

CONTRACT/AGREEMENT DATA SHEET	1. M/SER/CM/SD/SS Action Monitor:	2. Date FIO/T Received: / /
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PART ONE: COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement Number: <u>HSH 1306 G-SS-3021-00</u>		5. Organization Symbol:	
4. Contractor/Recipient Name: <u>Seventh-Day World Adventists, Inc.</u>		8. Organization Symbol: <u>FVA/ASHA</u>	
6. Project Title: <u>Mugonero Hospital</u>		8. Organization Symbol: <u>FVA/ASHA</u>	
7. Project Officer's Name: <u>Lee Knutson</u>		8. Organization Symbol: <u>FVA/ASHA</u>	
9. Requisitioning Document ID No: <u>Asha 303</u>	19. Budget Plan Code: <u>N/A</u>	20. Country or Region of Performance: <u>Rwanda</u>	
10. TYPE OF ACTION: A. New Acquisition/Assistance <input checked="" type="checkbox"/> <u>A</u> B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award	21. Total Estimated Cost of the Contractual Document: U.S. \$ <u>575,000</u>	22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <u>N/A</u>	
11. Amount of this P/O/T: U.S. \$ <u>N/A</u>	23. Effective Date of this Action: <u>6/27/83</u>	24. Estimated Completion/Expiration Date: <u>6/30/85</u>	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <u>575,000</u>	25. Contractor DUNS Number:	26. Consultant Type Award:	
13. Cumulative Obligation: U.S. \$ <u>575,000</u>	27. Number of Person-Months: (PASA/RSSA only)	28. Number of Persons: (PASA/RSSA only)	
14. This Action Funded Through: <u>6/30/85</u>	29. Negotiator's Typed Name:		
15. Date Contractual Documents Signed by AID Official: <u>6/27/83</u>	30. Negotiator's Signature: <u>Lee Knutson</u>		
16. Incrementally Funded Contract:	31. Date Signed: <u>7/1/83</u>		
17. Host Country/Counterpart inst.: (Univ. Contracts)	32. Contract/Grant Officer's Organization Symbol: <u>FVA/Asha</u>		
18. Campus Coordinator: (Univ. Contracts)	33. Contract/Grant Officer's Signature: <u>Lee Knutson</u>		
29. Negotiator's Typed Name:	34. Date Signed: <u>7/17/83</u>		

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

35. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <input checked="" type="checkbox"/> <u>A</u> B. Cost Reimbursement (Specify: CR, CPPF, CS, CPAF, CPIF) <input type="checkbox"/> C. IQC & Requirements Contracts <input type="checkbox"/>	37. SUBJECT TO STATUTORY REQUIREMENT: A. Walsh-Healey Act, Manufacturer* <input checked="" type="checkbox"/> <u>N/A</u> 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 <input checked="" type="checkbox"/> <u>B</u> B. Advance Non-FRLC C. Advance FRLC	38. Country of Manufacture: _____

39. CURRENCY INDICATOR:

- A. U.S. Dollar
- B. Local Currency
- C. Combination
- D. Unfunded

A

40. SUBCONTRACTS:

Is There a Provision for a Subcontract? (Contracts only)

N/A

41. TYPE SERVICE:

- A. Training of Participants
- B. Technical Assistance to Host Country (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

D

42. CONTRACT/AGREEMENT SOURCE:

- A. U.S. Contractor/Grantee
- B. Non-U S. Contractor/Grantee
- C. Combination of A & B

A

43. 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
- H. Procurement to be Performed by the Contractor in Person
- I. Sole Source
- J. Impairment of Foreign Policy Objectives
- K. 8(a) Selection
 - Grant/Cooperative Agreement
 - L. Competitive
 - M. Non-Competitive
- N. Small Business Set Aside
- O. Overseas Procuring Activities
- P. Institution Building/Strengthening

G

44. TYPE OF AMERICAN OWNERSHIP:

- Minority
 - A. Asian/Pacific Islander
 - B. Black American
 - C. American Aleuts or Eskimos
 - D. American Indian
 - E. Hispanic
 - F. Other (Specify) _____
- G. Non-Minority

G

45. LABOR SURPLUS AREA PREFERENCE:

- Labor Surplus Area
 - A. No Preference
 - B. Tie Bid Preference
 - C. Total Set Aside
 - D. Not a Labor Surplus Area Preference Award

D

46. Number of Bidders Offering Items or Services of Foreign Content:

N/A

47. TYPE OF BUSINESS:

- A. Source: Non-U.S. and Used Outside U.S. & Possessions
- B. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q)
- C. Firm -- Profit Making
- Non--Profit Organizations
 - D. Private Educational Organizations
 - E. Hospitals
 - F. Research Institutions, Foundations, and Laboratories
 - G. Other
- Private Voluntary Organizations
 - H. U.S. Registered
 - I. U.S. Non-Registered
 - J. Foreign
- State/Local Government
 - K. Educational Institutions
 - L. Hospitals
 - M. Research Organizations
 - N. Other
- O. International Agricultural Research Organizations
- P. Public International Organizations
- Q. U.S. Cooperatives

E

48. Women Owned Business?

N/A

49. TYPE AWARD:

- Small Business
 - A. Not Set Aside
 - B. Partial Set Aside
 - C. Total Set Aside
- D. Personal Service Contract
- E. Individual Non-Personal Service Contract
- F. U.S. Government
- G. University
- H. Other Non-Profit Organizations
- I. Large Businesses

H

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JUL 8 1983

GRANT
BY THE
UNITED STATES OF AMERICA
TO
SEVENTH-DAY ADVENTIST WORLD SERVICE, INC.
FOR
MUGONERO HOSPITAL, RWANDA

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D."), hereby makes a grant of Five Hundred Seventy-Five Thousand Dollars (\$575,000) to the Seventh-Day Adventist World Service, Inc. (hereinafter referred to as "Grantee") to be used solely for the benefit of the Mugonero Hospital located in Kibuye, Rwanda, in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: (1) Procurement of Professional Services, (2) Procurement of Construction Services, (3) Procurement of Commodities, (5b) Disbursement Procedures for Periodic Advances, (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of this grant and ending June 30, 1985.

Agency for International Development

By

David A. Santos
Director, Office of American
Schools and Hospitals Abroad

JUN 27 1983

Date _____

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

Seventh-Day Adventist World Service, Inc.
6840 Eastern Avenue, N.W.
Washington, D. C. 20012

By

Walter C. Smith

Title Assistant Executive Director

HSB-1306-G-SS-3021-00
Grant No. AID/asha 303

Project No. 938-1306-3835020

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

Appropriation No. 72-1131013

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APPENDIX A
SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

1. Under Section 214 of the Foreign Assistance Act of 1961, as amended, assistance is authorized to hospital centers for medical education and research outside the United States, founded or sponsored by United States citizens.

2. Grantee, a non-profit corporation existing under the laws of the District of Columbia, is the non-sectarian overseas development organization of the General Conference of the Seventh-Day Adventists.

3. The General Conference began sponsoring the Mugonero Hospital in 1936. The Mugonero complex, which was started in 1931, includes a 120 bed hospital and 5 satellite clinics, a school of nursing and a department of public health. The hospital, which is located in the poorest area of Rwanda, serves a population of 60,000 and concentrates on primary health care, health education programs, prevention of malnutrition, family planning and maternal and child health care.

4. The present maternity department and dining hall are used to capacity and need to be expanded. Grantee has requested assistance for this purpose and A.I.D. has determined that \$575,000 should be granted.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A.I.D. in writing, the \$575,000 provided by this grant shall be expended only as follows:

Procurement of services and commodities to design, construct, and equip new facilities, including a maternity unit totalling approximately 7,200 square feet and, to the extent that grant funds permit, the construction of a kitchen and dining hall of approximately 5,750 square feet. The cost of commodity related services, such as shipment, insurance, and installation, may be charged to the grant.

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ARTICLE III - OTHER SPECIAL PROVISIONS

1. Contracting

In carrying out the above construction, Grantee may function as its own general contractor and is authorized to procure building materials, subcontractors, skilled and unskilled labor. Grantee agrees to furnish A.I.D. the name and qualifications of the person designated by the Grantee and hospital to supervise and coordinate construction of the project. Services and materials for construction should be selected on a competitive basis whenever possible. A.I.D. must approve the final architectural/engineering plans prior to project implementation. However, subcontracts and individual agreements for services need not be approved by A.I.D. but copies or records of all agreements as well as agreements for purchase of materials shall be maintained pursuant to the "Records" requirements of the General Provisions of the grant.

2. Additional Costs

Grantee agrees that project costs in excess of the amount provided by this grant will be met from sources other than the Government of the United States of America.

3. Prohibition Regarding Foreign Taxes

No funds provided by this grant shall be used to pay any value-added tax or import taxes or duties on commodities or materials imported to Rwanda for this project.

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PROCUREMENT OF PROFESSIONAL SERVICES

A. Definition; Place of Procurement

Professional services refer to architectural-engineering, management and other consultant services. Professional services are to be procured in the United States or in the country in which Grantee's institution is located, except as otherwise specified in Appendix A, Special Provisions.

B. Method of Procurement

1. Selection of Professional Services Firm -

When professional services are to be financed by A.I.D. the following procedures shall apply:

(a) For procurement of services in the United States, Grantee shall obtain proposals from as many firms as practicable. For work estimated to cost over \$50,000, Grantee shall, as part of its effort to obtain proposals, prepare a notice describing the project and services involved for submission to A.I.D. for publication in Commerce Business Daily of the United States Department of Commerce.

(b) For procurement of services in the country in which Grantee is located, Grantee shall obtain expressions of interest and proposals from firms in accordance with local law and practice. Grantee shall negotiate a proposed contract

with the firm Grantee determines to be best qualified, taking into account cost and quality of technical proposal.

2. Qualifications and Contract

Whether or not professional services are to be financed by A.I.D., Grantee shall submit to A.I.D. the names of the firms from whom Grantee obtained proposals and the reasons for selecting the firm chosen. The qualifications of the firm selected shall be submitted to A.I.D. for approval on form AID 1420-5, Architect-Engineer Questionnaire, or form AID 1420-6, Management Consulting Questionnaire, as appropriate.

The proposed contract for professional services is subject to written A.I.D. approval and shall be submitted to A.I.D. for approval of the scope of work, adherence to good contracting practice, and, if financed by A.I.D., reasonableness of price. No Grant funds may be disbursed for professional services prior to written approval of the award and the contract by A.I.D.

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PROCUREMENT OF CONSTRUCTION SERVICES

A. General

Construction services shall be procured competitively, in a manner to ensure award of a contract to that qualified and responsive bidder offering the lowest price. Construction services shall be procured under a fixed or unit price contract except as A.I.D. may otherwise approve in writing.

B. Place of Procurement

Construction services may be procured from a firm in the country in which Grantee's institution is located unless otherwise specified in Appendix A, Special Provisions.

C. Method of Procurement

1. Selection of Firms to Bid

Grantee shall prepare a synopsis describing its project for use in soliciting the interest of construction firms to bid in accordance with local law and practice. Grantee shall obtain qualifying information necessary to determine that interested firms have satisfactory experience on projects of similar kind and size, adequate financial capacity, necessary manpower and equipment, and any specialized qualification. Grantee shall then determine those firms it considers qualified to bid.

2. A.I.D. Approval Prior to Bidding

Prior to issuance of its Invitation for Bids (IFB), Grantee's bid package shall be submitted to A.I.D. for approval. The submission shall include three copies of the following:

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- (a) the notice and instruction to bidders (3 copies)
- (b) the bid form, including the bid-price schedule if bidding is for a unit price contract (3 copies)
- (c) the proposed contract (3 copies)
- (d) the plans, drawings and specifications (1 set)
- (e) other documents and information included in the IFB (3 copies).

3. A. I. D. Approval Prior to Construction

Following the bidding, the Grantee shall submit to A. I. D. three copies of (1) a tabulation and analysis of the bids received, together with the architect's recommendations and the qualifications of the bidder with whom the Grantee proposes contracting, and (2) a contract with the lowest qualified and responsive bidder, which contract shall be made subject to A. I. D. approval of the award and contract. Grantee shall not issue a notice to proceed with construction, nor may grant funds be disbursed for construction, prior to written approval of the award and contract by A. I. D.

D. Marking Requirements

An appropriate sign, readable at a reasonable distance, shall be displayed at the construction site indicating that the facility being constructed is financed by A. I. D. Upon completion of construction, a durable metal plaque shall be affixed to the facility giving due credit to the American people for providing the resources to construct the facility. The form of and wording for the plaque shall be submitted to A. I. D. for approval.

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PROCUREMENT OF COMMODITIES

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

A. Place of Procurement

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

1. Procurement in the United States

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

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

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

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

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

B. U.S. Carriers

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

C. Quotations and Bids

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

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

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

D. Proprietary Procurement

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

E. Notification to A.I.D.

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

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

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

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

G. Marking Requirements

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

H. Procurement Documentation

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

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DISBURSEMENT PROCEDURES

Periodic or Prescheduled Advances

Prescheduled advances are intended for grant financed activities when costs cannot be met by grant recipients on a reimbursement for expenses basis, e.g., construction and major equipment procurement projects.

A. Procedures for Requesting Disbursement

1. Upon request from the Grantee, A.I.D. will make prescheduled advances to meet Grantee's cash disbursement needs for maximum periods of three months. However, Grantee's requests must reflect each month's requirements and funds will be disbursed to the Grantee on a monthly basis only.

2. To obtain such advances, the Grantee shall submit to A.I.D. Standard Form 270, "Request for Advance or Reimbursement" (a sample copy of SF 270 is attached). An original and three copies of a properly completed SF 270 shall be submitted to the Office of Financial Management (OFM/PAD), Agency for International Development, Washington, D. C., 20523. To ensure timely response, request should be received by A.I.D. not later than the 10th working day of the month prior to the month for which an advance disbursement is requested.

3. Any reduction or increase in any month's requirements for which an advance of funds is requested shall be promptly called to A.I.D.'s attention by submission of a revised SF 270 clearly marked "REVISION".

4. In the event that funds disbursed to Grantee for any month exceed Grantee's requirements, funds in excess of requirements for that month shall be promptly refunded to A.I.D.

B. Financial Reporting Requirements

Each quarter, and within 15 working days after the end of the reporting period, the Grantee shall submit to the Office of Financial Management (FM/PAD, A.I.D., Washington, D. C., 20523) an original and 2 copies of SF 269 "Financial Status Report."

C. Special Bank Account

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

D. Conversion of Dollars to Local Currency

Unless prohibited by Appendix A,* Grantee is authorized to convert United States dollars to local currency. Such conversions shall be made under arrangements approved in writing by a United States Disbursing Officer (U.S.D.O.) at the A.I.D. Mission, American Embassy, or Consulate in the country where Grantee's institution is located. Such conversions may be handled by the U.S.D.O. directly or through commercial banking channels depending on the circumstances in each country.

* If Grantee institution is located in an excess or near-excess country, Appendix A will prohibit conversion except through a U.S. Disbursing Office.

E. Restriction on Interest

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

F. Additional Documentation

A.I.D. is authorized to require the submission of additional documentation necessary to support the authorized expenditures charged by the Grantee to this grant.

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

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

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

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

1. Quarterly Report of Grant Expenditures*

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

2. Quarterly Progress Report on Capital Improvements

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

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

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

a) Construction Progress

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

b) Commodity Procurement

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

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

3. Annual Institutional Report

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

B. Records and Books of Account - Right of Inspection

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

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

C. Reimbursement to A.I.D.

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

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

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

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

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

D. Non-Liability

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

E. Equal Opportunity

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

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

F. Covenant Against Contingent Fees

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

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

G. Officials Not to Benefit

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

H. Termination

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

I. Notices

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

To A. I. D.

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

To Grantee

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

J. Subordinate Agreements

The placement of subordinate agreements (e.g. leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of A.I.D. if they will be funded hereunder and if A.I.D. so notifies the Grantee in writing that it desires to exercise this right. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this grant.

K. Title to and Use of Property

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

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