolled in the various degree granting programs in the school.

- b. To strengthen the faculty's capacity to engage in the delivery of technical assistance to LDC's through the familiarization of problems that confront specific countries and/or regions with respect to the delivery of extension services.

The activities associated with objective b include conducting, on a quarterly basis, seminar series that focus on international development. Identifying and contracting visiting lecturers to address the successes and constraints to the delivery of technical assistance through the use of extension programs.

- c. To improve and/or enhance the capability of TSU's faculty to communicate effectively in language of LDC(s) in which technical assistance activities are being conducted.

Because the teaching of foreign languages and international studies has declined in U.S. Universities over the past several years, the ability to speak foreign languages has declined. TSU would undertake the following activities through the strengthening program to enhance its ability to communicate in the language of LDC(s). TSU's International Food & Agricultural Development (IFAD) program through the department of continuing education of TSU, will offer a course in French for selected faculty. We would also acquire language course training materials, for example, tapes, tape recorders, manuals, etc. Informal cross-cultural discussion sessions with students and other individuals in the community with experiences in those countries and/or regions of intended and actual involvement would be scheduled.

- d. To give TSU faculty of Agriculture, Home Economics and closely related areas more overseas experience through involvement in short-term and eventually long-term AID bilateral programs with particular emphasis on the delivery of research, training and extension related activities in selected areas in LDC(s).

Activities associated with this objective will include participating in international development conferences, workshops and site visits in LDC's. Participants in overseas activities would make formal presentations of their experiences including a written report

to the IFAD faculty upon return to the University. There will also be pursued, via identification, an arrangement for faculty overseas, short-term experiences through SECID and other relevant organizations. Examples of such arrangements could be a hook-up with SECID on its Upper Volta and/or Nepal project(s) both of which have large extension components. Under such hook-ups, TSU faculty would serve as adjunct members of formally organized teams and would thus operate within a more structured framework.

- e. To develop collaborative linkage with at least one LDC through which faculty and student cross cultural communications may be enhanced.

Activities associated with objective e include establishing criteria for selecting an LDC with which to form collaborative linkage which include the LDC needs matched with IFAD abilities, as well as other pertinent considerations. Subsequent to the establishment of selection criteria, a country (LDC) would be selected based on the established criteria. The identification of key personnel at TSU and in the selected LDC institution to initiate and sustain collaborative linkage would be an ongoing activity.

- f. To enhance TSU's capability to support the above five (5) objectives by making appropriate organizational changes and adjustments, including the creation of a favorable environment for responding to opportunities for involvement in international activities.

The activities associated with enhancing support for an IFAD program at TSU will include the establishment of an IFAD office, the selection

Index of  
Standard Provisions

- |   |   |
|---|---|
| 1. Definitions  | 14. Subordinate Agreements                                    |
| 2. Allowable Costs and Contributions  | 15. Publications  |
| 3. Accounting, Audit and Records  | 16. Patents   |
| 4. Salaries   | 17. Ineligible Countries                                      |
| 5. Travel and Transportation  | 18. Equal Opportunity in Employment                           |
| 6. Procurement of Goods and Services under \$250,000                            | 19. U.S. Officials Not to Benefit                             |
| 7. Refunds  | 20. Covenant Against Contingent Fees                          |
| 8. Payment - Federal Reserve Letter of Credit (FRLC) Advance - Periodic Advance | 21. Nonliability  |
| 9. Limitation of Funds  | 22. Title to, Use, and Care of Property                       |
| 10. Use of Foreign Currency   | 23. Audit and Records - Non-U.S. Subgrantees and Contractors  |
| 11. Grant Amendments  | 24. Regulations Governing Employees Outside the United States |
| 12. Disputes  | 25. Notices   |
| 13. Termination   |   |

of an IFAD director and personnel for the program. A working relationship with USAID, BIFAD, SECID and other pertinent institutions and agencies will be established in addition to making contact with selected offices of international programs at American Universities to obtain information and workings of these programs. The important activities of developing policies, procedures and guidelines for participation in the IFAD program as well as familiarizing and orientating the administration at the University and state level with the IFAD and Title XII programs will be completed. Selection of an internal review committee, conducting of external review of the IFAD program and follow-up activity utilizing consultants, in response to the external review committee would be comprised of persons from AID, along with faculty and administration representation from AID experienced University.

## 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 0 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 0 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 0 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 0 to FMC Circular No. 73-8 (as set forth in paragraph 1U.3 of Handbook 13); Paragraph 4 of Attachment 0 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 Suppliers**

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 II, Title 22 of the Code of Federal Regulations, entitled Non-discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964.

(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 1T 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