

PDFAR006

CONTRACT

CONTRACT/AGREEMENT
DATA SHEET

B 0264

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

2. Date PIO/T Received:

/ /

#

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

3. Contract/Agreement Number: <i>HSH-1361-G-SS-3103-00</i>		5. Organization Symbol:	
4. Contractor/Recipient Name: <i>Diryot Bely Jerusalem</i>		8. Organization Symbol: <i>FVA/ASHA</i>	
6. Project Title: <i>American College of Bely</i>			
7. Project Officer's Name: <i>Lee Knutson</i>			
9. Requisitioning Document ID No: <i>Asha 390</i>		19. Budget Plan Code: <i>n/a</i>	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award <input checked="" type="checkbox"/> A		20. Country or Region of Performance: <i>Israel</i>	
11. Amount of this PIO/T: U.S. \$ _____		21. a. This Action Increases TEC by \$ _____ b. Total Est. Cost of Contractual Document \$ _____	
12. Amount Obligated/ Subobligated/ Deobligated by this Action: U.S. \$ <i>500,000</i>		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ _____	
13. Cumulative Obligation: U.S. \$ _____		23. Effective Date of this Action: <i>9/6/85</i>	
14. This Action Funded Through: <i>9/30/87</i>		24. Estimated Completion/Expiration Date: <i>9/30/87</i>	
15. Date Contractual Documents Signed by AID Official: <i>9/6/85</i>		25. Contractor DUNS Number: _____	
16. Incrementally Funded Contract: /		26. Consultant Type Award: /	
17. Host Country/ Counterpart Inst.: (Univ. Contracts) /		27. Number of Person Months: (PASA/RSSA only) /	
18. Campus Coordinator: (Univ. Contracts) /		28. Number of Persons: (PASA/RSSA only) /	
29. Negotiator's Typed Name: /		30. Negotiator's Signature: <i>Lee Knutson</i>	
31. Date Signed: / /		32. Contract/Grant Officer's Organization Symbol: <i>FVA/ASHA</i>	
33. Contract/Grant Officer's Signature: <i>Lee Knutson</i>		34. Date Signed: <i>9/11/85</i>	

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

35. SELECTION PROCEDURES: A. Formally Advertised B. Negotiated Price Competition, General Procedure C. A&E D. Ed. Inst. and/or Int'l. Research E. Collaborative Assistance F. Predominant Capability G. <input checked="" type="radio"/> Unsolicited Proposal H. Procurement to be Performed by the Contractor in Person I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection L. <input checked="" type="radio"/> Grant/Cooperative Agreement M. Competitive N. Noncompetitive O. Small Business Set Aside P. Overseas Procuring Activities		<input checked="" type="checkbox"/> n/a	
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STAT Section
OCT 08 1985
ENTERED

36. CONTRACT TYPE: A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) C. IQC & Requirements Contracts D. Other	45. LABOR SURPLUS AREA PREFERENCE: <input checked="" type="checkbox"/> 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 C. Advance FRLC	46. Number of Bidders Offering Items or Services of Foreign Content:
38. SUBJECT TO STATUTORY REQUIREMENT: A. Walsh-Healey Act, Manufacturer* B. Walsh-Healey Act, Regular Dealer* C. Service Contract Act (U.S. ONLY – Guards, Maintenance, Laborers) D. Davis-Bacon Act (Construction) E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts) * Equipment, Supplies, Materials, and Commodities	47. TYPE OF BUSINESS: <input checked="" type="checkbox"/> A. Source: Non-U.S. and Used Outside U.S. & Possessions <input type="checkbox"/> B. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q) <input type="checkbox"/> C. Firm – Profit Making & PSC's <input checked="" type="checkbox"/> Non-Profit Organizations <input type="checkbox"/> D. Private Educational Organizations <input type="checkbox"/> E. Hospitals <input type="checkbox"/> F. Research Institutions, Foundations, and Laboratories <input type="checkbox"/> G. Other <input checked="" type="checkbox"/> Private Voluntary Organizations <input type="checkbox"/> H. U.S. Registered <input type="checkbox"/> I. U.S. Non-Registered <input type="checkbox"/> J. Foreign <input checked="" type="checkbox"/> State/Local Government <input type="checkbox"/> K. Educational Institutions <input type="checkbox"/> L. Hospitals <input type="checkbox"/> M. Research Organizations <input type="checkbox"/> N. Other <input type="checkbox"/> O. International Agricultural Research Organizations <input type="checkbox"/> P. Public International Organizations <input type="checkbox"/> Q. U.S. Cooperatives
39. Country of Manufacture (Specify) _____	
40. CURRENCY INDICATOR: A. U.S. Dollar B. Local Currency C. Combination D. Unfunded	
41. SUBCONTRACTS: Is there a Provision for a Subcontract? (Contracts only)	
42. TYPE SERVICE: A. Training of Participants B. Technical Assistance to Host Country (Program, Project related except A&E Services) C. A&E Services D. Construction E. Research F. Technical Services to AID (other than training; usually operating expense) G. Training Service for AID H. Equipment, Materials, Supplies, Commodities I. Translation Service	
43. CONTRACT/AGREEMENT SOURCE: A. U.S. Contractor/Grantee B. Non-U.S. Contractor/Grantee C. Combination of A & B	48. Women Owned Business?
44. TYPE OF AMERICAN OWNERSHIP: <input checked="" type="checkbox"/> Minority A. Asian/Pacific Islander B. Black American C. American Aleuts or Eskimos D. American Indian E. Hispanic F. Other (Specify) _____ G. Non-Minority	49. TYPE AWARD: <input checked="" type="checkbox"/> Small Business A. Not Set Aside B. Partial Set Aside C. Total Set Aside <input type="checkbox"/> D. Personal Service Contract <input type="checkbox"/> E. Individual Non-Personal Service Contract <input type="checkbox"/> F. U.S. Government <input type="checkbox"/> G. University <input type="checkbox"/> H. Other Non-Profit Organizations <input type="checkbox"/> I. Large Businesses
	50. Paying Office: Payment will be made by <u>AID/Israel</u>

GRANT
BY THE
UNITED STATES OF AMERICA
TO
KIRYAT BELZ JERUSALEM
FOR
AMERICAN COLLEGE OF BELZ IN JERUSALEM

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.") makes a grant of Five Hundred Thousand Dollars (\$500,000) to Kiryat Belz Jerusalem, (hereinafter referred to as "Grantee") to be used solely for the benefit of American College of Belz in Jerusalem, located in Jerusalem, Israel, in accordance with and subject to the terms and conditions set forth in the Appendices attached and made part of this grant, as follows: Appendix A, Special Provisions, and Appendix B, General Provisions: (1) Procurement of Professional Services, (2) Procurement of Construction Services, (3) Procurement of Commodities, (5a) Disbursement Procedures for Actual and Accrued Expenses, (6) Administrative and Other Provisions.

This grant is to cover authorized expenditures incurred from date of execution of this grant and ending September 30, 1987.

Agency for International Development

By

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

Date

SEP 6 1985

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

Kiryat Belz Jerusalem
4814 16th Street
Brooklyn, NY 11204

By

Peysach Lemberger
Title Peysach Lemberger, Asst. Dir.

HSH-1361-G-SS-~~103~~-00
Grant No. AID/ASHA 390

Project No. 938-1361-5385036

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

Appropriation No. 72-1151013

APPENDIX A
SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

1. Pursuant to Section 214 of the Foreign Assistance Act of 1961, as amended, assistance is authorized to schools outside the United States, founded or sponsored by United States citizens and serving as study and demonstration centers for ideas and practices of the United States.

2. Grantee, a non-profit corporation, organized and existing under the laws of the State of New York for the purpose of providing management and financial support for the American College of Belz in Jerusalem.

3. The College, which is not yet in operation will provide a curriculum offering courses in the humanities, social sciences, life sciences, computer technology and related home economics and vocational skills development. English will be the principal language of instruction and the majority of the faculty will be U.S. citizens or nationals who have been educated in the U.S.

4. For FY 1985 Grantee has requested assistance to help construct a facility to house the College. A.I.D. has determined that \$500,000 should be provided for this purpose on a multiple matching basis.

ARTICLE II - AUTHORIZED EXPENDITURES

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

Procurement of professional services, construction services and commodities to help construct classrooms, science laboratories, vocational shops and support facilities for a secondary school and a teacher training institute of approximately 6885 square meters. Commodity related services such as shipping, insurance and installation may be charged to the grant.

ARTICLE III - OTHER SPECIAL PROVISIONS

1. Conditions Precedent to Disbursement of Funds

Funds provided by this grant shall not be disbursed until Grantee certifies to A.I.D. in writing that:

a) Funds required to construct the facilities in ARTICLE II above in excess of those provided by this grant have been raised from sources other than the Government of the United States, and

b) Grantee and or the American College of Belz has already expended its own funds from sources other than the Governments of Israel or the United States in an amount equal to twice that provided by this grant to achieve the purposes of Article II above.

2. Local Currency Budget

Grantee will provide A.I.D. a project budget in local currency within 60 days of signing the grant and upon each subsequent revision to the project budget thereafter.

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3. Prohibition Regarding Foreign Taxes

No funds provided by this grant shall be used to pay any value added tax, import tax or duties on commodities imported into Israel for this project.

4. Review of Architectural-Engineering Work

In addition to the requirements of Appendix B(2), Grantee shall submit architectural plans, specifications and an updated cost estimated in both dollars and local currency for A.I.D. review at approximately the 25 to 30 percent level of design completion.

5. Additional Costs

Grantee agrees that the costs for completion of the facilities in Article II in excess of the amount provided by this grant will be from sources other than the Government of the United States of America.

PROCUREMENT OF PROFESSIONAL SERVICES

A. Definition; Place of Procurement

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

B. Method of Procurement

1. Selection of Professional Services Firm

When professional services are to be financed by AID, the following procedures shall apply:

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

(b) For procurement of services in the country in which Grantee is located, Grantee shall obtain expressions of interest and proposals from firms in accordance with local law and practice. Grantee shall negotiate a proposed contract with the firm Grantee determines to be best qualified, taking into account cost and quality of technical proposal.

2. Qualifications and Contract

Whether or not professional services are to be financed by AID, Grantee shall submit to AID the names of the firms from whom Grantee obtained proposals and the reasons for selecting the firm chosen. The qualifications of the firm selected shall be submitted to AID for

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Procurement of Professional Services

- 2 -

approval on SF 254, Architect-Engineer and Related Services Questionnaire, or SF 255, Architect-Engineer and Related Services Questionnaire for Specific Project, as appropriate.

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

PROCUREMENT OF CONSTRUCTION SERVICES

A. General

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

B. Place of Procurement

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

C. Method of Procurement

1. Selection of Firms to Bid

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

2. AID Approval Prior to Bidding

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

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

3. AID Approval Prior to Construction

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

D. Marking Requirements

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

PROCUREMENT OF COMMODITIES

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

A. Place of Procurement

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

1. Procurement in the United States

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

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

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

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

B. U.S. Carriers

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

C. Quotations and Bids

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

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

D. Proprietary Procurement

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

E. Notification to AID

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

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

F. AID Financed Export Opportunities Bulletin

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

G. Marking Requirements

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

H. Procurement Documentation

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

DISBURSEMENT PROCEDURES

Disbursement for Actual and Accrued Expenses

Except as otherwise provided in Appendix A, Special Provisions, or by AID in writing, the disbursement of grant funds shall be in accordance with the following terms and procedures.

A. Disbursement Terms

1. Disbursement for Actual and Accrued Costs

Funds shall be disbursed to the Grantee for actual and accrued United States dollar and local currency expenses as authorized in Appendix A of this grant.

2. Accrued Costs

Any accrual of costs by the Grantee for which disbursement is requested pursuant to paragraph B, below, shall be undertaken in accordance with the following guidelines. Accruing costs permits Grantee to request disbursement for expenses incurred for a given period although such expenses may not have been actually paid in cash. As applicable, costs of professional services and/or construction services shall be considered to accrue as a contractor performs his work and materials are delivered to the work site, irrespective of whether the contractor has submitted his bill for such services and/or materials. Accordingly, the cost of work performed and/or materials delivered may be estimated and Grantee may request disbursement by AID for such accrued costs. Any "first payment" provision or construction "start-up costs" provided for in a contract, and within the authorized expenditures of the grant, shall be considered to accrue upon AID's approval of the contract.

Expenditures for commodities, including books and periodicals, shall be considered to accrue upon delivery of the commodities, or receipt of the bill, whichever is earliest. For commodities procured in the United States, delivery occurs when Grantee, or Grantee's contractor, takes title, typically in the U.S. when the commodities are delivered for shipment overseas.

3. Conversion of Dollars to Local Currency

Grantee is authorized to convert United States dollars to local currency. Such conversions shall be made by, or under arrangements and at rates approved by, a United States Disbursing Officer at the AID Mission, American Embassy, or Consulate in the country where Grantee's institution is located.

4. Restriction on Interest

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

5. Records of Grant Financed Expenditures

Grantee's records and books of account shall be maintained in such a manner that expenditures financed by this grant may be readily identified.

B. Method of Disbursement

1. Requesting Payment

To obtain disbursement for authorized expenditures, the Grantee or his authorized agent shall request payment, typically not more frequently than once each month, from the Office of Financial Management (FM/PAD), AID, Washington, D. C. 20523. Requests for payment shall include the documentation (voucher, expenditure report, and certification) set forth below.

5. Records of Grant Financed Expenditures

Grantee's records and books of account shall be maintained in such a manner that expenditures financed by this grant may be readily identified.

B. Method of Disbursement

1. Requesting Payment

To obtain disbursement for authorized expenditures, the Grantee or his authorized agent shall request payment, typically not more frequently than once each month, from the A.I.D. Mission Controller or, if there is no A.I.D. Mission in the country where Grantee's institution is located, from the American Embassy. Requests for payment shall include the documentation (voucher, expenditure report and certification) set forth below.

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

3. Voucher

Grantee shall submit Voucher Form 1034 (original) and three copies of SF 1034 (a), properly executed, to show the amount of expenditures during the period for which disbursement is requested.

"The undersigned hereby certifies (1) that the payment of the sum claimed under this voucher is proper and due under the terms of the grant; and (2) that the information contained in the expenditure report is true and correct."

Signature

Date

6. Final Payment

For final payment under this grant, Grantee shall submit Voucher Form 1034 (original) and three copies of Voucher Form 1034 (a), marked "FINAL VOUCHER," together with the expenditure report and certification described above not later than 90 days after the expiration of this grant or such other period as may be approved in writing by AID.

7. Additional Documentation

AID may request the submission of additional documentation to that required above to support authorized expenditures charged by the Grantee to this grant.

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

VOUCHER NO

U S DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

DATE VOUCHER PREPARED

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

PAYEE'S NAME AND ADDRESS

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	

(Use continuation sheet(s) if necessary)

(Payee must NOT use the space below)

TOTAL

PAYMENT <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE	APPROVED FOR	EXCHANGE RATE	DIFFERENCES
	= \$	= \$1 00	
	BY ²		Amount verified, correct for
	TITLE	<i>(Signature or initials)</i>	

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(Date)

(Authorized Certifying Officer)²

(Title)

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON ACCOUNT OF U S TREASURY	CHECK NUMBER	ON <i>(Name of bank)</i>
	CASH	DATE	PAYEE ¹	
	\$			

¹ When stated in foreign currency, insert name of currency

² If the ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title

³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be

PER

TITLE

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

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ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad²

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

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

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

1. Quarterly Report of Grant Expenditures*

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

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

2. Quarterly Progress Report on Capital Improvements

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

a) Construction Progress

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

b) Commodity Procurement

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

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

3. Annual Institutional Report

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

B. Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principles, covering financial details applicable to this grant. AID and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by AID.

C. Reimbursement to AID

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

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

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

c) (1) Any refund under subsection (a) or (b), or (2) any refund to AID from a contractor, supplier, bank or other third party with respect to goods or services financed under the grant, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (A) be made available first for the cost of goods and services required for the project, to the extent justified, and (B) the remainder, if any, will be applied to reduce the amount of the grant.

D. Non-Liability

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

E. Equal Opportunity

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

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

F. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this grant upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, AID shall have the right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

G. Officials Not to Benefit

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

H. Termination

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

I. Notices

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

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

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To Grantee

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

J. Subordinate Agreements

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

K. Title to and Use of Property

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

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

QUARTERLY REPORT OF GRANT EXPENDITURES

Grant No. _____

Total Grant Amount _____

Report Period _____
(month & year)

DESCRIPTION	REPORTING	TOTAL GRANT EXPENDITURES (Cumulative)
Construction		
Equipment and Supplies		
Scholarships		
Other (salaries, allowances, travel, etc.)		
Total		

Two copies of this report shall be submitted within 15 days following the end of each quarter of the calendar year until the (1) expiration date of the grant, (2) expenditure of grant funds, or (3) termination of the grant, whichever is earliest.

Reports should include expenditures whether they have been reimbursed by A.I.D. or not. If your grant is expressed in a foreign currency, please report expenditures in both the foreign currency and the U.S. dollar equivalent, noting the exchange rate used.

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