

PD HAB 748

Mission Spéciale Américaine  
de Coopération Economique  
et Technique en Tunisie

UNITED STATES OF AMERICA  
Special Mission for Economic  
and Technical Cooperation  
149, Avenue de la Liberté  
Tunis, Tunisia

البعثة الأمريكية الخاصة للتعاون  
الاقتصادي والفني  
تونس



Maitre Boutheina Zmerli  
Présidente  
Fédération Tunisienne des Femmes  
de Carrières Juridiques  
Bibliothèque de l'UNPT  
7, Rue Sivan Pacha  
Tunis

MAR 22 1984

SUBJECT: Leg 1 Rights for Women  
AID Grant No. 664-0335

Dear Mrs. Zmerli:

The purpose of this letter is to amend certain clauses of the AID Grant No. 664-0335 to your Federation dated September 30, 1981 and to set out our understanding as to how the \$15,000 line item entitled Periodicals is to be reprogrammed.

First, the completion date for this project as set out in our letter to you dated June 27, 1983, is hereby extended from March 31, 1984 to September 30, 1984.

Secondly, Attachment A, Program Description is amended as follows: 1) Delete Paragraph C2 in its entirety; 2) From the budget set out in Section E eliminate Item (2) "Periodical" transferring the \$15,000 amount budgeted for Item (2) to Item (3) "Public Discussion" in the amount of \$6,000 and to Item (4) "Studies of Law" in the amount of \$9,000.

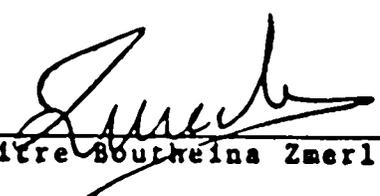
The reprogrammed funds will increase Item (3) permitting the FTFCJ to purchase project equipment as appropriate and Item (4) for funding a study on "Participation of Women in Elective Institutions". We also agree to the additional part-time librarian services which fit within Item (5) of the Grant.

Please indicate your agreement with the above by signing below and returning one copy of this letter to USAID.

Sincerely yours,

  
James R. Phippard  
Director

Concurrence:

  
Maître Bourheina Zmerli

MAR 22 1984

Mission Spéciale Américaine  
de Coopération Economique  
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148, Avenue de la Liberté  
Tunis, Tunisie

البعثة الأمريكية الخاصة للتعاون  
الاقتصادي والفني  
تونس

Maitre Boutheina Zmerli  
Présidente  
Fédération Tunisienne des Femmes de  
Carrières Juridiques  
Bibliothèque de l'UNFT  
7, Rue Sinan Pacha  
Tunis

MAR 22 1984

OBJET: Droits Juridiques pour les Femmes  
Don de l'A.I.D. No. 664-0335

Maitre,

J'ai l'honneur de vous envoyer la présente pour modifier certaines clauses du Don de l'A.I.D. No. 664-0335 au profit de votre Fédération, daté du 30 septembre 1981, et de définir notre accord sur la manière de reprogrammer les 15.000 dollars inscrits à l'Article du Budget intitulé "Revue".

Tout d'abord, la date d'achèvement de ce projet, telle que fixée dans la lettre que nous vous avons envoyée le 27 juin 1983, est reportée par la présente du 31 mars 1984 au 30 septembre 1984.

En second lieu, l'Annexe A, Description du programme, est modifiée comme suit: 1) supprimer le Paragraphe C2 dans son ensemble; 2) dans le budget présenté à la Section E, éliminer l'Article (2) "Revue" transférant ainsi les 15.000 dollars précédemment affectés à cet Article, à l'Article (3) "Débats Publics" pour le montant de 6,000 dollars, et à l'Article (4) "Etudes des Lois" pour le montant de 9,000 dollars.

Les fonds reprogrammés augmenteront l'Article (3) ce qui permettra à la FTFCJ d'acquérir l'équipement du projet tel qu'approprié ainsi que l'Article (4) pour financer une étude sur la "Participation des Femmes dans les Institutions Elues". En outre, nous sommes d'accord pour le recrutement d'un bibliothécaire à mi-temps; ce recrutement s'inscrit dans les limites de l'Article (5) du Don.

Je vous prie de nous indiquer votre accord sur ce qui précède en apposant votre signature ci-dessous et en retournant à l'USAID une copie signée de la présente lettre.

Veillez agréer, Maître, l'expression de ma considération distinguée.

  
James R. Phippard  
Directeur

Lu et Approuvé:   
Maire Bourheina Zmerli

Date: 22/ Mars / 1984



SEP 30 1981

Maître Boutheina Zmerli  
President  
Fédération Tunisienne des Femmes  
de Carrières Juridiques  
Bibliothèque de l'U.N.F.T.  
7, rue Sinan Pacha  
Tunis, Tunisia

Subject: A.I.D. Grant to FTFCJ

Dear Maître Zmerli:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development ("A.I.D." or Grantor") hereby grants to the Fédération Tunisienne des Femmes de Carrières Juridiques ("FTFCJ" or Grantee) the sum of Ninety Thousand U.S. Dollars (\$90,000) including the Tunisian Dinars equivalent) to support certain elements of the Action Plan of FTFCJ.

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by FTFCJ in furtherance of the program objectives during the period October 1, 1981 through September 30, 1983 or any other date as agreed to in writing by the Parties to this Agreement. The Grant is made to FTFCJ on condition that the funds will be administered in accordance with the terms and conditions set forth in:

Attachment A - Program Description  
Attachment B - Standard Provisions.

Please sign and return the original and two copies of this letter to acknowledge your acceptance of the conditions under which these

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funds have been granted.

Sincerely yours,

Martin V. Dagata  
Director

Attachments:

Program Description  
Standard Provisions

ACCEPTED

Federation Tunisienne des Femmes de Carrières Juridiques

BY \_\_\_\_\_  
Maître Boutheina Zmerli  
President

Date \_\_\_\_\_

Attachment A

PROGRAM DESCRIPTION

A. Purpose of Grant

The purpose of this Grant is to provide support to FTFCJ in fulfilling certain elements of its May 9, 1981 Action Plan during the period from October 1, 1981 through September 30, 1983.

B. Specific Objectives

The specific objectives of this program are:

1. to disseminate information to women in Tunisia concerning their legal rights;
2. to promote the thoughtful and informed discussion by women in Tunisia of legal issues affecting their status;
3. to investigate the effect of the electoral and personal status laws of Tunisia upon women in Tunisia; and
4. to obtain, systematize and analyze data concerning women in the Tunisian labor force.

C. Implementation

To achieve the above objectives, FTFCJ will ensure that the following activities are carried out with funds provided by this Grant and with other resources it controls:

1. Question-and answer guide. In order to disseminate useful and understandable information to women in Tunisia concerning their legal rights, FTFCJ will produce a simple question-and answer guide in the Arabic and French languages describing these rights. FTFCJ will see to it that a reasonable number of such guides are produced and distributed throughout Tunisia, and at no more than a modest charge.

2. Periodical. In order to disseminate more complex and sophisticated information to women in Tunisia concerning their legal rights, FTFCJ will produce a periodical in the Arabic and/or French language which describes these rights and matters related thereto. FTFCJ will see to it that a reasonable number of copies of the periodical are produced, and are distributed in Tunisia at a reasonable charge.

3. Public Discussion. In order to promote the thoughtful and informed discussion by women in Tunisia of legal issues affecting their status, FTFCJ will sponsor and organize public discussions,

of such issues and activities reasonably related thereto, throughout Tunisia. Such discussions will be open to members of the public and will be published prior to their occurrence. FTFCJ may also visit the interior of the country in order to provide information to rural women concerning their rights.

4. Studies of Law. In order to investigate the effect of the electoral and personal status laws of Tunisia upon women in Tunisia, FTFCJ will do a systematic review of the texts of such laws, the manner in which they have been applied and related matters. FTFCJ shall make a written record of its review.

5. Statistical research and analysis. In order to obtain, systematize and analyze data concerning women in the Tunisian labor force, FTFCJ, with the assistance (if required) of social science and statistics experts, will seek to gain access to such data, to record it in a useful manner, to organize it and to analyze it. FTFCJ will make a written record of such research and analysis.

#### D. Reporting

1. Project Reports. FTFCJ will provide four semi-annual project reports beginning six months after the date of this Grant to USAID/Tunis. The reports will provide a reasonably detailed description of the activities which have taken place in the preceding six-month period under each of the five implementation items listed above. The final report will include an evaluation of the success of the program. All reports will be submitted in French (or English) in three copies to USAID/Tunis.

2. Financial reports. Financial reporting requirements are described in Section 4 of the Standard Provisions concerning advances.

#### E. Budget

During the period October 1, 1981 through September 30, 1983 (or any other date agreed to in writing by the parties to this Grant), the Grant funds, including local currency, shall be used to finance the following items (listed in U.S. dollar equivalents):

<u>Item</u>	<u>A.I.D. Contribution</u>
(1) Question-and-answer guide (including:writing editing, publication, distribution, translation)	\$25,000
(2) Periodical (including:writing editing, publication, distribution, translation)	\$15,000

<u>Item</u>	<u>A.I.D. Contribution</u>
(3) Public discussion(including: transportation, rental of facilities, rental of equipment, fees for participant speakers, publicity, printed record)	\$15,000
(4) Studies of law (including: review of legal materials and related documents, analysis of materials, recording of findings, purchasing information materials)	\$15,000
(5) Statistical research and analysis(including: review of employment data and related items, analysis of data, assistance of outside consultants, recording of findings), purchasing information materials).	\$20,000

The FTFCJ contribution to the budget will include the dues of members, resources provided by the Union National des Femmes de Tunisie ("UNFT") and in-kind contribution of members and supporters of FTFCJ. The amount of this contribution over the life of the project will not be less than \$30,000 (or twenty-five percent of the project cost).

FTFCJ may not spend more in A.I.D contributed funds than the total amount listed above. FTFCJ may adjust, as reasonably necessary, any of the line items above in amounts not to exceed fifteen percent without obtaining prior written approval of A.I.D., provided such adjustments do not result in an increase in the A.I.D. contribution or in the application of funds to FTFCJ's normal administrative and operating expenses or to its Legal Defense program.

#### F. Special Provisions

1. Conditions Precedent to the Advance. Prior to disbursement by A.I.D. of the first advance under this Grant, FTFCJ will provide, in form and substance satisfactory to A.I.D.: (a) a bond guaranteeing repayment to A.I.D. of the advance in the event the funds are not used in accordance with their terms of the Grant, (b) a letter from the Government of Tunisia to A.I.D. indicating that it has no objection

to A.I.D.'s providing the Grant to FTFCJ, (c) the names and specimen signatures of FTFCJ personnel authorized to act as representatives of FTFCJ for the purpose of the Grant and (d) the name of the bank and number of the account in which the advance is to be deposited. Other documentation requirements for the advance are listed in Section 4 of the Standard Provisions.

2. Consultation and inspection. The Parties hereto agree to consult from time to time about the Grant program. FTFCJ also agrees that it will permit A.I.D. personnel to have access at reasonable times to activities financed under the Grant.

3. Language and law to govern. This Grant is prepared in the English language with a French translation; in the event of ambiguity or conflict between the two versions, the English shall control. This Grant is governed by the law of the District of Columbia of the United States.

Attachment B

STANDARD PROVISIONS  
FOR  
NON-U.S. GRANTEE

1. Allowable Costs and Payment

The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant Officer to be allowable in accordance with the terms of this Grant and Subpart 15.2 (Contract with Commercial Organizations) of the Federal Procurement Regulations (41 CFR 1-15.2) in effect on the date of this Grant. Payment of allowable costs shall be in accordance with the Payment provision of this Grant.

2. Accounting, Records, and Audit

The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the Grant. The Grantee shall preserve and make available such records for examination and audit by A.I.D. and the Comptroller General of the United States, or their authorized representatives (a) until the expiration of three years from the date of termination of the program and (b) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the A.I.D. Grant Officer to dispose of the records. A.I.D. follows generally accepted auditing practices in determining that there is proper accounting and use of grant funds. The Grantee agrees to include the requirements of this clause in any subordinate agreement hereunder.

3. Refunds

(a) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, the Grantee shall refund to A.I.D. an amount equivalent to the amount of interest accrued.

(b) Funds obligated hereunder but not disbursed to the Grantee at the time the Grant expires or is terminated, shall revert to A.I.D. except for funds encumbered by the Grantee by a legally binding transaction applicable to this Grant. Any funds disbursed to but not expended by the Grantee at the time of expiration or termination of the Grant shall be refunded to A.I.D..

(c) If, any time during the life of the Grant, it is determined by A.I.D. that funds provided under the Grant have been expended for purposes not

in accordance with the terms of the Grant, the Grantee shall refund such amounts to A.I.D.

4. Advance and Payment

(a) The Grantee may request advance of funds, from time to time, in an amount not to exceed 60 days budgetary requirements or \$25,000, whichever is the lesser. The Grantee will submit form SF-1034 in an original and three copies to request such advances. The requests must be supported by an approved detailed budget. After disbursement of the first advance, subsequent advances may be requested only when the existing advance has been liquidated or a new advance justified within the context of the 60 days or \$25,000 budgetary requirement described above,

(b) Periodically (but not less than quarterly) the Grantee will submit to the USAID Controller voucher form SF-1034 in an original and three copies in support of expenses incurred for the period. The voucher must be supported by an invoice which includes at least, the following:

A listing by line item budget categories (specified in the Grant) of (1) total budget, (2) cost incurred during the billing period for which payment is requested, and (3) total cost incurred to date. This limited documentation is supported by a certification by a responsible official (so named in the Grant) generally as follows:

"The undersigned hereby certifies (1) that payment of the sum claimed under the cited Grant is proper and due and that appropriate refund to A.I.D. will be made promptly upon request of A.I.D. in the event of nonperformance, in whole or in part, under the Grant or for any breach of terms of the Grant, (2) the information on the fiscal report is correct and such detailed supporting information as A.I.D. may require will be furnished, at the Grantee's home office of base office, as appropriate, promptly to A.I.D. on request; and (3) that all requirements called for by the Grant to the date of this certification have been met.

By \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

5. Travel and Transportation

DATE: \_\_\_\_\_

(a) A.I.D. hereby approves travel within Tunisia hereunder.

(b) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR); however, if the Grantee's domestic travel allowance policies and procedures have been reviewed and approved by A.I.D. or another Federal department or agency pursuant to the applicable Federal cost principles, the Grantee may use its travel allowance system in lieu of the FTRs after it has furnished the Grant Officer with a copy of such approval.

6. Procurement of Goods and Services under \$250,000

(a) Ineligible Goods and Services

Under no circumstances shall the Grantee procure any of the following under this Grant:

- (1) military equipment,
- (2) surveillance equipment,
- (3) commodities and services for support of police or other law enforcement activities,
- (4) abortion equipment and services,
- (5) luxury goods and gambling equipment, or
- (6) weather modification equipment.

If A.I.D. determines that the Grantee has procured any of the ineligible goods and services specified above under this Grant, and has received reimbursement for such purpose, the Grantee agrees to refund to A.I.D. the entire amount of the purchase.

(b) Restricted Goods

The Grantee shall not procure any of the following goods or services from a non-U.S. source (i.e., other than A.I.D. Geographic Code 000) without the prior written authorization of the Grant Officer:

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) plasticizers,
- (6) used equipment, or
- (7) U.S. Government-owned excess property.

If A.I.D. determines that the Grantee has procured any of the restricted goods specified above under this Grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purpose, the

Grantee agrees to refund to A.I.D. the entire amount of the purchase.

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer under paragraph 6(b) above, all other goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursed under this Grant and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., A.I.D. Geographic Code 935) in accordance with the following order of preference:

- (1) The United States (A.I.D. Geographic Code 000),
- (2) Tunisia,
- (4) "Selected Free World" countries (A.I.D. Geographic Code 941),
- (4) "Special Free World" countries (A.I.D. Geographic Code 935).  
(List of A.I.D. Geographic Codes are attached.)

(d) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in 6(c) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

- (1) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. source exceeded by 50% or more the delivered price from the non-U.S. source,
- (3) impelling local political considerations precluded consideration of U.S. source,
- (4) the goods or services were not available from U.S. sources, or
- (5) procurement of locally available goods or services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance Program under the Grant.

(e) The Grantee's Procurement System

- (1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and the following:

a. The recipient shall maintain a code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award, or administration of a contract in which Federal funds are used, where, to his/her knowledge, he/she or his/her immediate family, partners, or organization in which he/she or his/her immediate family or partner has a financial interest or with whom he/she is negotiating or has any arrangement concerning prospective employment. The recipient's officer, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the recipient's officers, employees, or agents.

b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient should be alert to organizational conflicts of interest on noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order for his/her bid/offer to be evaluated by the recipient. Any and all bids/offers may be rejected when it is in the recipient's interest to do so.

c. All recipients shall establish procurement procedures that provide for, at a minimum, the following procedural requirements.

(1) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

(2) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such a description shall not, in competitive procurements, contain features that unduly restrict competition. "Brand name or equal" descriptions may be used as a means

to define the performance or other salient requirements of a procurement and, when so used, the specific features or the named brand which must be met by bidders/offerers shall be clearly specified.

(3) Positive efforts shall be made by the recipients to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing Federal funds.

(4) The type of procuring instruments used: i.e., fixed-price contracts, cost-reimbursable contracts, purchase orders, incentive contracts, shall be determined by the recipient but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(5) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

(6) All proposed sole source contracts or where only one bid or proposal is received in which the aggregate expenditure is expected to exceed \$10,000 shall be subject to prior approval of an officer of the recipient's top management.

(7) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

(8) Procurement records and files for purchase in excess of \$10,000 shall include the following:

(a) Basis for contractor selection;

(b) Justification for lack of competition when competitive bids or offers are not obtained; and

(c) Basis for award cost or price.

(9) A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions, and specifications of the contract, and to ensure adequate and timely follow up of all purchases.

- (2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of such paragraph (1) above and have been approved by A.I.D. or another Federal department or agency, the Grantee shall furnish the Grant Officer a copy of such approval, otherwise the Grantee's procurement policies and procedures shall conform to those specified in Subparagraph (1) above.

(f) Small Business

To permit A.I.D., in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this Grant, the Grantee, shall, to the maximum extent possible, provide the following information to the Small Business Office, A.I.D., Washington, D.C. 20523 at least 45 days prior (except where a shorter time is requested of, and granted by the Small Business Office) to placing any order or contract in excess of \$25,000:

- (1) Brief general description and quantity of goods or services
- (2) Closing date for receiving quotations, proposals, or bids; and
- (3) Address where invitations or specifications can be obtained.

(g) Ineligible Suppliers

Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under A.I.D. Regulation 8, "Suppliers of Commodities and Commodity-Related Service Ineligible for A.I.D. financing" (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this Grant. A.I.D. will provide the Grantee with this list.

7. Title to and Use of Property

Title to all property financed under this Grant shall vest in the Grantee, subject to the following conditions:

- (a) The Grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the Grantee under this provision under this Grant or any other U.S. Government grant, subgrant, contract or subcontract.

(b) The Grantee agrees to use and maintain the property for the purpose of the Grant in accordance with the requirements of paragraph 1T of Chapter 1 of Handbook 13 (attached).

(c) With respect to nonexpendable property having an acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

- (1) To report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.
- (2) To transfer title to any such items to the Government in accordance with any written request therefor issued by the Grant Officer at any time prior to final payment under this Grant.

#### 8. Termination

(a) For Cause. This Grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he/she shall determine that such termination is in the best interest of the Government.

(b) For Convenience. This Grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the Grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the Grant Officer to the Grantee.

(c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this Grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Government to the Grantee prior to effective date of the termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Government within 90 calendar

days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in this Grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

#### 9. Publications

(a) If it is the Grantee's intention to identify A.I.D.'s contribution to any publication resulting from this Grant, the Grantee shall consult with A.I.D. on the nature of the acknowledgement prior to publication.

(b) The Grantee shall provide the Project Manager with one copy of all published works developed under the Grant. The Grantee shall provide the Project Manager with lists of other written work produced under the Grant.

(c) In the event Grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

(d) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant in accordance with paragraph 1T8.b. of Chapter 1, Handbook 13, provided, the Grantee agrees to and does hereby grant to A.I.D. a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so.

#### 10. Regulations Governing Employees Outside The United States

(This provision is applicable only to the Grantee's non-Tunisian)

(a) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government Offices or facilities for support while so engaged.

(b) The sale of personal property or automobiles by Grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire A.I.D. personnel employed by the mission, except as this may conflict with host government regulations.

(c) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage directly or indirectly, either in his own name or in the name or through an agency

of another person, in any business, profession, or occupation in the foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

(d) The Grantee's employees, while in Tunisia, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any Grantee employee is not in accordance with the preceding paragraphs, the Grantee's chief of party shall consult with the Mission Director and the employee involved and shall recommend to the Grantee a course of action with regard to such employee.

(f) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen when, in the discretion of the Ambassador, the interests of the United States so require.

#### 11. 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 the Grant Officer if they will be funded hereunder, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of paragraph 1U, Chapter 1 of A.I.D. Handbook 13. 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.

#### 12. U.S. Officials not to Benefit

No member of or delegate to the U.S. Congress or resident U.S. commissioner shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Grant if made with a corporation for its general benefit.

#### 13. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach

or violation of this warranty, 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.

14. Nonliability

A.I.D. does not assume liability with respect to any third party claims for damages arising out of work supported by this Grant.

15. Amendment

The Grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the Grant Officer and an appropriate official of the Grantee.

16. The Grant

The letter to the Grantee signed by the Grant Officer, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant.

17. Notices

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

To the A.I.D. Mission Director at the address specified in the Grant,

To Grantee - At Grantee's address shown in the Grant,

Or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.