

CONTRACT AMENDMENT

CONTRACT/AGREEMENT
DATA SHEET

B 2005

1 M/SER/CM/SD/SS
Action Monitor L.B.

2 Date PIO/T Received
6 / 12 / 84

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

3 Contract/Agreement Number NEB-0168-G-SS-1059- <i>A#4</i>		5 Organization Symbol	
4 Contractor/Recipient Name <i>City University of New York, Inst for Med. East Peace & Development</i>		8 Organization Symbol <i>NE/ME</i>	
6 Project Title Images of Conflict			
7 Project Officer's Name R Burns			
9 Requisitioning Document ID No 298-0168-3-6238004		19 Budget Plan Code NES-83-33298-KG-12 App. 72-1131037, All. 337-62-298-00-69-31	
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>Regional</i>	
1 Amount of this PIO/T US \$ <i>-0-</i>		21 a This Action Increases TEC by \$ <i>0</i> b Total Est. Cost of Contractual Document \$ <i>1,169,000</i>	
2 Amount Obligated/Subobligated/Deobligated by this Action US \$ <i>0</i>		22 Amount of Non Federal Funds Pledged to the Project US \$ <i>0</i>	
13 Cumulative Obligation US \$ <i>1,169,000</i>		23 Effective Date of this Action <i>6/14/84</i> 7/9/84?	
14 This Action Funded Through <i>9/30/84</i>		24 Estimated Completion/Expiration Date <i>9/30/84</i>	
15 Date Contractual Documents Signed by AID Official <i>6/14/84</i> 7/9/84?		25 Contractor DUNS Number <i>064932676</i>	
16 Incrementally Funded Contract <i>No</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 A. Eisenberg		30 Negotiator's Signature <i>Allen Eisenberg</i>	
32 Contract/Grant Officer's Organization Symbol ROD/NE		33 Contract/Grant Officer's Signature <i>R. Cunningham</i>	
		31 Date Signed <i>7/9/84</i>	
		34 Date Signed <i>7/9/84</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		<p>H Procurement to be Performed by the Contractor in Person <input type="checkbox"/></p> <p>I Sole Source</p> <p>J Impairment of Foreign Policy Objectives</p> <p>K 3(a) Selection</p> <p>● Grant/Cooperative Agreement</p> <p>L Competitive</p> <p>M Noncompetitive</p> <p>N Small Business Set Aside</p> <p>O Overseas Procuring Activities</p>	
<p>STAT Section</p> <p>JUL 12 1984</p> <p>ENTERED</p>			

2

ORIGINAL

MODIFICATION OF GRANT

12 JUL 1984

PAGE ____ OF ____

DUNS #06-493-26-76

1. Amendment No. Four (4)	2. Effective Date Date of Grant Officer's Signature	3. Grant No. NEB-0168-G-SS- 1059-00	4. Effective Date 8/1/83
5. Grantee (Name and Address) Dr. Harriet Arnone Institute for Middle East Peace & Development Graduate School, CUNY 33 W. 42 St. New York, N. Y. 10036		6. Administered by- Grant Officer Regional Operations Div/NE Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No - 298-0168-3-6238004 Appropriation No. 72-1131037 Allotment Symbol NESA-83-33298-KG12 (337-62-298-00-69-31) Amt. Obligated Prior to this Am. \$1,169,000 Amt Oblig. by this Amendment \$ 0 Total Obligated Amount \$1,169,000		8. Previous PIO/T's- 298-0168-6217514 298-3-0168-6228003 298-3-0168-6228004	

9. The above numbered Grant is hereby modified as follows:

1. On the cover page, delete the date "June 30, 1984" and replace it with "September 30, 1984."

2. In the Program Description, Section F, Estimated Budget, delete "6/30/84" and replace it with "9/30/84."

All other terms and conditions remain unchanged.

This modification is to change the expiration date of the Grant from June 30, 1984 to September 30, 1984.

AID TECHNICAL OFFICE: NE/ME, Richard Burns

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 grant referenced in Block #3 remain unchanged and in full force and effect.

1. Grantee is required to sign this document and return 7 copies to issuing office.

2. GRANTEE

BY:

Alan Gartner
(Name typed or printed)

BY:

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

Joyce E. Frame
(Name typed or printed)

TITLE: Director/Office of Sponsored Research

TITLE: Grant Officer

DATE: June 21, 1984

DATE: JUN 14 1984

3

AID 1350-1 (1079)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1 Cooperating Country Near East Regional	Page 1 of 1 Pages 4
		2 PIO/T No 298-0168-3-6238004	3. <input type="checkbox"/> Original or Amendment No. <u>4</u>
		4 Project/Activity No and Title Images of Conflict 298-0168	

DISTRIBUTION	5 Appropriation Symbol 72-1131037 NESA-83-33298-KG-12	6 Allotment Symbol and Charge 337-62-298-00-69-31
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7 Obligation Status <input type="checkbox"/> Administrative Reservation <input checked="" type="checkbox"/> Implementing Document	8 Project Assistance Completion Date (Mo Day Yr) 09/30/84
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9. Authorized Agent SER/CM	10 This PIO/T is in full conformance with PRO/AG N/A Date _____
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11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	11b Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) NEB-0168-G-SS-1059-00
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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
		1,169,000			
	B U S Owned Local Currency				

13 Mission References

14a. Instructions to Authorized Agent

SER/CM is requested to change the effective date of the grant from June 30, 1984 to September 30, 1984, to allow for a final meeting of project participants. All other provisions remain the same.

This PIO/T is exempt from the requirements set forth in the supplement to OMB Circ. A-76 (Handbook 3).

14b. Address of Voucher Paying Office

FM/PAD

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 Richard Burns <i>RB</i>	Phone No. _____ Date <i>5/12/84</i>	B. The statement of work lies within the purview of the initiating and approved agency programs Gerald Kamens <i>GK</i>	Date <i>5/13/84</i>
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C. _____ NE/TECH <i>for</i> WM1ner <i>DP</i>	Date <i>6/4/84</i>	D. Funds for the services requested are available
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E. _____ NE/DP, B Pearson <i>E.P. Pearson</i> NE/PD/PDS, L Thompson <i>L Thompson</i>	Date <i>6/6/84</i>
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16. For the cooperating country The terms and conditions set forth herein are hereby agreed to Signature _____ Date _____ Title _____	17 For the Agency for International Development Signature <i>Kenneth H. Sheper</i> Date <i>6/7/84</i> Title Director, NE/TECH
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INSTITUTE FOR MIDDLE EAST PEACE AND DEVELOPMENT

معهد
الشرق الاوسط
للسلام
والتنمية

The
Graduate
School
and
University
Center
CUNY

33 West
42 Street
New York
NY 10036
212 944 6444

המכון
ללמודי שלום
ופתוח
במזרח התיכון

May 18, 1984

Mr. Richard Burns
NE/JLS
Room 4720
AID - State Department
320 21st St., NW
Washington, DC 20523

RE: NEB-0168-G-SS-1059-00

Dear Mr. Burns:

This is to request an extension of the completion date for Images in Conflict to September 30, 1984. As Susan Miller discussed with you on the 8th, Stephen Cohen's illness, schedule conflicts among the Principal Investigators, and the atmosphere of the elections in Israel have prevented holding the final meeting of the project this spring. Professor Cohen is in the Middle East now, making arrangements for a summer meeting.

As soon as we have scheduled the meeting we will let you know the details.

Sincerely,

Harriet Arnone
Project Director

md

5

AID 3501
1079)

PIO/T

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	Cooperating Country	Page 1 of 1 Pages
	Year East Regional	2. <input type="checkbox"/> Original or Amendment No 3
	3. PIO/T No 298-3-0168-6232004	
	4. Project/Activity No and Title Joint Arab-Israeli-American Study of Percep- tions of Middle East Conflict (Images of Conflict) 298-0168	

DISTRIBUTION	5. Appropriation Symbol 72-1131037	6. Allotment Symbol and Charge NESA-83-33298 KG12 (337-62-298-00-69-31)
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7. Obligation Status <input type="checkbox"/> Administrative Reservation <input checked="" type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (MO DAY YR) 6/30/84
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9. Authorized Agent SER/CM	10. This PIO/T is in full conformance with PRO-8 NA Date
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11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HS 14) <input type="checkbox"/> PASA/RSSA (HS 12) <input checked="" type="checkbox"/> AID Grant (HU 13) <input type="checkbox"/> Other	11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) NEB-0168-G-551059-00
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12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no _____)					
Maximum AID Financing	A Dollars	(1) Previous Total 1,169,000	(2) Increase -	(3) Decrease -	(4) Total to Date 1,169,000
	B U.S. Owned Local Currency				

13. Mission References

14a. Instructions to Authorized Agent
SER/CM is requested to change the effective date of the grant from December 31, 1983 to June 30, 1984. Activities described in the scope of work may take place until that date. All other provisions remain the same.

14b. Address of Voucher Paying Office
FM/PAD

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 NF/MF, Richard Burns	Phone No 20237	B. The statement of work lies within the purview of the initiating and approved agency programs NE/ME, Gerald Kamens	Date 12/20/83
	Date 12/17/83		

C. NE/TECH, William Miner	Date 20 Dec. 1983	D. Funds for the services requested are available

E. NE/PD/PDS L Thompson NE/DP, A. Mc Illian (Info) FM/PAD, S Robinson (Info)	Date Dec. 21, '83
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F. 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>Kenneth H. Sharper</i> 12/21/83 Title Director, NE/TECH

INSTITUTE FOR MIDDLE EAST PEACE AND DEVELOPMENT

معهد
الشرق الأوسط
للسلام
والتنمية

The
Graduate
School
and
University
Center
CUNY

33 West
42 Street
New York
NY 10036
212-944-6444

המכון
ללמוד שלום
ופתוח
במזרח התיכון

December 13, 1983

Mr. Richard Burns
NE/JLS
Room 4720
AID - State Department
320 21st St., NW
Washington, DC 20523

RE: NEB-0168-G-SS-1059-00

Dear Mr. Burns:

This is to request an extension of the completion date for Images in Conflict to June 30, 1984. As we discussed on the telephone, this request is necessary because of the illness of Stephen Cohen, Principal Investigator, which prevents him from traveling and makes it impossible to recruit regional participation for the dissemination meeting as originally scheduled.

As soon as it becomes clear when Professor Cohen will be able to travel, we will reschedule the meeting and, of course, we will let you know.

Sincerely,



Harriet Arnone
Project Director

md

MODIFICATION OF GRANT

DUNS # 06-493-26-76

1. Amendment No. Three (3)	2. Effective Date Date of Grant Officer's Signature	3. Grant No. NEB-0168-G-SS-1059-00	4. Effective Date 8/1/83
5. Grantee (Name and Address) Dr. Harriet Arnone Institute for Middle East Peace & Development Graduate School, CUNY 33 W. 42 St. New York, N.Y. 10036		6. Administered by- Grant Officer Regional Operations Div/NE Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No - 298-3-0168-6238009 Appropriation No. 72-1131037 Allotment Symbol NESA-83-33298-KG12 (337-62-298-00-69-31) Amt. Obligated Prior to this Am. \$1,169,000 Amt. Oblig. by this Amendment \$ 0 Total Obligated Amount \$1,169,000		8. Previous PIO/T's- 298-0168-6217514 298-3-0168-6228003	

9. The above numbered Grant is hereby modified as follows:

1. On the cover page, delete the date "July 31, 1983" and replace it with "June 30, 1984."
2. In the Program Description, Section F, Estimated Budget, delete "12/31/83" and replace it with "6/30/84."

All other terms and conditions remain unchanged.

This modification is to change the expiration date of the Grant from December 31, 1983 to June 30, 1984.

AID TECHNICAL OFFICE: NE/ME, Richard Burns

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 grant referenced in Block #3 remain unchanged and in full force and effect.

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

12. GRANTEE

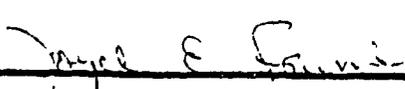
BY: 

Alan Gartner
(Name typed or printed)

TITLE: Director, Office of Sponsored Research

DATE: 2/8/84

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: 

Joyce E. Frame
(Name typed or printed)

TITLE: Grant Officer

DATE: 18 June, 1984 

CONTRACT/AGREEMENT DATA SHEET	B 6198	1 M/SER/CM/SD/SS Action Monitor VJ	2 Date P/O/T Received 12 / 27 / 83
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PART ONE COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3 Contract/Agreement Number NEB-0168-G-Ss-1059-00 A3	
4 Contractor/Recipient Name <i>Inst For Middle East Peace & Development, The Grad School & Univ Ctr</i>	
5 Organization Symbol CONY	
6 Project Title Joint Arab-Israeli-American Study of Perceptions of Middle East Conflcice	
7 Project Officer's Name Richard Burns	
8 Organization Symbol NE/ME	
9 Requisitioning Document ID No 298-3-0168-6238009	19 Budget Plan Code 72-1131037 NESA-83-33298-KG12 337-62-298-00-69-31
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 Regional
	21 a This Action Increases TEC by \$ 0 b Total Est. Cost of Contractual Document \$ 1,169,000
11 Amount of this P/O/T SUB US \$ -0-	22 Amount of Non Federal Funds Pledged to the Project US \$ 0
12 Amount Obligated/ Subobligated/ Deobligated by this Action US \$ 0	23 Effective Date of this Action 1 / 18 / 84
13 Cumulative Obligation US \$ 1,169,000	24 Estimated Completion/ Expiration Date 6 / 30 / 84
14 This Action Funded Through 6 / 30 / 84	25 Contractor DUNS Number 064932676
15 Date Contractual Documents Signed by AID Official 1 / 18 / 84	26 Consultant Type Award No
16 Incrementally Funded Contract No	27 Number of Person Months (PASA/RSSA only) N/A
17 Host Country/ Counterpart Inst. (Univ Contracts) N/A	28 Number of Persons (PASA/RSSA only) N/A
18 Campus Coordinator (Univ Contracts) N/A	
29 Negotiator's Typed Name A Eisenberg	30 Negotiator's Signature <i>Allen Eisenberg</i>
31 Date Signed 2 / 14 / 84	
32 Contract/Grant Officer's Organization Symbol ROD/NEB	33 Contract/Grant Officer's Signature <i>[Signature]</i>
	34 Date Signed 2 / 14 / 84

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 <input type="checkbox"/> I Sole Source <input type="checkbox"/> J Impairment of Foreign Policy Objectives <input type="checkbox"/> K 8(a) Selection <input checked="" type="checkbox"/> L Grant/Cooperative Agreement <input type="checkbox"/> M Noncompetitive <input type="checkbox"/> N Small Business Set Aside <input type="checkbox"/> O Overseas Procuring Activities
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MODIFICATION OF GRANT

14 FEB 1984

ORIGINAL

PAGE ____ OF ____

DUNS # 06-493-26-76

1. Amendment No. Three (3)	2. Effective Date Date of Grant Officer's Signature	3. Grant No. NEB-0168-G-SS-1059-00	4. Effective Date 8/1/83
5. Grantee (Name and Address) Dr Harriet Arnone Institute for Middle East Peace & Development Graduate School, CUNY 33 W. 42 St. New York, N.Y. 10036		6. Administered by- Grant Officer Regional Operations Div/NE Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIOT No - 298-3-0168-6238009 Appropriation No. 72-1131037 Allotment Symbol NES A-83-33298-KG12 (337-62-298-00-69-31) Amt. Obligated Prior to this Am. \$1,169,000 Amt. Oblig. by this Amendment \$ 0 Total Obligated Amount \$1,169,000		8. Previous PIOT's- 298-0168-6217514 298-3-0168-6228003	

9. The above numbered Grant is hereby modified as follows:

1. On the cover page, delete the date "July 31, 1983" and replace it with "June 30, 1984."
2. In the Program Description, Section F, Estimated Budget, delete "12/31/83" and replace it with "6/30/84."

All other terms and conditions remain unchanged.

This modification is to change the expiration date of the Grant from December 31, 1983 to June 30, 1984.

AID TECHNICAL OFFICE: NE/ME, Richard Burns

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 grant referenced in Block #3 remain unchanged and in full force and effect.
11. Grantee is required to sign this document and return 7 copies to issuing office.
12. GRANTEE

BY: 
 Alan Gartner
 (Name typed or printed)

TITLE: Director, Office of Sponsored Research
 DATE: 2/8/84

UNITED STATES OF AMERICA
 AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: 
 Joyce E. Frame
 (Name typed or printed)

TITLE: Grant Officer
 DATE: 18 January 1984

AID 1350-1 (1079) PIO/T	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1 Cooperating Country Near East Regional	Page 1 of 1 Pages
		2 PIO/T No 298-3-0168-6232009	3 <input type="checkbox"/> Original or Amendment No 3
		4 Project/Activity No and Title Joint Arab-Israeli-American Study of Perceptions of Middle East Conflict (Images of Conflict) 298-0168	

DISTRIBUTION	5. Appropriation Symbol 72-1131037	6 Allotment Symbol and Charge NESA-83-33298 KG12 (337-62-298-00-69-31)
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7 Obligation Status <input type="checkbox"/> Administrative Reservation <input checked="" type="checkbox"/> Implementing Document	8 Project Assistance Completion Date (Mo Day Year) 6/30/84
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9. Authorized Agent SER/CM	10 This PIO/T is in full conformance with PRO/AG NA Date
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11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HU 13) <input type="checkbox"/> Other	11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) NEB-0168-G-551059-00
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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 US Owned Local Currency	1,169,000	-	-	1,169,000

13. Mission References	14a. Instructions to Authorized Agent SER/CM is requested to change the effective date of the grant from December 31, 1983 to June 30, 1984. Activities described in the scope of work may take place until that date. All other provisions remain the same.
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14b. Address of Voucher Paying Office FM/PAD

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 NE/ME, Richard Burns	Phone No 28227	B. The statement of work lies within the purview of the initiating and approved agency programs NE/ME, Gerald Kamens	Date 12/20/83
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C. NE/TECH, William Miner	Date 20 Dec. 1983	D. Funds for the services requested are available
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E. NE/PD/PDS, L. Thompson NE/DP, A. McMillian (Info) FM/PAD, S - Robinson (Info)	Date Dec. 21, '83
--	----------------------

16. For the cooperating country The terms and conditions set forth herein are hereby agreed to Signature _____ Date _____ Title _____	17. For the Agency for International Development Signature <i>Kenneth H. Sherpa</i> 12/21/83 Title Director, NE/TECH
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11

INSTITUTE FOR MIDDLE EAST PEACE AND DEVELOPMENT

معهد
الشرق الأوسط
للسلام
والتنمية

The
Graduate
School
and
University
Center
CUNY

33 West
42 Street
New York
NY 10036
212-944-6444

המכון
ללמודי שלום
ופתוח
במזרח התיכון

December 13, 1983

Mr. Richard Burns
NE/JLS
Room 4720
AID - State Department
320 21st St., NW
Washington, DC 20523

RE: NEB-0168-G-SS-1059-00

Dear Mr. Burns:

This is to request an extension of the completion date for Images in Conflict to June 30, 1984. As we discussed on the telephone, this request is necessary because of the illness of Stephen Cohen, Principal Investigator, which prevents him from traveling and makes it impossible to recruit regional participation for the dissemination meeting as originally scheduled.

As soon as it becomes clear when Professor Cohen will be able to travel, we will reschedule the meeting and, of course, we will let you know.

Sincerely,


Harriet Arnone
Project Director

md

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

3 Contract/Agreement Number NEB-0168-G-SS-1059- 00 Modification No. 2		<i>Rec'd for Vali: 9/30/83</i>	
4 Contractor/Recipient Name CUNY - Institute for Middle East Peace & Development		5 Organization Symbol	
6 Project Title Joint Arab-Israeli-American Study of the Perceptions of the Middle East Conflict			
7 Project Officer's Name R. Burns		8 Organization Symbol NE/ME	
9 Requisitioning Document ID No 298-3-0168-6238009		19 Budget Plan Code NESA-83-33298-KG12 App. 72-1131037, All. 337-62-298-00-69-31	
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>Regional</i>	
11 Amount of this PIO/T US \$ 99,000 (inc.)		21 Total Estimated Cost of the Contractual Document TEC Increased by \$99,000. US \$ 1,169,000	
12 Amount Obligated/Subobligated/Deobligated by this Action US \$ 99,000		22 Amount of Non Federal Funds Pledged to the Project US \$ 503,761	
13 Cumulative Obligation US \$ 1,169,000		23 Effective Date of this Action 9/29/83	
14 This Action Funded Through 12/31/83		24 Estimated Completion/Expiration Date 12/31/83	
15 Date Contractual Documents Signed by AID Official 9/29/83		25 Contractor DUNS Number	
16 Incrementally Funded Contract NO		26 Consultant Type Award YES	
17 Host Country/Counterpart Inst (Univ Contracts) NA		27 Number of Person Months (PASA/RSSA only) NA	
18 Campus Coordinator (Univ Contracts) NA		28 Number of Persons (PASA/RSSA only) NA	
29 Negotiator's Typed Name <i>W. Knight</i>		30 Negotiator's Signature <i>W.M. Knight</i>	
31 Date Signed 9/29/83		32 Contract/Grant Officer's Organization Symbol ROD/NE, Kathryn Cunningham	
33 Contract/Grant Officer's Signature <i>K Cunningham</i>		34 Date Signed 9/29/83	

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

35 CONTRACT TYPE A Fixed Price (Specify FFP, FPRD, FPEPA, FPI) <input type="checkbox"/> B Cost Reimbursement (Specify CR, CPFF, CS, CPAF, CPIF) <input checked="" type="checkbox"/> C IQC & Requirements Contracts D Other		37 SUBJECT TO STATUTORY REQUIREMENT A Walsh Healey Act, Manufacturer* <input type="checkbox"/> B Walsh Healey Act, Regular Dealer* <input type="checkbox"/> C Service Contract Act (U S ONLY - Guards, Maintenance, Laborers) D Davis Bacon Act (Construction) E Not subject to Walsh Healey, Service Contract or Davis Bacon Act (Most AID Contracts) * Equipment, Supplies, Materials, and Commodities	
36 ADVANCE A No Advance <input type="checkbox"/> B Advance Non FRLC C Advance FRLC		38 Country of Manufacture <i>LB</i> 9-30-83 13	

1. Amendment No. Two (2)	2. Effective Date Date of Grant Officer's Signature	3. Grant No. NEB-0168-G-SS-1059-00	4. Effective Date 8/1/83
5. Grant Dr. Harriet Arnone Institute for Middle East Peace & Development Pe Graduate School, CUNY Gra jointly with 33 Research Foundation of CUNY New 1515 Broadway New York, New York 10036	6. Administered by- Grant Officer Regional Operations Division/NE Office of Contract Management Agency for International Development Washington, D.C. 20525		
7. PIO/T No - 298-3-0168-6238009 Appropriation No. 72-1131037 Allotment Symbol NES A-83-33298-KG12 337-62-298-00-69-31 Amt Obligated Prior to this Am. \$1,070,000 Amt Oblig. by this Amendment \$ 99,000 Total Obligated Amount \$1,169,000		8. Previous PIO/T's- 298-0168-6217514 298-3-0168-6228003 FUNDS AVAILABLE OCT 1983 SEP 30 1983 M. Cunningham Program Acctg Division OFFICE OF FINANCIAL MANAGEMENT	

9. The above numbered Grant is hereby modified as follows:

- A. On the Cover Page, delete "\$1,070,000" and substitute "\$1,169,000" in lieu thereof.
- B. On page 1, attachment 1, Program Description is amended as follows:
 - 1. Section A the following new paragraph is added thereto:
"The purpose of this Amendment is to develop a plan and guidelines for public dissemination of the results of the studies conducted under the Grant."
 - 2. Section C the following paragraphs are added thereto:

ORIGINAL

AID TECHNICAL OFFICE: NE/ME, Mr. Richard Burns

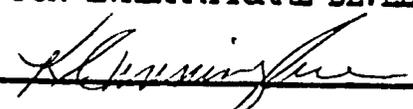
10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended. Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

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

12. GRANTEE

BY: 
 Alan Gartner
 (Name typed or printed)
 Director, Office of Sponsored
 TITLE: Research and Project Planning
 DATE: 10/21/83

UNITED STATES OF AMERICA
 AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: 
 Kathryn Y. Cunningham WK
 (Name typed or printed)
 TITLE: Grant Officer
 DATE: 9/29/83

14

"The grantee shall conduct workshops during November-December, 1983 which will develop plans and guidelines for dissemination of the results of the Images of Conflict project studies. These workshops will produce a concrete plan for the dissemination phase. Specifically, grantee shall

- 1) Conduct a workshop of the Israeli, Egyptian, Palestinian and American Project Directors to prepare materials for later consultations with outside experts and to develop guidelines for the dissemination phase.
- 2) Conduct a workshop with Project Directors and prominent Egyptians, Israelis and Palestinians, conflict specialists, media representatives and policymakers/politicians to plan a dissemination phase, appropriate to each of the three participating societies. The participants will be of the same level of calibre and experience as those listed in the project proposal.

3. Section E the following new paragraphs are added:

"5. Grantee shall also produce guidelines and a concrete plan for the dissemination in the Middle East of the Images of Conflict project results. The plan will include:

- 1) A summation of the main findings of the project relevant to each society -- Palestinian, Israeli, and Egyptian -- presented in a form and language accessible to non-social scientists.
- 2) An initial list of target groups and opportunities for dissemination of the Images in Conflict project results.
- 3) An approved set of guidelines, mutually agreed upon, for the dissemination phase which would encompass ethical and professional commitments of the participants during this phase of the work.
- 4) A strategy for the dissemination phase and a concrete plan of action.
- 5) An estimate of funding requirements for the phase and where funding can be obtained."

C. Sections "F. Estimated Budget: and "G. Project Support" are deleted in their entirety and the following Sections "F. Estimated Budget" and "G. Project Support" are substituted in lieu thereof.

"F. Estimated Budget

The attached budget shows the percentage or level of AID support for the entire Grant effort. There will be a requirement for some local costs to be incurred in Egypt. Accordingly it will be necessary to purchase some Egyptian pounds with dollars.

In addition, certain costs will be covered by participating governmental and private institutions. Minimally on the Israeli side of the project, the office supplies and equipment will be furnished by the Tel Aviv University and the Henrietta Szold Institute. On the Egyptian side, office space and 50% of the office supplies and equipment will be furnished by Egyptian institutions. Office space on the West Bank will also be provided locally. CUNY will maintain office space for this project in its Graduate Center.

TOTAL OBLIGATED AMOUNT
 FROM 8/1/81 to 12/31/83

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

1. Salaries	\$632,991
2. Consultants and non-payroll labor	103,300
3. Fringe Benefits 27% Release Time - 20% all other	46,668
4. Travel	69,500
5. Per Diem	99,630
6. Indirect Costs - 13.105%	134,664
7. Equipment/Materials	27,600
8. Misc., supplies & materials	54,647
	<u>\$1,169,000</u>

The Grantee may not exceed the total amount of the Budget. Within the total amount, the Grantee may adjust individual line items as reasonable necessary to accomplish the Grant project.

G. Project Support

1. CUNY has overall and day-to-day responsibility for project planning, administration (including finances), implementation and evaluation. CUNY will be expected to operate in the field with no or little administrative or logistic support from the AID Mission or the Embassy.

2. It is recognized that the total funds required for this project will be \$1,672,761. Total contributions include.

CUNY	\$317,261
AID	\$1,169,000
Other	186,500
GRAND TOTAL	<u>\$1,672,761</u> "

AID 1350-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1 Cooperating Country	Page 1 of 3 Pages
		Near East Regional	
		2 PIO/T No 298-3-0168-6238009	3 <input checked="" type="checkbox"/> Original or Amendment No. _ _ _
PIO/T	PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	4 Project/Activity No and Title Joint Arab-Israeli-American Study of the Perceptions of the Middle East Conflict (Images of Conflict) (298-0168)	

DISTRIBUTION	5 Appropriation Symbol 72-1131037	6 Allotment Symbol and Charge KG12 (337-62-298-00-69-31)
	7 Obligation Status <input type="checkbox"/> Administrative Reservation <input checked="" type="checkbox"/> Implementing Document	8 Project Assistance Completion Date (Mo Day Yr) 12/31/83
	9 Authorized Agent SER/CM	10 This PIO/T is in full conformance with PRO/AG NA Date
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	11b Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) NEB-0168-G-SS-1059-00

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

Maximum AID Financing	A Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					99,000
	B U.S.-Owned Local Currency				

13. Mission References

14a. Instructions to Authorized Agent
SER/CM is requested to amend referenced grant as follows:

- 1) Add \$99,000 to the grant for a new life-of-project total of \$1,169,000.
- 2) Add to Attachment I, Section C of the grant (Program Description, Implementation) the requirements in Attachment No. I of this PIO/T.
- 3) Add to Attachment I, Section F of the grant (Program Description, Estimated Budget) the budget data in Attachment No. 2 of this PIO/T.

This PIO/T is exempt from the requirements set forth in the supplement to OMB Circ. A-76, Handbook #3.

14b. Address of Voucher Paying Office
AID/W FM/PAD, Room 607, SA-2

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 NE/ME, Richard Burns <i>MB</i>	Phone No 632-8237 Date 9/14/83	B. The statement of work lies within the purview of the initiating and approved agency programs NE/ME, Gerald Kamens <i>GM</i>	Date 9/16/83
C. <i>WPK</i> NE/TECH, William Miller	Date 15 Sept. 1983	D. Funds for the services requested are available FUNDS RESERVED BY <i>William Miller</i> 9/22/83	
E. NE/DP, Lecia Thompson <i>LT</i> NE/DP/PR. RBonaffon <i>RB</i>	Date 9/24/83 9/16/83		

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>Barbara Turner</i> Date 9/20/83
Title _____	Title <i>Alt. Dir.</i> A-Director, NE/TECH

STATEMENT OF WORK

A. OBJECTIVE:

The purpose of this amendment is to develop a plan and guidelines for public dissemination of the results of the studies conducted under the grant.

B. SCOPE OF WORK

The grantee will conduct workshops during October-November 1983 which will develop plans and guidelines for dissemination of the results of the Images of Conflict project studies. These workshops will produce a concrete plan for the dissemination phase. Specifically, grantee shall:

1) Conduct a workshop of the Israeli, Egyptian, Palestinian and American Project Directors to prepare materials for later consultations with outside experts and to develop guidelines for the dissemination phase.

2) Conduct a workshop with Project Directors and prominent Egyptians, Israelis and Palestinians, conflict specialists, media representatives and policymakers/politicians to plan a dissemination phase, appropriate to each of the three participating societies. The participants will be of the same calibre and level of experience as those listed in the project proposal.

C. REQUIRED REPORTS

Grantee will produce guidelines and a concrete plan for the dissemination in the Middle East of the Images of Conflict project results. The plan will include:

1) A summation of the main findings of the project relevant to each society -- Palestinian, Israeli, and Egyptian -- presented in a form and language accessible to non-social scientists.

2) An initial list of target groups and opportunities for dissemination of the Images in Conflict project results.

3) An approved set of guidelines, mutually agreed upon, for the dissemination phase which would encompass ethical and professional commitments of the participants during this phase of the work.

4) A strategy for the dissemination phase and a concrete plan of action.

5) An estimate of funding requirements for the phase and where funding can be obtained.

BUDGET

<u>Category</u>	<u>Estimated Cost</u>
<u>Salaries</u>	<u>38,141</u>
CUNY Staff	14,541
Workshop Participants	16,800
Research Assistants	4,800
Consultant	2,000
<u>Benefits</u>	<u>3,991</u>
CUNY Staff	3,031
Research Assistants	960
<u>Travel</u>	<u>32,980</u>
Domestic	500
International	18,200
Per Diem	14,280
<u>Supplies and Communications</u>	<u>7,388</u>
Supplies	500
Communications	6,200
Other	688
Total Direct Costs	82,500
Indirect Costs (20%)	16,500
TOTAL	<u>99,000</u>

Drafted by:NE/ME:RBurns:atb:9/13/83
DOC NO. 131m

(City Univ. of N.Y. School)

CONTRACT/AGREEMENT DATA SHEET	1. M/SER/CM/SD/SS Action Monitor RF	2 Date PIO/T Received 8 / 17 / 82
-------------------------------	-------------------------------------	-----------------------------------

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

3 Contract/Agreement Number NEB-0168-G-SS-1059-00	4 Contractor/Recipient Name The Graduate School and University Center- New York	5 Organization Symbol
6 Project Title Joint Arab-Israeli Study of Perceptions of the Middle-East Conflict		
7 Project Officer's Name G. Miller		8 Organization Symbol NE/TECH/SARD
9 Requisitioning Document ID No 298-3-0168-6217514	19 Budget Plan Code 72-1121037 App. 72-1111037 All. 237-62-298-00-67-21	
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 MIDDLE EAST	21 Total Estimated Cost of the Contractual Document U.S. \$ 4,070,000
11 Amount of this PIO/T U.S. \$ 300,000.00 (inc)	22 Amount of Non Federal Funds Pledged to the Project U.S. \$	23 Effective Date of this Action 9/30/82
12 Amount Obligated/ Subobligated/ Deobligated by this Action U.S. \$ 300,000	24 Estimated Completion/ Expiration Date 12/31/83	25 Contractor DUNS Number
13 Cumulative Obligation U.S. \$ 4,070,000	26 Consultant Type Award NA	27 Number of Person Months (PASA/RSSA only) NA
14 This Action Funded Through 12/31/83	28 Number of Persons (PASA/RSSA only) NA	
15 Date Contractual Documents Signed by AID Official / /	29 Negotiator's Typed Name W Knight	30 Negotiator's Signature Wm. Knight
16 Incrementally Funded Contract NA	31 Date Signed 9/30/82	32 Contract/Grant Officer's Organization Symbol ROD/NE
17 Host Country/ Counterpart Inst (Univ Contracts) NA	33 Contract/Grant Officer's Signature K. Minerva	34 Date Signed 9/30/82
18 Campus Coordinator (Univ Contracts) NA	PART TWO COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY	

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

20

MODIFICATION OF GRANT

SEP 30 1982

PAGE 1 OF 3

1. Amendment No. One (1) ✓	2. Effective Date Date of Grant Officer Signature	3. Grant No. NEB-0168-G-SS-1059-00	4. Effective Date 8/1/81
5. Grantee (Name and Address) The Research Foundation of CUNY on behalf of The Graduate School and University Center Institute for Middle East Peace and Development Graduate Center 33 West 42 Street New York, New York 10036		6. Administered by- Grant Officer Regional Operations Division/NE Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No - 298-3-0168-6228003 Appropriation No. 72-1121037 Allotment Symbol 237-62-298-00-69-21		8. Previous PIO/T's- 298-0168-6217514	
mt. Obligated Prior to this Am. \$ 770,000 mt. Oblig. by this Amendment \$ 300,000 total Obligated Amount \$1,070,000		ORIGINAL	

9. The above numbered Grant is hereby modified as follows:
- A. On the Cover Page, delete "770,000" and substitute "\$1,070,000" in lieu therefor.
 - B. On page 2 under Attachments, delete the "Standard Provisions" and substitute "AID 1420-51 (2-82) U. S. Grantee and U.S. Subgrantee, Educational Institutions, Index of Standard Provisions" in lieu therefor.
 - C. On page 2 "Fiscal Data" is changed to read as follows:

"Fiscal Date

Appropriation No. *72-1121037* : 72-1121037
 Allotment No. *237-62-298-00-69-21* : 237-62-298-00-69-21
 PIO/T No. *298-3-0168-6228003* : 298-3-0168-6228003
 OFFICE OF FINANCIAL MANAGEMENT
 AID TECHNICAL OFFICE.

RECEIVED

SEP 28 1982

GRANTS COORDINATION

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 grant referenced in Block #3 remain unchanged and in full force and effect.

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

12. GRANTEE

BY: *Matthew Goldstein*
 Matthew Goldstein
 (Name typed or printed)
 TITLE: Executive Director
 DATE: SEP 28 1982

UNITED STATES OF AMERICA
 AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: *Kathryn Y. Cunningham*
 Kathryn Y. Cunningham WK/slb
 (Name typed or printed)
 TITLE: Grant Officer
 DATE: 9/30/82 21

Project No. : 298-0168
Total Grant Amount : \$1,070,000"

D. On page 2 Program Description, section C is amended by adding a new paragraph 4. as follows:

"4. Conducting at least six (6) seminars or conferences in which Israeli, Palestinian and Egyptian social scientists will examine the data gathered in Israel, West Bank and Egypt from Representative samples and explore opportunities for its use in furthering the peace process."

E. Sections "F. Estimated Budget" and "G. Project Support" are deleted in their entirety and the following Sections "F. Estimated Budget" and "G. Project Support" are substituted in lieu therefore.

"F. Estimated Budget

The attached budget shows the percentage or level of AID support for the entire grant effort. There will be a requirement for some local costs to be incurred in Egypt. Accordingly it will be necessary to purchase some Egyptian pounds with dollars.

In addition, certain costs will be covered by participating governmental and private institutions. Minimally on the Israeli side of the project, the office supplies and equipment will be furnished by the Tel Aviv University and the Henrietta Szold Institute. On the Egyptian side, office space and 50% of the office supplies and equipment will be furnished by Egyptian institutions. Office space on the West Bank will also be provided locally. CUNY will maintain office space for this project in its Graduate Center.

TOTAL OBLIGATED AMOUNT
FROM 8/1/81 to 12/31/83

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

1. Salaries	\$ 596,850
2. Consultants and non-payroll labor	101,300
3. Fringe Benefits 27% Release Time - 20% all other	42,677
4. Travel	50,800
5. Per Diem	85,350
6. Indirect Costs - 13.105%	123,881

7. Equipment/Materials	27,600
8. Misc., supplies & materials	<u>41,542</u>
	\$1,070,000

The Grantee may not exceed the total amount of the Budget. Within the total amount, the Grantee may adjust individual line items as reasonable necessary to accomplish the Grant project.

G. Project Support

1. CUNY has overall and day-to-day responsibility for project planning, administration (including finances), implementation and evaluation. CUNY will be expected to operate in the field with no or little administrative or logistic support from the AID Mission or the Embassy.

2. It is recognized that the total funds required for this project will be \$1,556,577. Total contributions include:

CUNY	\$ 300,077
AID	1,070,000
Other	<u>186,500</u>
GRAND TOTAL	\$1,556,577"

H. Section H Alterations in the Provisions

4 "Standard Provision No. 20 is deleted and the revised Standard Provision No. 20 is attached hereto".

5. "Attachment to AID Forms 1420-51, 52, 53 and 54 is incorporated herein by reference".

**U.S. Grantees and U.S. Subgrantees
EDUCATIONAL INSTITUTIONS
INDEX OF
STANDARD PROVISIONS**

- | | |
|--|--|
| <ul style="list-style-type: none"> 1. Allowable Costs and Contributions (Educational Institutions) 2. Accounting, Audit and Records 3. Refunds 4. Nondiscrimination in Federally Assisted Programs 5A. Negotiated Overhead Rates—Predetermined 5B. Negotiated Overhead Rates—Educational Institutions 6. Revision of Financial Plans 7A. Payment—Federal Reserve Letter of Credit (FRLC) Advance 7B. Payment—Periodic Advances 7C. Payment—Reimbursement 8. Travel and Transportation 9. Ocean Shipment of Goods 10A. Procurement of Goods and Services Under \$250,000 10B. Procurement of Goods and Services Over \$250,000 11. Local Cost Financing With U S Dollars 12. Government Furnished Excess Personal Property 13A. Title to and Use of Property (Grantee Title) 13B. Title to and Care of Property (U.S. Government Title) | <ul style="list-style-type: none"> 13C. Title to and Care of Property (Cooperating Country Title) 14. Conversion of United States Dollars to Local Currency 15. Termination 16. Voluntary Participation 17. Prohibition on Abortion—Related Activities 18. Voluntary Participation Requirements For Sterilization Programs 19. Publications 20. Patents 21. Regulations Governing Employees Outside The United States 22. Subordinate Agreements 23. Salaries 24. Ineligible Countries 25. Disputes 26. Participant Training 27. Health and Accident Coverage for AID Participant Trainees 28. Use of Pouch Facilities 29. U.S. Officials Not To Benefit 30. Covenant Against Contingent Fees 31. Nonliability 32. Amendment 33. The Grant 34. Notices |
|--|--|

—SEE FOOTNOTE ON PAGE 22—

If the institution is not on a predetermined rate basis, omit 5A; otherwise use both provisions.

Select only 1 payment provision from Group 7

Select only 1 procurement provision from Group 10

Select only 1 title provision from Group 13, if title to all property is vested in one entity; however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 13 and identify the categories and entities in the Schedule of the Grant.

1. ALLOWABLE COSTS AND CONTRIBUTIONS (EDUCATIONAL INSTITUTIONS)

(This provision is applicable to educational institutions)

(a) The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the Grant Officer to be reasonable, allocable, and allowable in accordance

with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and (3) OMB Circular A-21 "Principles for Determining Costs Applicable to Grants, Contracts and Other Agreements with Educational Institutions," in effect on the date of this grant (hereinafter referred to as "applicable cost principles")

(b) If Grantee contributions in the form of cost sharing/matching are required under this grant, the

allowability of costs applied to the grant for such contributions shall be determined by the Grant Officer in accordance with the terms of paragraph 1K, "Cost Sharing and Matching" of Handbook 13 in effect on the date of this Grant

(c) The requirements set forth in this provision are only applicable to costs incurred with funds provided by AID under this grant. Except for paragraph (b) above, the requirements set forth in this provision are not applicable to costs incurred by the Grantee from non-Federal funds. Such costs will be considered allowable to the extent they conform to the requirements of paragraph (b) above and are incurred for purposes of the grant.

2. ACCOUNTING, AUDIT AND RECORDS

(a) With respect to accounting, records and audit, the Grantee shall comply with the requirements set forth in paragraphs 1I, 1J, 1L, and 1M of Handbook 13

(b) The AID Inspector General and the Comptroller General of the United States or their duly authorized representatives (see paragraph 1I6 of 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 to make available any further information requested by AID with respect to any questions arising as a result of the audit

3 REFUNDS

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

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

(c) If, at any time during the life of the grant, or as a result of final audit, it is determined by AID that funds it provided under this Grant have been expended for purposes not in accordance with the terms of this grant, the Grantee shall refund such amount to AID

4. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

(a) No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from AID in accordance with

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d) which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds.

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, *et seq.*) which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution), and

(b) In accordance with its written assurance, the Grantee agrees to comply with AID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations

5A. NEGOTIATED OVERHEAD RATES—PREDETERMINED

(This provision is applicable to educational or other nonprofit organizations or institutions that are on a predetermined overhead rate basis)

(a) Notwithstanding the provision of this grant entitled "Allowable Costs and Contributions," the allowable indirect costs under this grant shall be obtained by applying predetermined overhead rates to the base(s) agreed upon by the parties, as specified in the Schedule of this grant

(b) The Grantee, except for educational institutions covered by OMB Circular A-88, as soon as possible but not later than 3 months after the close of each of its accounting periods during the term of this grant, shall submit to the AID Grant Officer with copies to the cognizant audit activity, the AID Inspector General, and the AID Overhead and Special Costs Branch, Services Operations Division, Office of Contract Management, AID/Washington, D.C.

20523, a proposed predetermined overhead rate or rates based on the Grantee's actual cost experience during that fiscal year, together with supporting cost data. Negotiation of predetermined overhead rates by the Grantee and the AID Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of the applicable cost principles in effect on the date of this grant

(d) Predetermined rates appropriate for the work under this grant in effect on the effective date of this grant shall be incorporated into the grant. Rates for subsequent periods shall be negotiated and the results set forth in a written overhead rate agreement executed by both parties. Such agreement shall be automatically incorporated into this grant upon execution and shall specify (1) the agreed predetermined overhead rates, (2) the base(s) to which the rates apply, (3) the fiscal year unless the parties agree to a different period for which the rates apply, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The overhead rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant

(e) Pending establishment of predetermined overhead rates for any fiscal year or different period agreed to by the parties, the Grantee shall be reimbursed either at the rates fixed for the previous fiscal year or other period or at billing rates acceptable to the AID Grant Officer subject to appropriate adjustment when the final rates for the fiscal year or other period are established

(f) Any failure by the parties to agree on any predetermined overhead rate or rates under this provision shall not be considered a dispute within the meaning of the "Disputes" provision of this grant. If for any fiscal year or other period specified in the grant the parties fail to agree to a predetermined overhead rate or rates, it is agreed that the allowable overhead costs under this grant shall be obtained by applying negotiated final overhead rates in accordance with the terms of the applicable "Negotiated Overhead Rates" provision of this grant

5B NEGOTIATED OVERHEAD RATES—EDUCATIONAL INSTITUTIONS

(This provision is applicable to educational institutions which do not have predetermined rates, however, it shall also be included when the

NEGOTIATED OVERHEAD RATES—PREDETERMINED provision is used, under the conditions set forth therein)

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

(b) The Grantee, except educational institutions covered by OMB Circular A-88, as soon as possible but not later than 90 days after the close of each of its accounting periods during the term of this grant shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Services Operations Division, Office of Contract Management, AID/Washington, D C 20523 and to the Office of the Inspector General, AID/Washington, D C 20523, a proposed final rate or rates for the period, together with supporting cost data. Negotiation of final overhead rates by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with OMB Circular A-21 (Principles for Determining Costs Applicable to Grants, Contracts and other Agreements with Educational Institutions) as in effect on the date of this grant

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

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

(f) Any failure by the parties to agree on any final rate or rates under this provision shall be considered a dispute within the meaning of the Standard Provi-

sion of this Grant, entitled "Disputes," and shall be disposed of in accordance therewith.

6. REVISION OF FINANCIAL PLANS

(a) The Financial Plan, i.e., grant budget, is the financial expression of the project or program as approved during the application and/or award process.

(b) The Grantee shall immediately request approval from the Grant Officer when there is reason to believe that within the next 30 calendar days a revision of the approved Financial Plan will be necessary for any of the following reasons:

1 To change the scope or the objectives of the project or program

2 Additional funding is needed.

3 The Grantee expects the amount of AID authorized funds will exceed its needs by more than \$5,000 or five percent of the AID award, whichever is greater

4 The Grantee plans to transfer amounts budgeted for indirect costs to absorb increases in direct costs or vice versa

5 The Grantee plans to transfer funds budgeted for training allowances (direct payments to trainees) to other categories of expense

6 The Grantee plans to incur an expenditure which would require approval under the terms of this grant, and was not included in the approved Financial Plan

7 The Grantee intends to subcontract or subgrant any of the substantive programmatic work under this grant, and such subcontracts or subgrants were not included in the approved Financial Plan

(c) When requesting approval for budget revisions, the Grantee shall use the budget forms that were used in the application unless a letter request will suffice

(d) Within 30 calendar days from the date of the receipt of the request for budget revisions, the Grant Officer shall review the request and notify the Grantee whether the budget revisions have been approved. If the revisions are still under consideration at the end of 30 calendar days, the Grant Officer shall inform the Grantee in writing of the date when the Grantee may expect the decision. The Grant Officer shall obtain the Project Officer's clearance on all such requests prior to communication with the Grantee

(e) If the requested budget revision requires the obligation of additional funding, and, if after notification pursuant to this Standard Provision, AID determines not to provide additional funds, the AID Grant Officer will, upon written request of the

Grantee, terminate this grant pursuant to the Standard Provision of this grant, entitled "Termination."

(f) 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 obligated under the grant, and the Grantee shall not be obligated to continue performance under the grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant.

7A. PAYMENT—FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(This provision is applicable when the following conditions are met: (i) the total advances under all the Grantee's cost-reimbursement contracts and assistance instruments with AID exceed \$120,000 per annum, (ii) AID has, or expects to have, a continuing relationship with the Grantee of at least one year, (iii) the Grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof, (iv) the Grantee's financial management system meets the standard for fund control and accountability required under the standard provision of this grant, entitled "Accounting, Audit and Records", and, either (v) the foreign currency portion of the total advance under this grant is less than 50%, or (vi) the foreign currency portion of the total advance under this grant is more than 50%, but more than one foreign currency country is involved)

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as "FRLC") in the amount of funding obligated by this grant, against which the Grantee may draw cash only for immediate disbursing needs. The term "immediate disbursing needs" when applied to FRLC's is defined as the cash requirements for a three-day period. Any subgrantee funded by the Grantee from funds provided by this grant, shall obtain such funds from the Grantee only as needed for disbursement. The financial management system of the Grantee shall provide for effective control over and accountability for Federal funds as stated in paragraph 1L of Handbook 13

(b) FRLC Operational Requirements

(1) The Grantee will select a commercial bank that agrees to receive payment vouchers, TFS Form 5401, "Payment Voucher on Letter of Credit," drawn on the U S Treasury and to forward such payment vouchers to the applicable Federal Reserve Bank or branch. The Grantee shall select a commercial bank that will credit the account of the Grantee at the time of presentation of the completed payment voucher. Immediate credit by the commercial bank will enable the Grantee to meet its responsibilities to draw cash only when actually needed for disbursements.

(2) After arranging with a commercial bank for operations under the FRLC and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver to the AID Controller, three originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit," signed by those officials authorized to sign payment vouchers against the FRLC and by the designated official of the Grantee who has authority to specify individuals to sign payment vouchers. Only those officials whose signatures appear on the SF-1194 can sign the TFS Form 5401. New signature cards must be submitted whenever there is a change in the persons authorized to sign payment vouchers.

(3) The Grantee shall subsequently receive one certified copy of the Letter of Credit, SF-1193. No payment vouchers shall be presented to the commercial bank before the FRLC is opened. The SF-1193 indicates the effective date the FRLC is opened.

(4) As funds are required for immediate disbursement needs, the Grantee will submit a properly completed payment voucher (Form TFS 5401) to the commercial bank for transmission to the Federal Reserve Bank or branch. The commercial bank may at this time credit the account of the Grantee with the amount of funds being drawn down. 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. In no event shall the accumulated total of all such payment vouchers exceed the amount of the FRLC.

(5) In preparing the payment voucher, the Grantee shall sign a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the FRLC.

(6) After the first payment voucher (Form TFS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing

balance of previous drawdowns has been expended or is insufficient to meet current needs.

(c) FRLC Reporting

(1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of the period, in an original and two copies. If the Grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant. This report shall be submitted to the addresses specified by AID in the Schedule of this grant. In cases where grants are Mission funded, the Grantee will forward an information copy to the AID Mission accounting station at the same time the original and one copy are mailed to AID/Washington.

(2) The Grantee shall submit an original and two copies of SF-272, "Federal Cash Transactions Report", 15 working days following the end of each quarter to the address specified in the Schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 all cash advances. Those cash advances in excess of immediate disbursement requirements in the hands of subrecipients or the Grantee's field organizations shall be supported by short narrative explanations of action taken by the Grantee to reduce the excess balances.

(d) Suspension of FRLC

(1) If at any time, the AID Controller determines that the Grantee has failed to comply with the terms and conditions of the FRLC, the AID Controller shall advise the Grant Officer who may cause the FRLC to be suspended or revoked.

(2) The Controller may recommend suspension or revocation to the Grant Officer on the grounds of an unwillingness or inability of the Grantee to (A) establish procedures that will minimize the time elapsing between cash drawdowns and the disbursement thereof, (B) timely report cash disbursements and balances as required by the terms of the grant and (C) impose the same standards of timing of advances and reporting on any subrecipient or any of the Grantee's overseas field organizations.

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7B. PAYMENT—PERIODIC ADVANCES

(This provision is applicable when the conditions for use of an FRLC cannot be met (including those pertaining to mixed dollar and local currency advances) and when (i) the Grantee has the ability to maintain procedures that will minimize the time elapsing between the transfer of funds and the disbursement thereof, and (ii) the Grantee's financial management system meets the standards for fund control and accountability required under the standard provision of this grant entitled "Accounting, Audit and Records")

(a) Periodic advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the Grantee as close as is administratively feasible to the actual disbursements by the Grantee for program costs. Cash advances made by the Grantee to secondary recipient organizations or the Grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by AID to the Grantee.

(b) Grantees shall submit requests for advances at least monthly on SF-270, "Request for Advances or Reimbursement," in an original and two copies, to the address specified in the Schedule of this grant.

(c) The Grantee shall submit an original and two copies of SF-272 "Federal Cash Transactions Report", 15 working days following the end of each quarter to the address specified in the Schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 the amount of cash advances in excess of thirty days requirement in the hands of subrecipients or the Grantee's overseas field organizations and shall provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(d) A "Financial Status Report," SF-269, shall be prepared on an accrual basis by the Grantee and submitted quarterly no later than 30 days after the end of the period in an original and two copies. If the Grantee's accounting records are not normally kept on the accrual basis, the Grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final "Financial Status Report" must be submitted within 90 days after the conclusion of the grant.

(e) If at any time, the AID Controller determines that the Grantee has demonstrated an unwillingness or inability to (1) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (2) timely report cash disbursements and balances as required by the terms of the grant, and (3) impose the same standards of timing of advances and reporting on any subrecipient or any of the Grantee's overseas field organizations, the AID Controller shall advise the Grant Officer who may suspend or revoke the advance payment procedure.

7C. PAYMENT—REIMBURSEMENT

(This provision is applicable to grants for construction, or to grants where Grantees do not meet the conditions for either an FRLC or periodic advance payment)

(a) Each month, the Grantee shall submit an original and two copies of SF-270, "Request for Advance or Reimbursement," to the address specified in the Schedule of this grant.

(b) A "Financial Status Report," SF-269, shall be submitted quarterly no later than 30 days after the end of the period in an original and two copies. The final "Financial Status Report" must be submitted within 90 days after the conclusion of the grant.

(c) Both reports will be prepared on a cash basis, however if the Grantee's accounting records are not normally kept on a cash basis, the Grantee shall not be required to convert its accounting system to meet this requirement.

8. TRAVEL AND TRANSPORTATION

(This provision is applicable when domestic or international air travel or shipment costs are reimbursable under the grant)

(a) The Grant Officer hereby approves international travel to be reimbursed under this grant provided that the Grantee shall obtain written concurrence from the cognizant Project Officer in AID prior to sending any individual outside the United States to perform work under the grant. For this purpose the Grantee shall advise the Project 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 Project Officer) of the arrival date and flight identification of grant-financed travelers.

(b) 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.

(c) All international air travel and all international air shipments funded under this grant shall be made on United States flag air carriers (hereinafter referred to as "certificated air carriers"), to the extent service by such carriers is available in accordance with paragraphs (d) and (e) below

The terms used in this provision have the following meanings

(1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States

(2) "U S flag air carriers" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries

(3) The term "United States" includes the fifty states, Commonwealth of Puerto Rico possessions of the United States, and the District of Columbia

(d) Passenger or freight service by a certificated air carrier is considered "available" even though

(1) Service by noncertificated air carrier can be paid for in excess foreign currency, or

(2) Service by a noncertificated air carrier is preferred by the agency or traveler needing air transportation, or

(3) Service by a noncertificated air carrier is more convenient for the agency or traveler needing air transportation

(e) Passenger service by a certificated air carrier will be considered to be "unavailable".

(1) When certificated air carriers offer only first class service, and less than first class service is available from noncertificated air carriers, or

(2) When the traveler, while en route, has to wait 6 hours or more to transfer to a certificated air carrier to proceed to the intended destination, or

(3) When any flight by a certificated 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 certificated air carrier is available during the 6 hour period, or

(4) When by itself or in combination with other certificated or noncertificated air carriers (if certificated air carriers are "unavailable") it takes 12 or

more hours longer from the original airport to the destination airport to accomplish the agency's mission than would service by a noncertificated air carrier or carriers.

(5) When the elapsed travel time on a scheduled flight from origin to destination airports by noncertificated air carrier(s) is 3 hours or less, and service by certificated air carrier(s) would involve twice such scheduled travel time

(f) Freight service by a certificated air carrier will be considered to be unavailable when

(1) No certificated air carrier provides scheduled air freight service from the airport serving the shipment's point of origin, and a noncertificated air carrier does

(2) The certificated air carrier(s) serving the shipment's point of origin decline to issue a through airway bill for transportation to the shipment's final destination airport

(3) Use of a certificated air carrier would result in delivery to final destination at least 7 days later than delivery by means of a noncertificated air carrier

(4) The total weight of the consignment exceeds the maximum weight per shipment which a certificated air carrier will accept and transport as a single shipment, and a noncertificated air carrier will accept and transport the entire consignment as a single shipment

(5) The dimensions (length, width, or height) of one or more of the items of a consignment exceed the limitation of the certificated aircraft's cargo door openings, but do not exceed the acceptable dimensions for shipment on an available noncertificated air carrier

(g) Where U S Government funds are used to reimburse the Grantee's use of other than U S flag 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 certificated air carrier was unavailable for the following reason(s) (State appropriate reason(s) as set forth in (e) or (f) above, see 41 CFR 1-1.323-3 for further guidance)

(h) *Travel Costs and Overseas Maintenance Allowances*

(1) *Travel Within the United States*

(i) As used herein, the term "travel within the United States" includes the 50 states, District of Col-

umbria, Commonwealth of Puerto Rico, Virgin Islands, and all the U S Territories except the Trust Territories of the Pacific Islands

(u) Subsistence allowances paid to Grantee employees traveling within the United States will be reimbursed in accordance with the established policies and practices of the Grantee which are uniformly applied to both federally financed and other activities of the Grantee

(2) International Travel

(i) As used herein, the term "international travel" includes travel to the U S Trust Territories of the Pacific Islands

(u) The Grantee will be reimbursed for international travel, subsistence, and post differentials and other allowances paid to employees in an international travel status, or assigned overseas, in accordance with the Grantee's established policies and practices which are uniformly applied to federally financed and other activities of the Grantee, but only to the extent that such reimbursement does not exceed the applicable amounts or rates established in the Standardized Regulations (Government Civilians, Foreign Areas), published by the U S Department of State, as from time to time amended

9 OCEAN SHIPMENT OF GOODS

(This provision is applicable when goods purchased with funds provided under this grant are transported to the Cooperating Country on ocean vessels)

(a) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the Cooperating Country on ocean vessels shall be transported on privately owned U S flag commercial vessels, to the extent such vessels are available at fair and reasonable rates for such vessels, and

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the Cooperating Country on dry cargo liners shall be paid to or for the benefit of privately owned U S flag commercial vessels to the extent such vessels are available at fair and reasonable rates for such vessels

(c) When U S flag vessels are not available, or their use would result in a significant delay, the Grantee may request a certificate of nonavailability from the AID Transportation Support Division, Office of Commodity Management, Washington, D C. 20523, giving the basis for the request. Such a determination of nonavailability will relieve the Grantee of the requirement to use U S flag vessels for the tonnage of goods included in the determination.

(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain 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 bills of lading state all of the carrier's charges including the basis for calculations such as weight or cubic measurement "

(e) Shipments by voluntary nonprofit relief agencies (i e., PVO's) shall be governed by this Standard Provision and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202)

10A. 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 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.

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

(b) Restricted Goods

The Grantee shall not procure any of the following goods and services without the prior written authorization of the Grant Officer

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

If AID determines that the Grantee has procured any of the restricted goods specified above under this grant, without the prior written authorization of the

Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the reimbursement

(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) "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 procures goods and services from other than U.S. sources, under the order of preference in (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 for 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 the grant

(e) The Grantee's Procurement System

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 the standards set forth in paragraph 1U of AID Handbook 13, "Grants"

(f) Small Business

To permit AID, in accordance with the small business provisions 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 maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization, AID/Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of, and granted by, the Office of Small and Disadvantaged Business Utilization) 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

(g) Ineligible Suppliers

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 under this grant. AID will provide the Grantee with this list

(h) Ocean and Air Transportation

For requirements relating to transportation by ocean vessel of commodities purchased under this grant, see the Standard Provision entitled "Ocean Shipment of Goods." For requirements relating to transportation of commodities by air, see the Standard Provision entitled "Travel and Transportation."

10B PROCUREMENT OF GOODS AND SERVICES OVER \$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 will be greater than \$250,000 over the life of the grant)

(a) *General* Except as may be specifically approved or directed in advance by the Grant Officer, all goods (e.g., equipment, vehicles, materials, and supplies) and services which will be financed under this grant with United States dollars shall be procured in and shipped from the United States (Code 000) and from any other countries within the authorized geographic code specified in the Schedule of this grant

(b) *Procurement of goods* In order to be eligible under this grant, goods purchased under this grant

must be of eligible source and origin, and must satisfy AID's componentry requirements set forth below. In addition, the supplier of commodities must meet the nationality requirements specified in paragraph (d)(1) of this provision.

(1) *Source* Source means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, source means the country from which the commodity was shipped to the free port or bonded warehouse.

(2) *Origin* The origin of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is substantially different in basic characteristics, or in purpose or utility, from its components.

(3) *Componentry* Components are the goods that go directly into the production of a produced commodity. AID componentry rules are as follows:

(i) If a commodity produced in an eligible source country contains no imported component, it is eligible for AID financing.

(ii) Unless otherwise specified by the Grant Officer, components from the United States, the Cooperating Country, and any other countries included in Geographic Code 941 may always be utilized in unlimited amounts regardless of the geographic code authorized.

(iii) Unless procurement is authorized from countries included in Code 899, components from free world countries not included in Code 941 are limited according to the following rules:

(A) They are limited only if they are acquired by the producer in the form in which they were imported.

(B) The total cost to the producer of such components (delivered at the point of production) may not exceed 50 percent of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by AID).

(C) AID may prescribe percentages other than 50 percent for specific commodities.

(iv) Any component from a non-free world country makes the commodity ineligible for AID financing.

(4) *Supplier Nationality* (See paragraph (d) of this provision)

(c) *Eligibility of commodity related services*

(1) *Incidental services* Nationality rules are applied to the contractor supplying equipment under this grant and not separately to any contractor that may supply commodity-related incidental services. Such services, defined as the installation or erection of AID-financed equipment, or the training of personnel in the maintenance, operation, and use of such equipment, are eligible if specified in the equipment contract and performed by citizens of countries included in AID Geographic Code 935, or non-United States citizens lawfully admitted for permanent residence in the United States.

(2) *Ocean and air transportation*

(i) Except as otherwise approved in writing by the Grant Officer, AID will finance only those ocean transportation costs:

(A) Incurred on vessels under U.S. flag registry, when Geographic Code 000 is authorized for procurement of goods or services,

(B) Incurred on vessels under U.S. Cooperating Country, or other countries included in Geographic Code 941 flag registry, when Geographic Code 941 is authorized for procurement of goods or services, or

(C) Incurred on vessels under flag registry of any free world country, if the costs are part of the total cost on a through bill of lading paid to a carrier for initial carriage on a vessel which is authorized in accordance with paragraphs (c)(2)(i)(A) and (B), above.

(ii) Any ocean or air charter, covering full or part cargo, for the transportation of goods purchased under this grant must be approved by the AID Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, prior to shipment.

(iii) When use of non-U.S. flag vessels has been authorized, the following requirements still apply:

(A) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the Cooperating Country on ocean vessels, shall be transported on privately owned U.S. flag commercial vessels, to the extent such vessels are available at fair and reasonable rates for such vessels, and

(B) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the Cooperating Country on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial

vessels to the extent such vessels are available at fair and reasonable rates for such vessels

(iv) When U S flag vessels are not available, or their use would result in a significant delay, the Grantee may request a certificate of nonavailability from the AID Transportation Support Division, Office of Commodity Management, Washington, D C 20523, giving the basis for the request. Such a determination of nonavailability will relieve the Grantee of the requirement to use U S flag vessels for the tonnage of goods included in the determination.

(v) Vouchers submitted for reimbursement which include ocean shipment costs shall contain 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 bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement."

(vi) For use of U S flag air carriers, see the Standard Provision, entitled "Travel and Transportation."

(3) *Marine insurance* The eligibility of marine insurance is determined by the country in which it is "placed." Insurance is "placed" in a country if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the Cooperating Country is also eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to AID-financed procurement against any marine insurance company authorized to do business in any State of the United States, then any AID-financed commodity shipped to that country shall be insured against marine risk and the insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in any State of the United States.

(d) *Nationality* Except as specified in paragraph (c) above, in order to be eligible for AID financing under this grant, contractors, subcontractors, or suppliers must fit one of the following categories:

(1) *Suppliers of commodities* A supplier providing goods must fit one of the following categories for the costs of such goods to be eligible for AID financing under this grant:

(i) An individual who is a citizen or legal resident of a country or area included in the authorized geographic code, or

(ii) A corporation or partnership organized under the laws of a country or area included in the authorized geographic code, or

(iii) A controlled foreign corporation, i.e., any foreign corporation of which more than 50 percent of the total combined voting power of all classes of stock is owned by the United States shareholders within the meaning of Section 957 et seq., of the Internal Revenue Code, 26 U.S.C. 957, or

(iv) A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which fit any of the foregoing categories.

(2) *Suppliers of services* A contractor or subcontractor thereunder providing services under an AID-financed grant must fit one of the following categories for the costs of such contracts or subcontracts to be eligible for AID financing under this grant (NOTE: the term contractor includes personal services contractors):

(i) An individual who is a citizen of and whose principal place of business is in a country included in the authorized geographic code or a non-U.S. citizen lawfully admitted for permanent residence in the United States whose principal place of business is in the United States, or

(ii) A corporation or partnership that is incorporated or legally organized under the laws of a country or area included in the authorized geographic code, has its principal place of business in a country or area included in the authorized geographic code, and meets the criteria set forth in either subparagraph (A) or (B), below:

(A) The corporation or partnership is more than 50% beneficially owned by individuals who are citizens of a country or area included in the authorized geographic code. In the case of corporations, "more than 50% beneficially owned" means that more than 50% of each class of stock is owned by such individuals, in the case of partnerships, "more than 50% beneficially owned" means that more than 50% of each category of partnership interest (e.g., general, limited) is owned by such individuals. (With respect to stock or interests held by companies, funds or institutions, the ultimate beneficial ownership by individuals is controlling.)

(B) The corporation or partnership

(1) has been incorporated or legally organized in the United States for more than three years prior to the issuance date of the invitation for bids or request for proposals, and

(2) has performed within the United States administrative and technical, professional or construction services under a contract or contracts

for services and derived revenue therefrom in each of the three years prior to the date described in the preceding paragraph, and

(3) employs United States citizens in more than half its permanent full-time positions in the United States, and

(4) has the existing capability in the United States to perform the contract, or

(iii) A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which fit categories (d)(2)(i) and (d)(2)(u) above. However, joint ventures with firms wholly or partially owned by the host government are ineligible

(iv) A duly authorized officer of the firm shall certify that the participating firm meets either the requirements or subparagraphs (d)(u)(A) or (d)(u)(B) above. In the case of corporations, the certifying officer shall be the corporate secretary. With respect to the requirements of subparagraph (d)(u)(A), of this provision, the certifying officer may presume citizenship on the basis of the stockholder's record address, provided the certifying officer certifies, regarding any stockholder (including any corporate funds or institutional stockholder) whose holdings are material to the corporation's eligibility, that the certifying officer knows of no fact which might rebut that presumption

(3) *Ineligible suppliers of commodities and services* Citizens or firms of any country not included in AID Geographic Code 935 are ineligible as suppliers, contractors, subcontractors, or agents, for goods and services the costs of which will be reimbursed under this grant. However, non-U S citizens lawfully admitted for permanent residence in the United States are eligible

(e) *Nationality of employees under contracts and subcontracts for services* The nationality policy of subparagraph (d)(2) of this provision does not apply to the employees of contractors or subcontractors whose services will be reimbursed under this grant, but all contractor and subcontractor employees engaged in providing services under AID-financed grants must be citizens of countries included in AID Geographic Code 935 or non-U S citizens lawfully admitted for permanent residence in the United States

(f) *The Cooperating Country as a source* With certain exceptions, the Cooperating Country is not normally an eligible source for procurement to be paid in U S dollars. The exceptions are for ocean freight and marine insurance (see paragraphs (c)(1) and (c)(2) of this provision). The Cooperating Country may be an eligible source if local cost financing is

approved either by specific action of the Grant Officer or in the Schedule of the grant. In such cases, the Standard Provision entitled "Local Cost Financing with U S Dollars," will apply

(g) *Ineligible goods and services*. Under no circumstances shall the Grantee 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.

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

(h) *Restricted goods* The Grantee shall not procure any of the following goods or services without the prior written authorization of the Grant Officer:

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) rubber compounding chemicals and plasticizers,
- (6) used equipment,
- (7) U S Government-owned excess property, or
- (8) fertilizer

If AID determines that the Grantee has procured any of the restricted goods specified above under this grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the reimbursement

(i) *Printed or audio-visual teaching materials* If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by AID in whole or in part and if other funds including U S -owned or U S -controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference

- (1) Code 000, United States,
- (2) the Cooperating Country,
- (3) Code 941, Selected Free World,
- (4) Code 899, Free World

(j) *Ineligible suppliers* 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 under this grant AID will provide the Grantee with this list

(k) *The Grantee's procurement system* The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and nationality requirements of this provision and the standards set forth in paragraph 1U of AID Handbook 13, "Grants"

11. LOCAL COST FINANCING WITH U.S. DOLLARS

(This provision is applicable whenever local cost financing has been specifically authorized in the Schedule of this grant regardless of dollar amount)

(a) Local cost financing is the use of U S dollars to obtain local currency for the procurement of goods and services in the Cooperating Country in furtherance of the purpose of the grant Local cost financing must be specifically authorized in the Schedule of the grant The amount of U S dollars which may be used must be specified in the authorization, together with any special restrictions on their use

(b) Procurement of goods and services under local cost financing is subject to the following restrictions

(1) *Ineligible goods and services*

Under no circumstances shall the Grantee procure any of the following under this grant

- (i) military equipment,
- (ii) surveillance equipment,
- (iii) commodities and services for support of police or other law enforcement activities,
- (iv) abortion equipment and services,
- (v) luxury goods and gambling equipment, or
- (vi) weather modification equipment

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

(2) *Restricted goods*

The Grantee shall not procure any of the following goods or services without the prior written authorization of the Grant Officer

- (i) agricultural commodities,
- (ii) motor vehicles,
- (iii) pharmaceuticals,

- (iv) pesticides,
- (v) rubber compounding chemicals and plasticizers,
- (vi) used equipment,
- (vii) U S Government-owned excess property, or
- (viii) fertilizer

If AID determines that the Grantee has procured any of the restricted goods specified above under this grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the reimbursement

(3) Any component from a non-free world country makes a commodity ineligible for AID financing

(4) *Nationality*

(i) Citizens or firms of any country not included in AID Geographic Code 935 are ineligible as suppliers, contractors, subcontractors, or agents for goods and services the costs of which will be reimbursed under this grant

(ii) Local cost financing is the use of appropriated U S dollars to obtain local currency for the payment for goods and services purchased in the Cooperating Country Authorization of local cost financing makes the Cooperating Country, in addition to the United States and any other country included in the authorized geographic code for the project, an eligible source for the purchase of goods or services in the Cooperating Country Goods or services purchased under local cost financing must be located in the Cooperating Country at the time they are purchased, they cannot be imported specifically for the project being implemented by this grant The supplier from which goods or services are purchased under local cost financing must also be in the Cooperating Country Suppliers of goods or services under local cost financing must meet the nationality eligibility tests prescribed in paragraph (d) of the provision of this grant entitled "Procurement of Goods and Services over \$250,000 " When local cost financing has been authorized, the Cooperating Country is deemed to be included in the "authorized geographic code" for purposes of determining nationality eligibility pursuant to paragraph (d) of the provision, entitled "Procurement of Goods and Services over \$250,000 "

(c) *General principles* Under local cost financing, the Grantee shall follow sound procurement policies, utilizing competition to the maximum practical extent, obtaining the lowest available price, and documenting such procurements to justify the method used and the price established

(d) *Procurement of goods* In order to be eligible under local cost financing, goods are subject to the following specific requirements

(1) *Indigenous goods* Goods which have been mined, grown, or produced in the Cooperating Country through manufacture, processing, or assembly are eligible for local cost financing under this grant Goods produced with imported components must result in a commercially recognized new commodity that is substantially different in basic characteristics or in purpose or utility from its components in order to qualify as indigenous, such goods may not contain components from any nonfree world country

(2) *Imported shelf items* Imported shelf items are goods that are normally imported and kept in stock, in the form in which imported, for sale to meet a general demand in the country for the item, they are not goods which have been specifically imported for use in an AID-financed project

(i) Shelf items are eligible for local cost financing in unlimited quantities up to the total amount available for local cost financing if they have their source in the Cooperating Country and their origin in a country included in AID Geographic Code 941

(ii) Shelf items having their origin in any country included in Code 899 but not in Code 941 are eligible if the price of one unit does not exceed \$5,000 For goods sold by units of quantity, e g , tons, barrels, etc , the unit to which the local currency equivalent of \$5,000 is applied is that which is customarily used in quoting prices The total amount of imported shelf item purchases from countries included in Code 899 but not in Code 941 may not exceed \$25,000 or 10% of the total local costs financed by AID for the project whichever is higher, however, in no case may the total amount of such purchases exceed \$250,000 without first obtaining a specific geographic source waiver

(3) *Goods imported specifically for the project* Goods imported specifically for the project being implemented by this grant are not eligible for local cost financing, they are subject to the requirements of the provision entitled "Procurement of Goods and Services over \$250,000 "

12. GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

(This provision applies when personal property is furnished under the grant)

The policies and procedures of Handbook 16, "Excess Property," and the appropriate provisions

of 41 CFR 101-43 apply to the Government furnished excess property under this grant.

13A. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

(This provision is applicable when the Government vests title in the Grantee only)

Title to all property financed under this grant shall vest in the Grantee, subject to the following conditions.

(a) The Grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the Grantee under this provision under this grant or any other U S Government grant, subgrant, contract or subcontract

(b) The Grantee agrees to use and maintain the property for the purpose of the grant in accordance with the requirements of paragraph 1T of Chapter 1, Handbook 13

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

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

(2) To transfer title to any such items to the Government in accordance with any written request therefore issued by the Grant Officer at any time prior to final payment under this grant.

13B. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE)

(This provision is applicable when title to property is vested in the U S Government)

(a) Property, title to which vests in the Government under this grant, whether furnished by the Government or acquired by the Grantee, is subject to this provision and is hereinafter collectively referred to as "Government property " Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty

(b) *Use of Government Property*

Government property shall, unless otherwise provided herein or approved by the Grant Officer, be used only for the performance of this grant

(c) *Control, Maintenance and Repair of Government Property*

The Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The Grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the Grant Officer may prescribe as reasonably necessary for the protection of the Government property.

The Grantee shall submit, for review and written approval of the Grant Officer, a records system for property control and a program for orderly maintenance of Government property, however, if the Grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110 (see paragraph 1T of Chapter 1 Handbook 13), the Grantee shall furnish the Grant Officer proof of such approval in lieu of another approval submission.

(1) Property Control

The property control system shall include but not be limited to the following:

(A) Identification of each item of Government property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U S Government."

(B) The price of each item of property acquired or furnished under the grant.

(C) The location of each item of property acquired or furnished under the grant.

(D) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(E) A record of disposition of each item acquired or furnished under the grant.

(F) Date of order and receipt of any item acquired or furnished under the grant.

The official property control records shall be kept in such condition that at any stage of completion of the work under this grant, the status of property acquired or furnished under this grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the grant shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program

The Grantee's maintenance program shall be such as to provide for, consistent with sound business practice and the terms of the Grant

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program.

(A) Preventive maintenance—Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance—The Grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss

(1) The Grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the Grantee shall be responsible for any such loss or damage (including expenses incidental thereto)

(i) Which results from willful misconduct or lack of good faith on the part of any of the Grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the Grantee's business, or all or substantially all of the Grantee's operation at any one plant, laboratory, or separate location in which this grant is being performed.

(ii) Which results from a failure on the part of the Grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above.

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above or (B) to take all reasonable steps to comply with any appropriate written directions of the Grant Officer under (c) above.

(iii) For which the Grantee is otherwise responsible under the express terms of the article or articles designated in the Schedule of this grant.

(iv) Which results from a risk expressly required to be insured under some other provision of this grant, but only to the extent of the insurance so required to be procured and maintained, or to the ex-

tent of insurance actually procured and maintained, whichever is greater, or

(v) Which results from a risk which is in fact covered by insurance or for which the Grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement,

Provided, that, if more than one of the above exceptions shall be applicable in any case, the Grantee's liability under any one exception shall not be limited by any other exception

(2) The Grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Grantee to carry such insurance under any other provision of this grant

(3) Upon the happening of loss or destruction of or damage to the Government property, the Grantee shall notify the Grant Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Grant Officer a statement of

(i) The lost, destroyed, and damaged Government property,

(ii) The time and origin of the loss, destruction, or damage,

(iii) All known interests in commingled property of which the Government property is a part, and

(iv) The insurance, if any, covering any part of or interest in such commingled property

The Grantee shall make repairs and renovations of the damaged Government property or take such other action as the Grant Officer directs

(4) In the event the Grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the Government, as directed by the Grant Officer. The Grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Grant Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignments in favor of the Government) in obtaining recovery

(e) Access

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property

(f) *Final Accounting and Disposition of Government Property*

Upon completion of this grant, or at such earlier dates as may be fixed by the Grant Officer, the Grantee shall submit, in a form acceptable to the Grant Officer, inventory schedules covering all items of Government property not consumed in the performance of this grant or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposal of the Government property as may be directed or authorized by the Grant Officer

(g) *Communications*

All communications issued pursuant to this provision shall be in writing

13C. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)

(This provision is applicable to property titled in the name of the Cooperating Country or such public or private agency as the cooperating government may designate)

(a) Except as modified by the Schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursed to the Grantee by AID or by the Cooperating Government, shall at all times be in the name of the Cooperating Government or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in the Schedule of this grant, but all such property shall be under the custody and control of Grantee until the owner of title directs otherwise or completion of work under this grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner

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

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

14. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Grantee's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

15. TERMINATION

(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.

16. VOLUNTARY PARTICIPATION

(This provision is applicable to all grants involving any aspect of family planning or population assistance activities, and all Title X grants in particular.)

(a) The Grantee agrees to take any steps necessary to ensure that funds made available under this grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individuals' moral, philosophical, or religious beliefs. Further, the Grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

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

17. PROHIBITION ON ABORTION-RELATED ACTIVITIES

(This provision is applicable to all grants involving any aspect of family planning or population assistance activities, and all Title X grants in particular.)

(a) No funds made available under this grant will be used to finance, support, or be attributed to the following activities: (1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning, (2) special fees or incentives to women to coerce or motivate them to have abortions, (3) payments to persons to perform abortions or to solicit persons to undergo abortions, (4) information, education, training, or communication programs that seek to promote abortion as a method of family planning.

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, pur-

chase orders, and any other subordinate agreements hereunder

18. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

(This provision is applicable when any surgical sterilization will be supported in whole or in part from funds under this grant)

(a) None of the funds made available under this grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization

(b) The Grantee shall insure that any surgical sterilization procedures supported in whole or in part by funds from this grant are performed only after the individual has voluntarily presented himself or herself at the treatment facility and has given his or her informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after he or she has been advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and his or her option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation

(c) Further, the Grantee shall document the patient's informed consent by (1) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician, or (2) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient

(d) Copies of informed consent forms and certification documents for each voluntary sterilization

(VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure

(e) The Grantee shall insert paragraphs (a), (b), (c), (d) and (e) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder involving the performance of any sterilization which will be supported in whole or in part from funds under this grant

19. PUBLICATIONS

(This provision is applicable to any grant which produces any book, publication, or other copyrightable materials)

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

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

(c) In the event 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 the grant

(d) The Grantee is permitted to secure copyright to any publication produced or composed under the grant in accordance with paragraph 1T8.b. of Chapter 1, Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so

20. PATENTS

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

(a) Grantee agrees to notify the 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 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

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other right otherwise granted to the Government under any patent

21. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

(This provision is applicable only to the Grantee's U S and third country national employees, it is not applicable to the Grantee's Cooperating Country national employees)

(a) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U S Government Offices or facilities for support while so engaged

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

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

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

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

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

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the Grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate

22. SUBORDINATE AGREEMENTS

(a) The placement of subordinate agreements (i.e., grants or contracts) with other organizations, firms or institutions, and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer unless such subordinate agreements were identified in the approved Financial Plan, in accordance with paragraph (b)(7) of the Standard Provision of this grant entitled "Revision of Financial Plans."

(b) The use of the Standard Provisions of this grant is mandatory for subgrants to U S institutions. For subgrants to foreign institutions the Grantee shall use the Standard Provisions set forth in Appendix 4D of Handbook 13

(c) Contracts awarded with funds provided by the grant shall be undertaken in accordance with the requirements of the Standard Provision of this grant entitled "Procurement of Goods and Services over \$250,000" or "Procurement of Goods and Services under \$250,000" (whichever is applicable), and paragraph 1U3 of Handbook 13. Contracts awarded with funds provided by this grant to U S organizations shall set forth the provisions of paragraph 1U4 of Handbook 13. Paragraph 1U4 does not apply to foreign organizations

23. 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 the applicable cost principles. To the extent that the Grantee's policy and practice conflict with the applicable cost principles, the latter shall prevail

24. 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

25. DISPUTES

(a) Any dispute arising under this grant, which is not disposed of by agreement, shall be decided by the AID Grant Officer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Grantee

(b) Decisions of the AID Grant Officer shall be final and conclusive unless, within 30 days of receipt

of the decision of the Grant Officer, the Grantee appeals the decision to the Administrator, AID. Any appeal made under this provision shall be in writing and addressed to the Administrator, Agency for International Development, Washington, D C 20523; a copy of any such appeal shall be concurrently furnished to the Grant Officer.

(c) 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.

(d) A decision under this provision by the Administrator or his duly authorized representative shall be final and conclusive, unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, an abuse of discretion, or based on clearly erroneous findings of facts or conclusions of law.

26. PARTICIPANT TRAINING

(This provision is applicable if AID funds provided hereunder will be used to finance participant training.)

(a) Definitions

(1) Participant training is the training of any foreign national outside of his or her home country, using AID funds.

(2) A participant is any foreign national being trained under this grant outside of his or her home country.

(b) Applicable regulations

Participant training is to be conducted according to the policies established in AID Handbook 10—Participant Training, except to the extent that specific exceptions to AID Handbook 10 have been provided in this grant (Handbook 10 may be obtained by submitting a request to the Office of International Training, at the address specified in paragraph (c) below).

(c) Reporting requirement

Once each month the Grantee shall submit three copies of Form AID 1380-9, "Monthly Report of Participants Under Grant, Loan, or Contract Programs," to the Office of International Training, Bureau for Science and Technology (S&T/IT), AID/Washington, D C 20523.

27. HEALTH AND ACCIDENT COVERAGE FOR AID PARTICIPANT TRAINEES

(This provision is applicable if AID funds provided hereunder will be used to finance the training of non-U S participants in the United States.)

(a) The Grantee shall enroll all non-U S. participants (hereinafter referred to as "participants"), whose training in the United States is financed by AID under this grant, in the Agency for International Development's Health and Accident Coverage (HAC) program.

(b) The Grantee shall, prior to the initiation of travel by each participant financed by AID under this grant, fill out and mail to AID a self-addressed, postage prepaid, HAC Program Participant Enrollment Card (form AID 1380-98). The Grantee can obtain a supply of these cards and instructions for completing them from the Office of International Training, AID/Washington, D C 20523.

(c) The Grantee shall assure that enrollment shall begin immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by AID and that enrollment shall continue in full force and effect until the participant returns to his/her country of origin, or is released from AID's responsibility, whichever is the sooner. The Grantee shall continue enrollment coverage for participants whose departure is delayed due to medical or other compelling reasons, with the written concurrence of the AID Project Manager and subject to the requirements of paragraph (d).

(d) The Grantee shall submit the HAC Program Participant Enrollment Card to AID, as specified in paragraph (b), above, to enable the participant(s), or the provider of medical services, to submit bills for medical costs resulting from illness or accident to the HAC Administrator, Trust Fund Administrators, Inc., 1030 15th Street, NW, Suite 500, Washington, D C 20005. The HAC Administrator, not the Grantee, shall be responsible for paying all reasonable and necessary medical charges, not otherwise covered by student health service or other insurance programs (see paragraphs (e) and (f)), subject to the availability of funds for such purposes, in accordance with the standards of coverage established by AID under the HAC program, and subject to the payment of the fee specified in paragraph (d) (1), below.

(1) Within thirty (30) days after enrollment, the Grantee shall send an enrollment fee computed on the basis of the fixed rate per participant per month* (the minimum period for calculation of fee is one month—that is, one participant month, 30 days, not one calendar month—premiums may not be prorated for fractional periods of less than 30 days), to: Agency for International Development, Office of

*The rate is \$25.00 per participant-month for Fiscal Year 1982.

Financial Management, Program Accounting Division, Nonproject Assistance, Washington, D.C 20523

The enrollment fee should cover a minimum period of up to one year or the current training period for which funds are obligated under this grant, whichever is less. As applicable, payments for additional periods of enrollment shall be made 30 days prior to the beginning of each new enrollment period or new period of funding of this grant (the monthly enrollment fee for succeeding fiscal years may be obtained by calling the AID Office of International Training). All such fee payments shall be made by check, payable to the "Agency for International Development (HAC)". If payments are not made within 30 days, a late payment charge shall apply at a percentage rate based on the current value of funds to the Treasury for each 30-day period, the full charge shall also be applicable to periods of less than 30 days. The percentage rate will be calculated by the Treasury as an average of the current value of funds to the Treasury for a recent three-month period and will be transmitted to AID in TFRM Bulletins.

The late payment charge shall be applied to any portion of the fees in arrears and be remitted together with the fees as a separately identified item on the covering memorandum.

(2) Whenever possible, fee payments for groups of several participants entering the HAC Program within the 30-day reporting period shall be consolidated and covered by a single check. Participants covered by the fee payment shall be listed individually in the covering letter, identifying each participant (the name reported must be identical to that on the HAC enrollment card), showing period of enrollment (or period of coverage for which payment is remitted if this is different from the enrollment period), fee amount paid, grant number, and U S Government appropriation number (as shown under the "Fiscal Data" section of the grant cover letter.)

(e) The Grantee, to the extent that it is an educational institution with a student health service program, shall also enroll all participants in their institution's student health service program. Medical costs which are covered under the institution's student health service shall not be eligible for payment under AID's HAC program. The Grantee shall provide the HAC Administrator with a copy of information showing what medical costs are covered by the institution's student health service program, medical costs that are not covered by the institution's student health service program shall be submitted to the HAC Administrator.

(f) If the Grantee has a mandatory, nonwaivable health and accident insurance program for students, the costs of such insurance will be allowable under this grant. Any claims eligible under such insurance will not be payable under AID's HAC plan or under this grant. Even though the participant is covered by the Grantee's mandatory, nonwaivable health and accident insurance program, the participant MUST be enrolled in AID's more comprehensive HAC program, and HAC payments MUST be made to AID as provided above. In addition, a copy of the mandatory insurance policy must be forwarded to the HAC Administrator.

(g) Any payments for medical costs not covered by the Grantee's student health service program, or mandatory, nonwaivable health and accident insurance program, or AID's HAC program shall be reimbursable under this grant only with specific written approval of the Grant Officer and subject to the availability of funds.

(h) The HAC Administrator, for the period February 1, 1980 through January 31, 1983, is:

Trust Fund Administrators, Inc.
1030 15th Street, NW, Suite 500
Washington, D C 20005.

28. USE OF POUCH FACILITIES

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for AID Grantees and their employees as a general policy, as detailed in items (1) through (7) below, however, the final decision regarding use of pouch facilities rests with the Embassy or AID Mission. In consideration of the use of pouch facilities as hereinafter stated, the Grantee and its employees agree to indemnify and hold harmless the Department of State and AID for loss or damage occurring in pouch transmission.

(1) Grantees and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of two pounds per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U S citizen employees are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers, are not considered to be personal mail for purposes of this clause, and are not authorized to be sent or received by pouch.

(4) Official mail pursuant to (a)(1) above, sent by pouch should be addressed as follows:

Name of individual or organization
(followed by letter symbol "C")
Name of post: (USAID/_____)
Agency for International Development
Washington, D C 20523

(5) Personal mail pursuant to (a)(2) above should be to the address specified in (a)(4) above, but without the name of the organization

(6) Mail sent via the diplomatic pouch may not be in violation of U S Postal laws and may not contain material ineligible for pouch transmission

(7) AID Grantee personnel are *not* authorized use of military postal facilities (APO/FPO) This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch may, however, accept official mail from Grantees and letter mail from their employees for the pouch, provided of course, adequate postage is affixed

(b) The Grantee shall be responsible for advising its employees of this authorization and these guidelines and limitations on use of pouch facilities.

(c) Specific additional guidance on Grantee use of pouch facilities in accordance with this clause is available from the Post Communication Center at the Embassy or AID Mission

29. 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

30. 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 con-

tingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business For breach or violation of this warranty, AID shall have the right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee

31. NONLIABILITY

AID does not assume liability with respect to any third party claims for damages arising out of work supported by this Grant

32. AMENDMENT

The grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the Grant Officer and an appropriate official of the Grantee.

33. THE GRANT

The letter to the Grantee signed by the Grant Officer, the Schedule, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the grant.

34. NOTICES

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

To the AID Grant Officer, at the address specified in the grant,

To Grantee, at Grantee's address shown in the grant,

or to such other address as either or such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

FOOTNOTE When the Standard Provisions are used for Cooperative Agreements, the following terms apply:

"Grantee" means "Recipient,"

"Grant" means "Cooperative Agreement,"

"AID Grant Officer" means "AID Agreement Officer,"

"Subgrant" means "Subcooperative Agreement," and

"Subgrantee" means "Subrecipient."

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

a. Definitions

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

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

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

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

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

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

b. Allocation of Principal Rights

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

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

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

(1) The grantee will disclose each subject invention to AID within two months after the inventor discloses it in writing to grantee personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the grant under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operations, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to AID, the grantee will promptly notify AID of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the grantee.

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

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

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

d. Conditions When the Government May Obtain Title

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

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

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

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

e. Minimum Rights to Grantee

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

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

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

f. Grantee Action to Protect the Government's Interest

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

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

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

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

g. Subcontracts and Subgrants

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

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

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

h. Reporting on Utilization of Subject Inventions

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

i. Preference for United States Industry

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

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

j. March-in Rights

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

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

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

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

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

k. Special Provisions for Grants with Non-profit Organizations

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

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

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

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

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

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

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

1. Communications

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

ALTERATIONS IN GRANT

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

1. Change the title of Standard Provision 15*, dated "2-82, to read:

"TERMINATION AND SUSPENSION".

2. Insert a new paragraph "(d)" in Standard Provision 15* as follows:

(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 terminate^d 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.

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

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

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

*This is Standard Provision 5 for AID Forms 1420-53, and -54

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

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

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

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

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

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

"(c) Geographic Source and Order of Preference

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

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

8. **Delete Paragraph (d) of Standard Provision 10B entitled "Procurement of Goods and Services Over \$250,000," and substitute the following therefore:

*This is Standard Provision 12A for AID Forms 1420-53 and -54.
**This is Standard Provision 12B for AID Forms 1420-53 and -54

"(d) Nationality. Except as specified in paragraph (c) of this provision, in order to be eligible for AID financing under this grant, suppliers, contractors, or subcontractors must fit one of the following categories:

(1) Suppliers of commodities. A supplier providing goods under this grant must fit one of the following categories for the costs of such goods to be eligible for AID financing:

(i) An individual who is a citizen or, except as provided in paragraph (d)(7) of this clause, a legal resident of a country or area included in the authorized geographic code;

(ii) A corporation or partnership organized under the laws of a country or area included in the authorized geographic code;

(iii) A controlled foreign corporation, i.e., any foreign corporation of which more than 50 percent of the total combined voting power of all classes of stock is owned by United States shareholders within the meaning of Section 957 et seq. of the Internal Revenue Code, 26 U.S.C. 957; or

(iv) A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which are eligible under any of the foregoing categories.

(2) Privately owned commercial suppliers of services. An individual or a privately owned commercial firm is eligible for financing by AID under this grant as a contractor providing services only if the criteria in paragraphs (d)(2)(i), (ii), or (iii) of this provision are met and, in the case of the categories described in paragraphs (d)(2)(ii) and (iii), the certification requirements in paragraph (d)(2)(iv) are met.

(i) The supplier is an individual who is a citizen of and whose principal place of business is in a country or area included in the authorized geographic code or a non-U.S. citizen lawfully admitted for permanent residence in the United States whose principal place of business is in the United States;

(ii) The supplier is a privately owned commercial (i.e., for profit) corporation or partnership that is incorporated or legally organized under the laws of a country or area included in the authorized geographic code, has its principal place of business in a country or area included in the authorized geographic code, and meets the criteria set forth in either subparagraph (A) or (B) below:

(A) The corporation or partnership is more than 50% beneficially owned by individuals who are citizens of a country or area included in the authorized geographic code. In the case of corporations, "more than 50% beneficially owned" means that more than 50% of each class of stock is owned by such individuals; in the case of partnerships, "more than 50% beneficially owned" means that more than 50% of each category of partnership interest (e.g., general, limited) is owned by such individuals. (With respect to stock or interest held by companies, funds or institutions, the ultimate beneficial ownership by individuals is controlling.)

(B) The corporation or partnership:

(1) has been incorporated or legally organized in the United States for more than 3 years prior to the issuance date of the invitation for bids or request for proposals, and

(2) has performed within the United States similar administrative and technical, professional, or construction services under a contract or contracts for services and derived revenue therefrom in each of the 3 years prior to the issuance date of the invitation for bids or request for proposals, and

(3) employs United States citizens in more than half its permanent full-time positions in the United States, and

(4) has the existing capability in the United States to perform the contract.

(iii) The supplier is a joint venture or unincorporated association consisting entirely of individuals, corporations, partnerships, or nonprofit organizations which are eligible under paragraphs (d)(2)(i), (d)(2)(ii), or (d)(3) of this provision.

(iv) A duly authorized officer of a firm or nonprofit organization shall certify that the participating firm or nonprofit organization meets either the requirements of paragraphs (d)(2)(ii)(A), (d)(2)(ii)(B), or (d)(3) of this clause. In the case of corporations, the certifying officer shall be the corporate secretary. With respect to the requirements of paragraph (d)(2)(ii)(A), the certifying officer may presume citizenship on the basis of the stockholder's record address, provided the certifying officer certifies, regarding any stockholder (including any corporate fund or institutional stockholder) whose holdings are material to the corporation's eligibility, that the certifying officer knows of no fact which might rebut that presumption.

(3) Nonprofit organizations. Nonprofit organizations, such as educational institutions, foundations, and associations, are eligible for financing by AID under this grant as contractors for services if they meet all of the criteria listed in paragraphs (d)(3)(i), (ii), and (iii) below, and the certification requirement in paragraph (d)(2)(iv) of this clause is met. (International agricultural research centers and such other international research centers as may be, from time to time, formally listed as such by the Senior Assistant Administrator, Bureau for Science and Technology, are considered to be of U.S. nationality for purposes of this provision.) Any such organizations must:

(i) Be organized under the laws of a country or area included in the authorized geographic code; and

(ii) Be controlled and managed by a governing body, a majority of whose members are citizens of countries or areas included in the authorized geographic code; and

(iii) Have its principal facilities and offices in a country or area included in the authorized geographic code.

(4) Government-owned organizations. Except as may be specifically approved in advance by the Grant Officer firms operated as commercial companies or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof are not eligible for financing by AID under this grant as contractors.

(5) Joint ventures. A joint venture or unincorporated association is eligible only if each of its members is eligible in accordance with paragraphs (d)(2), (3), or (4) of this clause.

(6) Construction services from local firms. When the host country is an authorized source for services, and the estimated cost of the construction services is \$5 million or less, a corporation or partnership may be determined by AID to be an integral part of the local economy in accordance with AID Handbook 1B, Chapter 5, Paragraph 5D5, is eligible.

(7) Ineligible suppliers. Citizens of any country or area, and firms and organizations located in or organized under the laws of any country or area, which is not included in Geographic Code 935 are ineligible for financing by AID as suppliers of services or of commodities, or as agents acting in connection with the supply of services or of commodities, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible regardless of such citizenship.

(8) Special restrictions on procurement of construction or engineering services. Section 604(g) of the Foreign Assistance Act provides that AID funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under the Geographic Code 941, which have attained a competitive capability in international markets for construction services or engineering services." In order to insure eligibility of a Code 941 contractor for construction or engineering services, obtain the AID Grant Officer's approval for any such contract."

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 Regional	Page 1 of 1 Pages
		2 PIO/T No 298-3-0168- 6228003	3. <input checked="" type="checkbox"/> Original or Amendment No _____
		4 Project/Activity No and Title Joint Arab-Israeli Study of Perceptions of the Middle-East Conflict 298-0168	

ACTION

DISTRIBUTION	5 Appropriation Symbol 72-11 21037	6. Allotment Symbol and Charge 237-62-298-00-69-21
	7 Obligation Status <input type="checkbox"/> Administrative Reservation <input checked="" type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo, Day, Yr) 12/31/83
	9 Authorized Agent AID/W	10 This PIO/T is in full conformance with PRO/AG Date _____
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input checked="" type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other	11b Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) NEB-0168-G-SS-1059-00

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. US Owned Local Currency		300,000		300,000

13. Mission
References
(All Classified)
Cairo 10210
Tel Aviv 04533
Cairo 07116
Jerusalem 0132
Tel Aviv 04554
Tel Aviv 4693
Cairo 9899

14a. Instructions to Authorized Agent
SER/CM/NE is requested to amend the grant as follows:

- An addition of \$300,000 to the grant.
- Attachment 1, page 2, Section C. (Implementation) paragraph 2. Please change to read as follows: "Conducting at least 6 seminars or conferences in which Israeli, Palestinian and Egyptian social scientists will examine the data gathered in Israel, West Bank and Egypt from representative samples and explore opportunities for its use in furthering the peace process."

14b Address of Voucher Paying Office
AID/W, FM/PAD, Rm. 607, SA-12

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 NE/TECH/SARD Gerald D. Miller <i>DM</i>	Phone No 20106 Date 8/20/82	B. The statement of work lies within the purview of the initiating and approved agency programs NE/ME Tom Miller <i>DM</i>	Date 8/19/82
C. NE/TECH/SARD William Miner <i>WMiner</i>	Date 8/20/82	D. Funds for the services requested are available	
E. NE/PD:Thelma Patterson <i>TP</i>	Date 8/25/82	NE/DP/PR Alice McMillan	

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>K. H. Sherper</i> Date 8/23/82 Tide Kenneth Sherper, Director

ACTION MEMORANDUM FOR THE ASSISTANT ADMINISTRATOR, BUREAU FOR NEAR EAST

THRU : NE/TECH, Kenneth Sherper *AK for*
FROM : NE/TECH/SARD, Gerald D. Miller *GDM*
SUBJECT: Supplemental Funding for Project 298-0164, Images in Conflict;
A Specific Support Grant

Problem: On May 27, 1982, the Near East Advisory Committee met and approved an additional \$300,000 in supplemental funds to project 298-0164, bringing the life-of-project total to \$1.07 million.

Background: A team of Israeli, Palestinian and Egyptian Social Scientists have designed jointly an applied research activity based upon the principles of conflict resolution theory. The study focuses upon selected Egyptians, Israelis and Palestinians (approximately 2,000) who will participate in a large-scale effort to analyze the perceptions and images that each group has of itself, its neighbors, the conflict and the Peace Process. The thesis of this applied study is that these perceptions and images, distorted by years of confrontation, are serious impediments to cooperation. Addressing these major issues could provide for an improved climate that would facilitate regional development activity.

Over the past year progress in implementing project 298-0164 has exceeded initial expectations. The principal investigators, representing the original three communities (Palestinians, Israelis and Egyptians) involved in this study, have met on numerous occasions, designed the survey instrument and successfully conducted and completed the actual survey work in the field. The work of the three groups has been monitored and sanctioned by the highest levels of their political leadership. General consensus amongst participants and observers is that the information gathered plus the networks that have evolved as a result of this study will become invaluable as the next stages in the Middle East peace process unfold.

Because of the uncertain nature of this endeavor, it was difficult at the proposal writing stage to predict both the design of the final survey instrument and the subsequent data analysis needs. Since the approval of the original grant, Palestinians and Arab Israelis have moved from token to full partners in this study. In addition, the three teams have determined it to be important to increase the sampling sizes fourfold in order to prevent any future attempt at discrediting the results because of shoddy sampling procedures. Finally, the translation and data processing costs have gone beyond what was anticipated at the early stages of the project. For all the above reasons it has become necessary to provide additional funds in order to bring this project to a successful completion.

Recommendation: That by signing the attached authorization, you approve the additional activities, as described herein and the attached proposal for an additional \$300,000, bringing the life-of-project amount up to \$1,070,000.

Attachment: 1. Unsolicited Proposal Submitted by the Graduate
Center of the City University of New York.
2. Supplemental Budget
3. Project Authorization

ASSISTANT
ADMINISTRATOR

FIRST AMENDMENT
TO
PROJECT AUTHORIZATION

Name of Entity: Graduate Center Name of Project: Joint Arab-Israeli-
City University American Study of
OF New York Perceptions of the
Middle East
Conflict

Number of Project: 298-0164

1. Pursuant to Section 532 of the Foreign Assistance Act of 1961, as amended, the Joint Arab-Israeli-American Study of Perceptions of the Middle East Conflict, a regional project intended to facilitate increased understanding among the people and nations of the Middle East region, was authorized by the Acting Assistant Administrator, Bureau for Near East on July 9, 1981, for planned obligations of not to exceed (\$770,000) in grant funds over a one year period.

That authorization is hereby amended as follows:

The total of A.I.D. appropriated funding planned for this Project is, pursuant to Section 532 of the Foreign Assistance Act, hereby increased in the amount of Three Hundred Thousand United States Dollars (\$300,000) in grants funds over a one year period from the date of this authorization amendment, subject to the availability of funds in accordance with the A.I.D. O.Y.B./allotment process, for total life-of-project funding of One Million Seventy Thousand United States Dollars (\$1,070,000). The amount of such increase shall be used to increase the sampling size of the study and gather and interpret necessary data.

2. The authorization cited above remains in force except as hereby amended.

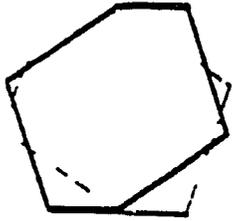


W. Antoinette Ford
Assistant Administrator
Bureau for Near East

20 AUG 1982

Date

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The Graduate School and University Center
of The City University of New York

Institute for Middle East Peace and Development
Graduate Center 33 West 42 Street, New York, N Y 10036
212 790-4423

IMAGES IN CONFLICT
DATA MANAGEMENT AND ANALYSIS

SUPPLEMENTARY PROPOSAL

Stephen P. Cohen, Principal Investigator

"Images in Conflict" is a social science study whose data will enhance regional cooperation and dialogue for both development and political ends. In any study with such a purpose there is a fundamental question: Why do we need good social science when our aims are political ones? The question is a serious one with answers at several different levels.

(1) Those working toward solutions to conflict make assumptions about people's attitudes. Despite the fact that this information is central to the solution-seeking process it is not always valid or reliable. Often they rely on journalistic analysis or on informal accounts of elite opinion. For example, remarkably, no depth analysis yet exists of Israeli attitudes toward the conflict, despite a widespread tradition of social research in that country. And there is no systematic research at all on conflict-related attitudes of Palestinians or Egyptians. This study will provide

data of high quality about such matters. It will begin the process of investigating the range of attitudes about the conflict in the three societies. Indications of openness and variability of opinion present opportunities for conflict resolution.

(2) Expertise about the conflict is, at present, nationally-based. There are Israeli experts, Egyptian experts, Palestinian experts. Not only do these experts differ in the way they interpret issues, but they all take different facts to be the basic ones.

Social science provides a common focus. It becomes possible, by using its methods, for a common basis of understanding to emerge. Because the same methods of analysis are used to deal with the same kind of material in the different societies, perceptions of the conflict become shared ones, not perceptions of "my side" versus "your side."

(3) Social science research can show which issues unify a group's opinion and which do not. In this way, it has a leavening effect on the notion that each party is united against the other. By identifying those points on which difference of opinion exists within groups it can point the way toward political progress between groups.

(4) Particularly in the Middle East conflict there tends to be an assumption that rulers manipulate public opinion within their society. No one really knows what people think. In Israel, for instance, there is argument about whether Egyptians support peace, whether Israelis are agreed against a Palestinian state or, for that matter, are skeptical about the value of the treaty with Egypt. Among Palestinians there is question whether most West Bank residents really would like accommodation with Israel or whether they support a view of continued confrontation. Indeed, the question is the basis of major confrontation at present between

the Israeli civilian administration and the urban leadership of the Palestinians. It is fair to say that in the present circumstances Israeli political leadership acts as if most West Bank and Gaza residents do not see the PLO as their leadership. Palestinian leadership in Beirut and the National Guidance Committee of Palestinians on the West Bank assume, to the contrary, that the vast majority of Palestinians identify with the PLO. Although this study cannot be definitive, it can help to sort out on what evidence each such view stands.

(5) To be credible, data from the study will have to specify the areas where there is agreement and those where differences in interpretation exist among the groups. But having shared in a cooperative study of this kind acts as a constraint to wild assumptions about the desires and intentions of the other parties. For those wishing to find a resolution to the conflict, this material will provide innumerable clues as to alternative approaches. But in some ways the process is as critical as the product. Conflict resolution is not just a matter of coming to the right answer. Rather, it is finding a means which can be trusted and participated in by extremely suspicious and threatened groups. With social science, there are norms for evaluating methods as well as data, giving it a potentially pivotal role in resolving conflict.

(6) An extremely important characteristic of social science is its accessibility and openness (opposite to being proprietary and hidden.) Although this property makes it very difficult to conduct social science during a period of conflict, it makes it all the more valuable when it is accomplished. Even those opposed to this study will be able to look at the data and assess them. The study is not conceived as part of the hidden agenda of any political force. By analyzing the data in a cooperative manner it

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is hoped that the conflict resolution directions to which the data point will emerge as most prominent. Though it can probably never be eliminated, the point scoring for one side or another should be minimized. In short, in a situation where knowledge and expertise itself is a part of the conflict polarization a cooperative research study on the conflict can be a limited but significant force for unification and cooperation.

Insofar as the next few years in the Middle East will involve a joint US, Israeli, Egyptian and Palestinian struggle about directions of resolution of the relationships among these groups, this study can be an important marker to common understanding of what the problems are that must be solved and what a process might be that could be acceptable to the parties. In some ways, social science is to conflict resolution as international law is to the process of agreement. People who wish to disregard either cannot be stopped from doing so. However, when there is pressure for conflict resolution or a general desire to reach agreement, having a framework of shared data about what people really want and hope can be of as great assistance as having a framework of law.

No study of this kind could be undertaken without approval within the intellectual and political communities in the different societies. Although it is not characteristic of most social science research, one of the tacit responsibilities of the Principal Investigator in this project has been the achievement of acceptability for the study by the political leadership of the groups involved. In all cases, political leaders are not only aware of the study but are monitoring its progress.

While this has been a source of tension and sometimes of serious difficulty, it has assured that the study has a significance and an influence far beyond the scientific community. The Principal Investigator has discussed the work with top leaders who have, each in their own way, indicated strong interest in both the process and the outcome. It is a fine line -- but one extremely important to maintain -- that the scientific independence of the study and its scientific integrity be preserved at the same time these political channels of communication are kept open.

As the conflict between the Israelis and Palestinians has intensified the balancing act becomes more difficult. Its continued success is due both to the norms of the scientific method and the remarkable commitments of the Project Directors in the field. For me, the symbol of this is a recent incident in which one of the Project Directors had the windows of his car stoned and shattered on the way to a meeting with his counterparts in the project. He continued to the meeting.

How this study is integrated into each society is not merely a question of the political leadership. There is a ripple effect being felt through the intellectual elite. In Egypt, for example, certain intellectuals are deeply opposed to it, precisely because they feel it is not a fact of isolated social science. Rather, they see it as the first significant event of normalization within the intellectual community. It is fair to say that the controversy around this study has contributed to its significance in Egypt and that its adversaries as well as its advocates are eagerly awaiting its results and are anxious for access to the primary data. In Israel,

many intellectuals have been drawn into the process of the study -- as experts, as curious onlookers, and as people who are involved in both analysis of the data and the assessment of its significance.

We know that in all societies the mass media have requested interviews and stories about the study. We have agreed not to do that until the first report is written. We are certain, however, that this interest will remain great.

The study subjects, too, feel part of a cooperative project. All know that the work is going on in the three societies and their feelings about the importance of giving responses of high quality are enhanced. Many address remarks to an imagined audience in the other societies. An Israeli group interview exemplifies this sense of participation. Subjects agreed to spend 1½ hours and stayed for more than 3½; the videotape operator from Hebrew University cancelled all other appointments to enable the interview to continue. The next day one of the participants came to thank the Project Director for a unique opportunity (just as he was about to apologize for taking so much time from a busy professional). She answered that all her life she thought she had discussed the Arab-Israeli problem: in her home, at the university, at her work. But for her, this discussion stood out in teaching her about the complexity of her own feelings and views and those of other Israelis. It went beyond any discussion in her experience.

The process of conflict resolution requires the creation of networks of people in each society who make positive relationships the central part of their life activity. Out of this project have come such nodes of institutionalized peace commitment. In Israel, the Tel

Yviv University peace project is almost in a state of collapse. Only this project maintains its operations. In Egypt, the Shalaan-Hefny group has now attracted other intellectuals curious about cooperation and gingerly approaching it. We have already seen the fruits of this network:

Dr. Shalaan considers building a peace institute in Egypt. Dr. Bahrawi proposes joint research in Israeli and Egyptian literature with Israeli scholars. Dr. Al-Mashat helped to concretize an Interns for Peace proposal for teenage exchange as a result of contacts created in this project. Dr. Yaar begins to create an institution in Israel for doing ongoing cooperative research. Dr. Kannana organizes a group from several universities on the West Bank to engage in common social science training with Israelis, Egyptians and Jordanians under the aegis of Dr. Azar, contacts made in the study.

The controversial and much-criticized act of cooperating while conflict still rages can proceed only through a strong network of trusted individuals. The very intensive interaction required by this study has forged such bonds and moreover strengthened the links within these groups of people willing to take the risk. There should be no mistake. There are elements who wish to prevent this project from proceeding precisely because of its cooperative impact. And these elements in Egypt, Israel and the West Bank are determined to succeed. Our best defense will be the quality of what has been accomplished as a scientific endeavor. It is in this paradoxical way that scientific excellence and political value are mutually reinforcing.

Brief Report of Progress

In the face of the great tensions of March and April 1982, the social scientists of the Images in Conflict project are proceeding to implement the data-gathering phase of the study. In Egypt, the sample already represents the most substantial systematic study of Egyptian views and images of the conflict

ever conducted. The Israeli samples have evoked intense interest among the most experienced pollsters and political analysts in the country. The Palestinian data could well provide the first reliable report on the policy preferences and images of the most controversial population in the Middle East today.

At the inception of the study we did not anticipate so strong a level of involvement on the part of each of these regional teams. The reticence of the Egyptians and Palestinians arose out of the environment of scepticism and criticism for participation in an American sponsored and financed project, which involved Israelis in direct cooperation. We set our goals modestly, not wishing to be among those in regional peace and cooperation who promise more than can reasonably be delivered.

We estimated the difficulties of Egyptian implementation of the study on the basis of discussion in the field to permit not more than a total of 300 interviews. This was already a larger sample than in any comparable Egyptian study. We set the goal for Israel at a similar level. Most of all, we recognized the enormous difficulties of any study involving Palestinians. We know that the American sponsorship would create distrust and suspicion; that the Egyptian-Israeli element would create doubts about whether this project was part of Camp David, even when no such intention was implied. We anticipated problems from within the West Bank, from Israeli authorities, and from outside. Thus we estimated the Palestinian sample at half the size of the others.

When the teams met for two weeks in August and September in New York, the participants began to involve themselves more deeply in the study. They became determined to do an unassailable first-rate study that would silence its critics by its excellence and compensate the project directors for the heavy toll of involvement. To accomplish this end, they urged changes in the quantity of data to be collected and more improvements in the study design.

The re-design process was an instructive lesson in the conduct of cooperative projects: each group wished to include the method in which it was most expert. A multi-method study of unusual complexity and excellence was the result.

It has always been the case that this study had a purpose beyond the production of social science: the design and conduct of a cooperative endeavor. I believed that this second purpose would enhance the first, because scientists from the different societies would contribute the best insights and methods of their groups. The scientific results would become meaningful to all parties and credible to any audience. When the teams met, the hoped-for enrichment actually began to happen. The scientists on the teams began to see themselves not as data-gatherers for my project but as collaborators on an emergent joint one. As Principal Investigator I might have insisted that we adhere to the specifications of the original proposal. However, in my view, preventing the teams from contributing their excellent ideas would have undermined both of the study's purposes. It would have resulted in social research of less scientific merit and would have reduced the project's value as a cooperative effort.

The process by which this cooperative orientation was achieved is interesting in itself. The two-week design seminars held in August and September and again in January were intense, profound, and difficult because the teams knew that the study was in their hands as well as in mine. At a moment of extreme tension, Ibrahim Bahrawi suggested that I should have told everyone what to do and let them take it or leave it - a course which might have produced a

more elegant - certainly an easier research project. It would, however, have been almost worthless as an effort in cooperation.

Naturally, allowing this process to take place had budgetary implications, and for this I take full responsibility. The sample size was increased and the interview lengthened to reflect each team's concerns. By approving these modifications the costs of this study were increased in proportion to the increase in the amount of data gathered. In compensation, the project has become one in which all teams feel proud to be participating. It will be both a landmark study and an event in regional cooperation.

Specific Improvements in Design, Methods, and Procedures

The early budget, based on consultations in the field, could not anticipate the changes which would result when the various project directors began to commit themselves to the study and work collaboratively together. Specifically, the interview instruments and sample design originally proposed were smaller and less complex than those finally agreed upon; so project costs of translation, transcription and data analysis became serious underestimates.

Perhaps the most important underestimate in the original budget was the fact that it did not include the costs of a complete Palestinian team. To our advantage, the Palestinians are now fully involved. Indeed the team's sampling of Israeli Arabs and Palestinians on the West Bank and Gaza alone accounts for a 25% increase in the study's size. In part, these increased costs were compensated for in the operating budget, but only at the expense of data management allotments.

Lastly, the teams feel the necessity for more intensive interaction during data analysis and write-up than anyone had hoped for. Indeed, the desire to work together at these times is one of the study's major achievements. It will ensure that all teams have equal access to data analysis and help guarantee that the product is not only joint, but in significant ways cooperative and even consensual.

Sampling. Most critical to the project are two sampling principles: (1) that the best possible representation of the population in question be drawn (guaranteeing the accuracy with which study data reflects the group's opinion) and (2) that the samples be directly comparable across national groups. These two principles were enormously complicated to apply at the same time and deep arguments developed about sampling. Over time, we reached an agreement to draw quota samples in all three societies, and additional random samples for Palestinians and Israelis. As a result, we have highly credible studies in each society. The enormous benefit of these increased sample sizes is an assurance that the results will be seen as strongly representative, even if never definitive. The alternative (that is, retaining the originally small number of interviews) would have raised doubts about the study's scientific validity in the societies - and even within the project itself.

Interview methods. The interview now consists of a structured questionnaire and a story-narrative segment administered to individuals and to groups of individuals. It lasts about 2 hours. The diversity

of approaches represents differing scientific assessments of the best way to plumb sensitive socio-political and psycho-political attitudes. Our study is staffed by social psychologists, political scientists, sociologists, social anthropologists, and psychiatrists; it will be read by intellectuals from those and other groups. It was very important for the process of cooperation and for the power and the impact of the results that these different views be represented in the kind of data gathered. In the last analysis, this multi-method approach enriches the study enormously and provides a point of entry for many disciplines and intellectual perspectives. Were this only a study, this complexity might be deemed the luxury of an interdisciplinary approach; since it is a regional cooperation project as well, the diversity of methods is and was a necessity. Not only does it satisfy the different points of expertise in the teams; it also assures the credibility of the study in each of the three societies (not to speak of the United States).

Budgetary implications. Most of the supplementary budget (\$147,132) represents the essentials of data preparation - coding, keypunching, translation and word-processing. (Word-processing is the most efficient and economical approach handling textual data such as the story narratives.) There is a small addition for data analysis itself - though most computer time will be donated. These costs are identical to those in the budget submitted in the first week of February, round which the discussion at the site visit centered. The numbers reflect the sample sizes discussed during the site visit and no other sample changes. (In the February supplementary budget request we included equipment requests, which we have now eliminated

in the hope that they can be borrowed locally by the teams.) These estimates are very carefully drawn and represent no exaggeration whatsoever.

The details of the write-up period were not discussed as carefully during the site visit. Though the intention to work together for several months was mentioned in February, the budgetary implications were not spelled out. Since that time we have decided to reduce the duration of the write-up period from six months to four and to increase slightly the number of participants - emphasizing the size of the network of cooperation. The figure given in the budget are the bare minimum costs to maintain foreign visitors in New York.

The research assistants mentioned in the budget include one Israeli student, one Egyptian student, one Palestinian student and one American student to work with the teams on analysis and stay on in the write-up period. In the process they will themselves become trained in this kind of cooperative research, enlarging our network to include the younger generation of scholars in these societies. (Because of their participation in both analysis and write-up their presence is necessary whether or not a lengthy write-up period is achieved.)

Our project directors have in the last two months requested permission from their universities to come to New York for several months to do this work, a tremendous opportunity for cooperation and deepening of inter-group communication. Indeed, to me it is the essence of success of a project such as this that after all the

struggle involved, the participants still wish to work together with this intensity.

Indirect costs. The level of indirect costs is set at exactly the rate of the original proposal as negotiated in July and August 1981.

Conclusion

Increasing the budget in a program of this kind is obviously difficult. Yet it would be tragic were we unable to process the data from this study in the appropriate scientific manner. Tragic because the successful cooperative efforts achieved thus far would come to nothing; and tragic because the study data are timely and in failing to make them available now the historical moment will pass.

The example of one successful and meaningful project of cooperation will inspire - indeed has inspired - others to come forward. Evidence of success should also increase funding possibilities. (For example, we have already received a \$25,000 grant from the Ford Foundation for training of the teams in the field and have raised approximately \$35,000 from private sources to cover conference expenses during the project's first year.) It is critical to regional cooperation that there be a major visible success - especially one involving these three groups and focussing on the most difficult area of that relationship - conflict resolution itself.

BUDGET TO BE SUBMITTED TO AGENCY FOR INTERNATIONAL DEVELOPMENT
 for Data Preparation and Analysis Phase of "Images in Conflict" project
 4/5/82

I. Data Preparation

A. Questionnaire

1. Closed ended questions
 - Six keypunch cards X \$.50 X 2300 questionnaires \$ 6,900
2. Open ended questions
 - a. Arabic translation: 1024 questionnaires X 1 hour see below
 - b. Hebrew translation: 512 questionnaires X 1 hour see below
 - c. Coding -- 2300 questionnaires X 1 hour X \$7 16,100
 - d. Two keypunch cards X \$.50 X 2300 2,300

B. Photo Interviews

1. Transcription of taped interviews
 - a. Arabic - West Bank: (6 months X \$1,000/month X 2) 12,000
 - b. Hebrew - Israel: (1/2 year X \$1,000/month X 2) 12,000
 - c. Arabic - Egypt: 10 E pounds X 512 (1 E = \$1) 5,120
2. Translation of transcribed photo interviews
 - a. Arabic translation: 1024 interviews X 3 hours see below
 - b. Hebrew translation: 512 interviews X 3 hours see below

3. Word processing after translation

2,300 interviews X 1 hour X \$6 13,800

C. Group Interviews

1. Transcription - already budgeted

2. Translation

- a. Hebrew: 16 interviews X 4 hours see below
- b. Arabic: 48 interviews X 4 hours see below

3. Word processing: 80 interviews (Hebrew + Arabic) X 2 hrs. X \$6 960

Subtotal 69,180

Data Preparation and Analysis Budget - Images in Conflict
page 2

Data Preparation (continued)

subtotal from p.1 \$ 69,180

D. Translation

Total of A.2. - 1536 hours
Total of B.2. - 4608 hours
Total of C.2. - 216 hours
6360 hours = 182 weeks

9 Translators X 5 months X \$20,000/year
(3 Hebrew and 6 Arabic) \$ 75,000

E. Word processors - Fringe

B.3. + C.3. = \$14,760 X 20% fringe 2,952

TOTAL DATA PREPARATION

147,132

147,132

II. Data Analysis

A. Full-time programmer for 6 months (\$25,000/year) 12,500
B. 20% fringe on above 2,500

C. Computer Data Analysis
(\$20,000 - \$8,500 already in Maryland subcontract) 11,500

D. Consultants 2,500

TOTAL DATA ANALYSIS

29,000

29,000

4/5/82

76

subtotal from page 2 176,1

III. Write Up Period

A. Housing allowance for 4 months X 10 principals	\$40,000	
B. Round trip for 9 Middle East participants 9 X \$1,000	9,000	
C. Host expenses for 4 months: 4 X \$750/month	3,000	
D. Secretary (2) to principals (\$10,500/year X 1/3 year X 2)	7,000	
E. Fringe on above (D)--20%	1,400	
F. Research Assistants - 4 X \$6,000	24,000	
G. Fringe on above (F) -- 20%	<u>4,800</u>	
TOTAL WRITE UP PERIOD	89,200	<u>89,200</u>
TOTAL DIRECT COSTS		\$ 265,332
INDIRECT COSTS - 13.07%		<u>34,668</u>
TOTAL COSTS OF DATA PREPARATION/ANALYSIS/WRITE UP		\$300,000

4/5/82

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May 6, 1982

REQUEST FOR SUPPLEMENTAL FUNDS FOR DATA MANAGEMENT

Coding and Key punching	\$25,300
Translation	75,000
Transcription	29,120
Word Processing	17,712
Data Analysis	29,000
Write Up Period	89,200
	<u>265,332</u>
13.07% indirect costs	34,668
	<u>300,000</u>
TOTAL	300,000

The request for \$300,000 more to cover expenses on the Images in Conflict project represents a 39% increase over the costs of the project estimated in July, 1981 -- \$770,000 -- and approved by A.I.D.

It must be noted at this point that for a 39% increase in costs we will get a 500%* increase in data collected and analyzed under a research design far superior to the original.

The reasons for the 39% increase in estimated costs of the project are outlined below (in percentages):

Increased participation of Palestinians	35%
Underestimation of transcription and translation and coding costs	25%
Increased sample size (Egypt - Israel)	20%
Group interviews	5%
Budget underestimation in Phase I of the project, e.g. sample pre-test, conference costs, xerox & communication	15%

* See Appendix A.

ED

In the following pages the reader must keep in mind that the research design went through several stages of development and will be referred to as: (1) Original design of 7/81

- (2) Design after August/September conference
 - Interim Design
- (3) Design after pre-tests and January conference
 - Final design

There are three basic differences between the original design and the final design.

1. The sample size for individual and photo interviews has grown from 750 to 3,500. The Palestinian team itself decided to increase their sample from 150 to 1,200.

2. The estimated time for the individual interviews has expanded slightly, from between one and two hours to between two and three hours.

3. Group interviews (32 in each area) were not included in the original design. They now comprise 288 hours total of unusually intense discussion about the conflict that need to be transcribed, translated, entered on the word processor and subsequently analyzed. This particular data has excited all of the esteemed social scientists working on the project as well as many of the interviewees themselves.

* * * * *

In the first budget that was approved by A.I.D. on 7/28/81, the following were the allocations to data management:

	<u>Transcription</u>	<u>Translation</u>	<u>Coding</u>
Year 1: Israeli	15,000*	15,000**	-
Palestinian	6,000	7,000	-
Egyptian	6,000	7,000	-
U.S. Central Team	-	-	10,000
Year 2: Israeli	1,875	1,875	-
Palestinian	5,000	3,000	-
Egyptian	5,000	3,000	-
U.S. Central Team	-	-	10,000
	<u>40,750</u>	<u>35,000</u>	<u>20,000</u>

*Expected to cover interview expenses, transportation and per diem as well

Transcription

In the reorganization of the budget after consulting with the Middle East teams at the August/September conference it was decided that the Central Team would be responsible for translation and related costs of data management. It can be seen from the Independent Contractor Agreements with the Middle East teams that they were still held responsible for transcription costs. Approximately \$7,500 was allocated to each team. Both individual and group interviews were expected to be one to two hours in length. This was before the pre-test using the instruments developed at the August/September conference.

It was subsequently discovered through the pre-tests that group interviews last three hours and take 20 hours to transcribe. With 32 groups being taped in each area the total time needed for transcription is 1,920 hours, or 640 hours each. Thus the \$7,500 allocated to each team for transcription is considered adequate for the transcription of group interviews only. No supplemental funds are being requested for transcription of group interviews. However, funds will be needed for transcription of individual interviews.

Translation

As reported to A.I.D. in the revised budget of 3/2/82, in the reorganization of the budget in August/September \$62,150 was taken from the Middle East teams. It was hoped that most of these monies would be able to go towards translation. However, it became necessary to use these funds for

1. Costs of sample pre-tests and development of computer analysis methods at the University of Maryland (\$36,000 for two years)
2. Costs of transcribing tapes from the conferences, which tapes are considered a primary source of data on the conflict
3. Underestimated costs of telephone, duplication and mail

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The result has been that the project is left with a bare minimum of funds (\$5,000 total) for translation of an expanded sample of individual questionnaires and photo interviews and for translation of the group interviews.

Word Processing

Since group interviews were not part of the original design, we did not budget for them in July, 1981 data management.

Word processing of the individual photo interviews was not budgeted for in the original design and will take one hour per interview.

We are able to get word processors for \$6 per hour, as outlined in the supplemental budget already submitted, because half of the salaries will be contributed by the University.

Coding & Key punching

In preparing the individual questionnaires for data analysis they have to be coded and the codes then entered on the computer.

1. Coding for the closed ended questions is relatively simple. Each interviewer in the Middle East was required to enter the codes for the closed ended questions on the side of each questionnaire to make it easier for the keypuncher in the United States to enter those codes on the computer. Key punching closed ended questions is estimated at \$6,900 (\$.50 per key punch card).

2. Coding for the open ended questions is a lengthier process since the coder has to determine in what category the answers fall. The coding of the open ended questions will be done in the United States, and is estimated to take one hour per questionnaire. Here again, we are able to get coders at \$7 per hour since part of the salaries are covered by the University. Total - \$16,100.

After the open ended questions have been coded they then have to be keypunched onto the computer -- two keypunch cards per questionnaire at \$.50 per card. Total - \$2,300.

No fringe has been added to the salaries of any of the coders and keypunchers in the supplemental budget. It is assumed that this will be covered by the University.

In the budget of the original design \$20,000 was allocated for coding for the U.S. central team. It was necessary to reallocate most of these funds to cover consultant fees for Azar, Rouhana, and Al-Mashat, fringe on research assistants and coders that was not built into the original budget and salaries of translators necessary to the pre-tests. A line of \$3,000 was kept for coding in Year 1 of the project.

Data Analysis

As previously stated, it became obvious after the August/September conference that an independent contractor agreement would have to be signed with the institution responsible for the computer programming and data analysis factors of the project -- in this case, the University of Maryland. The \$36,000 contract covers the development of a codebook for the questionnaire and the frame for data management for the entire study. Also included herein are the costs of part of the analysis of the data, computer programming and computer time. Most of the latter has been donated by the University of Maryland and CUNY Graduate Center but some funds must be used to pay for copying computer tapes and analysis.

The request for a supplement of \$29,000 is needed to cover the salary plus fringe of a full-time programmer, to supplement the \$8,500

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already in the Maryland subcontract for computer data analysis, and to pay consultant fees for experts in the field.

Write-Up Period

In the original budget of 7/81, \$10,000 was allocated towards fall 1982 data analysis in New York and \$15,000 towards a late summer 1983 two-week analysis meeting. This total of \$25,000 had to be rebudgeted for underestimated costs of the conferences in August/September and January that were longer and more intense than anticipated, and for emergency travel of the Principal Investigator to the Middle East.

All the project directors will be meeting in New York, beginning August 1, 1982 for a total of 4 months. The reasons for meeting in New York are: (1) the need for a neutral point of work; (2) the need for computer facilities and a support infrastructure of administrative and research staff.

We are also asking for funds to cover secretarial assistance for the principals, who will be drafting parts of the report and publication of the study. The Institute for Middle East Peace and Development does not have sufficient support staff to cover their needs fully.

Four research assistants will be needed to work with the principals on data analysis and related reports and to carry on the research to the next generation of regional social scientists.

Indirect Costs

Indirect costs requested are the same as in the original budget of 7/81.

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APPENDIX I

Increase in Scope of Work

Images in Conflict

ORIGINAL DESIGN:

PRESENT DESIGN

Individual Interviews:

Israeli 300
Egyptian 300
Palestinian 150

Israeli 600 quota sample
1200 random sample
Egyptian 600 quota sample
Palestinian 600 quota*
600 random*

* Includes Israeli Arabs and
West Bank and Gaza
Palestinians

Group Interviews

None

32 in each area = 96 total

Total Length of Interview

1 - 2 hours per respondent

Individual interview = 2-3 hours
Group interview = 3 hours

Amount of Material for Transcription
Translation, Coding and Analysis

750 X 2 hours = 1,500 hours TOTAL

Individual = 3,600 X 2 = 7,200 hour
Group = 96 X 3
288 hour

7,488 TOTAL

Ms Paula Carlen

AID 135C-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1 Cooperating Country Regional	Page 1 of 9 Pages
		2. PIOT No 298-3-0168-6217514	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4 Project Activity No and Title Joint Arab-Israeli Study of Percept. of the Middle-East Conflict 298-0168	
		PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	

DISTRIBUTION	5 Appropriation Symbol 72-1111037		6 Allotment Symbol and Charge 137-62-298-00-67-11		
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document			8. Project Assistance Completion Date (Mo. Day, Yr) 12/31/83	
	9. Authorized Agent AID/W		10 This PIOT is in full conformance with PRO/AG Date _____		
	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (MS 14) <input type="checkbox"/> PASA, RSSA (MS 12) <input checked="" type="checkbox"/> AID Grant (MS 13) <input type="checkbox"/> Other			11b Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment)	
	12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. <u>2</u>)				

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					770,000
	B. U.S. Owned Local Currency				

13. Mission References	14a. Instructions to Authorized Agent SER/CM/NE is requested to negotiate a Specific Support Grant with: The Graduate School and University Center of the City University of New York 33 West 42 Street New York, NY 10036 Contact: Ms Paula Carlen, Director of Sponsored Research telephone: 212 - 790-4234
	14b. Address of Voucher Paying Office AID/W

FUNDS RESERVED BY
Paula Carlen
7/14/81
SER/TE/CSD

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 NE/TECH/SARD Gerald David Miller <i>GDM</i>	Phone No. Date	B. The statement of work lies within the purview of the initiating and approved agency programs Date
C. NE/TECH/SARD Peter Benedict <i>PB</i>	Date 7/6/81	D. Funds for the services requested are available
E. NE/TECH T. Patterson <i>TP</i>	Date 7/9/81	NE/DE/PR Alice McMillan <i>AM</i>

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

Signature _____ Date _____ Title _____

17. For the Agency for International Development

Signature *L. P. Reade* Date 7/9/81
Title Lewis P. Reade, Director, NE/TE

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20522

August 1, 1981

The Graduate School and University Center of
City University of New York (CUNY)
33 West 42 Street
New York, New York 10036
Attn: Ms. Paul Carien, Director of
Sponsored Research

Subject: Grant No. NEB-0168-G-SS-1059-00

Dear Ms. Carien:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to*the Graduate School and University Center of the City University of New York, (hereinafter referred to as "CUNY" or "Grantee"), the sum of \$770,000 to provide partial support to CUNY for a joint Arab-Israeli study of perceptions of the Middle East Conflict, as more fully described in the attachment hereto entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period August 1, 1981 through July 31, 1983.

This Grant is made to CUNY on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1 entitled "Program Description", Attachment 2 entitled "Standard Provisions", and Attachment 2 (Supplement) which have been agreed to by your organization.

Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

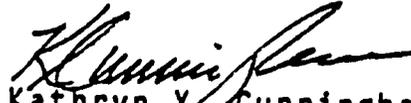
*The Research Foundation of the City University of New York on behalf of

RECEIVED ON PAGE 2

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Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant.

Sincerely yours,



Kathryn Y. Cunningham
Grant Officer
Regional Operations Division-NE
Office of Contract Management

The Research Foundation of the City University of New York on behalf of the Graduate School and University Center of the City
ACCEPTED: University of New York.

Wf
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By: Maurice B. Michelson

Maurice B. Michelson
Title: Acting Executive Director

Date: 8/5/81

Attachments:

- 1. Program Description
- 2. Standard Provisions

Fiscal Data

Appropriation No.	: 72-1111037
Allotment No.	: 137-62-298-00-67-11
PIO/T No.	: 298-0168-6217514
Project No.	: 298-0168
Total Grant Amount	: \$770,000.00

c/c 490
FUNDS AVAILABLE

AUG 14 1981
William
Program Acctg Division
OFFICE OF FINANCIAL MANAGEMENT

PROGRAM DESCRIPTION

A. Purpose of Grant

The purpose of this Grant is to provide support for a joint Arab-Israeli study of perceptions of the Middle East Conflict.

Background.

Section 523(b) of the Foreign Assistance Act (FAA) of 1961 states that "not less than \$5,000,000 shall be available only to fund regional programs which stress development of scientific and technical cooperation once normalization of relations between Israel and Arab nations occurs."

This activity began in the Fall of 1978 and has grown from a small study of images and perceptions of Israelis and Palestinians living in the United States, conducted only by American researchers, to a large study Egyptian, Israeli, West Bank and Gaza Palestinians living in the Middle East and conducted by an international group of Egyptian, Israeli, Palestinian and American social scientists. The protracted conflict between Arabs and Israelis has been a serious impediment to state and regional development. The habits of conflict have affected the fabric of the societies of the Middle East and have precluded the possibility of any regional solution to development problems.

B. Specific Objectives

The specific objectives of this Grant are as follows:

1. Address the relationship between peace and development.
2. Maximize the opportunities to increase and satisfy curiosity of each side about the other.
3. To enhance the opportunities for interaction, and to require thinking at the regional level.

Each team will have to understand aspects of the other societies to participate in designing the material, choosing samples, analyzing the data and comparing it to their own.

C. Implementation

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

1. Coordinating a team of Israeli, Palestinian and Egyptian social scientists who are jointly designing and carrying out an applied research activity based on the principles of conflict resolution theory, using a data base of at least 500 Egyptian, Israeli and Palestinian community leaders.
2. Conducting at least 6 seminars or conferences in which Israelis and Arab social scientists will examine the data and explore opportunities for its use in furthering the peace process.
3. Carrying out a public information campaign using the data to familiarize the public on both sides of the conflict with the results and analyses of the data.

D. Evaluation

1. The central purposes of the evaluation are:
 - (a) To examine the relative contribution made to the development efforts of the participating countries.
 - (b) To identify new forms of Arab/Arab or Arab/Israeli interaction that results from this research, interaction taking place both officially and unofficially by academics, opinion leaders and public officials.
 - (c) To make note of the ways in which the data and conclusions of the study are disseminated amongst opinion leaders and the population in general in the region.
 - (d) To identify and categorize the various uses to which the data is applied.
2. The A.I.D. backstop officer will review all reports and attend at least two conferences (one which should be in FY 82 and one in FY 83) which are held for purposes of analyzing the data. Based upon information gathered from reports and conferences the backstop officer will file both a short interim and a full final evaluation report.

E. Reports

The Grantee shall be responsible for the preparation and distribution of the following items:

1. A bi-monthly newsletter available upon request to be demonstrated to all participating individuals, regional institutions and A.I.D. covering progress of the study.
2. A semi-annual report, three copies, giving a financial account of the disbursement of A.I.D. funds, review of the four evaluation issues cited above, and a detailed list of the participants in the study.
3. The report shall include the Grantee's findings, accomplishments, and recommendations.
4. One copy of each report shall be submitted to the Grant Officer, and one copy to NE/TECH/SARD, Agency for International Development, Washington, D.C. 20523.

F. Estimated Budget

The attached budget shows the percentage or level of A.I.D. support for the entire 2 year effort. There will be a requirement for some local costs to be incurred in Egypt. Accordingly it will be necessary to purchase some Egyptian pounds with dollars.

In addition, certain costs will be covered by participating governmental and private institutions. Minimally on the Israeli side of the project, the salary of one full-time secretary, office space and office supplies and equipment will be furnished by the Tel Aviv University and the Henrietta Szold Institute. On the Egyptian side, office space and 50% of the office supplies and equipment will be furnished by Egyptian institutions. Office space on the West Bank will also be provided locally. CUNY will maintain office space for this project in its Graduate Center.

TOTAL OBLIGATED AMOUNT
FROM 8/1/81 to 7/31/83

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

- | | |
|-------------|------------|
| 1. Salaries | \$ 486,850 |
|-------------|------------|

2. Fringe Benefits 27% Release Time-20% all other	20,677
3. Travel	42,100
4. Per Diem	67,150
5. Indirect Costs - 13.105%	89,213
6. Equipment/Materials <i>as of</i>	26,100
7. Misc., Supplies & Materials	<u>37,910</u>
	\$770,000

The Grantee may not exceed the total amount of the Budget. Within the total amount, the Grantee may adjust individual line items as reasonably necessary to accomplish the Grant project.

G. Project Support

1. CUNY has overall and day-to-day responsibility for project planning, administration (including finances), implementation and evaluation. CUNY will be expected to operate in the field with no or little administrative or logistic support from the A.I.D. Mission or the Embassy.
2. It is recognized that the total funds required for this project will be \$1,256,577. Total contributions include:

CUNY	\$ 300,077
A.I.D.	770,000
Other	<u>186,500</u>
GRAND TOTAL:	\$1,256,577

H. Alterations in the Standard Provisions

1. The Standard Provisions of the September 1977 Edition and Attachment 2 supplement dated August 1978 attached hereto and made a part hereof have been changed as follows:
 - a. Delete Standard Provisions 5B, 7B, 7C, 12B, and 12C as not applicable.
2. Special Provisions
 - a. Close Out

The following provision entitled "Close Out" is made a part hereof:

- (a) Upon completion of this Grant the Grantee shall:

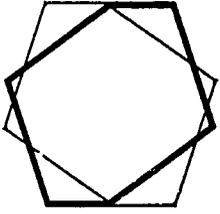
- (1) Immediately refund any balance of unobligated (unencumbered) funds, that have been advanced or paid by A.I.D., that are not authorized by agreement with A.I.D. to be retained by the Grantee, in accordance with Standard Provision 3.
 - (2) Submit, within 90 calendar days after the completion of the Grant Period, all financial, performance, and other reports required as a condition of this grant. (An extension to the 90 day limit may be authorized by the Grant Officer).
 - (3) Account for any property supplied by A.I.D. or acquired with Federal funds in accordance with Standard Provision 12.
- (b) In the event a final audit has not been performed prior to the close-out of this grant, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit, in accordance with Standard Provision 2.

3. Advance Understanding on Reimbursement of Indirect Costs

The parties hereto agree to the following advance understanding on the reimbursement of indirect costs.

For each of the Grantee's accounting periods during the term of this grant, including subsequent extensions thereto, the parties agree as follows.

- a. For final negotiated rates up to 13.105 percent for on-campus and off-campus, base. Modified total direct cost, consisting of salaries and wages, fringe benefits, materials and supplies, services, travel and subgrants up to \$25,000 each.
- b. For final negotiated rates in excess of 13.105 percent for on-campus and off-campus, base as shown in a above, the Grantee shall absorb the excess.



The Graduate School and University Center
of The City University of New York

Institute for Middle East Peace and Development
Graduate Center 33 West 42 Street, New York, N Y 10036
212 790-4423

WK

Mr. Bill Knight
c/o Gerald Miller
U.S.A.I.D.-State Department--Room 6678 NS
Near East/Tech/SARD
Washington, D.C. 20523

Dear Mr. Knight:

Enclosed is the data management budget for "Images in Conflict"
broken down into the categories you requested. I trust this
will do.

If you need anything else, do call.

Yours truly,

Dr. Harriet Arnone

cc: Gerald Miller

ha/ld

September 14, 1982

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IMAGES IN CONFLICT
DATA MANAGEMENT BUDGET

1. <u>Salaries</u>		
a. Research Coordinator (6 mos.)	\$15,000	
b. Writer-Editor (6 mos.)	\$15,000	
c. Programmer (6 mos.)	\$15,000	
d. Staff Assistants (p/t @\$6/hr x 3000 hrs)	\$18,000	
e. Secretary/Bookkeeper (f/t)	\$13,000	
f. Word Processors (2 person/years @ \$17,000)	<u>\$34,000</u>	
Total Salaries		\$110,000
2. <u>Fringe Benefits @ 20% S & W</u>		\$22,000
3. <u>Consultants and Nonpayroll Labor</u>		
a. Translation and coding	\$71,300	
b. Data entry (@6/hr.)	\$20,000	
c. Computer and statistical consultation	<u>\$10,000</u>	
Total Consultants		\$101,300
4. <u>Travel</u>		
a. 6 trips NYC - MidEast @\$1,200 airfare = \$7,200		
b. 15 Domestic (NY-MD) @ 100 = \$1,500		
Total Travel		\$8,700
5. <u>Per Diem Expenses</u>		
Housing for Project Directors (6 mos. stay in NYC - Fall 1982)	\$11,000	
Per diem expenses on travel - 6 trips (@ \$60 x 20 days)	<u>\$7,200</u>	
Total Per Diem		\$18,200
6. <u>Indirect Costs @ 13.07%</u>		\$34,668
7. <u>Equipment and Materials</u>		
Computer terminal & Software		\$1,500
8. <u>Miscellaneous, Supplies and Materials</u>		<u>\$3,632</u>
GRAND TOTAL		<u>\$300,000</u>

BUDGET FOR SUPPLEMENTAL FUNDING FOR IMAGES IN CONFLICT GRANT

City University of New York

1. Salaries

Research Coordinator	6 mos.	\$15,000
Writer Editor	6 mos.	15,000
Programmer	6 mos.	15,000
Staff Assistants (part-time)	\$6/hr for 3000 hrs.	18,000
Secretary/Bookkeeper		13,000
Word processors	2 work yrs \$17,000/yr	<u>34,000</u>
	SUBTOTAL	\$110,000

2. Fringe Benefits @ 20%

\$ 22,000

3. Consultants and nonpayroll labor

a) Translation and coding		\$ 71,300
b) Data entry		20,000
c) Computer and statistical consultation		<u>10,000</u>
	SUBTOTAL	\$101,300

4. Travel

6 trips - NY to Middle East @\$1,200		7,200
15 trips - NY to Washington (Univ. of Maryland) @\$100		<u>1,500</u>
	SUBTOTAL	\$ 8,700

5. Per Diem

a) Housing expenses for project directors while in NY City during 6 month write-up period		\$11,000
b) 6 trips to Middle East for 20 days each		<u>7,200</u>
	SUBTOTAL	\$18,200

6. Indirect Costs

13.07% \$34,668

7. Equipment and Materials

Computer terminal and analysis software \$ 1,500

8. Misc. Supplies and Material

\$ 3,632

TOTAL \$300,000

CONTRACT

CONTRACT/GRANT/COOPERATIVE AGREEMENT DATA SHEET

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

SER/CM/SD/SUP Action Office **PDC**

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 7/14/81

Contractor/Grantee Name **Research Foundation of The City University of New York**

PIO/T Number 298-0168-3-6217514	Appropriation Number 72-1111037	Allotment Number 137-62-298-00-67-11	Project Number 298-9168
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Project Title

Joint Arab-Israeli Study of Perceptions of the Middle-East Conflidt

Amount of this PIO/T \$770,000	Project Manager's Name and Office Symbol Gerald David Miller, NE/TECH/SARD -9367	Contractor's D-U-N-S Number
--	--	-----------------------------

Negotiator's Typed Name W Knight	Signature <i>Wm Knight</i>	Date 8-1-81
--	-------------------------------	-----------------------

Contract/Grant Officer's Typed Name K. Cunningham	Signature <i>K. Cunningham</i>	Date 8-13-81
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PART IB

Contract/Grant Number NEB-0168-G-88-1059-00	Type Order	Order Number	Amendment/Modification Number	Date PIO/T Received by CM/SD/SUP or Mission Contract Office 7/14/81
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PART II

Effective Date of Document August 1, 1981	Signature Date of Document 8-1-81	Estimated Completion Date July 31, 1983	Contract/Grant funded through (date) July 31, 1983
Host Country Institution (University contract ONLY)	Campus Coordinator (University contract ONLY)	Amount Obligated/Deobligated/Subobligated by this Action \$ 770,000	Cumulative Obligation thru this Action \$ 770,000

PART III

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

M03 TYPE ACTION

0 Contract/Grant/Cooperative Agreement

- 1 Task Order (BOA)*
- 2 Work Order (IQC)*
- 3 Delivery Order (Requirements)*
- 4 Purchase Order

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

M04 CONTRACT/GRANT TYPE

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

*Complete ONLY through M51

M05 SELECTION PROCEDURES

- A Formally advertised (IFB) (AIDPR 7-2 4 & FPR 1 2 4)
- B Negotiated Price Competition, General Procedure (RFP) (AIDPR 7 4 56)
- C A & E (AIDPR 7 4 10)
- D Fed Inst and/or Int'l Research (AIDPR 7 4 57)
- E Collaborative Assistance (AIDPR 7 4 58)
- I 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

- G Training Service for AID
 - H Equipment Materials, Supplies, Commodities
 - I Translation Service
- M07- TYPE CONTRACTOR/GRANTEE**
- A Firm - All profit making firms (other than A & E)
 - B A & E Firms

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

M08 TYPE AWARD

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

(Continued on Page 2)

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M09 - CONTRACTING 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) EGYPT, ISRAEL, WESTBANK

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 _____
- 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 WITH HHS NO

M58 AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

YES WITH HHS 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) UNSOLICITED

NON COMPETITIVE PROPOSAL

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 Peaured

M67 - NUMBER OF BIDDERS OFFERING ITEM: 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.

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AUG 18 1981

August 1, 1981

The Graduate School and University Center of
City University of New York (CUNY)
33 West 42 Street
New York, New York 10036
Attn: Ms. Paul Carien, Director of
Sponsored Research

ORIGINAL

Subject: Grant No. NEB-0168-G-SS-1059-00

Dear Ms. Carien:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to*the Graduate School and University Center of the City University of New York, (hereinafter referred to as "CUNY" or "Grantee"), the sum of \$770,000 to provide partial support to CUNY for a joint Arab-Israeli study of perceptions of the Middle East Conflict, as more fully described in the attachment hereto entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period August 1, 1981 through July 31, 1983.

This Grant is made to CUNY on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1 entitled "Program Description", Attachment 2 entitled "Standard Provisions", and Attachment 2 (Supplement) which have been agreed to by your organization.

Please sign the Statement of Assurance of Compliance, enclosed herein, and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

*The Research Foundation of the City University of New York on behalf of

mpm
rc

REPRODUCED ON PAGE 2

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Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant.

Sincerely yours,

Kathryn Y. Cunningham
Grant Officer
Regional Operations Division-NE
Office of Contract Management

ACCEPTED: The Research Foundation of the City University of New York on behalf of the Graduate School and University Center of the City University of New York

By: Maurice B. Michelson
Maurice B. Michelson

Title: Acting Executive Director

Date: 8/5/81

Attachments:

1. Program Description
2. Standard Provisions

Fiscal Data

Appropriation No.	: 72-1111037
Allotment No.	: 137-62-298-00-67-11
PIO/T No.	: 298-0168-6217514
Project No.	: 298-0168
Total Grant Amount	: \$770,000.00

OTC 490
FUNDS AVAILABLE

AUG 14 1981

Ballman
Program Acctg Division
OFFICE OF FINANCIAL MANAGEMENT

PROGRAM DESCRIPTION

A. Purpose of Grant

The purpose of this Grant is to provide support for a joint Arab-Israeli study of perceptions of the Middle East Conflict.

Background:

Section 523(b) of the Foreign Assistance Act (FAA) of 1961 states that "not less than \$5,000,000 shall be available only to fund regional programs which stress development of scientific and technical cooperation once normalization of relations between Israel and Arab nations occurs."

This activity began in the Fall of 1978 and has grown from a small study of images and perceptions of Israelis and Palestinians living in the United States, conducted only by American researchers, to a large study Egyptian, Israeli, West Bank and Gaza Palestinians living in the Middle East and conducted by an international group of Egyptian, Israeli, Palestinian and American social scientists. The protracted conflict between Arabs and Israelis has been a serious impediment to state and regional development. The habits of conflict have affected the fabric of the societies of the Middle East and have precluded the possibility of any regional solution to development problems.

B. Specific Objectives

The specific objectives of this Grant are as follows:

1. Address the relationship between peace and development.
2. Maximize the opportunities to increase and satisfy curiosity of each side about the other.
3. To enhance the opportunities for interaction, and to require thinking at the regional level.

Each team will have to understand aspects of the other societies to participate in designing the materials, choosing samples, analyzing the data and comparing it to their own.

C. Implementation

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

1. Coordinating a team of Israeli, Palestinian and Egyptian social scientists who are jointly designing and carrying out an applied research activity based on the principles of conflict resolution theory, using a data base of at least 500 Egyptian, Israeli and Palestinian community leaders.
2. Conducting at least 6 seminars or conferences in which Israelis and Arab social scientists will examine the data and explore opportunities for its use in furthering the peace process.
3. Carrying out a public information campaign using the data to familiarize the public on both sides of the conflict with the results and analyses of the data.

D. Evaluation

1. The central purposes of the evaluation are:
 - (a) To examine the relative contribution made to the development efforts of the participating countries.
 - (b) To identify new forms of Arab/Arab or Arab/Israeli interaction that results from this research, interaction taking place both officially and unofficially by academics, opinion leaders and public officials.
 - (c) To make note of the ways in which the data and conclusions of the study are disseminated amongst opinion leaders and the population in general in the region.
 - (d) To identify and categorize the various uses to which the data is applied.
2. The A.I.D. backstop officer will review all reports and attend at least two conferences (one which should be in FY 82 and one in FY 83) which are held for purposes of analyzing the data. Based upon information gathered from reports and conferences the backstop officer will file both a short interim and a full final evaluation report.

E. Reports

The Grantee shall be responsible for the preparation and distribution of the following items:

1. A bi-monthly newsletter available upon request to be demonstrated to all participating individuals, regional institutions and A.I.D. covering progress of the study.
2. A semi-annual report, three copies, giving a financial account of the disbursement of A.I.D. funds, review of the four evaluation issues cited above, and a detailed list of the participants in the study.
3. The report shall include the Grantee's findings, accomplishments, and recommendations.
4. One copy of each report shall be submitted to the Grant Officer, and one copy to NE/TECH/SARD, Agency for International Development, Washington, D.C. 20523.

F. Estimated Budget

The attached budget shows the percentage or level of A.I.D. support for the entire 2 year effort. There will be a requirement for some local costs to be incurred in Egypt. Accordingly it will be necessary to purchase some Egyptian pounds with dollars.

In addition, certain costs will be covered by participating governmental and private institutions. Minimally on the Israeli side of the project, the salary of one full-time secretary, office space and office supplies and equipment will be furnished by the Tel Aviv University and the Henrietta Szold Institute. On the Egyptian side, office space and 50% of the office supplies and equipment will be furnished by Egyptian institutions. Office space on the West Bank will also be provided locally. CUNY will maintain office space for this project in its Graduate Center.

TOTAL OBLIGATED AMOUNT
FROM 8/1/81 to 7/31/83

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

- | | |
|-------------|------------|
| 1. Salaries | \$ 486,850 |
|-------------|------------|

2. Fringe Benefits 27% Release Time-20% all other	20,677
3. Travel	42,100
4. Per Diem	67,150
5. Indirect Costs - 13.105%	89,213
6. Equipment/Materials <i>as per</i>	26,100
7. Misc., Supplies & Materials	<u>37,910</u>
	\$770,000

The Grantee may not exceed the total amount of the Budget. Within the total amount, the Grantee may adjust individual line items as reasonably necessary to accomplish the Grant project.

G. Project Support

1. CUNY has overall and day-to-day responsibility for project planning, administration (including finances), implementation and evaluation. CUNY will be expected to operate in the field with no or little administrative or logistic support from the A.I.D. Mission or the Embassy.
2. It is recognized that the total funds required for this project will be \$1,256,577. Total contributions include:

CUNY	\$ 300,077
A.I.D.	770,000
Other	<u>186,500</u>
GRAND TOTAL:	\$1,256,577

H. Alterations in the Standard Provisions

1. The Standard Provisions of the September 1977 Edition and Attachment 2 supplement dated August 1978 attached hereto and made a part hereof have been changed as follows:
 - a. Delete Standard Provisions 5B, 7B, 7C, 12B, and 12C as not applicable.
2. Special Provisions
 - a. Close Out

The following provision entitled "Close Out" is made a part hereof:

- (a) Upon completion of this Grant the Grantee shall:

- (1) Immediately refund any balance of unobligated (unencumbered) funds, that have been advanced or paid by A.I.D., that are not authorized by agreement with A.I.D. to be retained by the Grantee, in accordance with Standard Provision 3.
 - (2) Submit, within 90 calendar days after the completion of the Grant Period, all financial, performance, and other reports required as a condition of this grant. (An extension to the 90 day limit may be authorized by the Grant Officer).
 - (3) Account for any property supplied by A.I.D. or acquired with Federal funds in accordance with Standard Provision 12.
- (b) In the event a final audit has not been performed prior to the close-out of this grant, A.I.D. shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit, in accordance with Standard Provision 2.

3. Advance Understanding on Reimbursement of Indirect Costs

The parties hereto agree to the following advance understanding on the reimbursement of indirect costs.

For each of the Grantee's accounting periods during the term of this grant, including subsequent extensions thereto, the parties agree as follows:

a. For final negotiated rates up to 13.105 percent for on-campus and off-campus, base: Modified total direct cost, consisting of salaries and wages, fringe benefits, materials and supplies, services, travel and subgrants up to \$25,000 each.

b. For final negotiated rates in excess of 13.105 percent for on-campus and off-campus, base as shown in a above, the Grantee shall absorb the excess.

U.S. Grantees and U.S. Subgrantees
EDUCATIONAL INSTITUTIONS
INDEX OF
STANDARD PROVISIONS

1	Allowable Costs and Payment (Educational Institutions)	***12C	Title to and Care of Property (Cooperating Country Title)
2	Accounting, Records, and Audit	13	Conversion of United States Dollars to Local Currency
3	Refunds	14	Termination
4	Equal Opportunity in Employment	15	Voluntary Participation
*5A	Negotiated Overhead Rates - Predetermined	16	Prohibition on Abortion-Related Activities
**5B	Negotiated Overhead Rates - Educational Institutions	17	Voluntary Participation Requirements for Sterilization Programs
6	Limitation of Funds	18	Publications
**7A	Payment - Federal Reserve letter of Credit (FRLC) Advance	19.	Patents
**7B	Payment - Periodic Advance	20	Regulations Governing Employees Outside the United States
**7C	Payment - Reimbursement	21.	Subordinate Agreements
8	Travel and Transportation	22	U.S. Officials Not to Benefit
9	Ocean Shipment of Goods	23	Covenant Against Contingent Fees
10	Procurement of Goods and Services Under \$250,000	24.	Nonliability
11	Government Furnished Excess Personal Property	25.	Amendment
**12A	Title to and Use of Property (Grantee Title)	26.	The Grant
**12B	Title to and Care of Property (U.S. Government Title)	27	Notices

* If the institution is not on a predetermined rate basis, omit 5A; otherwise use both provisions

** Select only 1 payment provision from Group 7

*** Select only 1 property provision from Group 12, if title to all property is vest in one entity, however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 12 and identify the categories and entities in Attachment 1 of the Grant

1 ALLOWABLE COSTS AND PAYMENT (EDUCATIONAL INSTITUTIONS)
(This provision is applicable to educational institutions)
The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant Officer to be allowable in accordance with the terms of this Grant and Federal Management Circular No. 73-8, "Cost Principles for Educational Institutions" in effect on the date of this Grant. Payment of allowable costs shall be in accordance with the payment provision of this Grant.

2 ACCOUNTING, RECORDS, AND AUDIT
The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the Grant. The Grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives (a) until the expiration of three years from the date of termination of the program and (b) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of Grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

3 REFUNDS
(a) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, 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 the Grant expires or is terminated, shall revert to AID, except for funds encumbered by the Grantee by a legally binding transaction applicable to this Grant. Any funds disbursed to but not expended by the Grantee at the time of expiration or termination of the Grant shall be refunded to AID.
(c) If, at any time during the life of the Grant, it is determined by AID that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall refund such amounts to AID.

4 EQUAL OPPORTUNITY IN EMPLOYMENT
(This provision is applicable to all grantees and

subgrantees who either perform work in the United States or who recruit personnel in the United States to do work abroad.)

(a) With regard 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.

5A NEGOTIATED OVERHEAD RATES - PREDETERMINED
(This provision is applicable to educational institutions that are on a predetermined overhead rate basis.)
(a) Notwithstanding the provision of this Grant entitled "Allowable Costs and Payment", the allowable indirect costs under this Grant shall be obtained by applying the predetermined overhead rate(s) to the base(s) agreed upon by the parties, as specified in Attachment 1 of this Grant.
(b) The Grantee, as soon as possible but not later than 3 months after the close of its fiscal years during the term of this Grant, shall submit to the AID Grant Officer with copies to the cognizant audit activity, the AID Auditor General, and the AID Overhead and Special Costs Branch, proposed predetermined overhead rate(s) based on the Grantee's actual cost experience during that fiscal year, together with supporting cost data. Negotiation of predetermined overhead rates by the Grantee and the AID Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

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(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the provisions of Federal Management Circular 73-8, "Cost Principles for Educational Institutions", in effect on the date of this Grant

(d) Predetermined rate(s) appropriate for the work under this Grant in effect on the effective date of this Grant shall be incorporated into the Grant. Rates for subsequent periods shall be negotiated and the results set forth in a written overhead rate agreement executed by both parties. Such agreement shall be automatically incorporated into this Grant upon execution and shall specify (1) the agreed predetermined overhead rate(s), (2) the base(s) to which the rate(s) applies, (3) the fiscal year unless the parties agree to a different period for which the rate(s) applies, and (4) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(e) Pending establishment of the predetermined overhead rate(s) for any fiscal year or different period agreed to by the parties, the Grantee shall be reimbursed either at the rate(s) fixed for the previous fiscal year or other period or at a billing rate(s) acceptable to the AID Grant Officer subject to appropriate adjustment when the final rate(s) for the year or other period are established.

(f) Any failure by the parties to agree on any predetermined overhead rate(s) under this provision shall not be considered a dispute within the meaning of the "Disputes" provision of this Grant. If for any fiscal year or other period specified in the Grant the parties fail to agree to a predetermined overhead rate(s), it is agreed that the allowable overhead costs under this Grant shall be obtained by applying the negotiated final overhead rates in accordance with the terms of the "Negotiated Overhead Rates-Educational Institutions" provision of this Grant.

5B NEGOTIATED OVERHEAD RATES - EDUCATIONAL INSTITUTIONS
(This provision is applicable to educational institutions which do not have predetermined rates, however, it shall also be included when the NEGOTIATED OVERHEAD RATES - PREDETERMINED provision is used, under the conditions set forth therein.)

(a) Pursuant to this provision, an overhead rate(s) shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable costs shall be at the rate(s), on the base(s), and for the period(s) shown in Attachment 1 to this Grant.

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

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Federal Management Circular No 73-8, "Cost Principles for Educational Institutions", as in effect on the date of this Grant.

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

(e) Pending establishment of the final overhead rate(s) for any period, the Grantee shall be reimbursed either at the negotiated provisional rate(s) as provided above or at a billing rate(s) acceptable to the Grant Officer

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

6 LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded grants, it becomes inapplicable when the grant is fully funded.)

(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 Attachment 1 (hereinafter referred to as "the Schedule") to this Grant, and the Grantee agrees to perform the work specified in the Schedule and all obligations under this Grant within such estimated cost.

(b) The amount presently available for payment and obligated under the Grant, the items covered thereby, and the period of performance which it is estimated the obligated amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be obligated under this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to perform or have performed work on 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 obligated under the Grant.

(c) If at any time the Grantee has reason to believe that the costs which it expects to incur in the performance of this Grant in the next succeeding 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then obligated under the Grant, the Grantee shall notify the Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Thirty days prior to the end of the period specified in the Schedule, the Grantee will advise the Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not obligated by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the "Termination" provision of this Grant on such a date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligations hereunder for a period extending beyond such date, it shall specify the later date in its request and the 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 obligated under the Grant, and the Grantee shall not be obligated to continue performance under the Grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the Grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant. To the extent the amount obligated 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 Grant Officer shall affect the amount obligated under 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 obligated under the Grant, whether

those excess costs were incurred during the course of the Grant or as a result of termination. When and to the extent that the amount obligated under the Grant has been increased, any costs incurred by the Grantee in excess of the amount previously obligated shall be allowable to the same extent as if such costs had been incurred after such increase in the amount obligated, unless the 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.

(e) Nothing in this provision shall affect the right of the Government to terminate this Grant. In the event this Grant is terminated, the Government and the Grantee shall negotiate an equitable distribution of all property produced or purchased under the Grant based upon the share of cost incurred by each.

7A PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts exceed \$250,000 per annum and AID has, or expects to have a continuing relationship with the Grantee for 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 (Form TUS 5401). The payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$10,000 or more than \$1,000,000. Since the FRLC method enables the recipient organization to obtain funds from the U.S. Treasury concurrently with and as frequently as disbursements are made by the recipient, there need be no time lag between disbursements by the recipient organization and drawdowns from the U.S. Treasury by FRLC. Therefore, there is no necessity for the recipient 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, SER/FM determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, SER/FM shall advise the Grant Officer who may (1) cause the FRLC to be suspended or revoked, or (2) direct the Grantee to withhold submission of payment vouchers until such time as, in the judgment of SER/FM, 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 Grant Officer's request for repayment of excess advance payments, the Grantee shall promptly contact SER/FM to make suitable arrangements for the repayment of such excess funds. Advances made by primary recipient organizations (those which receive payments directly from the Government) to secondary recipients shall conform to the same standards outlined above applicable to advances made by the Government to primary recipient organizations.

(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 the 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 his 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 TUS 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 TUS 5401 to his commercial bank.

(D) Retain the quadruplicate copy of the voucher.

(5) After the first payment voucher (Form TUS 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 Office of Financial Management, 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 the Grant 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 Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or grants 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 grant contract, or similar 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 Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)

(B) Upon written request of the 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 the Grant, and

(C) If the Grantee fails to comply with the Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts, grants or similar 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.

7B PAYMENT--PERIODIC ADVANCE

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts do not exceed \$250,000 per annum or if the advance to the Grantee aggregates more than \$250,000 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

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copies of SF 272, "Federal Cash Transactions 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 the 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 a 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 quarterly period as the SF 1034(s) and the SF 272(s)

(d) Refund of Excess Funds

(1) If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or grants 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 grant, contract, or similar 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 Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days)

(B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (1) 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 the Grant, and

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

7C PAYMENT--REIMBURSEMENT

(This provision is applicable to grants for construction, or to grants which do not provide for either a periodic advance or an FRLC in accordance with AID Handbook 13, paragraph 10.5)

(a) Each month the Grantee shall submit to the AID Controller an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal", each voucher shall be identified by the Grant number and shall state the total amount of costs incurred for which reimbursement is being requested

(b) In addition to the SF 1034, each non-construction grant voucher shall be supported by an original and 2 copies of SF 270, "Request for Advance or Reimbursement", and each construction grant voucher shall be supported by an original and 2 copies of SF 271, "Outlay Report and Request for Reimbursement for Construction Programs"

(c) Each quarterly voucher (or each third monthly voucher) shall also be supported by an original and 2 copies of a 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, however, the SF 269 shall cover the same quarterly period as the SF 1034(s)

8 TRAVEL AND TRANSPORTATION

(This provision is applicable when domestic or international air travel or shipment costs are reimbursable under the Grant)

(a) The Grant Officer hereby approves international air travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant Project Officer in AID prior to sending any individual outside the United

States to perform work under the Grant, the Grantee shall advise the 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 Project Officer) of the arrival date and flight identification of Grant financed travellers

(b) 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 (CTR) 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

(c) 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 his Grant records to support his claim for reimbursement and for post audit

(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 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 traveltime 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 traveltime

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 carrier 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)

(d) Travel allowances shall be reimbursed in accordance with 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 Grant Officer with a copy of such approval

9 OCEAN SHIPMENT OF GOODS

(This provision is applicable when ocean shipment costs are reimbursable under the Grant)

(a) 50% of all international ocean shipments 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

(b) 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 AID Grant Number."

(c) 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)

10 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) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer, all goods (e.g., equipment, vehicles, materials, and supplies) and services, the costs of which are to be reimbursable 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) "Selected Free World" countries (AID Geographic Code 941),
- (3) the cooperating country,
- (4) "Special Free World" countries (AID Geographic Code 935)

(b) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in (a) 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 for 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 the Grant.

(c) Ineligible Goods and Services

Under no circumstances shall the Grantee 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, paragraph 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 for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase.

(d) Restricted Goods

The Grantee shall not 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 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.
- (For a detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4C.)

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

(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.

(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 and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer with 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 AID Handbook 13, Chapter 1, paragraph 1U.)

(f) Small Business

To permit AID, in accordance with the small business provisions 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.

(g) Ineligible Suppliers

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 under this Grant. AID will provide the Grantee with this list.

11 GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

(This provision applies when personal property is furnished under the Grant.)

The policies and procedures of AID Handbook 16, "Excess Property", and the appropriate provisions of 41 CFR 101-43 apply to the government furnished excess personal property under this Grant.

12A TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

(This provision is applicable when the Government vests title in the Grantee only.)

Title to all property financed under this Grant shall vest in the Grantee, subject to the following conditions:

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

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

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

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

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location.

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

12B TITLE TO AND CARE OF PROPERTY (U S GOVERNMENT)

(This provision is applicable when title to property is vested in the U S Government)

(a) Property, title to which vests in the Government under this Grant, whether furnished by the Government or acquired by the Grantee, is subject to this provision and is hereinafter collectively referred to as Government property. Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty

(b) Use of Government Property

Government property shall, unless otherwise provided herein or approved by the Grant Officer, be used only for the performance of this Grant

(c) Control, Maintenance and Repair of Government Property

The Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this Grant. The Grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the Grant Officer may prescribe as reasonably necessary for the protection of the Government property

The Grantee shall submit, for review and written approval of the Grant Officer, a records system for property control and a program for orderly maintenance of Government property; however, if the Grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment H of OMB Circular No A-110 (see paragraph 11 of Chapter 1, AID Handbook 13), the Grantee shall furnish the Grant Officer proof of such approval in lieu of another approval submission

(1) Property Control

The property control system shall include but not be limited to the following

(A) Identification of each item of Government property acquired or furnished under the Grant by a serially controlled identification number and by description of item. Each item must be clearly marked 'Property of U S Government'

(B) The price of each item of property acquired or furnished under the Grant

(C) The location of each item of property acquired or furnished under the Grant

(D) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise

(E) A record of disposition of each item acquired or furnished under the Grant

(F) Date of order and receipt of any item acquired or furnished under the Grant

The official property control records shall be kept in such condition that at any stage of completion of the work under this Grant, the status of property acquired or furnished under this Grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the Grant shall be submitted yearly concurrently with the annual report

(2) Maintenance Program

The Grantee's maintenance program shall be such as to provide for, consistent with sound business practice and the terms of the Grant: (i) disclosure of need for and the performance of preventive maintenance, (ii) disclosure and reporting of need for capital type rehabilitation, and (iii) recording of work accomplished under the program

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences

(B) Records of maintenance - The Grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report

(d) Risk of Loss

(1) The Grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the Grantee shall be responsible for any such loss or damage (including expenses incidental thereto)

(i) which results from willful misconduct or lack of good faith on the part of any of the Grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the Grantee's business, or all or substantially all of the Grantee's operations at any one plant, laboratory, or separate location in which this Grant is being performed,

(ii) which results from a failure on the part of the Grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice the program for maintenance, repair, protection, and preservation of Government property as required by (i) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Grant Officer under (c) above,

(iii) for which the Grantee is otherwise responsible under the express terms of the article or articles designated in Attachment 1 to this Grant.

(iv) which results from a risk expressly required to be insured under some other provision of this Grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater, or

(v) which results from a risk which is in fact covered by insurance or for which the Grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement.

Provided that, if more than one of the above exceptions shall be applicable in any case, the Grantee's liability under any one exception shall not be limited by any other exception

(2) The Grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Grantee to carry such insurance under any other provision of this Grant

(3) Upon the happening of loss or destruction of or damage to the Government property, the Grantee shall notify the Grant Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Grant Officer a statement of

(i) The lost, destroyed, and damaged Government property, (ii) The time and origin of the loss, destruction, or damage,

(iii) All known interests in commingled property of which the Government property is a part, and

(iv) The insurance, if any, covering any part of or interest in such commingled property

The Grantee shall make repairs and renovations of the damaged Government property or take such other action as the Grant Officer directs

(4) In the event the Grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the Grant, or shall otherwise reimburse the Government as directed by the Grant Officer. The Grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Grant Officer, shall, at the Government's

expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignments in favor of the Government) in obtaining recovery

(e) Access

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property

(f) Final Accounting and Disposition of Government Property

Upon completion of this Grant, or at such earlier dates as may be fixed by the Grant Officer, the Grantee shall submit, in a form acceptable to the Grant Officer, inventory schedules covering all items of Government property not consumed in the performance of this Grant or not theretofore delivered to the Government, and shall prepare deliver, or make such other disposal of the Government property as may be directed or authorized by the Grant Officer

(g) Communications

All communications issued pursuant to this provision shall be in writing

12C TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the Cooperating Government may designate)

(a) Except as modified by Attachment 1 of this Grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the Grantee by AID or by the Cooperating Government, shall at all times be in the name of the Cooperating Government or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in

Attachment 1 of this Grant, but all such property shall be under the custody and control of the Grantee until the owner of title directs otherwise or completion of work under this Grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner

(b) The Grantee shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The Grantee shall be guided by the requirements of paragraph 11 of Chapter 1, AID Handbook 13

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

13 CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Grantee's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate

14 TERMINATION

(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 for any reason he/she shall determine that such termination is in the best interest of the Government

(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 the 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

15 VOLUNTARY PARTICIPATION

(This provision is applicable to all grants involving any aspect of family or population assistance activities, and all Title X grants in particular)

(a) The Grantee agrees to take any steps necessary to ensure that funds made available under this Grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program

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

16 PROHIBITION OF ABORTION RELATED ACTIVITIES

(This provision is applicable to all grants involving any aspect of family or population assistance activities, and all Title X grants in particular)

(a) No funds made available under this Grant will be used to finance, support, or be attributed to the following activities: (1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning, (2) special fees or incentives to women to coerce or motivate them to have abortions, (3) payments to persons to perform abortions or to solicit persons to undergo abortions, (4) information, education training, or communication programs that seek to promote abortion as a method of family planning

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

17 VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

(This provision is applicable when any surgical sterilization will be supported in whole or in part from funds under this Grant)

(a) None of the funds made available under this Grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization

(b) The Grantee shall insure that any surgical sterilization procedures supported in whole or in part by funds from

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this Grant are performed only after the individual has voluntarily presented himself or herself at the treatment facility and has given his or her informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after he or she has been advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and his or her option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress or other forms of coercion or misrepresentation.

(c) Further, the Grantee shall document the patient's informed consent by (1) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician, or (2) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

(d) Copies of informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure.

(e) The Grantee shall insert paragraphs (a), (b), (c), (d) and (e) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder involving the performance of any sterilization which will be supported in whole or in part from funds under this Grant.

18 PUBLICATIONS

(This provision is applicable to any grant which produces any book, publication, or other copyrightable materials.)

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

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

(c) In the event 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 the Grant.

(d) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant in accordance with paragraph 17B b of Chapter 1, AID Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose to permit others to do so.

19 PATENTS

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

(a) Grantee agrees to notify the 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 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 17B a of Chapter 1, AID 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.

20 REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

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

(a) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U S Government offices of facilities for support while so engaged.

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

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

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

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

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

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the Grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

21 SUBORDINATE AGREEMENTS

The placement of subordinate agreements (e.g., leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of paragraph 10, Chapter 1 of AID Handbook 13. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this Grant.

22 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.

23 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 amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

24 NONLIABILITY

AID does not assume liability with respect to any third party claims for damages arising out of work supported by this Grant.

25 AMENDMENT

The Grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the Grant Officer and an appropriate official of the Grantee.

26 THE GRANT

The letter to the Grantee signed by the Grant Officer, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant.

27 NOTICES

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

To the AID Grant Officer at the address specified in the Grant.

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

U S Grantees and U S Subgrantees
(BOTH EDUCATIONAL INSTITUTIONS AND OTHER THAN EDUCATIONAL INSTITUTIONS)

28 ALTERATIONS IN STANDARD PROVISIONS

The Standard Provision of the September 1977 Edition have been changed as follows

a Standard Provision 7A PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(1) Delete the applicability statement and substitute the following therefor

(This provision is applicable when the sum of all advances under the Grantee's contracts and grants with AID exceeds \$120,000 per annum and AID has, or expects to have, a continuing relationship with the Grantee for at least a year)

(2) Delete the term "TUS" in paras (a), (d)(4)(A), (d)(4)(C), and (d)(5) and substitute the term "TFS" therefor

(3) Delete the term "SER/FH" wherever it appears in para (c) and substitute the term "the AID Controller" therefor, also delete the term "Office of Financial Management" in para (d)(7) and substitute the term "the AID Controller" therefor

(4) Delete the figures "\$10,000" and "\$1,000,000" in para (a) and substitute the figures "\$5,000" and "\$5,000,000", respectively,

(5) Delete the words "less than" in para (d)(7) and substitute the words "more than" therefor

b Standard Provision 7B PAYMENT-PERIODIC ADVANCE
Delete the applicability statement and substitute the following therefor

(This provision is applicable when (1) the sum of all advances under the Grantee's contracts and grants with AID does not exceed \$120,000 per annum, or (2) when the sum of all such advances does exceed \$120,000 per annum, but there is not a continuing relationship with the Grantee of at least one year)

c Standard Provision 10 PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000
Delete the entire provision and substitute the following therefor

10 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 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, paragraph 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 for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase

(b) Restricted Goods

The Grantee shall not 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 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

(For a detailed discussion of the subject, see AID Handbook 1, Supplement B paragraph 4C)

If AID determines that the Grantee has procured any of the restricted goods specified above under this Grant, without the prior written authorization of the Grant Officer, and has received reimbursement 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 Grant Officer under paragraph 10(b) above, all other goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursable 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) "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 procures goods and services from other than U.S. sources, under the order of preference in 10(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 for 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 the Grant

(e) The Grantee's Procurement System

(1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3 and 4, Attachment O of OMB Circular No A-110

(2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraphs 3 and 4 of Attachment O to OMB Circular No A-110 and have been approved by AID or another Federal department or agency, the Grantee shall furnish the 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 AID Handbook 13, Chapter 1, paragraph 1U)

(f) Small Business

To permit AID, in accordance with the small business provisions 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

(g) Ineligible Suppliers

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 under this Grant AID will provide the Grantee with this list