

**GRANT**  
 by the  
**UNITED STATES OF AMERICA**  
 to  
**BOARD OF TRUSTEES, INTERNATIONAL COLLEGE OF BEIRUT**  
 for  
**INTERNATIONAL COLLEGE OF BEIRUT, LEBANON**

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 Two Hundred Seventy-Five Thousand Dollars (\$275,000) to Board of Trustees, International College of Beirut (hereinafter referred to as "Grantee") to be used solely for the benefit of International College of Beirut located in Beirut, Lebanon, 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: (2) Procurement of Construction Services, (3) Procurement of Commodities, (5b) Disbursement Procedures for Periodic Advances, (6) Administrative and Other Provisions).

This grant is effective and obligation is made as of the date set forth below to cover authorized expenditures incurred from the date of execution of this grant and ending December 31, 1991.

Agency for International Development

By *[Signature]*  
 Director, Office of American  
 Schools and Hospitals Abroad

Date SEP 28 1990

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

International College  
 850 Third Avenue, 18th Fl.  
 New York, NY 10022

By *[Signature]*  
 Title PRESIDENT

**HSH-1416-G-SS-0031-00**  
 Grant No. A.I.D./ASHA-542  
 Project No. 938-1416-0389051  
 Allotment No. 094-38-099-00-84-01  
 Appropriation No. 72-1101013  
 Budget Plan Code EASA90-13890-KG11

## **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 schools outside the United States, 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 existing under the laws of the Commonwealth of Massachusetts, founded the International College in 1903. The school is owned and managed by an elected Board of Trustees who are responsible for the well-being of the school. The Trustees, 25 in number representing 18 Americans, 6 Lebanese, and 1 Saudi Arabian, determine major school policies.

3. International College takes the best of American educational materials, programs, teaching technologies and methods and adapts them to the cultural setting of Lebanon and the other Arab countries of the Middle East where the school has outreach programs. Current enrollment is 668 full-time and 208 non-degree students.

4. For Fiscal Year 1990, the Grantee has requested \$851,800 for the renovation and equipping of existing campus facilities. A.I.D. has determined that \$275,000 should be provided for the procurement of material and equipment to improve academic facilities.

#### **ARTICLE II. - AUTHORIZED EXPENDITURES**

1. Except as otherwise approved by A.I.D. in writing, the \$275,000 provided herein shall be expended only for the following:

Procurement of services and commodities to complete the renovation and equipping of the general science laboratory, a computer room, the library and replacement of classroom furnishings. The cost of commodity-related services such as shipment, insurance, and installation are chargeable to this grant.

2. Prior to disbursement of funds, Grantee will submit to A.I.D. a proposed grant budget showing total Dollar amounts estimated for each item. The budget must be consistent with the intent and scope of the grant and include the following line items:

a. *Renovation:* Service rendered by a construction firm (contractor) or sub contractor (for a force account work) to alter and/or refurbish an existing building, or structure, or site. This line item is to be used for all work that does not need structural changes or is not installed under a new roof.

- b. *Commodities:* Purchase of materials, furnishing, and goods, except construction materials.

Grantee may increase or decrease any line item up to 10% without A.I.D./ASHA approval, provided the total grant of \$275,000 is not exceeded.

### **ARTICLE III. - OTHER SPECIAL CONDITIONS**

#### **1. Reporting of Grant Funds**

##### **a. Verification of Prevailing Dollar Exchange**

Within 30 days after the signing of the grant and before disbursement of funds, Grantee will submit to A.I.D. a proposed budget and notify A.I.D. of the legal exchange rate on the date the grant was signed thus: U.S. \$1.00 = .

##### **b. Conversion of Dollars to Local Currency**

Grantee must assure that accurate records are maintained on all currency conversions involving grant funds. These records, which are to be submitted to A.I.D. with each quarterly progress report, must include the following:

- (1) date of the currency transaction and the exchange rate used at the time of conversion,
- (2) the amount of grant funds converted and local currency received,
- and
- (3) the purpose for which the local currency has been or is being used.

#### **2. Residual Funds**

In the event funds in excess to those needed to achieve the purposes of Article 2. above become available, either as a result of currency exchange transactions or from unexpected savings in construction or procurement, Grantee must seek prior A.I.D approval for the use of such funds. A.I.D. approval for use of residual funds will not be unreasonably withheld provided the proposed use is for items consistent with and enhancing the goal and purpose of the project for which the grant has been awarded.

#### **3. A.I.D./ASHA Approvals**

In addition to other approvals required by General Conditions, Appendix B, the following approvals must be obtained, when and as applicable.

a. Before Bidding

Before preparing final drawings and specification, Grantee shall obtain approval of preliminary drawings and cost estimate (generally at about 30% completion of design).

b. Before Construction by Force Account Work

Force account work, directed by a construction manager, may also be authorized if the circumstances warrant it. In this case, The Grantee will comply with the following procedures.

(1) Before preparing final drawings and specification, Grantee shall obtain approval of preliminary drawings and cost estimate (generally at about 30% completion of design).

(2) After A.I.D./ASHA approval of preliminary drawings and cost estimate, the Grantee shall prepare the final drawings and technical specifications and submit them to A.I.D./ASHA for approval. At this time, the Grantee must also request authorization to proceed by force account work explaining the reasons for the decision.

(3) Should the Grantee or the Institution have in-house technical capability (i.e., a qualified individual or division at the services of the Grantee or Institution), this should be stated in the request.

(4) When the Grantee or Institution has no in-house technical capability, Grantee must enter into a contract with a construction manager firm or consultant. This will be accomplished using the procedures set forth in Appendix B(1), Procurement of Professional Services.

(5) Either way, the Grantee must submit for A.I.D./ASHA approval a document, satisfactory to A.I.D./ASHA, assuring that

(a) sound engineering and state of the art construction management principles are applied  
and

(b) the A.I.D./ASHA mandatory contractual clauses will be respected and applied by all sub-contractors.

4. **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 Lebanon for this project.

5. **Periodic External Audit**

Grantee should give special attention to Appendix B(6), Article 2. 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.

## **6. Self-Evaluation**

**Within 12 to 15 months following completion of the project activities funded under Article 2., 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.**

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

Periodic or Prescheduled Advances

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

A. Procedures for Requesting Disbursement

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

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

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

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

B. Financial Reporting Requirements

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

C. Special Bank Account

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

D. Conversion of Dollars to Local Currency

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

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

E. Restriction on Interest

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

F. Additional Documentation

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

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>		Approved by Office of Management and Budget, No. 80-RO183		PAGE <input type="text"/> OF <input type="text"/> PAGES
<i>(See instructions on back)</i>		1. TYPE OF PAYMENT REQUESTED a. "X" one, or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL		2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST FROM (month, day, year)    TO (month, day, year)		
9. RECIPIENT ORGANIZATION  Name :  Number and Street :  City, State and ZIP Code :		10. PAYEE (Where check is to be sent to different than item 9)  Name :  Number and Street :  City, State and ZIP Code :		
<b>11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED</b>				
PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays <i>(Line a minus line b)</i>				
d. Estimated net cash outlays for advance period				
e. Total <i>(Sum of lines c &amp; d)</i>				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested <i>(Line g minus line h)</i>				
j. Advances required by month, when requested by Federal grantor agency for use in making pre-scheduled advances	1st month			
	2nd month			
	3rd month			
<b>12. ALTERNATE COMPUTATION FOR ADVANCES ONLY</b>				
a. Estimated Federal cash outlays that will be made during period covered by the advance				\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period				
c. Amount requested <i>(Line a minus line b)</i>				\$
<b>13. CERTIFICATION</b>				
I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL			DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE			TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

16

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11c, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A, then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.		
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.		
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.		
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.		
	<p><b>Note:</b> The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.</p>		
11	The purpose of the vertical columns (a), (b), and (c), is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed,	11a	Enter in "as of date", the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, 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, contracts, subgrantees and other payees.
		11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
		11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
		13	Complete the certification before submitting this request.

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.

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)
---	-------	-----------------------------------	--------------------------	--

\* 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 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.

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.

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)

<b>3. RECIPIENT ORGANIZATION</b> (Name and complete address, including ZIP code)		<b>4. EMPLOYER IDENTIFICATION NUMBER</b>		<b>5. RECIPIENT ACCOUNT NUMBER OR IDENTIFYING NUMBER</b>		OMB Approved No 80-RO180		PAGE OF _____ OF _____ PAGES	
		<b>6. FINAL REPORT</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		<b>7. BASIS</b> <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL		<b>8. PROJECT/GRANT PERIOD</b> (See instructions) FROM (Month, day, year) _____ TO (Month, day, year) _____		<b>9. PERIOD COVERED BY THIS REPORT</b> FROM (Month, day, year) _____ TO (Month, day, year) _____	

  

10. PROGRAMS/FUNCTIONS/ACTIVITIES ▶	STATUS OF FUNDS							TOTAL (g)
	(a)	(b)	(c)	(d)	(e)	(f)		
a Net outlays previously reported	\$	\$	\$	\$	\$	\$	\$	
b Total outlays this report period								
c <i>Less</i> 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 <i>Less</i> Non Federal share of outlays								
g Total Federal share of outlays (Line e minus line f)								
h Total unliquidated obligations								
i <i>Less</i> 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								

  

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

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

20

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

# CONTRACT INFORMATION MANAGEMENT SYSTEM (CIMS)

## DIRECT ACTION DATA FORM

(For awards to U.S. Individuals and Third Country Nationals (not FSNs) with a TEC less than or equal to \$25,000, only the shaded items on pages 1-5 of the form need to be completed.)

### SECTION 1: GENERAL AWARD INFORMATION (All Actions)

1a. Basic Award Number HSH-1416-G-SS-0031-00		1b. Basic Mod Number 00		1c. Order Number _____		1d. Order Mod Number _____	
AWARD NUMBER COMPONENTS [Items 2-6] NOTE: For modifications and orders — these items refer to the Basic Award.							
2. Country/Office (Award Prefix) HSH						3. Project Number 1416	
4. Procurement Instrument: Report one of the following codes to identify the type of action. For a work order or a modification to a contract or work order, indicate the category of the basic contract.							
<input type="checkbox"/> A - Cooperative Agreement <input type="checkbox"/> B - Basic Ordering Agreement (BOA) <input type="checkbox"/> C - Contract (Other than BOA, DQC, IQC, PO, RC, PSC) <input type="checkbox"/> D - Definite Quantity Contract (DQC) <input type="checkbox"/> E - Blanket Purchase Agreement (BPA) <input checked="" type="checkbox"/> G - Grant <input type="checkbox"/> I - Indefinite Quantity Contract (IQC) <input type="checkbox"/> M - GSA Schedule Order				<input type="checkbox"/> N - Other Federal Schedule Order <input type="checkbox"/> O - Purchase Order (PO) <input type="checkbox"/> P - Participating Agency Service Agreement (PASA) <input type="checkbox"/> Q - Requirements Contract (RC) <input type="checkbox"/> R - Resources Support Services Agreement (RSSA) <input type="checkbox"/> S - Personal Services Contract (PSC) <input type="checkbox"/> X - Ribbon PASA <input type="checkbox"/> Z - Ribbon Contract (Buy-In)			
5. Participating Agency (PASA/RSSA only) _____						6. FY of Award 1990	
7. Award Description Grantee shall provide assistance for the renovation and equipping of existing campus facilities.							
8. Principal Place of Performance a. A.I.D. Country Code or Name Lebanon		U.S. ONLY ▶		b. City _____		c. State   d. Zip Code NOV 15 1990 _____	
9. Benefiting Country (A.I.D. Country Code or Name) Lebanon							
10. Project Officer Cntry Code/Org. Symbol or A.I.D./W Org. Symbol   Last Name   First   MI FVA/ASHA   Knutson   Lee   K							
11. Requirement Received by Procuring Office (MMIDDIYY) 09/28/90		12. Date Award Signed by A.I.D. (MMIDDIYY) 09/28/90		13. Effective Date of Award (MMIDDIYY) 09/28/90		14. Estimated Completion Date (MMIDDIYY) 12/31/91	
BASIC AWARDS ONLY							
15a. SIC Code _____		15b. Is This Vendor a Small Business for the SIC of Award? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				16. Product/Service Code _____	
BASIC AWARDS AND ORDERS ONLY							
17. Procurement Type							
<input type="checkbox"/> A - Technical Services To A.I.D. <input type="checkbox"/> B - Technical Services to Host Country <input checked="" type="checkbox"/> C - Commodities <input type="checkbox"/> D - Training Services to A.I.D. <input type="checkbox"/> E - Training Services to Host Country		<input type="checkbox"/> F - Participant Training <input type="checkbox"/> G - Procurement Service Agent (PSA) <input type="checkbox"/> H - Research <input type="checkbox"/> I - Architect and Engineering Services <input type="checkbox"/> J - Construction					
18. Negotiator (Last, First, MI) Knutson, Lee K.		Country Code & Org. Symbol or A.I.D./W Org. Symbol FVA/ASHA		Signature 			
19. Contract Officer (Last, First, MI) Santos, David A.		Country Code & Org. Symbol or A.I.D./W Org. Symbol FVA/ASHA		Signature 			

244

# CONTRACT INFORMATION MANAGEMENT SYSTEM (CIMS) DIRECT ACTION DATA FORM

## GENERAL INSTRUCTIONS

Use this data form for reporting all contracts, DQCs, RCs, GSA and other Federal Schedule Orders, POs, PSCs and Ribbon Contracts with a total estimated cost (TEC) greater than \$25,000. Use this form to report all BOAs, BPAs, IQCs, Cooperative Agreements, Grants, PASAs, RSSAs, and Ribbon PASAs, regardless of dollar amount. Use this form to report all awards to U.S. individuals and Third Country Nationals (not FSNs), including PSCs and POs, regardless of the dollar amount. It should also be used to report any orders or modifications to all of the above awards, regardless of the dollar amount of the modification or order. Complete the appropriately labeled sections for different types of awards.

For awards to U.S. individuals and Third Country Nationals (not FSNs) with a TEC less than or equal to \$25,000, only the shaded items on pages 1-5 of the form need to be completed. If the TEC is greater than \$25,000, all of the items pertaining to awards must be completed.

When all parts of this form have been completed send one copy, along with the requirement document(s) and the award to:

CIMS Section  
MS/OR/PS/SUP  
Room 1472, SA-14  
Agency For International Development  
Washington, DC 20523-1418

For detailed instructions, consult the Contract Information Management System (CIMS) Data Form Instruction Manual.

## SECTION 1 - INSTRUCTIONS

1a. **Basic Award Number:** Enter the award number of the award. For a modification, report the basic award number in block 1a. and the modification number in block 1b. For actions such as IQC delivery orders, report the award number of the basic contract in block 1a. and the order number in block 1c. For a modification to an order, report the basic award number in block 1a., the order number in block 1c. and the order modification number in block 1d.

For item numbers 2 through 6, see the latest version of the Contract Information Bulletin (CIB) on the Uniform Numbering System for A.I.D.-Direct Procurement Documents, for instructions and a list of codes. A list of codes is also provided in the CIMS Data Form Instruction Manual.  
**NOTE:** For modifications or orders these items refer to the basic award.

2. **Country/Office (Award Prefix):** Report the Country or A.I.D./W Procurement Office Code as specified in the CIB.

3. **Project Number:** Enter the last four digits of the seven-digit project number funding the award. For awards funded by operating expense money or money other than project funds, enter "0000" (zeros).

5. **Participating Agency (PASA/RSSA only):** For PASA/RSSA type actions, report the code of the participating U.S. Government Agency providing services under the agreement. A list of codes is provided in the CIMS Data Form Instruction Manual and in the CIB on Uniform Numbering Systems.

7. **Award Description:** The award description shall consist of a brief one-sentence description of the products or services being procured. The sentence shall start with the phrase "Contractor/Grantee/Recipient shall provide/assist/support..." Fill in the Award Description for all basic Awards, Orders, and modifications to PASA/RSSA awards.

8. **Principal Place of Performance (Country):** Report the A.I.D. country code, if available, or the name of the area where the work for this award will be primarily performed. For products, report the code for the country where the product is manufactured. If the place of performance cannot be determined, report the vendor's billing location.

9. **Benefiting Country:** Report the A.I.D. Country Code, if available, or the name of the country receiving technical assistance from this award.

12. **Date award signed by A.I.D.:** Enter the date on which this action (basic award, order or modification) was signed by A.I.D.

15a. **SIC Code:** Enter the Standard Industrial Classification (SIC) code that best describes the product or service acquired in this basic award. See FAR 19.102 for codes. A short list containing the codes most often used in A.I.D. is also provided in the CIMS Data Form Instruction Manual.

15b. **Small Business (Y/N)?:** Check "Yes" if the vendor is classified as "small" for the SIC of the award.

16. **Product or Service Code:** Enter the Principal Product or Service code that best describes the product or service acquired in the basic award. A short list containing the codes most often used in A.I.D. is provided in the CIMS Data Form Instruction Manual. See the FPDS Product and Service Codes Manual for a complete listing, if necessary.

17. **Procurement Type:** Check the box next to the code which best describes the category of service or commodity being procured under this award.

**SECTION 2: DATA REQUIRED FOR SPECIFIC TYPES OF ACTIONS**

**GRANTS AND COOPERATIVE AGREEMENTS ONLY**

20. Grant/Agreement Type

  


A - Disaster Assistance  
 B - American Schools and Hospitals Abroad (ASHA)

  
  


C - Other Specific Support Programs  
 D - Title XII Authority  
 E - Other than A, B, C, or D

21. Total Amount of Non-Federal Funds pledged to this Grant/Agreement

\$ 0

**GSA & OTHER FEDERAL SCHEDULE ORDERS**

22. Schedule Contract Number

23. Name of Federal Agency Awarding Schedule

**IQC BASIC ONLY**

24. IQC Service Area

25. Minimum

26. Maximum (life of contract)

**ORDERS AND CONTRACTS ONLY**

27. Advisory & Assistance Services?

 Yes

 No

**BASIC CONTRACTS ONLY**

28a. Contract Type

  
  
  
  


A - Cost-Plus (Fixed Fee)  
 B - Firm Fixed Price  
 C - Time and Materials  
 D - Labor Hour  
 E - Cost Sharing

  
  
  
  


F - Cost (No Fee)  
 G - Cost-Plus (Award Fee)  
 H - Cost-Plus (Incentive Fee)  
 I - Fixed-Price Incentive  
 J - Fixed-Price Redetermination

K - Fixed Price with Economic Price Adjustment

28b. If Cost-type Contract, is this a level of effort (term) contract?

 Yes

 No

29a. Is this a Letter Contract?

 Yes

 No

29b. Is this a Definitization of a Letter Contract?

 Yes

 No

30. Preference Program

  
  
  


A - No Preference Program or Not Listed  
 B - 8(a) Program  
 C - Small Business (SB) Set-aside  
 D - Sheltered Workshop

  
  


E - Tie-bid Preference  
 F - Labor Surplus Area (LSA) Set-aside  
 G - Combined LSA/SB Set-aside

31. Subject To Labor Statute

A - Walsh-Healey Act, Manufacturer

B - Walsh-Healey Act, Regular Dealer

C - Service Contract Act

D - Davis-Bacon Act

E - Not Subject to the Above (Include PSCs)

32. Country of Manufacture/Origin of Services (A.I.D. Country Code or Name)

33. Subcontract Plan Required?

 Yes

 No

34. Date Solicitation Notice Published in CBD (MM/DD/YY)

35. Date Solicitation Issued (MM/DD/YY)

## SECTION 2 - INSTRUCTIONS

20. **Grant/Agreement Type:** For Grants and Cooperative Agreements, check the box next to the code which best describes the award. Code C- "Other Specific Support Programs" refers to Chapters 4 and 6 of Handbook 13. Use Code E- "Other than A, B, C, or D," for unusual types which are not covered in codes A, B, C or D.
21. **Total Amount of Non-Federal Funds pledged to this Grant/Agreement:** Enter the total amount of matching (non-federal) funds pledged to this Grant or Cooperative Agreement.
22. **Schedule Contract No:** Enter the schedule contract number assigned by GSA or other Federal Agency which awarded the basic schedule contract. Do not use dashes in the schedule contract number.
23. **Name of Federal Agency Awarding Schedule:** Enter the name of the Federal Agency which awarded the basic schedule contract.
24. **IQC Service Area:** For IQC basic awards, enter the code which best describes the services rendered by the vendor. See listing provided in the CIMS Data Form Instruction Manual.
27. **Advisory & Assistance Services? (Y/N):** Check "Yes" if the award is for advisory and assistance services. See FAR 37.2 for definitions and examples.
- 28a. **Contract Type:** Check the box next to the code for the type of contract. Use code C- "Time and materials" for IQCs. Most PSCs are usually code C or D.
- 28b. **If Cost-Type Contract, is this a level of effort (term) contract? (Y/N):** If this is a Cost-Type Contract, check the box to indicate whether the award is a level of effort or completion. (See FAR 16.306)  
Y - Yes, Level of effort (term)  
N - No, Completion
30. **Preference Program:** Check the box next to the code which best describes the preference program used in making this award. Check A if no preference program.
31. **Subject to Labor Statute:** Select the Labor Statute which applies to this award by checking the appropriate box. Most A.I.D. contracts, including PSCs, are code E.
32. **Country of Manufacture/Origin of Services (Country Code or Name):** Enter the A.I.D. country code, if available, or the name of the country where the product is manufactured. For services, report the code for the nationality of the vendor. If there are multiple sources, enter the code of the country that supplies the greatest portion.
33. **Subcontract Plan required (Y/N)?:** Check "Yes" if the vendor for this award is required to submit a plan for using small business concerns and small disadvantaged business concerns as subcontractors. (See FAR 19.702(a)).
34. **Date Solicitation Notice Published in CBD:** If applicable, enter the date that a synopsis of the solicitation appeared in the Commerce Business Daily (CBD).

**BASIC CONTRACTS AND NON-COMPETITIVE CONTRACT MODIFICATIONS ONLY**

**36. CICA Applicability**

  


A - CICA Applicable (Include 8(a))  
 B - Small Purchase Procedure

  


C - Subject to a Statute other than CICA (use for FAA)  
 D - Pre-CICA

**37. Extent Competed**

  


A - Competed Action (Include Small Business set-aside)  
 B - Not Available for Competition (use for sole-source 8(a))

  


C - Follow-on to Competed Action  
 D - Not Competed

**38. Solicitation Procedure**

  
  
  
  
  


A - Full and Open Competition (Sealed Bid)  
 B - Full and Open Competition (Competitive Proposal)  
 C - Full and Open Competition (Combination)  
 D - Architect - Engineer  
 E - Basic Research  
 F - Multiple Award Schedule

  
  
  


G - Alternate Source (Reduced Cost)  
 H - Alternate Source (Mobilization)  
 J - Alternate Source (Engineering/R&D)  
 K - Set Aside (Include competitive 8(a))  
 L - Other Than Full & Open Competition (Include sole-source 8(a), FAA.)

**39. Authority — Other than Full & Open Competition (Complete Only if No. 38 = L)**

  
  
  
  
  
  
  


A - Unique Source  
 B - Follow-on Contract  
 C - Unsolicited Research Proposal  
 D - Patent/Data Rights  
 E - Utilities  
 F - Standardization  
 G - Only One Source - Other than A-F above  
 H - Urgency

  
  
  
  
  


J - Mobilization  
 K - Essential R&D Capability  
 L - International Agreement  
 M - Authorized by Statute (inc. sole-source 8(a), FAA.)  
 N - Authorized Resale  
 P - National Security  
 Q - Public Interest

**40. A.I.D. Special Authorities — Other than Full & Open Competition (Complete only if No.39 = M)**

  
  
  


A - Impairment of Foreign Aid Programs: All Personal Services Contracts (PSCs). (See AIDAR 706.302-70)  
 B - Impairment of Foreign Aid Programs: Award of \$100,000 or less by an overseas contracting activity. (See AIDAR 706.302-70)  
 C - Impairment of Foreign Aid Programs: Written Determination by Assistant Administrator or Administrator. (see AIDAR 706.302-70)  
 D - Impairment of Foreign Aid Programs: Title XII Selection Procedure-General. (See AIDAR 706.302-70)

  
  


E - Impairment of Foreign Aid Programs: Title XII Selection Procedure-Collaborative Assistance. (See AIDAR 706.302-70)  
 F - Disaster Relief (See Handbook 8, Chapter 2)  
 G - None of the Above Special Authorities

**41. Synopsis of Procurement**

  
  


A - Synopsized prior to award  
 B - Not synopsized due to urgency (use only if No. 39 = H)  
 C - Not synopsized for other reason

**42. No. of Offers**

**43. No. of Offers of Non-U.S. Item(s)**

**MODIFICATIONS ONLY**

**44. Modification purpose (Mark all that apply)**

  
  
  
  
  
  


Incremental Funding  
 Administrative Change  
 Extension of Term  
 New/Revised Scope of Work  
 Increase in TEC  
 Decrease in TEC  
 Overhead Rate Adjustment

  
  
  
  


Exercise of Option  
 Transfer Administrative Responsibility  
 Novation Agreement  
 Termination for Convenience  
 Termination for Default  
 Other: \_\_\_\_\_

284

## SECTION 2 - INSTRUCTIONS

*For a modification which was non-competitive (i.e., which required a non-competitive justification and was outside of the scope of work of the original contract) complete items 36 thru 43. See FAR 6.302 and 6.303.*

**36. CICA Applicability:** Check the box next to the code which describes the applicability of CICA or other statutes to this award. Select code B - "Small Purchase Procedure" if this action is a small purchase pursuant to the procedures in FAR Part 13. Select Code C - "Subject to a Statute other than CICA" if this action is pursuant to the procurement procedures authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief. Select code A - "CICA Applicable" for all other procurement actions resulting from a solicitation issued on or after April 1, 1985 and codes B or C do not apply. 8(a) awards are coded as A. Non-competitive modifications are coded as A. Select code D - "Pre-CICA" for new procurements resulting from a solicitation issued prior to April 1, 1985.

**37. Extent Competed:** Check the box next to the code which describes the extent to which this award was competed. Select code A - "Competed Action" for Small Business set-asides and competitive 8(a) awards. Competed actions also include procurements authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief, where more than one offer was received. Select Code B - "Not Available for Competition" for sole-source 8(a) awards. Select Code B for procurements authorized under the Foreign Assistance Act (FAA), where only one offer was received.

**38. Solicitation Procedure:** Check the box next to the code which describes the method by which this award was competed. (See FAR Part 6.) Select Code K - "Set-Aside" for small business set-asides and competitive 8(a) awards. Code L - "Other Than Full & Open Competition" includes sole-source 8(a) awards and procurements authorized under the Foreign Assistance Act (FAA) for Impairment of

Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief.

**39. Authority - Other Than Full & Open Competition:** Complete only if item No. 38 is equal to "L". For awards exercising other than full and open competition, check the box next to the code which describes the authority by which the award was not fully competed. (See FAR Part 6.) Code M - "Authorized by Statute" includes sole-source 8(a) awards and procurements authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief.

**40. A.I.D. Special Authorities - Other Than Full & Open Competition:** Complete only if item No. 39 is equal to "M". For those awards authorized by the Foreign Assistance Act (FAA) for other than full and open competition, check the box next to the code which describes the authority. Select Code G - "None of the Above Special Authorities" for sole-source 8(a) awards.

**41. Synopsis of Procurement:** Check the box next to the appropriate code based on the Commerce Business Daily synopsis requirements of FAR 5.2. Code B - "Not synopsisized due to urgency" may be used only if item 39 is equal to "H".

**43. No. of Offers of Non-U.S. Item(s):** Enter the number of bidders offering non-U.S. foreign end items worth 51% or more of the contract value. If the contract is exclusively for services, enter "0".

**44. Modification Purpose (Mark all that apply):** If this action is a Modification to a Basic Award or a Modification to an Order, check all of the Modification Purposes that apply to this action. If the purpose is other than those listed on the form, check "Other" and provide a brief description.

**SECTION 3: VENDOR INFORMATION (All Actions)**

45. Prime Vendor: (Full Name and Address)

International College  
850 Third Avenue, 18th Fl.  
New York, NY 10022.

46. DUNS or CEC Number

47. Taxpayer ID No. (TIN)

**BASIC AWARDS AND NOVIATIONS ONLY**

48. Economic Sector

A  
 B

A - Private  
B - International Public Sector

C  
 D

C - Federal Government  
D - State/Local Government

49. Business Organization Type

A  
 B  
 C  
 D  
 E  
 F  
 G

A - Corporation  
B - Individual  
C - University or College  
D - Historically Black College or University  
E - Educational Organization other than University or College  
F - International Center  
G - Research Organization other than International Center

H  
 I  
 J  
 K  
 L  
 M  
 Z

H - Voluntary Organization  
I - Foundation  
J - Hospital  
K - Partnership  
L - Proprietorship  
M - Sheltered Workshop  
Z - Other

50. For Profit?

Yes

Yes

No

No

51. U.S. Nationality? (If U.S. Nationality, then answer Items 52-53)

Yes

Yes

No

No

52. Ownership Type (Complete only if Item No. 51 = Yes)

A  
 B  
 C  
 D

A - Asian-Indian American  
B - Asian-Pacific American  
C - Black American  
D - Hispanic American

E  
 F  
 Z

E - Native American  
F - Other Minority  
Z - Non-Minority

53. Woman/Woman-Owned?  
(Complete only if Item No. 51 = Yes)

Yes

Yes

No

No

54. If the Vendor is an individual who is not a U.S. Citizen, is he/she a Green Card holder?

Yes

Yes

No

No

55. If U.S. University, Host Country Counterpart Institution:

56a. Common Parent Organization (tax purposes)

Yes

Yes

No

No

56c. DUNS or CEC Number

56b. Parent Vendor (Full Name)

56d. Taxpayer ID No. (TIN)

57a. Joint Venture?

Yes

Yes

No

No

57b. Participant Vendor (Full Name)

57c. DUNS or CEC No.

57d. Taxpayer ID No. (TIN)

### SECTION 3 - INSTRUCTIONS

45. **Prime Vendor:** Record the vendor's full name and address in the space provided. For U.S. Universities include participating School/Center/Institute. For PASA/RSSAs include participating Agency and Department. For individuals, record the name as last, first and middle initial.
46. **DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for the vendor of this action.
47. **Taxpayer ID No. (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for the vendor of this action. (Note: for individuals, the TIN is the individual's Social Security Number.) Foreign vendors which do not do business in the U.S. do not have a TIN. See FAR 4.9.
48. **Economic Sector:** Check the box next to the code which best applies to the sector in which the vendor of this action participates.
49. **Business Organization Type:** Check the box next to the code which best describes the vendor of this action.
50. **For Profit (Y/N)?:** Check "Yes" if the vendor is a profit organization. Check "No" if the vendor is a non-profit organization. ( Even if a non-profit organization charges a fee, it is still considered to be non-profit).
51. **U.S. Nationality (Y/N)?:** Check "Yes" if the vendor is a U.S. citizen; is a corporation or partnership organized under the laws of the U.S.; is a U.S.- controlled foreign corporation (per 957 et seq. of the U.S. Internal Revenue Service Code); or is a joint venture consisting entirely of individuals, corporations, or partnerships falling into one of the three foregoing categories.
52. **Ownership Type:** Complete only if Item No. 51 is equal to "Yes". If the vendor is a firm or individual of U.S. Nationality, check the box next to the code which best describes the ownership type of the vendor of this action.
53. **Woman/Woman-Owned (Y/N)?:** Complete only if Item No. 51 is equal to "Yes". If the vendor is a firm or individual of U.S. Nationality, indicate whether or not the vendor is a woman or woman-owned. A woman-owned business is a business that is at least 51% owned, controlled, and operated by women who are U.S. citizens.
54. **If the Vendor is an Individual who is not a U.S. Citizen, is he/she a Green Card holder? (Y/N):** Answer "Yes" if the individual has a green card, even if they are not currently residing in the U.S.
55. **Host Country Counterpart Institution:** If the vendor is a U.S. University, enter the name of the host-country institution receiving technical assistance.
- 56a. **Common Parent Organization (Tax Purposes):** Answer "Yes" if the firm is a member of an affiliated group of corporations that files Federal Income Tax returns on a consolidated basis. If "Yes", complete Items 56b. - 56d. related to the parent firm.
- 56c. **Common Parent DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for the common parent (tax filing) organization.
- 56d. **Common Parent Taxpayer ID Number (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for the common parent organization. See FAR 4.9.
- 57a. **Joint Venture?:** Answer "Yes" if the awardee is a joint venture. If "yes", complete Items 57b, 57c and 57d for each participant in the joint venture.
- 57c. **Participant DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for each joint venture participant.
- 57d. **Participant Taxpayer ID Number (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for each joint venture participant.

**SECTION 4: FINANCIAL INFORMATION (All Actions)**

**58. Total Estimated Cost (TEC)**

a. Previous TEC

\$ 275,000

b. (Increase/Decrease) This Action

\$ 0

c. Current TEC

\$ 275,000

**OBLIGATION DATA**

59.

a. Budget Plan Code

b. Project Number

c. Amount Obligated/Deobligated  
(This Action)

d. Funds Type\*

EASA90-13890-KG11

938-1416-0389051

\$ 275,000

USD

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

e. TOTAL 

\$ 275,000

\* Funds Type Codes

USD: U.S. Dollars

USL: U.S. Owned Local Currency

**60. Paying Office: Identify the Office responsible for paying vendor invoices.**

For Mission Payments, enter:

USAID/ (country)

For A.I.D./W Payments, check either:

PFM/FM/A/OE

PFM/FM/CMPD/DCB

**61a. Incrementally Funded?**

YES

NO

**61b. If Incrementally Funded;**

Date Funded through: (MMDDYY)

324

## SECTION 4 - INSTRUCTIONS

**NOTE:** All financial information must be in U.S. dollars or U.S. dollar equivalents. All local currency amounts must be converted to the U.S. dollar equivalent. "U.S. dollar equivalent" is the dollar value of the local currency at the time of the action signature.

**58a. Previous Total Estimated Cost (TEC):** Enter the total estimated cost to be incurred during the expected life of this award, as of the previous action.

**58b. Total Estimated Cost (TEC): (Increase/Decrease) This Action:** Enter the amount of change in the total estimated cost as a result of this action. Use a minus sign to indicate a decrease. If there is no change, enter "0".

**58c. Current Total Estimated Cost (TEC):** Enter the current total estimated cost to be incurred during the expected life of this award.

**59a. Budget Plan Code (BPC):** Enter each Budget Plan Code associated with this action.

**59b. Project Number:** Enter the Project Number associated with each BPC.

**59c. Amount Obligated/Deobligated (This Action):** Enter the obligation amount associated with each BPC. Use a minus sign to indicate a deobligation.

**59d. Funds Type:** Enter the Funds Type Code associated with each BPC. "USD" = U.S. Dollars. "USL" = U.S. Owned Local Currency.

**59e. TOTAL Obligation/Deobligation:** Enter the sum of all BPC amounts found in item 59.c. Use a minus sign to indicate a deobligation.

**61a. Incrementally Funded (Y/N)?:** An award which is not fully funded but will be funded in increments. The award states the amount presently available for payment by the government and allotted to the award, and the period of performance it is estimated the allotted amount will cover.