

# CONTRACT

CONTRACT/AGREEMENT  
DATA SHEET

**B**

0264

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

2. Date PIO/T Received: *1 / 1*

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

3. Contract/Agreement Number: <i>HSI - 1351-A-SS-8096-00</i>		5. Organization Symbol:	
4. Contractor/Recipient Name: <i>Nadassah Medical Relief</i>		8. Organization Symbol: <i>FUA/ASHA</i>	
6. Project Title: <i>Nadassah Medical Center</i>			
7. Project Officer's Name: <i>Lee Knutson</i>			
9. Requisitioning Document ID No: <i>Asha 383</i>	19. Budget Plan Code: <i>m/a</i>		
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	<input checked="" type="checkbox"/> <b>A</b>	20. Country or Region of Performance: <i>Israel</i>	
		21. a. This Action Increases TEC by \$ _____ b. Total Est. Cost of Contractual Document \$ _____	
11. Amount of this PIO/T: U.S. \$ _____	22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ _____		
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <i>4,500,000</i>	23. Effective Date of this Action: <i>7 / 31 / 85</i>		
13. Cumulative Obligation: U.S. \$ _____	24. Estimated Completion/Expiration Date: <i>12 / 31 / 86</i>		
14. This Action Funded Through: <i>121 31186</i>	25. Contractor DUNS Number: _____		
15. Date Contractual Documents Signed by AID Official: <i>7 / 31 / 85</i>	26. Consultant Type Award: _____		
16. Incrementally Funded Contract: <i>/</i>	27. Number of Person Months: (PASA/RSSA only) <i>/</i>		
17. Host Country/Counterpart Inst.: (Univ. Contracts) <i>/</i>	28. Number of Persons: (PASA/RSSA only) <i>/</i>		
18. Campus Coordinator: (Univ. Contracts) <i>/</i>	31. Date Signed: <i>1 / 1</i>		
29. Negotiator's Typed Name: <i>/</i>	30. Negotiator's Signature: <i>Lee Knutson</i>	34. Date Signed: <i>9 / 1 / 85</i>	
32. Contract/Grant Officer's Organization Symbol: <i>FUA/ASHA</i>	33. Contract/Grant Officer's Signature: <i>Lee Knutson</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	H. Procurement to be Performed by the Contractor in Person <i>M</i> <input checked="" type="checkbox"/> <b>pla</b> I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection ● Grant/Cooperative Agreement L. Competitive M. Noncompetitive N. Small Business Set Aside O. Overseas Procuring Activities
	ENTERED <i>3/1</i> OCT 15 1985 STAT. Section

<p>36. CONTRACT TYPE:</p> <p>A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <input checked="" type="checkbox"/></p> <p>B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF)</p> <p>C. IQC &amp; Requirements Contracts</p> <p>D. Other</p>	<p>45. LABOR SURPLUS AREA PREFERENCE: <input type="checkbox"/></p> <p>● Labor Surplus Area</p> <p>A. No Preference</p> <p>B. Tie Bid Preference</p> <p>C. Total Set Aside</p> <p>D. Not a Labor Surplus Area Preference Award</p>
<p>37. ADVANCE:</p> <p>A. No Advance</p> <p>B. Advance Non-FRLC <input checked="" type="checkbox"/></p> <p>C. Advance FRLC</p>	<p>46. Number of Bidders Offering Items or Services of Foreign Content:</p>
<p>38. SUBJECT TO STATUTORY REQUIREMENT: <input type="checkbox"/></p> <p>A. Walsh-Healey Act, Manufacturer*</p> <p>B. Walsh-Healey Act, Regular Dealer*</p> <p>C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers)</p> <p>D. Davis-Bacon Act (Construction)</p> <p>E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts)</p> <p>* Equipment, Supplies, Materials, and Commodities</p>	<p>47. TYPE OF BUSINESS: <input checked="" type="checkbox"/></p> <p>A. Source: Non-U.S. and Used Outside U.S. &amp; Possessions</p> <p>B. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q)</p> <p>C. Firm - Profit Making &amp; PSC's</p> <p>● Non-Profit Organizations</p> <p>D. Private Educational Organizations</p> <p>E. Hospitals</p> <p>F. Research Institutions, Foundations, and Laboratories</p> <p>G. Other</p> <p>● Private Voluntary Organizations</p> <p>H. U.S. Registered</p> <p>I. U.S. Non-Registered</p> <p>J. Foreign</p> <p>● State/Local Government</p> <p>K. Educational Institutions</p> <p>L. Hospitals</p> <p>M. Research Organizations</p> <p>N. Other</p> <p>O. International Agricultural Research Organizations</p> <p>P. Public International Organizations</p> <p>Q. U.S. Cooperatives</p>
<p>39. Country of Manufacture (Specify) _____</p>	<p>48. Women Owned Business? <input type="checkbox"/></p>
<p>40. CURRENCY INDICATOR: <input checked="" type="checkbox"/></p> <p>A. U.S. Dollar</p> <p>B. Local Currency</p> <p>C. Combination</p> <p>D. Unfunded</p>	<p>49. TYPE AWARD: <input type="checkbox"/></p> <p>● Small Business</p> <p>A. Not Set Aside</p> <p>B. Partial Set Aside</p> <p>C. Total Set Aside</p> <p>D. Personal Service Contract</p> <p>E. Individual Non-Personal Service Contract</p> <p>F. U.S. Government</p> <p>G. University</p> <p>H. Other Non-Profit Organizations</p> <p>I. Large Businesses</p>
<p>41. SUBCONTRACTS: Is There a Provision for a Subcontract? (Contracts only)</p>	<p>50. Paying Office: Payment will be made by <u>AID/W</u> <b>3</b></p>
<p>42. TYPE SERVICE: <input checked="" type="checkbox"/></p> <p>A. Training of Participants</p> <p>B. Technical Assistance to Host Country (Program, Project related except A&amp;E Services)</p> <p>C. A&amp;E Services</p> <p>D. Construction</p> <p>E. Research</p> <p>F. Technical Services to AID (other than training; usually operating expense)</p> <p>G. Training Service for AID</p> <p><input checked="" type="checkbox"/> H. Equipment, Materials, Supplies, Commodities</p> <p>I. Translation Service</p>	
<p>43. CONTRACT/AGREEMENT SOURCE: <input checked="" type="checkbox"/></p> <p>A. U.S. Contractor/Grantee</p> <p>B. Non-U.S. Contractor/Grantee</p> <p>C. Combination of A &amp; B</p>	
<p>44. TYPE OF AMERICAN OWNERSHIP: <input checked="" type="checkbox"/></p> <p>● Minority</p> <p>A. Asian/Pacific Islander</p> <p>B. Black American</p> <p>C. American Aleuts or Eskimos</p> <p>D. American Indian</p> <p>E. Hispanic</p> <p>F. Other (Specify) _____</p> <p>G. Non-Minority</p>	

GRANT  
BY THE  
UNITED STATES OF AMERICA  
TO  
HADASSAH MEDICAL RELIEF ASSOCIATION, INC.  
FOR  
THE HADASSAH MEDICAL CENTER, JERUSALEM, ISRAEL

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.") makes a grant of One Million Five Hundred Thousand Dollars (\$1,500,000) to the Hadassah Medical Relief Association, Inc. (hereinafter referred to as "Grantee") to be used solely for the benefit of the The Hadassah Medical Center located in Jerusalem, Israel, in accordance with and subject to the terms and conditions set forth in the Appendices attached and made part of this grant, as follows: Appendix A Special Provisions, and Appendix B, General Provisions: (3) Procurement of Commodities, (5c) Disbursement Procedures for Federal Reserve Letter of Credit, and (6) Administrative and Other Provisions.

This grant is to cover authorized expenditures incurred from the date of execution of this grant and ending December 31, 1986.

Agency for International Development

By *David A. Santos*

Director, Office of American  
Schools and Hospitals Abroad

Date \_\_\_\_\_

JUL 31 1985

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

The Hadassah Medical Relief  
Association, Inc.  
50 West 58th Street  
New York, NY 10019

By *Selma Mammen*

Title Chairman, ASHA Grant &  
Special HMO Functions Committee

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HSH-1351-G-SS-~~5~~096-00  
Grant No. AID/ASHA 383

Project No. 938-1351-5385029

Allotment No. 594-38-099-00-84-51

Appropriation No. 72-1151013

APPENDIX A  
SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

1. Pursuant to 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 State of New York, was founded in 1912 and today has 370,000 members in chapters throughout the United States. Grantee founded and operates extensive medical facilities in Jerusalem, Israel, which conduct medical education and research and provide preventive, diagnostic and curative services.

3. The Hadassah Medical Center treats a half million patients a year from Israel and the West Bank. Its medical, dental, and nursing schools have trained physicians, dentists, and nurses for Israeli medical institutions as well as those of developing countries. Hadassah also participates in research to combat diseases which are still significant killers in major parts of the developing world, such as malaria, leishmaniasis, leprosy, trypanosomiasis, and hookworm.

4. Prior A.I.D. assistance has helped Hadassah to procure U.S. medical equipment, including equipment for new surgical suits built with private funds and replacement of obsolete equipment. For Fiscal Year 1985, Grantee has requested assistance to replace obsolete components of the essential infrastructure of the Ein Kerem Hospital. A.I.D. has determined that \$1,500,000 should be provided for this purpose.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A.I.D. in writing, the \$1,500,000 provided herein shall be expended only for the following:

Procurement in the United States of medical equipment and commodities from among the items in the equipment list submitted with Grantee's application for Fiscal Year 1985. Commodity related services, such as shipment, insurance and installation, may be charged to the grant.

ARTICLE III - OTHER SPECIAL PROVISIONS

1. Place of Procurement, Prohibition of Conversion of Dollars

Commodities procured under this grant shall be purchased in the United States pursuant to Appendix B (3), paragraph A.1. Accordingly, conversion of dollars into local currency is prohibited notwithstanding any provision to the contrary in Appendix B (5c) Disbursement Procedures.

2. Customs, Duties, Taxes

No funds provided by this grant shall be used for payment of customs, duties or any other tax levied by the Government of Israel.

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 AID 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

- (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 AID.

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.

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 AID

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 kinds of action shall be included in Grantee's record and furnished to AID when the procurement is undertaken.

F. AID Financed Export Opportunities Bulletin

For commodities costing \$25,000 or more to be procured from the United States, Grantee shall prepare and submit to AID notice(s) of prospective procurement for publication in the AID 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 AID ("clasped hands") emblem, except as AID 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  
Federal Reserve Letter of Credit

A. FRLC Procedures

1. After arranging with a commercial bank of its choice and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank and the bank account name and/or number, the Grantee shall request the AID Controller (FM/PAD) to open a Federal Reserve Letter of Credit (FRLC). Grantee shall submit to the AID Controller three (3) originals of Form SF 1194, "Authorized Signature Card for Payment Vouchers on Letter of Credit," signed by those official(s) authorized to sign payment vouchers against the FRLC and by an official of the institution who has authorized them to sign.

2. The Grantee shall receive one (1) certified copy of the FRLC.

3. The Grantee shall confirm with his commercial bank that the FRLC has been opened and that funds are available as needed.

4. Funds drawn by the Grantee against the FRLC shall be only in such amounts as may be needed to meet current allowable expenditures necessary for the performance of this grant agreement and drawdowns shall be made as close to the Grantee's actual daily disbursements as is administratively feasible. In pursuance thereof, the Grantee agrees to take all practicable steps and use its best efforts to initiate each drawdown at approximately the same time that checks are issued by it in payment of allowable costs, and in amounts approximately equal to the share thereof authorized to be financed by advances under the FRLC. Drawdowns shall not ordinarily be made more frequently than daily, or be in amounts less than \$5,000 or more than \$5,000,000. In no event shall the accumulated total of funds withdrawn for the account of this grant against such FRLC exceed the amount of funds allocated to and obligated under this grant.

5. To receive payment, the Grantee shall:

- (a) Periodically, although normally not during the last five (5) days of the month, prepare payment vouchers (Form TUS 5401) in an original and three (3) copies signed by the authorized official(s) whose signature appear on the SF 1194 signature cards.
- (b) Present the original and duplicates and triplicate of the TUS 5401 to his commercial bank.

B. Documentation for AID Controller

1. Grantee will submit to the Office of the Controller (FM/PAD), Agency for International Development, Washington, D. C., 20523, on a quarterly basis, a certified original and three copies of Standard Form 269, covering each category of expense shown in Appendix A of the grant for the period covered by the voucher and cumulatively since the inception of the grant.

2. In addition, Grantee shall submit an original and 2 copies of SF 272 "Federal Cash Transactions" due within 15 days after the end of the reporting quarter for advances totalling less than \$1 million and 15 working days after the end of each month for advances totalling more than \$1 million per year. Grantee's cash needs for the ensuing period (i.e., quarter or month shall be explained under the "Remarks" section of the SF 272). (Sample copies of Standards Forms 269 and 272 are attached.)

# FEDERAL CASH TRANSACTIONS REPORT

Approved by Office of Management and Budget, No. 80-RO102

(See instructions on the back. If report is for more than one grant or assistance agreement, attach completed Standard Form 272-A.)

1. Federal sponsoring agency and organizational element to which this report is submitted

## 2. RECIPIENT ORGANIZATION

4. Federal grant or other identification number

5. Recipient's account number or identifying number

Name :

6. Letter of credit number

7. Last payment voucher number

Number and Street :

Give total number for this period

City, State and ZIP Code :

8. Payment Vouchers credited to your account

9. Treasury checks received (whether or not deposited)

## 3. FEDERAL EMPLOYER IDENTIFICATION NO.

## 10. PERIOD COVERED BY THIS REPORT

FROM (month, day, year)

TO (month, day year)

## 11. STATUS OF FEDERAL CASH

(See specific instructions on the back)

a. Cash on hand beginning of reporting period	\$
b. Letter of credit withdrawals	
c. Treasury check payments	
d. Total receipts (Sum of lines b and c)	
e. Total cash available (Sum of lines a and d)	
f. Gross disbursements	
g. Federal share of program income	
h. Net disbursements (Line f minus line g)	
i. Adjustments of prior periods	
j. Cash on hand end of period	\$

## 12. THE AMOUNT SHOWN ON LINE 11J, ABOVE, REPRESENTS CASH REQUIREMENTS FOR THE ENSUING

Days

13. OTHER INFORMATION	
a. Interest income	\$
b. Advances to subgrantees or subcontractors	\$

## 14. REMARKS (Attach additional sheets of plain paper, if more space is required)

## 15. CERTIFICATION

I certify to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the grant or agreement

AUTHORIZED CERTIFYING OFFICIAL	SIGNATURE		DATE REPORT SUBMITTED
	TYPED OR PRINTED NAME AND TITLE		
	TELEPHONE	(Area Code) (Number)	(Extension)

THIS SPACE FOR AGENCY USE

# INSTRUCTIONS

Please type or print legibly. Items 1, 2, 8, 9, 10, 11d, 11e, 11h, and 15 are self explanatory, specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Entry</u>	<u>Item</u>
3	Enter employer identification number assigned by the U.S. Internal Revenue Service or the FICE (institution) code.  If this report covers more than one grant or other agreement, leave items 4 and 5 blank and provide the information on Standard Form 272-A, Report of Federal Cash Transactions—Continued; otherwise;		employee's share of benefits if treated as a direct cost, interdepartmental charges for supplies and services, and the amount to which the recipient is entitled for indirect costs.
4	Enter Federal grant number, agreement number, or other identifying numbers if requested by sponsoring agency.	11g	Enter the Federal share of program income that was required to be used on the project or program by the terms of the grant or agreement.
5	This space reserved for an account number or other identifying number that may be assigned by the recipient.	11i	Enter the amount of all adjustments pertaining to prior periods affecting the ending balance that have not been included in any lines above. Identify each grant or agreement for which adjustment was made, and enter an explanation for each adjustment under "Remarks." Use plain sheets of paper if additional space is required.
6	Enter the letter of credit number that applies to this report. If all advances were made by Treasury check, enter "NA" for not applicable and leave items 7 and 8 blank.	11j	Enter the total amount of Federal cash on hand at the end of the reporting period. This amount should include all funds on deposit, imprest funds, and undeposited funds (line e, less line h, plus or minus line i).
7	Enter the voucher number of the last letter-of-credit payment voucher (Form TUS 5401) that was credited to your account.	12	Enter the estimated number of days until the cash on hand, shown on line 11j, will be expended. If more than three days cash requirements are on hand, provide an explanation under "Remarks" as to why the drawdown was made prematurely, or other reasons for the excess cash. The requirement for the explanation does not apply to prescheduled or automatic advances.
11a	Enter the total amount of Federal cash on hand at the beginning of the reporting period including all of the Federal funds on deposit, imprest funds, and undeposited Treasury checks.	13a	Enter the amount of interest earned on advances of Federal funds but not remitted to the Federal agency. If this includes any amount earned and not remitted to the Federal sponsoring agency for over 60 days, explain under "Remarks." Do not report interest earned on advances to States.
11b	Enter total amount of Federal funds received through payment vouchers (Form TUS 5401) that were credited to your account during the reporting period.	13b	Enter amount of advance to secondary recipients included in item 11h.
11c	Enter the total amount of all Federal funds received during the reporting period through Treasury checks, whether or not deposited.	14	In addition to providing explanations as required above, give additional explanation deemed necessary by the recipient and for information required by the Federal sponsoring agency in compliance with governing legislation. Use plain sheets of paper if additional space is required.
11f	Enter the total Federal cash disbursements, made during the reporting period, including cash received as program income. Disbursements as used here also include the amount of advances and payments less refunds to subgrantees or contractors, the gross amount of direct salaries and wages, including the		

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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 institutions report.

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

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.

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

2. Quarterly Progress Report on Capital Improvements

If the Special Provisions of this grant (Appendix A) provide 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 agency, excluding procurement undertaken by a fixed or unit price construction contractor, should be reported as follows:

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Administrative and Other Provisions

- 3-

<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. AID and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by AID.

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C. Reimbursement to AID

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, AID, 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 AID 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, AID 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 AID 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.

c) (1) Any refund under subsection (a) or (b), or (2) any refund to AID 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.

H. Termination

AID 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 AID any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by AID within ninety (90) days after the termination of this grant. In addition, upon such termination AID may, at AID's expense, direct that title to goods financed under the grant be transferred to AID 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 AID

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

D. Non-Liability

AID 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, 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.

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.

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 AID if they will be funded hereunder and if AID 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 requirements of this agreement, for the extent of its useful life, unless AID shall agree otherwise in writing.

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# FINANCIAL STATUS REPORT

(Follow instructions on the back)

<b>3. RECIPIENT ORGANIZATION</b> (Name and complete address, including ZIP code)	<b>1. FEDERAL AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH REPORT IS SUBMITTED</b>	<b>2. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER</b>	OMB Approved No. 80-RO180	PAGE OF  PA
	<b>4. EMPLOYER IDENTIFICATION NUMBER</b>	<b>5. RECIPIENT ACCOUNT NUMBER OR IDENTIFYING NUMBER</b>	<b>6. FINAL REPORT</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
	<b>B. PROJECT/GRANT PERIOD</b> (See instructions)		<b>7. BASIS</b> <input type="checkbox"/> CASH <input type="checkbox"/> ACCR	
	FROM (Month, day, year)	TO (Month, day, year)	<b>9. PERIOD COVERED BY THIS REPORT</b> FROM (Month, day, year) TO (Month, day, year)	

10. STATUS OF FUNDS							
PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	(d)	(e)	(f)	TOTAL (g)
a. Net outlays previously reported	\$	\$	\$	\$	\$	\$	\$
b. Total outlays this report period							
c. <i>Less: Program income credits</i>							
d. Net outlays this report period (Line b minus line c)							
e. Net outlays to date (Line a plus line d)							
f. <i>Less: Non-Federal share of outlays</i>							
g. Total Federal share of outlays (Line e minus line f)							
h. Total unliquidated obligations							
i. <i>Less: Non-Federal share of unliquidated obligations shown on line h</i>							
j. Federal share of unliquidated obligations							
k. Total Federal share of outlays and unliquidated obligations							
l. Total cumulative amount of Federal funds authorized							
m. Unobligated balance of Federal funds							

<b>11. INDIRECT EXPENSE</b>	<b>a. TYPE OF RATE</b> (Place "X" in appropriate box) <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> PREDETERMINED <input type="checkbox"/> FINAL <input type="checkbox"/> FIXED				<b>13. CERTIFICATION</b> I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED
	<b>b. RATE</b>	<b>c. BASE</b>	<b>d. TOTAL AMOUNT</b>	<b>e. FEDERAL SHARE</b>		TYPED OR PRINTED NAME AND TITLE	TELEPHONE (Area code number and extension)

**12. REMARKS:** Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.

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## INSTRUCTIONS

Please type or print legibly. Items 1, 2, 3, 6, 7, 9, 10d, 10e, 10g, 10i, 10j, 11a, and 12 are self-explanatory, specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
4	Enter the employer identification number assigned by the U.S. Internal Revenue Service or FICE (institution) code, if required by the Federal sponsoring agency.	10c	Enter the amount of all program income realized in this period that is required by the terms and conditions of the Federal award to be deducted from total project costs. For reports prepared on a cash basis, enter the amount of cash income received during the reporting period. For reports prepared on an accrual basis, enter the amount of income earned since the beginning of the reporting period. When the terms or conditions allow program income to be added to the total award, explain in remarks, the source, amount and disposition of the income.
5	This space is reserved for an account number or other identifying numbers that may be assigned by the recipient.	10f	Enter amount pertaining to the non-Federal share of program outlays included in the amount on line e.
8	Enter the month, day, and year of the beginning and ending of this project period. For formula grants that are not awarded on a project basis, show the grant period.	10h	Enter total amount of unliquidated obligations for this project or program, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations are:  Cash basis—obligations incurred but not paid;  Accrued expenditure basis—obligations incurred but for which an outlay has not been recorded.  Do not include any amounts that have been included on lines a through g. On the final report, line h should have a zero balance.
10	The purpose of vertical columns (a) through (f) is to provide financial data for each program, function, and activity in the budget as approved by the Federal sponsoring agency. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the totals of all programs, functions or activities should be shown in column (g) of the first page. For agreements pertaining to several Catalog of Federal Domestic Assistance programs that do not require a further functional or activity classification breakdown, enter under columns (a) through (f) the title of the program. For grants or other assistance agreements containing multiple programs where one or more programs require a further breakdown by function or activity, use a separate form for each program showing the applicable functions or activities in the separate columns. For grants or other assistance agreements containing several functions or activities which are funded from several programs, prepare a separate form for each activity or function when requested by the Federal sponsoring agency.	10j	Enter the Federal share of unliquidated obligations shown on line h. The amount shown on this line should be the difference between the amounts on lines h and i.
10a	Enter the net outlay. This amount should be the same as the amount reported in Line 10e of the last report. If there has been an adjustment to the amount shown previously, please attach explanation. Show zero if this is the initial report.	10k	Enter the sum of the amounts shown on lines g and j. If the report is final the report should not contain any unliquidated obligations.
10b	Enter the total gross program outlays (less rebates, refunds, and other discounts) for this report period, including disbursements of cash realized as program income. For reports that are prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contractors, subgrantees, and other payees.	10m	Enter the unobligated balance of Federal funds. This amount should be the difference between lines k and l.
		11b	Enter rate in effect during the reporting period.
		11c	Enter amount of the base to which the rate was applied.
		11d	Enter total amount of indirect cost charged during the report period.
		11e	Enter amount of the Federal share charged during the report period.  If more than one rate was applied during the project period, include a separate schedule showing bases against which the indirect cost rates were applied, the respective indirect rates the month, day, and year the indirect rates were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.