

9/12/88

CONTRACT/AGREEMENT " DATA SHEET

1. M/SER/AAM/A/SUP Action Monitor

2. Date PIO/T Received in M/SER/AAM/A/SUP

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

1. Contract/Agreement/Number

HS4-1352-GT-SS-8041-00 LANIADO HOSP

4. Contractor/Recipient Name

AMERICAN FRIENDS OF KIRYAT SANZ

5. Contractor Acronym

AFB/ATC

6. Project Title

LANIADO HOSPITAL

7. Project Number

#489

8. Project Officer's Name

Lee Knutson

9. Bureau or USAID Symbol

FVA/ASUA

10. PIO/T Number

21. Budget Plan Code

11. TYPE OF ACTION

A. New Acquisition/Assistance

B. Amendment/Modification

- 1. New/Revised Scope
2. Funded Extension
3. No Cost Extension
4. Transfer of action from AID/W to Mission/Mission to AID/W
5. Incremental Funding
6. Overhead Rate Adjustment
7. Contract Closeout
8. Other

A

22. Country or Region of Performance

ISRAEL

23. A. This Action Increases or Decreases TEC by

\$

B. Total Estimated Cost of Contractual Document

\$

24. Amount of Non-Federal Funds Pledged to the Project

C.FPR or FAR

12. Amount of this PIO/T

U.S. \$ X

25. Effective Date of this Action

8/23/88

13. Amount Obligated Subobligated Deobligated by this Contract or Amendment

U.S. \$ 300,000

26. Estimated Completion/Expiration Date

12/31/89

14. Cumulative Obligation (Life of Contract)

U.S. \$ 300,000

27. Contractor DUNS Number

15. This Action Funded Through

12/31/89

28. Consultant Type Award

YES NO

16. Date Contractual Documents Signed by AID Official

8/13/88

29. Number of Person Months (PASA/RSSA only)

17. Incrementally Funded Contracts

YES NO

30. Number of Persons (PASA/RSSA only)

18. Host Country/Counterpart Institution (University Contracts)

19. Campus Coordinator (University Contracts)

20. ADVANCE

- A. No Advance
B. Advance Non-FRLC
C. Advance FRLC

B

31. CONTRACT TYPE

- A. Fixed Price (specify: FFP, FPRD, FPEPA, FPI)
B. Cost Reimbursement (specify: CR, CPFF, CS, CPAF, CPIF)
C. IOC and Requirements Contracts
D. Grant/CA/P; - A/RSSA
E. Contracts with Individuals

D

32. Negotiator's Typed Name

33. Negotiator's Signature

34. Date Signed

35. Contract/Grant Officer's Organization Symbol

FVA/ASUA

36. Contract/Grant Officer's Signature

37. Date Signed

ENTERED SEP 17 1988 COORS SECTION

<p>38. SUBJECT TO STATUTORY REQUIREMENT *</p> <p>A. Walsh-Healey Act, Manufacturer* <input type="checkbox"/></p> <p>B. Walsh-Healey Act, Regular Dealer* <input type="checkbox"/></p> <p>C. Service Contract Act <i>(U.S. ONLY - Guards, Maintenance, Laborers)</i></p> <p>D. Davis-Bacon Act <i>(Construction)</i></p> <p>E. Not subject to Walsh -Bacon Act <i>(Most AID Contracts)</i></p> <p><i>*Equipment, Supplies, Materials, and Commodities</i> N/A</p>	<p>46. LABOR SURPLUS AREA PREFERENCE</p> <p>Labor Surplus Area <input type="checkbox"/></p> <p>A. No Preference</p> <p>B. Tie Bid Preference</p> <p>C. Total Set Aside</p> <p>D. Not a Labor Surplus Area Preference Award N/A</p>
<p>39. Country of Manufacture</p> <p>N/A <input type="checkbox"/></p>	<p>47. TYPE OF BUSINESS</p> <p><input checked="" type="checkbox"/> E</p> <p>A. Source: Non-U.S. and Used Outside U.S. & Possessions</p> <p>B. Source: Non-U.S. and Possessions <i>(Foreign Purchases Used Inside U.S.)</i> <i>(If U.S. Source, complete C through Q)</i></p> <p>C. Firm - Profit Making & PSC's</p> <p>Non-Profit Organizations</p> <p>D. Private Educational Organizations</p> <p>E. Hospitals</p> <p>F. Research Institutions, Foundations, and Laboratories</p> <p>G. Other</p> <p>Private Voluntary Organizations</p> <p>H. U.S. Registered</p> <p>I. U.S. Non-Registered</p> <p>J. Foreign</p> <p>State/Local Government</p> <p>K. Educational Institutions</p> <p>L. Hospitals</p> <p>M. Research Organizations</p> <p>N. Other</p> <p>O. International Agricultural Research Organizations</p> <p>P. Public International Organizations</p> <p>Q. U.S. Cooperatives</p>
<p>40. CURRENCY INDICATOR</p> <p>A. U.S. Dollar <input checked="" type="checkbox"/> A</p> <p>B. Local Currency</p> <p>C. Combination</p> <p>D. Unfunded</p>	<p>48. Women Owned Business?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>41. S/BJCONTRACTS</p> <p>Is there a provision for a subcontract? <i>(Contracts only)</i></p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO N/A</p>	<p>49. TYPE OF AWARD</p> <p><input checked="" type="checkbox"/> H</p> <p>Small Business</p> <p>A. Not Set Aside</p> <p>B. Partial Set Aside</p> <p>C. Total Set Aside</p> <p>Other Than Small Business</p> <p>D. Personal Service Contract</p> <p>E. Individual Non-Personal Service Contract</p> <p>F. U.S. Government</p> <p>G. University</p> <p>H. Non-Profit Organizations and PVOs</p> <p>I. Large Businesses</p>
<p>42. TYPE OF SERVICE</p> <p><input checked="" type="checkbox"/> H</p> <p>A. Training of Participants</p> <p>B. Technical Assistance to Host Country <i>(Program, Project related except A&E Services)</i></p> <p>C. A&E Services</p> <p>D. Construction</p> <p>E. Research</p> <p>F. Technical Services to AID <i>(other than training; usually operating expense)</i></p> <p>G. Training Service for AID</p> <p>H. Equipment, Materials, Supplies, Commodities</p> <p>I. Translation Service</p>	<p>50. Paying Office:</p> <p>Payment will be made by AID/W J</p>
<p>43. CONTRACT/AGREEMENT SOURCE</p> <p><input checked="" type="checkbox"/> C</p> <p>A. U.S. Contractor/Grantee</p> <p>B. Non-U.S. Contractor/Grantee</p> <p>C. Combination of A & B</p>	
<p>44. TYPE OF AMERICAN OWNERSHIP <i>(U.S. Persons or Firms Only)</i></p> <p><input checked="" type="checkbox"/> G</p> <p>Minority</p> <p>A. Asian/Pacific Islander</p> <p>B. Black American</p> <p>C. American Aleuts or Eskimos</p> <p>D. American Indian</p> <p>E. Hispanic</p> <p>G. Non-Minority</p>	
<p>45. METHOD OF SOLICITATION</p> <p>N/A <input type="checkbox"/></p> <p>A. Sealed Bid</p> <p>B. Competitive Proposal</p> <p>C. Combination/Competition</p> <p>D. Other Competition</p> <p>E. Noncompetitive</p>	

51. SYNOPSIS PRIOR TO AWARD

- A. Synopsized prior to awards
- B. Not synopsized due to emergency
- C. Not synopsized for other reasons

52. COMPETITIVE SOLICITATION PROCEDURES

- A. Normal full and open competition *
 - B. Architect - Engineer
 - C. Basic Research Proposal
 - D. Multiple Award Schedule
 - E. Alternate Source - Reduced Cost
 - F. Alternate Source - Mobilization
 - G. Alternate Source - Engineering/R&D Capability
 - H. Small Business Set-Aside
 - J. Labor Surplus Area Set-Aside
 - K. LSA/Small Business Set-Aside
 - L. Other than full and open competition
 - M. Small Purchases
 - N. B(a) Program
 - P. Otherwise authorized by statute
- *If, 'A', block 57 must be completed

N/A

53. NUMBER OF OFFERORS

- 1. Only one offeror
- 2. More than one offeror

N/A

54. APPLICABILITY OF COMPETITION IN CONTRACT ACT (CICA)

- 1. Pre-CICA
- 2. Post-CICA

N/A

55. AUTHORITY FOR OTHER THAN FULL & OPEN COMPETITION

- A. Unique Source
- B. Follow-on Contract
- C. Unsolicited Research Proposal
- D. Patent/Data Rights
- E. Utilities
- F. Standardization
- G. Only One Source - Other
- H. Urgency
- J. Mobilization
- K. Essential R&D Capability
- L. International Agreement
- M. Authorized by Statute *
- N. Authorized Resale
- P. National Security
- Q. Public Interest

N/A

*If 'M', block 56 must be completed

56. SPECIAL AUTHORITY FOR NON-COMPETITIVE ACTIONS

(Impairment of Foreign AID Programs) Authorized Under AIDAR Sec. 706.302.70(b)(3)

- 1. PSC's Awarded Under Sec. 638(a)(3)
- 2. An Award of \$100,000 or Less by an Overseas Contracting Activity
- 3. Written Determination by Assistant Administrator or Administrator
- 4. None of the above.

N/A

57. SPECIAL SELECTION PROCEDURES

- 1. University Selection Procedures
- 2. Collaborative Assistance Procedures
- 3. None of the above

N/A

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GRANT
BY THE
UNITED STATES OF AMERICA
TO
THE AMERICAN FRIENDS OF KIRYAT SANZ LANIADO HOSPITAL
FOR
LANIADO HOSPITAL ISRAEL

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D."), hereby makes a grant of Three Hundred Thousand Dollars (\$300,000) to The American Friends of Kiryat Sanz Laniado Hospital (hereinafter referred to as "Grantee") to be used solely for the benefit of Laniado Hospital located in Netanya, Israel, in accordance with and subject to the terms and conditions set forth in the Appendices attached and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions): (3) Procurement of Commodities, (5a) Disbursement Provisions for Actual and Accrued Expenses, (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of this grant and ending December 31, 1989.

Agency for International Development

By: *Paul H. Smith*
Director, Office of American
Schools and Hospitals Abroad

Date: AUG 3 1988

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

American Friends of Kiryat Sanz
Laniado Hospital
18 West 45th Street, Room 1216
New York, New York 10036

BY: *Chavma*

Title: Chavma

HSH-1352-G-SS-8041-00
Grant No. A.I.D./ASHA #489
Project No. 938-1352-8389039
Allotment No. 894-38-099-00-84-81
Appropriation No. 72-1181013
Budget Plan Code EASA88-13890-KGII

Validated 8/23/88

APPENDIX A
SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

1. Under Section 214 of the Foreign Assistance Act of 1961, as amended, the United States Government is authorized to provide assistance to hospital centers for medical education and research 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. The Grantee, a non-profit corporation organized and existing under the laws of the State of New York, was established in 1972, when one organization was split into two separate boards. An overseas board was established to direct the day-to-day operations of the hospital and grantees' U.S. board became responsible for formulating policy, planning capital investments and staff recruitment.

3. Laniado Hospital was established by Americans and began operation in 1976 with the objective of providing American-style health care for the 220,000 residents in and around the city of Netanya.

4. For Fiscal Year 1988, grantee has requested assistance to help procure furnishings and equipment for the school of nursing, construction of which was partially financed under a prior year grant. A.I.D. has determined that \$300,000 should be provided for this purpose on a matching basis.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise approved by A.I.D. in writing, the \$300,000 provided by this grant shall be expended only for the following:

Procurement of equipment and furnishings for the Tessler School of Nursing. Prior to disbursement of funds for this purpose, grantee will submit to A.I.D. a list and estimated cost and source of the items to be procured.

Commodity-related services such as shipping, insurance and installation may be charged to the grant.

ARTICLE III - OTHER SPECIAL CONDITIONS

1. Matching Funds

Grantee agrees to match on a one-to-one basis the funds provided by this grant with contributions from sources other than the Government of the United States. Prior to submission of Grantee's final financial report, Grantee will have certified in writing to A.I.D. that these funds have been raised and that records exist in the Grantee's files to document receipt and source of the contributions.

2. 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.

3. Periodic External Audit -- Grantee should give special attention to Appendix B(6), Section B of the General Provisions. This section has been amended to establish standards for periodic audits of Grantee's and the overseas institution's records and books of account and the submission of audited statements to A.I.D.

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4. Self-Evaluation Following Completion of Project -- Within 12 to 15 months following completion of the project funded in Article II, above, Grantee shall evaluate and submit two copies of a report to A.I.D. on its impact. The report should address all or a majority of the following to show how the assistance has increased the institution's ability to

- a. transfer capabilities that promote economic and social development,
- b. adapt American educational and/or medical practices to the area served and promote innovative approaches to problem solving,
- c. train independent thinkers and promote free inquiry,
- d. educate a cadre of citizens with individual initiative including those who can communicate, share values and work with Americans in business, government, the sciences and other mutually beneficial endeavors,
- e. serve as a model for replication,
- f. increase understanding between the people of the United States and the area served and
- g. promote a favorable image of the United States.

The report should not exceed four pages. However, materials may be attached as appropriate to illustrate and support statements in the report. (NOTE: This requirement is in addition to the progress and financial reports required by the General Provisions.)

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.

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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

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

F. AID Financed Export Opportunities Bulletin

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

G. Marking Requirements

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

H. Procurement Documentation

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

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DISBURSEMENT PROCEDURES

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.

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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.

4. Expenditure Report

All vouchers submitted under this grant shall be supported by an original and three copies of an expenditure report as follows:

Expenditure Report

<u>Authorized Expenditures</u>	<u>Authorized Amount</u>	<u>Total Expenditures</u>	
		<u>To Date</u>	<u>This Period</u>
(Describe authorized expenditures as set forth in Appendix A)	(As applicable, insert grant amount allocated for authorized expenditures)		

5. Certification

Each request for disbursement of grant funds shall include a certification signed by an authorized representative of the Grantee as follows:

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Disbursement Procedures

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"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.

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

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

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

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

1. Quarterly Report of Grant Expenditures*

Grantee shall submit to ASHA a quarterly report of grant expenditures as illustrated in the attached format, (See Attachment A). Two copies of this report shall be submitted within 15 days following the end of each quarter of the calendar year, until the (a) expiration date of the grant, (b) total expenditure of grant funds, (c) completion of the purpose of the grant, or (d) 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.

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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 work and steps taken, or which are to be taken, to resolve them.

b. Commodity Procurement

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

Description and Amount of Commodities Procured	Price	Number of Quotations/ Bids*	Lowest Price (yes/no)	Place of Purchase (U.S., Local Country)
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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 assumptions 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.

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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 principals, covering financial details applicable to the grant. A.I.D. and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee and Subgrantees; (1) for at least three years after the date of the last disbursement by A.I.D.; (2) for a longer period, if necessary, to complete an audit that resolves all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. A.I.D. follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by A.I.D. with respect to any questions arising as a result of the audit; and (3) if any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all activities involving the records have been resolved. Grantees shall also provide for the following:

1. External Audit by Qualified Individuals

Examinations in the form of audits shall be made by qualified individuals i.e., (Certified Public Accountants or equivalent) that are sufficiently independent of those that authorize the expenditure of A.I.D. funds, to produce unbiased opinions, conclusions, or judgments. In all matters relating to the audit work, the auditing organization and the individual auditors must be free from personal or external impairments to independence and must be organizationally independent.

These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the grant. It is not intended that each grant awarded to the grantee be examined. Generally, examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the A.I.D. grant. Such tests would include an appropriate sampling of Federal grants and agreements. Examinations will be conducted on a continuing basis, usually annually, but not less frequently than every two years. The frequency of these examinations shall depend upon the nature, size, and the complexity of the activity. These grantee self-examinations do not relieve A.I.D. of its audit responsibilities, but may affect the frequency and scope of such audits.

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Two copies of the audit report shall be furnished to A.I.D.'s Office of American Schools and Hospitals Abroad, Agency for International Development, Washington, D.C. 20523 one of which will be forwarded to the Agency's Regional Inspector General for Audit in Washington.

2. Resolution of Audit Findings and Recommendations

Grantee shall ensure that a systematic method is established for timely and appropriate resolution of audit findings and recommendations.

C. Reimbursement to A.I.D.

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

2. If the failure of Grantee to comply with any of its obligations under this agreement has the result that goods or services financed under the grant are not used effectively in accordance with this agreement, A.I.D. may require the Grantee to refund all or any part of the amount of the disbursements under this agreement for such goods or services in U.S. Dollars to A.I.D. within sixty (60) days after receipt of request therefore.

3. The right under subsection (1.) or (2.) 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.

4. (a) Any refund under subsection (1.) or (2.), or (b) any refund to A.I.D. from a contractor, supplier, bank or other third part 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 (i.) be made available first for the cost of goods and services required for the project, to the extent justified, and (ii.) the remainder, if any, will be applied to reduce the amount of the grant.

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D. Non-Liability

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

E. Equal Opportunity

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

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

F. Covenant Against Contingent Fees

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

G. Officials Not to Benefit

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

H. Termination

A.I.D. may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has made in accordance with

the provisions of this grant. Grantee shall refund to A.I.D. any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A.I.D. within ninety (90) days after the termination of this grant. In addition, upon such termination A.I.D. may, at A.I.D.'s expense, direct that title to goods financed under the grant be transferred to A.I.D. if the goods are from a source outside the country in which Grantee's institution is located, are in a deliverable state and have not been off loaded in ports of entry of the country in which Grantee's institution is located.

I. Notices

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

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

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

J. Subordinate Agreements

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

K. Title to and Use of Property

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

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

FINANCIAL STATUS REPORT

(Follow instructions on the back)

3. RECIPIENT ORGANIZATION (Name and complete address, including ZIP code)

1. FEDERAL AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH REPORT IS SUBMITTED	2. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER	OMB Approved No. 80-R0180	PAGE OF
4. EMPLOYER IDENTIFICATION NUMBER	5. RECIPIENT ACCOUNT NUMBER OR IDENTIFYING NUMBER	6. FINAL REPORT	PAGES
8. PROJECT/GRANT PERIOD (See instructions)		7. BASIS	
FROM (Month, day, year) TO (Month, day, year)		YES	NO
		PERIOD COVERED BY THIS REPORT	
		CASH	ACCRUAL

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

11. INDIRECT EXPENSE	a. TYPE OF RATE (Plus "A" in appropriate box)	PROVISIONAL	PREDETERMINED	FINAL	FIXED	11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED
	b. RATE	c. BASE	d. TOTAL AMOUNT	e. FEDERAL SHARE	TYPED OR PRINTED NAME AND TITLE			
12. REMARKS: Attach any explanations deemed necessary or information required by Federal sponsoring agencies, compliance with awarding institution.								

BEST AVAILABLE DOCUMENT

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INSTRUCTIONS

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

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

BEST AVAILABLE DOCUMENT

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