

PDFAG 762

CONTRACT

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

Recd. for Val's 8/27/85

3. Contract/Agreement Number: DAN-1282-G-SS-5057-00		5. Organization Symbol:	
4. Contractor/Recipient Name: Pennsylvania State University		8. Organization Symbol: S&T/RUR	
6. Project Title: Title XII University Strengthening Grant			
7. Project Officer's Name: C. Barker			
9. Requisitioning Document ID No: 931-1282-5361330		19. Budget Plan Code: DDAA-85-13600-AG11 App. 72-1151021.3, A11. 543-36-099-20-51	
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: U.S.A.	
11. Amount of this PIO/T: Obl. U.S. \$ 100,000 (inc.)		21. a. This Action Increases TEC by \$ _____ b. Total Est. Cost of Contractual Document \$ 500,000	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 100,000		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ 500,000	
13. Cumulative Obligation: U.S. \$ 100,000		23. Effective Date of this Action: 8 / 27 / 85	
14. This Action Funded Through: 6 / 30 / 86		24. Estimated Completion/Expiration Date: 6 / 30 / 86	
15. Date Contractual Documents Signed by AID Official: 8 / 27 / 85		25. Contractor DUNS Number: 0 0 3 4 0 3 9 5 3	
16. Incrementally Funded Contract: YES		26. Consultant Type Award: N/A	
17. Host Country/Counterpart Inst.: (Univ. Contracts) N/A		27. Number of Person Months: (PASA/RSSA only) N/A	
18. Campus Coordinator: (Univ. Contracts) N/A		28. Number of Persons: (PASA/RSSA only) N/A	
29. Negotiator's Typed Name: F. Bettucci FB		30. Negotiator's Signature:	
31. Date Signed: 8/27/85		32. Contract/Grant Officer's Organization Symbol: COD/AN PC 6/4	
33. Contract/Grant Officer's Signature:		34. Date Signed: 8/27/85	

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

<p>35. SELECTION PROCEDURES:</p> <ul style="list-style-type: none"> 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 checked="" type="checkbox"/></p> <ul style="list-style-type: none"> 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
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STAT Section
SEP 07 1985
ENTERED

AUG 29 1985
Almond
LB

36. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <input type="checkbox"/> D B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) C. IQC & Requirements Contracts D. Other ()	45. LABOR SURPLUS AREA PREFERENCE: <input type="checkbox"/> D ● Labor Surplus Area A. No Preference B. Tie Bid Preference C. Total Set Aside D. Not a Labor Surplus Area Preference Award
37. ADVANCE: A. No Advance B. Advance Non-FRLC <input type="checkbox"/> C C. Advance FRLC	46. Number of Bidders Offering Items or Services of Foreign Content: N/A
38. SUBJECT TO STATUTORY REQUIREMENT: <input type="checkbox"/> E 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	47. TYPE OF BUSINESS: <input type="checkbox"/> K 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 & PSC's ● 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
39. Country of Manufacture (Specify)	48. Women Owned Business?
40. CURRENCY INDICATOR: <input type="checkbox"/> A A. U.S. Dollar B. Local Currency C. Combination D. Unfunded	49. TYPE AWARD: <input type="checkbox"/> G ● 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
41. SUBCONTRACTS: Is There a Provision for a Subcontract? (Contracts only) N/A	50. Paying Office: Payment will be made by FM/ID/W
42. TYPE SERVICE: <input type="checkbox"/> F 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	
43. CONTRACT/AGREEMENT SOURCE: <input type="checkbox"/> B A. U.S. Contractor/Grantee B. Non-U.S. Contractor/Grantee C. Combination of A & B	
44. TYPE OF AMERICAN OWNERSHIP: <input type="checkbox"/> G ● Minority A. Asian/Pacific Islander B. Black American C. American Aleuts or Eskimos D. American Indian E. Hispanic F. Other (Specify) G. Non-Minority	

ORIGINAL

SEP 09 1985

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

AUG 27 1985

Mr. William D. Moir
Sponsored Programs
5 Old Main
Pennsylvania State University
University Park, Pennsylvania 16802

Subject: Grant No. DAN-1282-G-SS-5057-00

Dear Mr. Moir:

Pursuant to the authority of the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "The Government," "A.I.D." or "the Grantor") hereby grants to Pennsylvania State University (hereinafter referred to as the "University" or "Grantee"), the sum of One Hundred Thousand Dollars (\$100,000) to provide initial budgeting assistance to the University to strengthen its capabilities in teaching, research and extension work in areas included under Title XII of the Foreign Assistance Act.

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 beginning July 1, 1985 and ending June 30, 1986.

This Grant is made to Pennsylvania State University on condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment A, entitled "Schedule," Attachment B, entitled "Program Description," Attachment C, entitled "Standard Provisions," and Attachment D, entitled "Alterations in Grant," and Attachment E entitled "Standard Provisions No. 35, Cost Sharing/Financing (April 1985)."

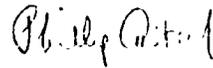
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Page - 2- Mr. William D. Moir
Pennsylvania State University

Please have the enclosed original and seven (7) copies of this Grant signed and return said original and six (6) copies to this office, making certain to return all copies marked "Funds Available."

Sincerely,



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

Attachments:

- Attachment A - Schedule
- Attachment B - Program Description
- Attachment C - Standard Provisions
- Attachment D - Alterations in Grant
- Attachment E - Cost Sharing/Matching

ACCEPTED

Pennsylvania State University

BY: Raymond D. Nargi

TITLE: Assistant Treasurer

DATE: SEP 18 1985

FISCAL DATA

Project No.: 931-1282
PIO/T No.: 5361330
Appropriation No.: 72-1151021.3
Allotment No.: 543-36-099-00-20-51
Budget Plan Code: DDAA-85-13600-AG11
Total Estimated Cost to AID: \$500,000
Total Obligated Amount: \$100,000
DUNS No. 003403953

FUNDS AVAILABLE

e/c 4180
AUG 28 1985

R. Hampton

Program Acctg. Division
OFFICE OF FINANCIAL MANAGEMENT

INDEX

SCHEDULE

<u>ARTICLE NO.</u>	<u>ARTICLE TITLE</u>	<u>PAGE NO.</u>
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V	Matching Funds	2
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ADDENDA

ATTACHMENT A - Schedule

ATTACHMENT B - Program Description
(1) Condensed University Proposal
(2) University Work Plan

ATTACHMENT C - Standard Provisions

ATTACHMENT D - Alterations to Standard Provisions

ATTACHMENT E - Standard Provision No. 35

SCHEDULEI. AUTHORITY, PURPOSE AND PROGRAM DESCRIPTION

- A. Pursuant to the Foreign Assistance Act of 1961, as amended, this Grant is being awarded to provide assistance to the University to strengthen its capabilities in teaching, research and extension work in areas included under Title XII of the Foreign Assistance Act.
- B. The specific purpose of this Grant is to provide assistance to the University in carrying out its program of strengthening activities as described in Attachment B entitled "Program Description."
- C. The Program Description, appended hereto as Attachment B, is composed of the University's Condensed Proposal, and Work Plan Revised April 5, 1985. In case of any inconsistency between the University's proposal and other terms and conditions of this Grant agreement, the Grant terms and conditions shall control. The Work Plan accompanying the Program Description will be followed with appropriate changes to dates to reflect the commencement date of the Grant.

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

III. PERIOD OF GRANT

This Grant is effective and obligation made as of the date of the award letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period July 1, 1985 through June 30, 1990. No subordinate agreements under this grant shall extend beyond the term of this grant. Based on each annual review and subject to mutual agreement of the parties hereto the term of this grant may be extended in order to maintain a five year advance program plan.

IV. Estimated Costs, Funds Obligated, and Payment

- A. The total estimated cost of the grant for the five year period set forth in Article III above is \$1,093,700 of which \$500,000 represents A.I.D.'s estimated contribution and \$593,700 represents Grantee's non-Federal contribution. Expenditures will approximate the amounts and annual distribution as shown in Budget Summaries shown in Attachment B to this Grant.
- B. By the execution of this Grant A.I.D. hereby obligates the sum of \$100,000, A.I.D.'s share of the estimated cost for activities undertaken for the period beginning July 1, 1985 and ending June 30, 1986. Obligation of funds for activities to be undertaken in subsequent year of this Grant shall be subject to availability of funds. A.I.D. shall not be required to compensate the Grantee in any amount greater than the amount obligated.
- C. Payment hereunder will be made in accordance with Attachment D provision entitled "Payment - Letter of Credit" August 1984.

- V. Matching Funds - Cost Sharing/Matching of funds under this grant shall be in accordance with Attachment E., "Standard Provision No. 35, Cost Sharing/Matching (April 1985)." Although both A.I.D. funds provided herein and Grantee non-Federal funds may be expended for both new (initiated with the inception of this grant effort) and ongoing strengthening activities only, the expenditure for new activities must, in the performance of this grant, equal or exceed the amount expended from A.I.D.'s obligation hereunder. For purposes of matching, only expenditures for direct costs (such as salaries, fringe benefits, purchases of supplies and equipment, scholarships, travel, shipments, communications and the like) may be attributed to Grantee's non-Federal contribution or A.I.D.'s contribution. No indirect costs will be reimbursed. The total estimated cost as set forth in Article IV may be amended to reflect changes in the contribution made by both A.I.D. and the Grantee. The respective contribution will be made as set forth in the Budget Summaries shown in Attachment B to the Grant.

VI. REPORTS

In order to initiate continued funding, the Grantee will submit annual progress reports and funding requests. The reports and requests will be submitted when indicated below and will set forth information as described:

A. Progress Reports

A complete description of program performance, for each objective set forth in Attachment B entitled "Program Description," there will be a comparison of actual accomplishments with the goals established for the reported period. A description will also be included of activities undertaken in relation to each objective, indicating those which are new. A Work Plan for the subsequent period will also be included. The first report will be submitted on the anniversary date of the Grant award.

B. Funding Request

In June of each year beginning in 1986, the Grantee will furnish a funding request for the period covered by the annual progress report next due. The funding request will include the following information:

1. Actual plus estimated expenditures for the period covered in the progress report.
2. Estimated expenditures for the next succeeding progress period.
3. A statement of cumulative total expenditures of federal funds from Grant inception through the submission date of the funding request.

The Grantee's report will be evaluated and further decisions regarding support of the Grantee's program will be made by A.I.D. on the basis of progress in carrying out the general objectives of the Grant.

The Grantee shall submit 7 copies of the annual report to the BIFAD Staff, 2 copies to S&T/RUR, and 1 copy to the Grant Officer.

VII. SPECIAL PROVISIONS

- A. The Grantee will obtain approval from the A.I.D. Project Officer for all international travel to be performed during the course of this Grant. The A.I.D. Project Office will be responsible for obtaining country Mission clearances.

B. Upon completion of each trip funded under this Agreement, a report will be prepared giving details of itinerary, discussions, people contacted, accomplishments, and suggestions resulting therefrom, and be submitted to the A.I.D. Project Officer.

C. Voucher Submission and Identification

1. All financial forms submitted by the Grantee for payment hereunder shall contain the following identification data on the face sheet:

Grant No.: DAN-1282-G-SS-5057-00
Project No.: 931-1282
Project Office: S&T/RUR,
Attn: XII Project Officer

2. Financial documents shall be addressed to:

Office of Financial Management
M/FM/PAFD, Room 623 SA-12
Agency for International Development
Washington, D. C. 20523

VIII. STANDARD PROVISIONS AND ALTERATIONS THERETO

A. The Standard Provisions as set forth in Attachment C., as A.I.D. Form 1420-51 (2-82) entitled "U.S. Grantees and U.S. Subgrantees Educational Institutions Index of Standard Provisions," are applicable to this Grant, except as hereinafter modified.

B. The following Standard Provisions are deleted in their entirety:

- No. 5A. "Negotiated Overhead Rates - Predetermined"
- No. 5B. "Negotiated Overhead Rates - Educational Institutions"
- No. 7A. "Payment - Federal Letter of Credit (FRLC) Advance"
- No. 7C. "Payment - Reimbursement"
- No. 10B. "Procurement of Goods and Services Over \$250,000"
- No. 13B. "Title to and Care of Property (U.S. Government Title)"
- No. 13C. "Title to and Care of Property (Cooperating Country Title)"
- No. 20 "Patents"

- B. The following modifications have been made in the Standard Provisions to this Grant:
- (1) In Standard Provision No. 3 entitled "Refunds":

Delete Paragraph (c) in its entirety and substitute the following in lieu thereof:

"(c) If at any time during the life of this Grant it is determined by A.I.D. that funds obligated by A.I.D. under this Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall restore an equivalent amount to the Grant account which shall be available for other allowable expenditures under the Grant. Amounts of A.I.D. funds disallowed which cannot be allocated to allowable costs at the expiration or termination of this Grant shall be refunded to A.I.D."
 - (2) In Standard Provision No. 22 entitled "Subordinate Agreements," add the following new paragraph:

"(d) The Grantee may not make subgrants to U. S. institutions that do not meet the requirements of eligibility as defined in Section 296(d) of Title XII of the Foreign Assistance Act of 1961, as amended, and as designated in (43 FR 37049, dated August 21, 1978.
- C. "Alterations in Grant," dated November 1984 is attached and is hereby made a part of the grant.
- D. Standard Provision No. 35, Cost Sharing/Matching (April 1985) is attached and is hereby made a part of the grant.

**Brief Summary of Operational Characteristics of Matching Formula
Title XII University Strengthening Grants**

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

In no event may the annual level of A.I.D. support to the university, after the first five-year period, exceed 10 percent of its annual average volume of business for A.I.D. for the preceding three years. For the first five years, annual grants may exceed 10 percent but may not, in such cases, exceed \$100,000. In no case may the A.I.D. annual contribution exceed \$300,000.

In many cases the total estimated cost of the grant includes a university contribution greater than that of A.I.D. because of the ceiling on the A.I.D. contribution under the Matching Formula. In such cases the university will be held accountable only for an amount equal to the A.I.D. contribution. However, the total proposed amount is shown in the documentation to reflect the universities' stated investment intentions in support of their respective total strengthening efforts.

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

CONDENSED PROPOSAL FOR
MATCHING STRENGTHENING GRANT PROPOSAL
SUBMITTED BY
THE PENNSYLVANIA STATE UNIVERSITY --
A TITLE XII UNIVERSITY
Revised: April 5, 1985

I. INTRODUCTION

The Pennsylvania State University Strengthening Grant Proposal is designed to meet the goals outlined in the 1982 evaluation of the Strengthening Grant Program. That is, the guiding principle in developing Penn State's Strengthening Grant Proposal was to design a program which would enhance the University's capability to assist AID in the implementation of their agricultural development programs. Further the design of the proposal is based on the three phases delineated in the grant proposal guidelines of expanding the quantity, improving the quality, and enhancing the readiness of the University's resources to carry out current and potential AID agricultural development projects.

Penn State is justly proud of its past accomplishments in the international arena—including its record in implementing AID-sponsored agricultural development projects. The Strengthening Grant will support Penn State's strong convictions of the need for an interdisciplinary approach in solving agriculture and rural development related problems in AID-assisted nations. The redimensioning of the University toward a higher level of participation in international activities will require much effort, but Penn State is committed to becoming a more important force in the international agriculture and rural development field during the next decade. This Title XII Strengthening Grant will serve as an important catalyst in assisting the University in this endeavor.

The general philosophy used in the design process and the criteria used in delineating the parameters of the grant proposal were:

- 1) To select Sub-Saharan Africa and Asia as the geographic areas of concentration on the basis that activities in these areas will strengthen the University's resource base in areas in which Penn State has current contractual commitments;
- 2) To proceed on the assumption that the most feasible approach for increasing the University's ability to respond to AID's requests is to add an international dimension to faculty members with domestic areas of expertise rather than add "international specialists" to the faculty;
- 3) To develop programs and approaches which encourage an interdisciplinary response capability within integrated agricultural development systems rather than single discipline responses to narrowly defined concerns;

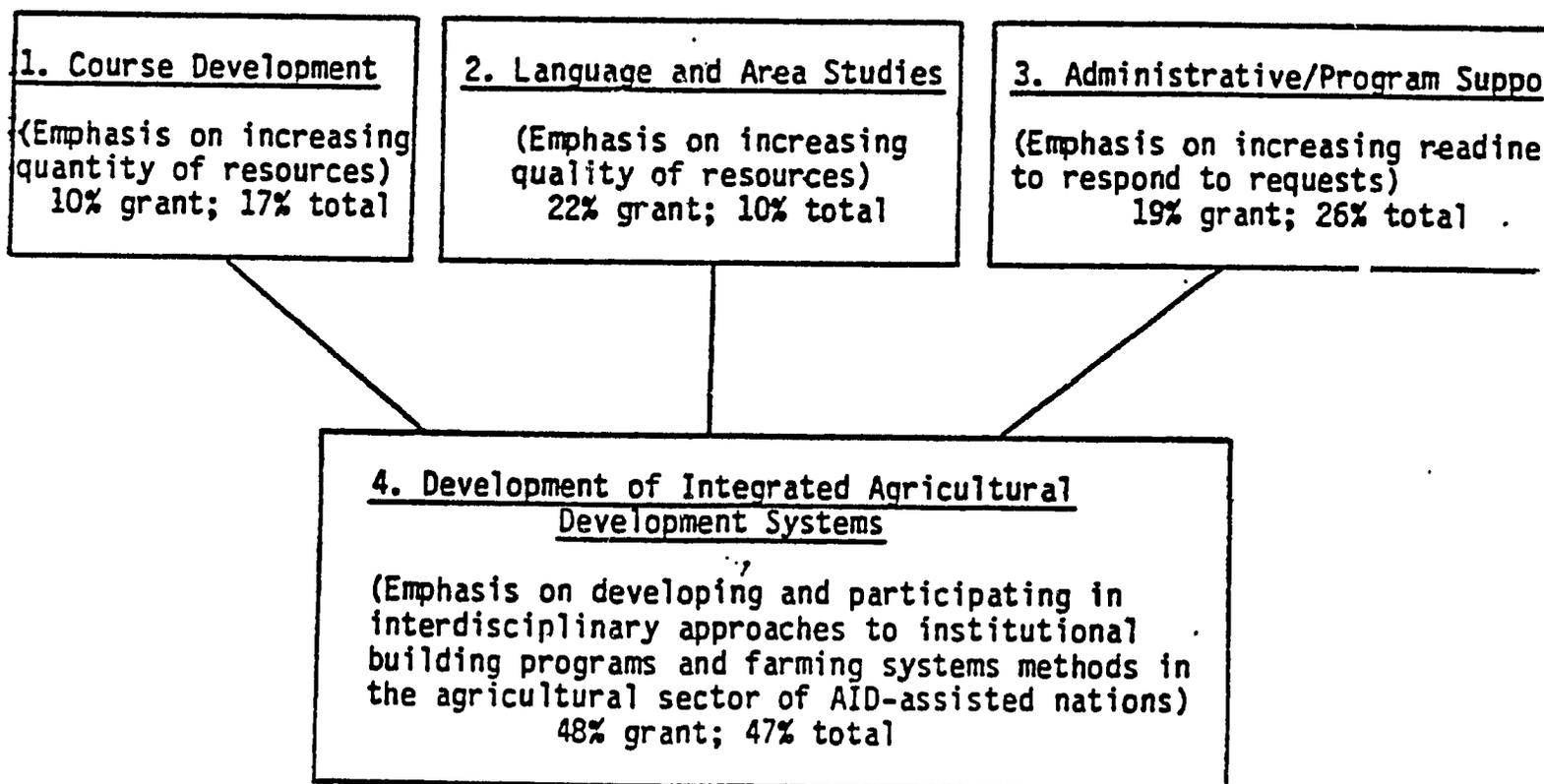


4) To assure that the implementation of the Strengthening Grant will lead to a balanced capability to respond in all three functions of the University--research, teaching, and service; and

5) To develop an enhanced administrative/program support structure which would, in addition to normal administrative activities, assist in the development of programs to gain support among the University's constituency for faculty involvement in agricultural development in less-developed nations.

With the framework of the above criteria, a dual approach (illustrated as two tiers) was used in designing the structure of Penn State's Strengthening Grant Proposal. (See Figure 1.) The three program elements represented in the upper tier of boxes are designed to increase Penn State's capability to assist in planning, implementing, and evaluating AID programs. Approximately one-half of the grant and matching funds are allocated to these activities in order to directly enhance the quantity and quality of the international expertise of the College of Agriculture's faculty. An estimate of the percentage of funds allocated for each component is included in Figure 1.

Figure 1. Major Program Elements in Penn State's Title XII Strengthening Grant Proposal



The activities envisioned for the second-tier in Figure 1 are focused on opportunities for the direct participation in agricultural development activities directed toward AID-assisted nations. The primary rationale for allocating nearly one-half of all funds--both grant and matching--to these activities is that faculty members who have directly participated in activities focused on less-developed countries will more likely accept subsequent offers of an AID assignment to a less-developed nation. A secondary rationale is that additional knowledge gained from working on activities directly related to AID-assisted nations, either by a faculty member or by a faculty member in association with a graduate student, will add to our understanding of the agricultural development problems of these nations as well as increase the pool of trained resources with experience in working on problems of less-developed countries.

II. SPECIFIC OBJECTIVES AND ACTIVITIES

The specific objectives of the Strengthening Grant Proposal, the activities designed to achieve these objectives, and the criteria for evaluating the degree of success or failure in attaining the planned objectives in each program component are as follows:

Component 1: To increase the quantity and quality of individuals trained in skills supportive of Penn State's work, both currently and in the future, in AID-assisted nations.

The expected direct impact of involvement with agricultural development courses and/or research is that it will stimulate a professor with high level skills in a domestic field to develop an interest in the application of his/her expertise in AID-assisted nations. Emphasis will be on developing integrated, holistic approaches to development rather than courses/research that follow traditional, discipline specific, methodologies.

Four specific activities are envisioned for this component of the Strengthening Grant. An estimated 40 percent of the funds for this component will be used in developing and implementing several new 400-level courses which emphasize agricultural development concerns in less-developed countries. Strengthening grant support will be allocated to assist faculty members during the first year he/she is developing and offering a new course, with a declining level of support for the second year. In the third and subsequent years, costs associated with offering these new international agriculture courses will be transferred back to the department's regular budgets. As a second activity, a small amount of funds will be used to insure an interdisciplinary approach is followed within a structured program of agricultural development courses. The remaining funds for this component, slightly more than 50 percent, are designed to assist in the generation of knowledge about AID-assisted nations in which Penn State's College of Agriculture has a current or potential professional interest.

The use of 17 percent of the total grant and matching funds for this component of the Strengthening Grant is believed justified as it will help to identify those faculty members with a specific interest in graduate teaching in agricultural development in less-developed countries. This, in turn, will strengthen the College's ability to bid on and implement USAID projects--especially those with a significant teaching or training component.

Both objective and subjective criteria will be used in evaluating the University's performance in implementing the Strengthening Grant. The easier to implement (but somewhat less applicable) objective approach will be used to compare program outputs with actual accomplishments such as number of new courses introduced and the increase in the volume of information about AID-assisted countries. More difficult to implement subjective measures will be used to measure the degree to which the activities implemented in this component encourage faculty members to participate in AID programs in less-developed countries.

Component 2: To enhance the ability of College faculty to apply their technical expertise in AID-assisted projects through training in the French language and in francophone Africa area studies.

The emphasis in language training will be in French. This activity will be supplemented by a modest area studies program which will largely consist of sharing experiences and expertise by present faculty members. The aim of activities in this component will be to develop a core faculty from the College of Agriculture which have an interest in working in AID-assisted nations and who have reached competency in the French language to the FS3 level.

Measures of performance will include the number of faculty members enrolled in language courses, increased level of language proficiency, and the number of, and attendance at, area study seminars. The key measure of success which will be whether a small core faculty has gained an FS3 proficiency level in the French language.

Component 3: To increase the level of administrative resources to ensure the presence of an organizational base capable of sustaining long-term commitments to agricultural development programs in less-developed nations.

The major thrust within this component is the selection and appointment of a part-time specialist in the administration of agricultural development projects to ensure the availability of a continuing source of administrative skills to assist in the management of AID-assisted agriculture development projects.

Evaluation of performance will again be both objective and subjective. The objective measure will be a simple determination of whether an administrative specialist has been selected and is working in an administrative position in the international agricultural program's office. Subjective measures will include an evaluation of whether the University has

increased its administrative effectiveness in the implementing agriculture development projects in less-developed nations.

Component 4: To develop a core group of faculty interested in participating in interdisciplinary agricultural development in less-developed nations.

The basis thrust of this component of the Strengthening Grant, which accounts for nearly one-half of total grant and matching funds, is to enhance the College of Agriculture's strong commitment to an interdisciplinary approach to agricultural development in less-developed nations. Within the framework of this interdisciplinary approach, special emphasis will be on strengthening the areas of expertise that are defined as "high need" by USAID and which also coincide with the faculty resources at Penn State interested in international agricultural development. The three areas identified which meet this dual criteria include: 1) natural resource policy concerns--with emphasis on fragile environments; 2) plant production technologies; and 3) food storage and processing.

The activities within this component of the grant will be directed toward the following three groups of faculty members within the College of Agriculture:

Group 1:

About five percent of the Strengthening Grant funds in this component would be used for activities of interest to the entire faculty of the College of Agriculture and to other interested faculty. Funding for this activity would be for transportation and honorarium costs for bringing distinguished speakers in international agricultural development to the campus. The rationale for the activity is to stimulate the marginally interested faculty members to add an international dimension to their domestically-oriented areas of specialization.

Group 2:

A core faculty of 15-20 members (five percent of the College of Agriculture faculty) will be identified and the bulk (65 percent) of the funds earmarked for this component will be allocated to this core faculty group. This means that a total Strengthening Grant investment (grant and matching) will average about \$3,500 per core faculty members per year. (This is in addition to the funding allocated for other activities such as the language training described in Component 2.)

The members of this core faculty would ideally include at least one member from each of the 12 departments. But more important, this core faculty would include individuals with a direct interest in active participation in the College's program of agricultural development in less-developed nations. One factor to be considered in selecting this core faculty would be their willingness to be candidates for long-term assignment on USAID projects.

Activities planned for the core faculty would include activity such as: 1) participating in a seminar series, developed and managed by the group, that would examine and discuss general issues in agricultural development in less-developed nations, and--more specifically--the role of holistic, interdisciplinary approaches for tackling these problems; 2) serving as the faculty liaison to their home academic department; 3) traveling to current project sites and to countries high on the College's priority list for potential projects for orientation to heighten their interest in being considered for a long-term assignment on these projects; 4) participating in extended language training in order to meet language level criteria for projects in French-speaking countries; and 5) assisting in the development of Penn State's response to "Requests for Proposals" from AID.

Group 3:

This group is designated as the "core back-up faculty." It would consist of some 25 to 30 faculty members (about 8 percent of the College of Agriculture faculty). The major purpose of this group are: 1) to provide a pool of replacements for the core faculty group; 2) to provide an organization structure for faculty with a definite interest in agricultural development assignments in less-developed nations but who have professional and/or personal responsibilities that will not permit them to accept a long-term assignment at the present time; 3) to provide a pool of candidates for short-term assignments; and 4) to ensure that each department has one, and preferably two, faculty members with an active interest in participating in the College's interdisciplinary agricultural development programs in less-developed nations.

This group would be allocated about 30 percent of the grant and matching funds reserved for this component of the Strengthening Grant proposal. This means a commitment of \$1,000 to \$1,500 per back-up core faculty member per year.

Standard program evaluation criteria and methods will be used to measure the level of performance for this component of the Strengthening Grant activity. Conditions expected to exist at the "end of the grant" will be measured against objective and subjective standards. From an overall evaluation perspective, it is the expectation that a completion of activities under this Strengthening Grant would enhance the University's present capability and interest in participating in agricultural and rural development projects in AID-assisted nations.

The Pennsylvania State University AID Strengthening Grant
 Estimated Budget Plan for Year 1^{1/}

GRANT FUNDS

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>
<u>Component 1</u>						
a) Course Development	1.1	\$ 3,392	\$ 1,153	\$ --	\$ 307	\$ 4,852
b) Int'l Minor	--	--	--	--	500	500
c) Thesis, on-campus	--	--	--	1,000	500	1,500
d) Thesis, off-campus	--	--	--	2,850	500	3,350
Total	1.1	\$ 3,392	\$ 1,153	\$ 3,850	\$ 1,807	\$ 10,202
<u>Component 2</u>						
a) French Instruction	7.3	\$14,214	\$ 3,937	\$ --	\$ --	\$ 18,151
b) Area Studies	0.7	1,866	634	--	--	2,500
c) Library/Misc.	--	--	--	--	2,650	2,650
Total	8.0	\$16,080	\$ 4,571	\$ --	\$ 2,650	\$ 23,301
<u>Component 3</u>						
a) Program Director	0.9	\$ 4,500	\$ 1,530	\$ --	\$ 484	\$ 6,514
b) Int'l Specialist	2.5	4,687	1,594	1,207	--	7,488
c) Secretary	1.9	1,900	646	--	--	2,546
Total	5.3	\$11,087	\$ 3,770	\$ 1,207	\$ 484	\$ 16,548

^{1/} See attached explanatory notes.

June 26, 1985

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>
<u>Component 4</u>						
a) College-wide	--	\$ --	\$ --	\$ --	\$ 4,800	\$ 4,800
b) Core Faculty	2.1	6,300	2,142	20,400	1,090	29,932
c) Back-up Core	0.9	2,700	918	11,000	599	15,217
Total	3.0	\$ 9,000	\$ 3,060	\$31,400	\$ 6,489	\$ 49,949
Grand Total	17.4	\$39,559	\$12,554	\$36,457	\$11,430	\$100,000

June 26, 1985

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MATCHING FUNDS

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>	<u>TOTAL Grant and Matching</u>
<u>Component 1</u>							
a) Course Development	2.5	\$ 7,708	\$ 2,621	\$ --	\$ 400	\$ 10,729	\$ 15,581
b) Int'l Minor	0.6	1,825	621	--	--	2,446	2,946
c) Thesis, on-campus	1.0	3,000	1,020	--	500	4,520	6,020
d) Thesis, off-campus	1.0	3,000	1,020	2,800	150	6,970	10,320
Total	5.1	\$15,533	\$ 5,282	\$ 2,800	\$ 1,050	\$ 24,665	\$ 34,867
<u>Component 2</u>							
a) French Instruction	--	--	--	--	--	--	\$ 18,151
b) Area Studies	--	--	--	--	--	--	2,500
c) Library/Misc.	--	--	--	--	--	--	2,650
Total	--	--	--	--	--	--	\$ 23,301
<u>Component 3</u>							
a) Program Director	1.9	\$ 9,500	\$ 3,230	\$ 1,200	\$ 478	\$ 14,408	\$ 20,922
b) Int'l Specialist	4.9	9,188	3,124	1,248	--	13,560	21,048
c) Secretary	3.8	3,800	1,292	--	--	5,092	7,638
Total	10.6	\$22,488	\$ 7,646	\$ 2,448	\$ 478	\$ 33,060	\$ 49,608

June 26, 1985

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>	<u>TOTAL Grant and Matching</u>
<u>Component 4</u>							
a) College-wide	--	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 4,800
b) Core Faculty	6.8	20,400	6,936	6,000	--	33,336	63,268
c) Back-up Core	2.9	8,700	2,958	--	--	11,658	26,875
Total	9.7	\$29,100	\$ 9,894	\$ 6,000	\$ --	\$ 44,994	\$ 94,943
Grand Total	25.4	\$67,121	\$22,822	\$11,248	\$ 1,528	\$102,719	\$202,719

June 26, 1985

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THE PENNSYLVANIA STATE UNIVERSITY

COLLEGE OF AGRICULTURE
240 AGRICULTURAL ADMINISTRATION BUILDING
UNIVERSITY PARK, PENNSYLVANIA 16802

International Agricultural Programs
Office of Director

Area Code 814
863-0249

August 15, 1985

Mr. Frank Bettucci
A/N Science and Technology Branch
Central Operations Division
Office of Contract Management
Agency for International Development
Washington, DC 20523

Dear Frank:

Following is the more detailed budget information we discussed for Components 1c and 1d of The Pennsylvania State University Strengthening Grant Proposal. If you have any questions, please call me at (814) 863-0249.

Component 1c, On-Campus Thesis Research

Two graduate students, selected on a competitive basis, will be provided limited support for the development of thesis research which focuses on an international agricultural development topic. The planned allocation of funds for each of the students would be as follows:

- a) Support of 0.5 month of faculty time (based on an average salary of \$36,000 per annum) for additional time required to assist in the designing and developing international agricultural thesis research based on materials not available on the Penn State Campus. \$1,500
- b) Fringe benefits to cover above salary at Penn State official rate of 34 percent. \$510
- c) Transportation to government offices in Washington, D.C. or to universities with special libraries (e.g., Harvard, Yale, Indiana) on topics selected. \$150
- d) Each student selected would be permitted to draw against a \$500 account for the purchase of data tapes, rent computer machine time for copying specialized data tapes, conducting electronic searches in libraries on relevant topics, etc. \$500

The total for this activity is \$3,010 per student or \$6,020 for the two students. Of this amount, \$1,500 would be from grant funds and \$4,520 from matching funds. Note that the graduate student would remain on his/her source of ongoing support (typically a graduate assistantship) and thus no salary/fringe included for the graduate student.

Mr. Frank Bettucci
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August 15, 1985

Component 1d, Off-campus Research

Two graduate students, selected on a competitive basis, will be provided support to conduct internationally oriented agricultural development research for their thesis at the location of an AID project being implemented by Penn State. The planned allocation for each student would be as follows:

- a) Support of 0.5 month of faculty time (based on an average salary of \$36,000 per annum) for additional time required to assist in designing and developing an international agricultural development thesis to be conducted at the site of an AID project. \$1,500
- b) Fringe benefits to cover the above salary at Penn State official rate of 34 percent. \$510 (Note: Explanatory notes to budget for year 1 indicates no fringe benefits. This is an error. The fringe benefits are shown as a matching expense in the budgets for year 1.)
- c) Transportation for graduate students to Swaziland or Zimbabwe to collect data for thesis. \$2,075
- d) A reduced per diem of \$30 per day for 25 days. \$750
- e) An amount of \$325 per student is reserved for other expenses such as passport, medical exam, and the purchase of research materials not available in the United States.

If the student's major professor accompanies the student to the international site, the funds for this activity would be charged to Component 4 of the Strengthening Grant.

The estimated amount of funds required to support each student is \$5,160 or \$10,320 for both students. Of this amount, \$3,350 would be from grant funds and \$6,970 from matching funds.

I hope this provides you with a bit more information on the intent of our program for these two subcomponents of our Strengthening Grant proposal. Again, please call if you would like further explanation. Thank you for your assistance.

Sincerely,

J. Dean Jansma
Assistant Dean & Director
International Agricultural Programs

JDJ/k1z

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Explanatory Notes
The Pennsylvania State University AID Strengthening Grant
Estimated Budget Plan for Year 1

Following are explanatory notes in support of the estimated budget plan for Year 1.

GRANT AND MATCHING FUNDS:

Component 1a, Course Development

Person Months: 30 percent of a professor's time (3.6) months would be allocated to the development of a new course in international agriculture for the initial year in which the course is offered. Of the 3.6 months assigned for the development of the course, 2.5 months is charged to matching funds and 1.1 months to grant funds.

Salary: The estimated salary of the professor developing these courses (one new course for each of the first four years of the grant) is \$37,000 for 12 months, or \$3,083 per month or \$3,392 for 1.1 months assigned to grant, and \$7,708 for the 2.5 months assigned to matching funds.

Fringe Benefits: Computed using the fixed rates of 34 percent applicable to Category I salaries (full-time employees) and 7.6% applicable to Category II salaries and wages (graduate assistants and wage payroll personnel) for any period between July 1, 1985 and June 30, 1986. If this proposal is funded, the rates quoted above shall, at the time of funding, be subjected to adjustment for any period subsequent to June 30, 1986 if superseding Government approved rates have been established, and such rates shall then become fixed for the period funded.

Travel: None

Other: Support in other category is for library reference materials, office supplies, communication services, and miscellaneous items.

Component 1b, International Minor

Person Months: A very small block of time, 0.6 months, is charged to matching funds. No time is charged to grant funds.

Salary: A faculty salary of \$36,500 for 12 months or \$3,042 per month is used in calculating an estimated charge of \$1,825 for 0.6 months.

Fringe Benefits: Calculated at 34% as described above in Component 1a.

Travel: None

Other: \$500 of support for committee developing international minor-- including paying a honoraria to visiting specialist from a university with major international agricultural program.

Component 1c, On-Campus Thesis Research

Person Months: 1.0 month support from matching funds (none from grant funds) for support of on-campus international research.

Salary: Average professor's salary of \$36,000 used in calculating salary for one month at \$3,000.

Fringe Benefits: Calculated at 34% as described above in Component 1a.

Travel: Domestic travel expense of \$1,000 to support travel of two graduate students working on international orientation research to locations such as Washington, D.C. for data or another university with specialized library facilities.

Other: Support of \$500 for other direct costs such as purchase of data tapes, library resources, and literature searches.

Component 1d, Off-Campus Thesis Research

Person Months: 1.0 month support from matching funds (none from grant funds) for support of off-campus international research.

Salary: Average salary of \$36,000 used in calculating salary for one month at \$3,000.

Fringe Benefits: None

Travel: Amount estimated to support international travel of two graduate students per year to collect data for dissertation research. The amount of the award may seem excessive, but transportation costs to the two areas of emphasis for Penn State (Sub-Saharan Africa and South Asia) are high. \$2,850 is charged to grant funds and \$2,800 to matching funds.

Other: Funds will be used for purchase of data tapes, literature searches and other research support materials.

Component 2

Note: No matching funds are shown for Component 2 in the estimated budgets at this time.

Component 2a, French Instruction

Person months: On the basis of a program developed by the Head of the Department of French, an estimated 7.3 person months of effort would be allocated in support of instruction in French. A total of 3.3 person months of time from two tenured faculty members (1.8 months and 1.5 months) and 4.0 person months of effort from an experienced teaching assistant is allocated to French instruction.

Salary: The annual equivalent salary for the faculty member teaching 1.8 months is \$38,800 or \$5,920 while the salary for the other faculty member is \$40,000 or \$5,000 for a 1.5 month period. The budget allocation for the graduate teaching assistant is based on annual wages of \$10,182 or \$3,394 for a four-month effort.

Fringe benefits: Calculated at 34% for the faculty members and 7.6% for graduate students as described in Component 1a. Faculty salary is \$10,820 at 34% for a total of \$3,679 and graduate assistant salary of \$3,394 at 7.6% or \$258 for a total fringe benefit of \$3,937.

Travel: None

Other: None

Component 2b, Area Studies

Person months: A total of 0.7 person months of faculty time is allocated for developing and coordinating the area studies minor.

Salary: The budget estimate is based on an annual salary of \$32,000 or \$1,866 for a 0.7 month period.

Fringe Benefits: Calculated at 3.1% as described in Component 1a above.

Travel: None

Other: None

Component 2c, Library/Misc.

Person months: None

Salary: None

Fringe Benefits: None

Travel: None

Other: An amount of \$530 is allocated for texts, special materials, and registration fees for the courses for an average enrollment of five faculty members per course for a total of \$2,650.

Component 3a, Program Director

Person Months: A total of 2.8 person months of effort will be allocated to the Strengthening Grant by the program director, with 0.9 months assigned to the grant and 1.9 months to matching funds.

Salary: The amount equal to 0.9 months of the Director's salary of \$60,000 is equal to \$4,500 in grant funds and \$9,500 in matching funds for 1.9 months.

Fringe Benefits: Calculated at 34% as described in Component 1a above.

Travel: Matching funds for domestic travel of \$1,200 in support of program objectives.

Other: Limited amount of support of program activities, including office supplies, materials, and communication services.

Component 3b, International Specialist

Person Months: A total of 7.4 person months of effort by an international specialist will be allocated to the project. Of this amount 2.5 months will be funded by the grant and 4.9 months by matching contribution.

Salary: The international specialist salary of \$22,500 is allocated for grant funds of 2.5 months as \$4,687 and 4.9 months of matching funds at \$9,188.

Fringe Benefits: Calculated at 34% of salary and described in Component 1a above.

Travel: A total of \$2,455 for travel in support of program objectives has been allocated with \$1,207 from grant and \$1,248 from matching.

Other: None

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Component 3c, Secretarial Support

Person Months: A total of 5.7 person months of secretarial support will be allocated to the project with one-third of the effort (1.9 person months) funded from grant funds and two-thirds (3.8 months) from matching funds.

Salary: The secretarial salary of \$12,000 per year results in a salary charge of \$1,900 to grant funds and \$3,800 to matching funds.

Fringe Benefits: Calculated at 34% as described in Component 1a above.

Travel: None

Other: None

Component 4a, College-wide Activity

Person Months: None

Salary: None

Fringe Benefits: None

Travel: None

Other: Amount is for honorarium for seminar speakers on international topic, for library and other reference materials of specific international interest, plus office supplies, materials, and communication services.

Component 4b, Core Faculty

Person Months: A total of 8.9 person months of faculty time is allocated to this key activity--with 2.1 person months allocated to the grant and 6.8 person months from matching funds.

Salary: An average faculty salary of \$36,000 per year was used in computing the salary amount for grant and matching funds.

Fringe Benefits: Calculated at 34% as described in Component 1a above.

Travel: A total of \$26,400 is allocated for core faculty travel with \$20,400 paid from grant funds and \$6,000 in matching funds. The estimated amount for grant funds was based on an estimated six international trips by core faculty with each trip based on following:

International Transportation:	\$2,500
Subsistence for 9 days @ \$65/day:	585
In-country Transportation @ \$35/day	315
Total per trip	\$3,400

Total for six trips is \$20,400. The \$6,000 from matching funds will be used for six domestic trips and includes transportation plus hotels, meals, etc.

Other: Expenses as a result of activities of core faculty including medical, passports, communication services, etc.

Component 4c, Back-up Core

Person Months: A total of 3.8 person months of effort will be furnished by the back-up core faculty with 0.9 person months charged to grant funds and 2.9 person months to matching funds.

Salary: Salary estimates based on average faculty salary of \$36,000 per year or \$3,000 per month.

Fringe Benefits: Calculated at 34% per year as described above in Component 1a.

Travel: The amount of \$11,000 will be used from grant funds to support travel for the back-up core faculty. This would include three international trips at \$3,400 each (see Component 4b above) and \$800 for domestic travel.

Other: The small amount in grant funds (\$599) will be used in support of expenses which are direct result of back-up core faculty activities.

Notes:

1) Source of matching contribution: The University is prepared to provide requested funds in support of this Strengthening Grant from non-federal sources. These matching funds will be verifiable from University records.

2) The detailed cost information provided by individual components is for planning purposes. Official University accounting system records expenditures by object class (e.g., salary, fringe benefits, domestic transportation, international transportation, subsistence, etc.). This information will be available for both grant funds and for matching funds.

3) University records are developed on a "percentage of effort" basis rather than as person-months of activity. Thus the information on person months is for planning purposes and the University's official report of personnel time will be on the "percentage of effort" basis.

The Pennsylvania State University AID Strengthening Grant
Estimated Budget Plan for Year 2*

GRANT FUNDS

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>
<u>Component 1</u>						
a) Course Development	1.5	\$ 4,766	\$ 1,620	\$ --	\$ 535	\$ 6,921
b) Int'l Minor	--	--	--	--	535	535
c) Thesis, on-campus	--	--	--	1,070	535	1,605
d) Thesis, off-campus	--	--	--	3,050	535	3,585
Total	1.5	\$ 4,766	\$ 1,620	\$ 4,120	\$ 2,140	\$ 12,646
<u>Component 2</u>						
a) French Instruction	6.3	\$18,751	\$ 6,375	\$ --	\$ --	\$ 25,126
b) Area Studies	0.9	2,555	869	--	--	3,424
c) Library/Misc.	--	--	--	--	2,150	2,150
Total	7.2	\$21,306	\$ 7,244	\$ --	\$ 2,150	\$ 30,700
<u>Component 3</u>						
a) Program Director	0.9	\$ 4,791	\$ 1,629	\$ --	\$ 535	\$ 6,955
b) Int'l Specialist	2.5	5,020	1,707	1,284	--	8,011
c) Secretary	1.9	2,045	695	--	--	2,740
Total	5.3	\$11,856	\$ 4,031	\$ 1,284	\$ 535	\$ 17,706

*The budget estimates for Year 2 were developed following guidelines and criteria used in preparing budget plans for Year 1 (see details in explanatory notes to budget for Year 1)..

June 21, 1985

A.C.

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>
<u>Component 4</u>						
a) College-wide	--	\$ --	\$ --	\$ --	\$ 2,500	\$ 2,500
b) Core Faculty	2.1	6,731	2,289	14,300	975	24,295
c) Back-up Core	0.9	2,876	978	7,700	599	12,153
Total	3.0	\$ 9,607	\$ 3,267	\$22,000	\$ 4,074	\$ 38,948
Grand Total	17.0	\$47,535	\$16,162	\$27,404	\$ 8,899	\$100,000

June 26, 1985

MATCHING FUNDS

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>	<u>TOTAL Grant and Matching</u>
<u>Component 1</u>							
a) Course Development	4.1	\$13,174	\$ 4,479	\$ --	\$ 430	\$ 18,083	\$ 25,004
b) Int'l Minor	0.6	1,955	665	--	--	2,620	3,155
c) Thesis, on-campus	1.0	3,194	1,086	--	535	4,815	6,420
d) Thesis, off-campus	1.0	3,194	1,086	2,996	160	7,436	11,021
Total	6.7	\$21,517	\$ 7,316	\$ 2,996	\$ 1,125	\$ 32,954	\$ 45,600
<u>Component 2</u>							
a) French Instruction	--	--	--	--	--	--	\$ 25,126
b) Area Studies	--	--	--	--	--	--	3,424
c) Library/Misc.	--	--	--	--	--	--	2,150
Total	--	--	--	--	--	--	\$ 30,700
<u>Component 3</u>							
a) Program Director	1.9	\$10,075	\$ 3,425	\$ 1,284	\$ 621	\$ 15,405	\$ 22,360
b) Int'l Specialist	4.9	9,869	3,356	1,284	--	14,509	22,520
c) Secretary	3.8	4,075	1,386	--	--	5,461	8,201
Total	10.6	\$24,019	\$ 8,167	\$ 2,568	\$ 621	\$ 35,375	\$ 53,081

June 26, 1985

Penn State Strengthening Grant

Year 2: Matching Funds

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>	<u>TOTAL Grant and Matching</u>
<u>Component 4</u>							
a) College-wide	--	\$ --	\$ --	\$ --	\$ 1,500	\$ 1,500	\$ 4,000
b) Core Faculty	6.8	21,885	7,440	6,420	625	36,370	60,665
c) Back-up Core	2.9	9,384	3,191	--	375	12,950	25,103
Total	9.7	\$31,269	\$10,631	\$ 6,420	\$ 2,500	\$ 50,820	\$ 89,768
Grand Total	27.0	\$76,805	\$26,114	\$11,984	\$ 4,246	\$119,149	\$219,149

June 26, 1985

**The Pennsylvania State University AID Strengthening Grant
Five-Year Budget Summary***

GRANT FUNDS

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>
<u>Component 1</u>						
a) Course Development	4.9	\$19,289	\$ 6,558	\$ --	\$ 1,913	\$ 27,760
b) Int'l Minor	--	--	--	--	3,200	3,200
c) Thesis, on-campus	--	--	--	3,794	3,200	6,994
d) Thesis, off-campus	--	--	--	10,811	3,200	14,011
Total	4.9	\$19,289	\$ 6,558	\$14,605	\$11,513	\$ 51,965
<u>Component 2</u>						
a) French Instruction	22.6	\$62,336	\$20,973	\$ --	\$ 750	\$ 84,059
b) Area Studies	2.1	8,345	2,836	--	--	11,181
c) Library/Misc.	--	--	--	--	16,000	16,000
Total	24.7	\$70,681	\$23,809	\$ --	\$16,750	\$111,240
<u>Component 3</u>						
a) Program Director	4.5	\$25,772	\$ 8,763	\$ --	\$ 2,859	\$ 37,394
b) Int'l Specialist	12.5	26,977	9,172	6,908	--	43,057
c) Secretary	9.5	10,980	3,733	--	--	14,713
Total	26.5	\$63,729	\$21,668	\$ 6,908	\$ 2,859	\$ 95,164

*The budget estimates for the Five-Year Summar were developed following guidelines and criteria used in preparing the budget plans for Year 1 (see details in explanatory notes to budget for Year 1).

June 26, 1985

Penn State Strengthening Grant

Five-Year Summary: Grant Funds

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>
<u>Component 4</u>						
a) College-wide	--	\$ --	\$ --	\$ --	\$16,750	\$ 16,750
b) Core Faculty	10.5	36,192	12,306	97,280	3,829	149,607
c) Back-up Core	4.5	15,464	5,258	52,420	2,132	75,274
Total	15.0	\$51,656	\$17,564	\$149,700	\$22,711	\$241,631
Grand Total	71.1	\$205,355	\$69,599	\$171,213	\$53,833	\$500,000

June 26, 1985

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MATCHING FUNDS

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>	<u>TOTAL Grant and Matching</u>
<u>Component 1</u>							
a) Course Development	12.5	\$44,483	\$15,124	\$ --	\$ 1,721	\$ 61,328	\$ 89,088
b) Int'l Minor	3.0	10,805	3,674	--	--	14,479	17,679
c) Thesis, on-campus	5.0	17,666	6,007	--	2,365	26,038	33,032
d) Thesis, off-campus	5.0	17,666	6,007	5,796	710	30,179	44,190
Total	25.5	\$90,620	\$30,812	\$ 5,796	\$ 4,796	\$132,024	\$183,989
<u>Component 2</u>							
a) French Instruction	--	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 84,059
b) Area Studies	--	--	--	--	--	--	11,181
c) Library/Misc.	--	--	--	--	--	--	16,000
Total	--	\$ --	\$ --	\$ --	\$ --	\$ --	\$111,240
<u>Component 3</u>							
a) Program Director	9.5	\$54,174	\$18,419	\$ 6,901	\$ 3,234	\$ 82,728	\$120,122
b) Int'l Specialist	24.5	53,011	18,024	6,949	--	77,984	121,041
c) Secretary	19.0	21,949	7,461	--	--	29,410	44,123
Total	53.0	\$129,134	\$43,904	\$13,850	\$ 3,234	\$190,122	\$285,286

June 26, 1985

Penn State Strengthening Grant

Five-Year Summary: Matching Funds

	<u>Person Months</u>	<u>Salary \$</u>	<u>Fringe Benefits</u>	<u>Travel</u>	<u>Other</u>	<u>Total</u>	<u>TOTAL Grant and Matching</u>
<u>Component 4</u>							
a) College-wide	--	\$ --	\$ --	\$ --	\$ 7,215	\$ 7,215	\$ 23,965
b) Core Faculty	34.0	117,562	39,971	34,504	3,006	195,043	344,650
c) Back-up Core	14.5	50,366	17,126	--	1,804	69,296	144,570
Total	48.5	\$167,928	\$57,097	\$34,504	\$12,025	\$271,554	\$513,185
Grand Total	127.0	\$387,682	\$131,813	\$54,150	\$20,055	\$593,700	\$1,093,700

June 26, 1985

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

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—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 bases(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-

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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 assign 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-

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

(ii) 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.

(ii) 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

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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, on 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 (collected 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*

(i) *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. 20522, prior to shipment.

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

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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)(ii) 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)(ii)(A) or (d)(ii)(B) above. In the case of corporations, the certifying officer shall be the corporate secretary. With respect to the requirements of subparagraph (d)(ii)(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

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 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."

November 1984 Attachment to
AID Forms 1420-51 and -52

ALTERATIONS IN GRANT

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

1. Standard Provision No. 7A entitled "Payment - Federal Reserve Letter of Credit (FRLC) Advance" is deleted in its entirety and Attachment A entitled "Payment - Letter of Credit (August 1984)" is substituted.
2. Standard Provision No. 7B entitled "Periodic Advance" is changed as follows:
 - a. Applicability Statement: Delete "an FRLC" and substitute "a letter of credit".
 - b. Paragraph (c): Delete "an original and two copies" and substitute "one copy".
3. Standard Provision No. 7C entitled, "Payment - Reimbursement": In the applicability statement, delete "an FRLC" and substitute "a letter of credit".
4. Standard Provision No. 8, entitled "Travel and Transportation", is deleted in its entirety and Attachment B entitled "Air Travel and Transportation" is substituted.
5. Standard Provision No. 9, entitled "Ocean Shipment Of Goods" is deleted in its entirety and Attachment C, entitled the same, is substituted.
6. Standard Provision No. 10A, entitled "Procurement of Goods and Services Under \$250,000": Delete paragraph (c) and substitute the following:

"(c) Geographic Source and Order of Preference

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

- (1) The United States (AID Geographic Code 000),
- (2) The cooperating country,

11. Standard Provision No. 17, entitled "Prohibition on Abortion-Related Activities":

a. Delete the applicability statement and substitute the following: "(This provision is applicable to all grants involving any aspect of family planning or population activities.)"

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

c. Delete paragraph (b) and substitute the following:

"(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."

d. Add paragraph (c) as follows:

"(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."

12. Standard Provision No. 20, entitled "Patents", is deleted in its entirety and Attachment E, entitled "Patent Rights", is substituted.

13. Standard Provisions No. 26 and 27 entitled, "Participant Training" and "Health and Accident Coverage for AID Participant Trainees", respectively, are deleted in their entirety and Attachment F, entitled "Participant Training", is substituted.

7A. Payment - Letter of Credit (AUGUST 1984)

(This provision is applicable only 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 for 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 standards 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) Payment under this grant shall be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by AID's Office of Financial Management, Program Accounting and Finance Division (M/PM/PAPD).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/PM/PAPD constitute payment conditions of this grant, superseding and taking precedence over any other provision of this grant concerning payment.

(c) 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 to AID/M/PM/PAPD, Washington, D.C. 20523. 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 to M/PM/PAPD. 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 M/PM/PAPD, AID/Washington.

(2) The grantee shall submit in original and one copy of SF-272, "Federal Cash Transactions Report," within 15 working days following the end of each quarter to M/PM/PAPD. Grantees receiving advances totaling more than \$1 million per year shall submit the SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report all cash advances in the Remarks section of SF-272. 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) Revocation of the LOC is at the discretion of the authorized LOC certifying officer of M/PM/PAPD after consultation with the grant officer. Notification of revocation must be in writing and must specify the reason for revocation. PM/PAPD shall provide the grant officer a copy of the revocation notice and a recommendation for an alternative method of payment (periodic advance or cost reimbursement) based upon the reasons for the revocation. The grant officer shall immediately amend this agreement to provide for an appropriate alternative method of payment. The recipient may appeal any such revocation to the grant officer.

8. AIR TRAVEL AND TRANSPORTATION (OCTOBER 1984)

(This provision is applicable when any costs for air travel or transportation are included in the budget).

(a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, not in no event at least three weeks before travel is planned to commence. At least one week prior to commencement of approved international travel, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer, of planned travel, identifying the travelers and the dates and times of arrival.

(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, AID will, after receipt of advice of intent to travel required above, either issue a U.S. Government S.F. 1169, 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 air travel and shipments under this grant are required to be made on United States flag air carriers to the extent service by such carriers is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the United States and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier otherwise available cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) U.S. flag air carrier service is considered available even though:

1. Comparable or a different kind of service can be provided at less cost by a foreign air carrier;

2. Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

3. Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

(f) Except as provided in paragraph (b) of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the United States being performed by foreign air carrier:

1. U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;

2. Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or

3. Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.

(g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks enroute to the U.S. or at which he first debarks incident to travel from the U.S.), passenger service by U.S. flag air carrier will not be considered available:

1. Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier;

2. Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the United States would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the United States the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:

1. If travel by foreign air carrier would eliminate two or more aircraft changes enroute;

2. Where one of the two points abroad is the gateway airport (as defined in paragraph (g) of this section) enroute to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

3. Where the travel is not part of a trip to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.

(i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above-guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.

(k) 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 above).

(1) International Travel

(i) As used herein, the term "international travel" means travel to all countries other than those within the home country of the traveler. Travel outside the United States includes travel to the U.S. Trust Territories of the Pacific Islands.

(ii) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance is the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the grant officer.

(m) This provision will be included in all subgrants and contracts which require air travel and transportation under this grant.

9. OCEAN SHIPMENT OF GOODS (OCTOBER 1984)

(This provision is applicable when goods purchased with funds provided under this grant are transported to cooperating countries on ocean vessels).

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

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean 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 determination of non-availability from the AID Transportation Support Division, Office of Commodity Management, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

(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 U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, D.C. 20590, and that such bills of lading state all of the carrier's charges including the bases for calculation such as weight or cubic measurement."

(e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies (22 CFR 202).

Procurement of Goods and Services Over \$250,000

"(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."

13. PATENT RIGHTS (OCTOBER 1984)

(This provision is applicable whenever patentable processes or practices are financed by the grant).

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 recipient conceived or first actually reduced to practice in the performance of work under this agreement.

(3) "Practical Application" means to manufacture in the case of a composition of 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 domestic small business concern as defined in Section 2 of Public Law 95-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-6 and 13 CFR 121.3-12, respectively, shall be used.

(6) "Nonprofit Organization" means a domestic 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 U.S.C. 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any domestic nonprofit scientific or any educational organization qualified under a state nonprofit organization statute.

b. Allocation of Principal Rights.

The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the recipient 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.

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

(1) The recipient shall disclose each subject invention to AID within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. The disclosure to AID shall be in the form of a written report and shall identify the agreement 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, operation, and 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 recipient shall 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 recipient.

(2) The recipient shall elect in writing whether or not to retain title to any such invention by notifying AID within twelve months of disclosure to the recipient, 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 of 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 recipient shall 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 recipient shall 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 was 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.

The recipient shall convey to AID upon written request, title to any subject invention:

(1) If the recipient fails to disclose or elect the subject invention within the times specified in c. above, or elects not to retain title. AID may only request title within sixty days after learning of the recipient's failure to report or elect within the specified times.

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

(3) In any country in which the recipient 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 Recipient.

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

(2) The recipient'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 and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to seek 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 recipient, 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 shall furnish the recipient written notice of its intention to revoke or modify the license, and the recipient shall be allowed thirty days (or such other time as may be authorized by AID) for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable agency licensing regulations (if any) and the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Recipient Action to Protect the Government's Interest.

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

(2) The recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the recipient each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph c. above, 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) above. The recipient 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 recipient shall 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 30 days before the expiration of the response period required by the relevant patent office.

(4) The recipient 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 agreement awarded by AID). The Government has certain rights in this invention."

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26. PARTICIPANT TRAINING (OCTOBER 1984)

(This provision is applicable when any participant training is financed under the grant).

(a) Definitions:

1. Participant training is the training of any non-U.S. individual outside of his or her home country using AID funds or under AID sponsorship.

2. A participant is any non-U.S. individual being trained under this grant outside of his or her home country.

(b) Application of Handbook 10:

Participant training under this grant is to be conducted according to the policies established in AID Handbook 10, Participant Training, except to the extent that specific exceptions to Handbook 10 have been provided in this grant with the concurrence of the Office of International Training. (Handbook 10 may be obtained by submitting a request to the Office of International Training (S&T/IT), Agency for International Development, Washington, D.C. 20523.)

(c) Reporting Requirement

For participants trained in the United States, data shall be submitted by means of the form AID 1381-4, "Participant Data", simultaneously with enrollment in the Health and Accident Coverage Program (see Section (d) below). For participants trained in third countries, grantees shall submit to S&T/IT only the top white sheet of the Participant Data form (and blue copies if subsequent changes in the participant's training program are made). Copies of the Participant Data form may be obtained from the Office of International Training at the address indicated in Section (b) above.

(d) Health and Accident Coverage (HAC) Program For Training Within The United States

The grantee shall enroll all participants training in the United States in AID's HAC Program.

1. The HAC Program enables the participant, or the provider of medical services, to submit bills for medical costs resulting from illness and accident to the HAC Claims Office which pays all reasonable and necessary medical charges for covered services not otherwise covered by other insurance programs (see paragraph 5 below), in accordance with the standard coverage established by AID under the HAC Program.

2. The grantee shall, as early as possible and no later than the initiation of travel to the United States by each participant financed by AID under this grant, fill out form AID 1381-4 entitled "Participant Data" and mail it to the addressees indicated on the back of the form. The grantee can obtain a supply of these forms and instructions for completing them from the Office of International Training at the address indicated in section (b) above.

3. Enrollment fees shall be submitted, thirty days prior to the beginning of each new enrollment period. The current enrollment fee amount shall be obtained from the address indicated in section (b) above. Payments will be made via check made payable to A.I.D. and submitted to:

Agency for International Development
Office of Financial Development
Central Accounting Division-Cashier (FM/CAD)
Washington, D.C. 205023

(a) The enrollment fee shall be accompanied by a letter which lists the names of the enrollees identical to that on the Participant Data Form, period of coverage, fee amount paid, grant number, and the U.S. Government appropriation number as shown on the grant.

(b) The enrollment fees shall be calculated on the basis of fixed rates per participant per each 30 day period. The enrollment fees may not be prorated for fractional periods of less than 30 days and should cover the current training period for which funds are obligated under the grant.

4. The grantee shall assure that enrollment begins immediately upon the participant's departure for the United States for the purpose of participating in a training program financed or sponsored by AID, and that enrollment continues in full force and effect until the participant returns to his or her country of origin or is released from AID's responsibility, whichever occurs first.

5. The grantee shall provide each participant with a copy of the HAC brochure, copies of which are available from S&T/IT at the address indicated in section (b) above.

6. If the grantee has a mandatory, nonwaivable health and accident insurance program for participants, 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. However, 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 HAC Program. In addition, a copy of the mandatory insurance policy must be forwarded to the HAC Claims Office.

7. Medical costs not covered by the grantee's health service program or mandatory, nonwaivable health and accident insurance program, or AID's HAC Program shall not be reimbursable under this grant unless specific written approval from the grant officer has been obtained.

STANDARD PROVISION NO. 35, COST SHARING/MATCHING (APRIL 1985)

(This provision is applicable when the recipient is required to cost share or provide a matching share).

(a) For each year (or funding period) under this grant, the grantee agrees to expend from non-Federal funds an amount at least equal to the percentage of the total expenditures under this grant specified in the schedule of the grant. The Schedule of this grant may also contain restrictions on the application of cost sharing/matching funds. The schedule takes precedence over the terms of this provision.

(b) Eligibility of non-Federal funds applied to satisfy cost sharing/matching requirements under this grant are set forth below:

1. Charges incurred by the grantee as project costs. Not all charges require cash outlays by the grantee during the project period; examples are depreciation and use charges for buildings and equipment.

2. Project costs financed with cash contributed or donated to the grantee by other non-Federal public agencies and institutions, and private organizations and individuals, and

3. Project costs represented by services and real and personal property, or use thereof, donated by other non-Federal public agencies and institutions, and private organizations and individuals.

(c) All contributions, both cash and in-kind, shall be accepted as part of the grantee's cost sharing and matching when such contributions meet all of the following criteria:

1. Are verifiable from the grantee's records;

2. Are not included as contributions for any other Federally assisted program;

3. Are necessary and reasonable for proper and efficient accomplishment of project objectives;

4. Are types of charges that would be allowable under the applicable Federal cost principles;

5. Are not paid by the Federal Government under another grant or agreement (unless the grant or agreement is authorized by Federal law to be used for cost sharing or matching);

6. Are provided for in the approved budget when required by AID; and

7. Conform to other provisions of this paragraph.

(d) Values for grantee in-kind contributions will be established in accordance with the applicable Federal cost principles.

(e) Specific procedures for the grantee in establishing the value of in-kind contributions from non-Federal third parties are set forth below:

1. Valuation of volunteer services. Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program.

(i) Rates for volunteer services. Rates for volunteers should be consistent with those paid for similar work in the grantee's organization. In those instances in which the required skills are not found in the grantee's organization, rates should be consistent with those paid for similar work in the labor market in which the grantee competes for the kind of services involved.

(ii) Volunteers employed by other organizations. When an employer other than the grantee furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs) provided these services are of the same skill for which the employee is normally paid.

2. Valuation of donated expendable personal property. Donated expendable personal property includes such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost/matching share should be reasonable and should not exceed the market value of the property at the time of the donation.

3. Valuation of donated nonexpendable personal property, buildings, and land or use thereof.

(i) The method used for charging cost sharing or matching for donated nonexpendable personal property, buildings and land may differ according to the purpose of the grant as follows:

a. If the purpose of the grant is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.

b. If the purpose of the grant is to support activities that require the use of equipment, buildings, or land, depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for land may be allowed provided that AID has approved the charges.

(ii) The value of donated property will be determined in accordance with the usual accounting policies of the grantee with the following qualifications:

a. Land and buildings. The value of donated land and buildings may not exceed its fair market value, at the time of donation to the grantee as established by an independent appraiser; and certified by a responsible official of the grantee.

b. Nonexpendable personal property. The value of donated nonexpendable personal property shall not exceed the fair market value of equipment and property of the same age and condition at the time of donation.

c. Use of space. The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

d. Borrowed equipment. The value of borrowed equipment shall not exceed its fair rental value.

(f) The following requirements pertain to the grantee's supporting records for in-kind contributions from non-Federal third parties.

1. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee for its employees.

2. The basis for determining the valuation for personal services, material, equipment, buildings and land must be documented.

(g) Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon percentage set forth in the schedule of the grant.

(h) If at the end of any year (or funding period) hereunder, the grantee has expended an amount of non-Federal funds less than the agreed upon percentage of total expenditures, the difference may be applied to reduce the amount of AID funding the following year (or funding period), or, if this grant has expired or been terminated, the difference shall be refunded to AID.

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AID 1350-1 (10-79) PIO/T	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1. Cooperating Country Worldwide	Page 1 of 2 pages
		2. PIO/T No. 536-1330	3. <input type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title 931-1282 Title XII University Strengthening Grant Pennsylvania State University	

DISTRIBUTION	5. Appropriation Symbol 72-1151021.3		6. Allotment Symbol and Charge DDAA-85-13500-AG11 (543-36-099-20-51)		
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.) 90-06-30		
	9. Authorized Agent SER/CM/COD		10. This PIO/T is in full conformance with PRO/AG A.M. signed by S&T Date 4/30/85		
	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)	
	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
					100,000
	B. U.S.-Owned Local Currency				

13. Mission References	14a. Instructions to Authorized Agent <p>The Contracts Office is requested and authorized to award a Title XII Strengthening Grant (Matching) to Pennsylvania State University in general accordance with the VOUCHER IDENTIFICATION: In each instance of Voucher (SF-1034) submission for payment hereunder, the following identification data must appear on the face of the voucher:</p> <p>Grant Number: DAA-1350-85-5137-13 Project Number: 931-1282 Project Office: S&T/RUR Obligation Number: 5361330</p>
	14b. Address of Voucher Paying Office Agency for International Development FM/PAD, SA-12 Washington, D.C. 2-523

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 Curtis H. Barker, ST/RUR	Phone No. Date 5/9/85	B. The statement of work lies within the purview of the initiating and approved agency programs Erven J. Long, ST/RUR	Date 5/9/85
C. Garland L. Standrod, ST/PO	Date 5/9/85	D. Funds reserved by _____ R Hemphill	
E. _____	Date	F. _____ Richard Hemphill	

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

17. For the Agency for International Development
WAZASD
Signature: **Robert Meehan** Date: **10 May 85**
Title: **Robert Meehan, Chief, ST/PO/PR**