



**Attachments:**

1. Schedule
2. Program Description
3. Standard Provisions

**FISCAL DATA**

Appropriation:	72-1131021.4
Budget Plan Code:	LDAA-83-25519-BG13
Project No. :	519-0275
Total Obligated	
Amount :	\$1,400,000

Attachment 1

SCHEDULE

A. Purpose of Grant

The purpose of this Grant hereafter referred to alternatively as Grant, Cooperative Agreement or Agreement is to provide support for the Improved Delivery of Family Planning Services Project, as more specifically described in Attachment 2 to this Grant entitled "Program Description".

B. Period of Grant

1. The effective date of this Grant is September 30, 1983, the amount obligated under this Grant shall apply to commitments made by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending December 31, 1984, except as A.I.D. may otherwise agree in writing.

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of \$1,400,000 for purposes of this Grant.

2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3 - Standard Provision - Periodic Advance.

D. Financial Plan

The Financial Plan for this Agreement is found in the Program Description - Budget.

E. Reporting and Evaluation

SDA shall provide to A.I.D. beginning April 15, 1984, and thereafter quarterly, reports, in form and substance satisfactory to A.I.D., on activities financed under this Agreement. SDA shall provide to A.I.D., between July 1 and September 30, 1984, and evaluation of the activities financed under this Agreement.

F. Special Provisions

1. Prior to any disbursement of funds under this Cooperative Agreement or the issuance of any commitment documents under the Cooperative Agreement,

3

the SDA shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D. a detailed implementation plan and budget for project activities.

2. Prior to any disbursement of funds under this Cooperative Agreement after March 31, 1984, or the issuance of any commitment documents under the Cooperative Agreement for such disbursement, SDA shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence of satisfactory action on the recommendations in a scheduled evaluation of the Family Planning and Population Project (519-0149)

3. SDA and A.I.D. agree that the nature of the activities to be carried out under the Cooperative Agreement require the substantial involvement of A.I.D. and SDA therefore agrees to the constitution of a Project Implementation committee with the members and duties set out below.

a. Constitution of the Project Implementation Committee, (PIC): The PIC will be composed of the Executive Director, the Administrative Director and the internal auditor of the SDA; and the Chief of the Human Resources and Humanitarian Affairs Division of USAID/El Salvador and the Project Manager of USAID/El Salvador for the Cooperative Agreement. The Committee will start operating immediately upon signing of the Cooperative Agreement.

b. Duties of the Project Implementation Committee: The PIC will:

- (1) Review and approve the materials to be used through the Mass Media program carried out by the SDA; e.g.: radio and TV spots, design of brochures, pamphlets, signs, posters, calendars and general publications.
- (2) Meet periodically with operative personnel of the SDA.
- (3) Supervise field operations on a regular basis.
- (4) Prepare and send to AID/W a quarterly report program performance, independently of the activities quarterly report.
- (5) Take part in all the meetings to take place with governmental and international institutions in charge of family planning and population activities as well as other SDA's donors.
- (6) Review all activities related to personnel staff movement e.g.: contracts, vacations, suspensions, etc.

11

c. USAID Staff in HR/HA will:

- (1) Participate twice monthly in SDA staff meetings to review program performance;
- (2) Collaborate with the SDA in the elaboration of the quarterly activities reports;
- (3) Periodically review SDA accounting procedures and reports;
- (4) Coordinate the evaluations planned to take place each year in June-July;
- (5) Review the quarterly supervision plans for the Community Based Distribution Program, and the Medical-Clinic Program;
- (6) Each quarter attend the SDA Board of Directors Meeting;
- (7) In coordination with the Controller, review and approve any single expense which exceed \$8,000.
- (8) Review monthly requests for reimbursements prior to submission to USAID Controller's Office.

5

PROGRAM DESCRIPTION.

IMPROVED DELIVERY OF FAMILY PLANNING SERVICES

Section I. Program Summary

A. Purpose. The purpose of this Project is to assist the Salvadoran Demographic Association (SDA), in coordination with agencies of the Government of El Salvador involved in population planning, in reaching the national goal of reducing population growth from current 3.3% to 3.0% or lower by the end of 1986. The Project will expand the delivery of family planning services through programs of Community Based Distribution of contraceptives (CBD), Commercial Retail Sales of contraceptives (CRS), Mass Media Campaigns, Voluntary Surgical Contraception for both women and men in fertile age and providing training for Recipient personnel.

B. Objectives. The objectives of this program are:

1. To reach approximately 77,229 contraceptive users by the end of the Project.

2. To market approximately 1.5 millions condoms; 200,000 cycles of oral contraceptives; and 37,000 vaginal tablets.

3. To reach the 100% of the fertile population by mass media including radio, television, newspapers, and pamphlets with messages on family planning and population.

C. Activity Components. The purpose of providing education on population matters and contraceptive services to the population in fertile age is to contribute toward reducing the National Crude Birth Rate, estimated at 41/1000 at present.

D. Implementing Institution. The program will be implemented by the SDA with financing and commodities provided by A.I.D., all as more fully described below.

Section II. Future Modifications.

The policies, rules and procedures set forth herein may be elaborated or modified, if necessary, by mutual agreement between A.I.D. and the SDA. Unless specific advance written authority is extended by A.I.D., no exceptions to the rules set forth herein will be permitted. Unauthorized exceptions to the rules will be the legal and financial responsibility of SDA.

Section III. Agreement Costs.

A. Disbursements. Disbursements will be made to the Recipient up to a maximum amount, as set forth in the Cooperative Agreement and in the Budget for the actual costs of services provided under this Agreement, in accordance with the categories and amount set for in the budget.

B. Advances. To enable SDA to disburse such funds, A.I.D. shall provide an initial advance equal to approximately two months' projected disbursements to establish a rotating fund. The amount of the advance will be sufficient to cover two months of operations.

SDA will submit each month to A.I.D. a request for replenishment of the advance. This documentation shall be submitted to A.I.D. within fifteen days after the end of each month and will include an estimate of the next 60 days requirements. At no time will the total outstanding amount of the advance exceed sixty days expenditure requirements.

ILLUSTRATIVE BUDGET FOR AID-FINANCED PORTION OF ACTIVITIES  
(\$000)

A.- (YEAR BUDGET)		<u>Estimated Monthly</u>
<u>Expenditures</u>		
A) <u>CBD PROGRAM</u>		
1. Personnel	508.0	42.33
2. Maintenance	240.0	20.0
3. Training	24.0	2.0
4. Per diem	<u>60.0</u>	<u>5.0</u>
	832.0	69.33

B) <u>FAMILY PLANNING</u> <u>FOR DISPLACED</u> <u>FAMILIES</u>	32.0	2.66
<u>INFORMATION</u> <u>/EDUCATION</u>		
1. Materials	20.0	1.67
2. Publicity	<u>62.7</u>	<u>5.22</u>
Sub-Total	82.7	6.89
D) <u>CLINICS</u>		
1. Personnel	153.6	
2. Materials	30.0	
3. Maintenance	<u>3.6</u>	<u>0.30</u>
Sub-Total	187.2	15.60
E) <u>COMMERCIAL RETAIL</u> <u>SALES</u>		
1. Personnel	88.0	7.33
2. Publicity	<u>62.7</u>	<u>5.22</u>
Sub-Total	150.7	12.55
F) <u>EVALUATION</u>	5.0	0.41
G) <u>OBSERVATIONAL</u>		
- Trips	15.0	1.25
H) <u>OTHERS</u> (Including Administrative Improvement Activities)	<u>95.4</u>	<u>7.95</u>
GRAND TOTAL	1,400.0	116.66

Section IV. Accountability and Legal Responsibility.

A. Assumption of Responsibility.

SDA assumes full legal responsibility for the safe-keeping and accountability of funds, commodities and services records pertaining to activities under this Agreement, including these commodities to be furnished by A.I.D. to SDA but which are not financed under this Agreement. It must maintain detailed records of accounts, inventories, receipts, disbursements and other information, in accordance with procedures set forth herein and as elaborated upon in training and technical assistance activities.

B. Availability of Records.

All the activities records must be available for inspection at any time by supervisors and auditors of A.I.D. or their delegated representatives. Individual wishing to inspect such records must have written authorization from A.I.D. No program records shall be removed from the Recipient's place of business without advance written authorization from A.I.D.

C. Legal Responsibility.

SDA will be responsible for any losses or unaccounted funds, commodities, materials, program records or other resources. Such losses or unaccounted resources will be deducted from expense reimbursements due to SDA. If such losses or unaccounted resources exceed those amounts, they will be reimbursed to A.I.D. by SDA from its own resources.

Section V. Preferences not permitted.

A. All efforts conducted under this Agreement shall be free from influence by or perceived association with political and military considerations.

B. Members of the SDA's staff or their relatives will receive no preference in any aspects of the program.

Section VI. SDA's Administration.

A. Personnel Employed. No person employed full time by SDA under this Agreement may hold any other part-time or full-time employment during the duration of his or her service under this Agreement.

B. SDA Workweek.

The normal workweek for SDA's staff shall be a fully operational five (5) days per week, from Monday to Friday, inclusive, eight hours a day.

PART II. DESCRIPTION OF THE PROJECT.

Four of the seven sub-programs described in this part will use contraceptives purchased by AID/W and provide to SDA. These contraceptives will not be financed under this Agreement. They have an approximate cost of \$400,000. The provision of these contraceptives is subject to the availability of funds and to the decision by AID/W to purchase. This project will consist of seven sub-programs briefly described below:

1.- Community Based Distribution Program:

It is expected that 1,450 distribution posts for temporary contraceptives will be in operation by 1984, at an average of 250 new posts established per year. These distribution posts will be located in the rural areas where the Commercial Retail Sales program can not reach the fertile population.

These posts will provide services to 10,000 Women in Fertile Age, WIFA, yearly, and information in family planning and population to almost 60,000 people by means of 4,000 community meetings per year. Thus, it is expected that the coverage per post will be increased from 10 to 15 users per post by the end of 1986. By the end of this Agreement, the annual average coverage per post will have been increased to 12 users.

2.- Family Planning Services for Displaced Families.

During April 1983, a special program began operating for persons in fertile age who have been displaced due to the civil conflict. A clinic has been established in a displaced camp in the city of Santa Tecla, 10 Kms. from San Salvador. Preliminary reports from this clinic have indicated a high degree of acceptance of services and the need for implementing a continuous program for the displaced population in fertile age. This program will continue during this project as a sub-component of the Community Based Distribution Program carried out by SDA.

3.- Commercial Retail Sales Program.

This program will provide an estimated 122,666 Couple-Years-of-Protection during the period 1984-1986 with the sale of 4,376,500 units of condoms, 614,500 cycles of standard dose oral contraceptives, 286,000 low-dose contraceptives, and 101,000 vaginal tablets.

(D)

Specific targets for the life of this Agreement are: 40,888 Couple-Years-of-Protection; sale of 1,458,833 units of condoms; 204,833 cycles of standard dose oral contraceptives; 95,353 cycles of low dose oral contraceptives, and 33,666 units of vaginal tablets. Total sales revenue is expected to be \$283,0000. SDA agrees to incorporate recommendations made in an A.I.D.-financed marketing research study prepared by Aragon and Associates, in carrying out the Commercial Retail Sales program. USAID/El Salvador will closely monitor the implementation of these recommendations.

SDA will use its net revenues (gross sales revenues less operating expenses for this sub-part of the program) for activities described and purposes contemplated under this Agreement.

4. Mass Media Campaign:

The goal for the 1984-1986 period is to reach the 100% of the population in fertile age through approximately 450,000 radio spots, 3,000 TV spots, 900,000 pamphlets, 390,000 posters, 2,100 signs, 75,000 calendars and 72,000 general publications on family planning and population issues. The publicity campaign focus will be reoriented to emphasize health as the central theme for making family planning decisions.

Targets for the life of this Agreement are 150,000 radio spots, 1,000 TV spots, 300,000 pamphlets, 130,000 posters, 700 signs, 25,000 calendars, and 24,000 general publications in family planning. SDA shall submit to A.I.D. a detailed program of the projected publications as well as the outlines of spots before implementation.

5. Training activities:

Training activities will include seminars and workshops for medical and para-medical staff, volunteer distributors of contraceptives, youth volunteers, personnel from different institutions, teachers, and supervisors, pharmacies and store owners.

During the life of this Agreement, approximately 75 training courses for 1,700 participants will be provided.

In an effort to provide qualified personnel for the different program areas, about 20 observational trips and training outside El Salvador will be accomplished involving approximately 96 people each year.

11

6. Voluntary Sterilization Services:

Through the surgical-medical program, SDA will provide permanent contraceptive services to approximately 20,000 WIFA and 1,200 men; and temporary methods to 12,437 WIFA during the period 1984-1986.

During the life of this Cooperative Agreement, approximately 7,000 WIFA and 400 men will receive services in permanent methods in family planning; in addition, around 3,757 WIFA will receive temporary methods through the Medical-clinic program of the Recipient: Oral contraceptives, 2,104, condoms for 195 new users, 1,184 IUDs insertions, 74 new users of foams, 77 new users of vaginal tablets and 123 new users for injectable contraceptives.

The permanent contraceptive services will be provided upon voluntary consent of the beneficiaries.

7. Other Activities:

a) Administrative Improvement:

SDA will also implement other activities related with the project such as Administrative Improvement, to improve its managerial capacity. A computer will be acquired with non-Project funds in late 1983 to initiate improvement of its managerial capacity. Also, SDA will, with its own funds, hire a permanent internal auditor.

b) Evaluations:

The Planning, Evaluation and Research Unit will carry out operational research studies which contribute to resolving program implementation problems and evaluate progress of the different programs supported under this Cooperative Agreement.

c) Contraceptive Prevalence Surveys (CPS):

SDA, in collaboration with an A.I.D. intermediary, will carry out a CPS by early 1985 which will measure the program impact on the basic objective of this Cooperative Agreement.

d) Technical Assistance:

In order to improve not only SDA's managerial capacity but also program implementation over the the Life-of-the Project, SDA expects to receive technical assistance through A.I.D. and its intermediaries to reinforce the activities of the different programs. This technical assistance will not be financed under the Project. SDA should present to A.I.D. a detailed plan for needed technical assistance at least three months in advance of a TA requirement.

## 8. Implementation Plan

The different activities to be carried out and accomplished during the Project are summarized as follows:

### ILLUSTRATIVE IMPLEMENTATION PLAN FOR 1984

<u>Activities</u>	<u>Dates</u>
<u>(A) CBD:</u>	
1. Establishment of the first new posts in rural areas	January/84
2. Training for new distributors	January/84
3. Submission of plan for new posts to AID/El Salvador	January 15/84
4. Mid-evaluation	June/84
<u>(B) Family Planning for Displaced Families</u>	
1. Evaluation of current program	October/83
2. Submission of revised plan to AID/El Salvador	December/83
3. Evaluation	June/84
<u>(C) Mass Media</u>	
1. Design of new spots for radio and TV	Jan-Feb/84
2. Submission to AID/El Salvador	Feb. 15/84
3. Broadcasting begins	March 15/84
4. Evaluation of radio campaign	June/84
5. Design of new materials for brochures, pamphlets, signs, calendars, etc.	Feb-March/84

13

6. Submission to AID/El Salvador March-Apr/84
7. Printing completed April-May/84
8. Distribution completed May-June/84
9. Presentation of a detailed plan for monitoring radio and TV campaigns January/84

(D) Medical-clinic program

1. Evaluation of personnel Jan/84-June/84
2. Evaluation of the program June/84

(E) CRS

1. Complete implementation of recommendations by ARAGON & ASOC. Jan/84
2. Design of new packaging of new brands Jan/84
3. Submission to AID/El Salvador Feb./84
4. Distribution of new brands March/84
5. Evaluation of new plan June/84

(F) Training

A detailed dated training plan presented to AID/El Salvador Jan/84

9. Reports:

The Recipient will submit to AID/El Salvador, detailed quarterly reports of Project activities on the following schedule:

<u>Period</u>	<u>Date of Submission</u>
Jan-March/84	April 15, 1984
April-June/84	July 15, 1984
July-Sep/84	Oct 15, 1984
Oct-Dec/84	Jan 15, 1985

15

## STANDARD PROVISIONS

### 1. ALLOWABLE COSTS AND CONTRIBUTIONS

(a) The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the Grant Officer to be reasonable, allocable, and allowable in accordance with the terms of (1) this grant, (2) any negotiated advance understanding on particular cost items, and (3) cost principles contained in OMB Circular A-122 entitled "Cost Principles for Nonprofit Organizations" in effect on the date of this grant (hereinafter referred to as "applicable cost principles").

(b) If Grantee contributions in the form of cost sharing/matching are required under this grant, the allowability of costs applied to the grant for such contributions shall be determined by the Grant Officer in accordance with the terms of paragraph 1K, "Cost Sharing and Matching" of Handbook 13 in effect on the date of this Grant.

(c) The requirements set forth in this provision are only applicable to costs incurred with funds provided by A.I.D. under this grant. Except for paragraph (b) above, the requirements set forth in this provision are not applicable to costs incurred by the Grantee from non-Federal funds. Such costs will be considered allowable to the extent they conform to the requirements of paragraph (b) above and are incurred for purposes of the grant.

### 2. ACCOUNTING, AUDIT, AND RECORDS

(a) With respect to accounting, records and audit, the Grantee shall comply with the requirements set forth in paragraph 1I, 1J, and 1L, of Handbook 13:

(b) The A.I.D. Inspector General and the Comptroller General of the United States or their duly authorized representatives reserve the right to conduct an audit of the Grantee's books and records to determine whether the Grantee has expended A.I.D.'s funds in accordance with the terms and conditions of this grant. 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.

### 3. REFUNDS

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

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

(c) If, at any time during the life of the Grant, or as a result of final audit, it is determined by A.I.D. that funds it provided under this Grant have been expended for purposes not in accordance with the terms of this grant, the Grantee shall refund such amount to A.I.D.

#### 4. REVISION OF FINANCIAL PLANS

(a) The Financial Plan, i.e., grant budget, is the financial expression of the project or program as approved during the application and/or award process.

(b) The Grantee shall immediately request approval from the Grant Officer when there is reason to believe that within the next 30 calendar days a revision of the approved Financial Plan will be necessary for any of the following reasons:

1. To change the scope or the objectives of the project or program.

2. Additional funding is needed.

3. The Grantee expects the amount of A.I.D. authorized funds will exceed its needs by more than \$5,000 or five percent of the A.I.D. award, whichever is greater.

4. The Grantee plans to transfer amounts budgeted for indirect costs to absorb increases in direct costs or vice versa.

5. The Grantee plans to transfer funds budgeted for training allowances (direct payments to trainees) to other categories of expense.

6. The Grantee plans to incur an expenditure which would require approval under the terms of this grant, and was not included in the approved Financial Plan.

7. The Grantee intends to subcontract or subgrant any of the substantive programmatic work under this grant, and such subcontracts or subgrants were not included in the approved Financial Plan.

(c) When requesting approval for budget revisions, the Grantee shall use the budget forms that were used in the application unless a letter request will suffice.

17

(d) Within 30 calendar days from the date of the receipt of the request for budget revisions, the Grant Officer shall review the request and notify the Grantee whether the budget revisions have been approved. If the revisions are still under consideration at the end of 30 calendar days, the Grant Officer shall inform the Grantee in writing of the date when the Grantee may expect the decision. The Grant Officer shall obtain the Project Officer's clearance on all such requests prior to communication with the Grantee.

(e) If the requested budget revision requires the obligation of additional funding, and, if after notification pursuant to this Standard Provision, A.I.D. determines not to provide additional funds, the A.I.D. Grant Officer will, upon written request of the Grantee, terminate this grant, entitled "Termination".

(f) Except as required by other provisions of this grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the grant, and the Grantee shall not be obligated to continue performance under the grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant.

5. PAYMENT - PERIODIC ADVANCE

a. Each month after the initial cash advance, the Grantee shall submit to the A.I.D. Controller voucher form SF 1034 (original) and SF 1034-A (three copies); "Public Voucher for Purchases and Services Other Than Personal".

b. Each voucher shall be identified by the appropriate grant or cooperative agreement number and shall be accompanied by an original and three copies of a report in the following format:

A. Period covered by this report: Period covered by the next report

FROM (Month, day, year) \_\_\_\_\_ FROM (month, day, year) \_\_\_\_\_  
TO ( " " " ) \_\_\_\_\_ TO ( " " " ) \_\_\_\_\_

B. Cash Advance Use and Needs

1. Cash advance on hand at the beginning s \_\_\_\_\_  
reporting period \$ \_\_\_\_\_

2. U.S. Treasury check advance(s) received during this reporting period \$ \_\_\_\_\_

(8)

3. Interest earned on cash advance during this reporting period \$ \_\_\_\_\_
4. GROSS cash advance available during this reporting period (Lines 1, 2, and 3) \$ \_\_\_\_\_
5. LESS, interest remitted to A.I.D. during this reporting period \$ \_\_\_\_\_
6. NET cash advance available during this reporting period (Line 4 minus Line 5) \$ \_\_\_\_\_
7. Total disbursements during this reporting period, including subadvances (see footnote 1) \$ \_\_\_\_\_
8. Amount of cash advances available at the end of this reporting period (Line 6 minus Line 7) \$ \_\_\_\_\_
9. Projected disbursements, including subadvances, for the next reporting period (see footnote 2) \$ \_\_\_\_\_
10. Additional cash advance requested for the next reporting period (Line 9 minus Line 8) \$ \_\_\_\_\_
11. Total interest earned on cash advance from the start of the Grant or Cooperative Agreement to the end of this reporting period, but not remitted to A.I.D. \$ \_\_\_\_\_
12. Total cash advances to subgrantees, if any, as of the end of this reporting period \$ \_\_\_\_\_

FOOTNOTES:

1. The Grantee shall submit a cumulative detailed report of disbursements by BUDGET line item monthly; the monthly cash advance status report, does not require a detailed report of disbursements.
2. The Grantee shall attach to this summary a detailed projection by BUDGET line item, of its anticipated needs for the next 60 days.

C. Certification

The undersigned hereby certifies: (1) that the report in paragraph B.9 above represents the best estimates of funds needed for the disbursements to be incurred over the period described, (2) that appropriate refund of credit to the Grant will be made in the event of disallowance in accordance with the terms of the Grant, (3) that appropriate refund or

19

credit to the Grant will be made in the event funds are not expended, and that any interest accrued on the funds made available herein will be refunded to A.I.D.

BY \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

c. A.I.D. funds shall not be commingled with other Grantee owned or controlled funds. The Grantee shall deposit all A.I.D. cash advances in a separate bank account and shall make all disbursements for goods and services from this account.

d. If at any time, the A.I.D. Controller determines that the Grantee has demonstrated an unwillingness or inability to: (1) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (2) timely report cash disbursements and balances as required by the terms of the Grant, and (3) impose the same standards of timing of advances and reporting on any subrecipient or any of the Grantee's overseas field organizations; the A.I.D. Controller shall advise the Grant Officer who may suspend or revoke the advance payment procedure.

6. TRAVEL AND TRANSPORTATION

(a) The Grant Officer hereby approves international travel to be reimbursed under this Grant provided that the Grantee shall obtain written concurrence from the cognizant Project Officer in A.I.D. prior to sending any individual outside the United States to perform work under the Grant. For this purpose the Grantee shall advise the Project Officer at least 30 days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant Mission or U.S. Embassy advance notification (with a copy to the Project Officer) of the arrival date and flight identification of grant-financed travelers.

(b) Travel to certain countries shall, at A.I.D.'s option, be funded from U.S.-owned local currency. When A.I.D. intends to exercise this option, it will so notify the Grantee after receipt of advice of intent to travel, required above. A.I.D. will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or A.I.D. will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this Grant.

(c) All international air travel and all international air shipments funded under this Grant shall be made on United States flag air carriers (hereinafter referred to as "certificated air carriers"), to the extent service by such carriers is available in accordance with paragraphs (d) and (e) below:

20

The terms used in this provision have the following meanings:

(1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States.

(2) "U.S. flag air carriers" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.

(3) The term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

(d) Passenger or freight service by a certificated air carrier is considered "available" even though:

(1) Service by noncertificated air carrier can be paid for in excess foreign currency, or

(2) Service by a noncertificated air carrier is preferred by the agency or traveler needing air transportation, or

(3) Service by a noncertificated air carrier is more convenient for the agency or traveler needing air transportation.

(e) Passenger service by a certificated air carrier will be considered to be "unavailable":

(1) When certificated air carriers offer only first class service, and less than first class service is available from noncertificated air carriers, or

(2) When the traveler, while en route, has to wait 6 hours or more to transfer to a certificated air carrier to proceed to the intended destination, or

(3) When any flight by a certificated air carrier, is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc., and no other flight by a certificated air carrier is available during the 6 hour period, or

(4) When by itself or in combination with other certificated or noncertificated air carriers (if certificated air carriers are "unavailable") it takes 12 or more hours longer from the original airport to the destination airport to accomplish the agency's mission that would service by a noncertificated air carrier or carriers.

21

(5) When the elapsed travel time on a scheduled flight from origin to destination airports by noncertificated air carrier(s) is 3 hours or less, and service by certificated air carrier(s) would involve twice such scheduled travel time.

(f) Freight service by a certificated air carrier will be considered to be unavailable when:

(1) No certificated air carrier provides scheduled air freight service from the airport serving the shipment's point of origin, and a noncertificated air carrier does.

(2) The certificated air carrier(s) serving the shipment's point of origin decline to issue a through airway bill for transportation to the shipment's final destination airport.

(3) Use of a certificated air carrier would result in delivery to final destination at least 7 days later than delivery by means of a noncertificated air carrier.

(4) The total weight of the consignment exceeds the maximum weight per shipment which a certificated air carrier will accept and transport as a single shipment, and a noncertificated air carrier will accept and transport the entire consignment as a single shipment.

(5) The dimensions (length, width, or height) of one or more of the items of a consignment exceed the limitation of the certificated aircraft's cargo door openings, but do not exceed the acceptable dimensions for shipment on an available noncertificated air carrier.

(g) Where U.S. Government funds are used to reimburse the Grantee's use of other than U.S. flag carriers for international transportation, the Grantee will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth in (e) or (f) above; see 41CFR 1-1.323-3 for further guidance).

h) Travel Costs and Overseas Maintenance Allowances

(1) Travel Within the United States

(i) As used herein, the term "travel within the United States" includes the 50 states, District of Columbia, Commonwealth

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

(ii) Subsistence allowances paid to Grantee employees traveling within the United States will be reimbursed in accordance with the established policies and practices of the Grantee which are uniformly applied to both federally financed and other activities of the Grantee.

(2) International Travel

(i) As used herein, the term "international travel" includes travel to the U.S. Trust Territories of the Pacific Islands.

(ii) The Grantee will be reimbursed for international travel, subsistence, and post differentials and other allowances paid to employees in an international travel status, or assigned overseas, in accordance with the Grantee's established policies and practices which are uniformly applied to federally financed and other activities of the Grantee, but only to the extent that such reimbursement does not exceed the applicable amounts or rates established in the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended.

7. OCEAN SHIPMENT OF GOODS

(This provision is applicable when goods purchased with funds provided under this Grant are transported to the Cooperating Country (El Salvador) on ocean vessels).

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

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the Cooperating Country on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(c) When U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may request a certificate of nonavailability from the A.I.D. Transportation Support Division, Office of Commodity Management, Washington, D. C. 20523, giving the basis for the request. Such a determination of nonavailability will relieve the Grantee of the requirement to use U.S. flag vessels for the tonnage of goods included in the determination.

23

(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D. C. 20235, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement".

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

8. 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 purposes, the Grantee agrees to refund to A.I.D. the entire amount of the reimbursement.

(b) Restricted Goods

The Grantee shall not procure any of the following goods and services without the prior written authorization of the Grant Officer:

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,

24

- (4) pesticides,
- (5) rubber compounding chemicals and plasticizers,
- (6) used equipment,
- (7) U.S. Government-owned excess property, or
- (8) fertilizer.

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 reimbursement.

(c) Geographic Source and Order of Preference

All goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursed under this Grant, and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., 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) the Cooperating Country,
- (3) "Selected Free World" countries (A.I.D. Geographic Code 941),
- (4) "Special Free World" countries (A.I.D. Geographic Code 935).

(d) Application or Order of Preference

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

- (1) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

- (3) impelling local political considerations precluded consideration of U.S. sources,
- (4) the goods or service were not available from U.S. sources, or
- (5) procurement of locally available goods or services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the Grant.

(e) The Grantee's Procurement System

The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and the standards set forth in paragraph 1U of AID Handbook 13, "Grants"

(f) Small Business

To permit 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 Office of Small and Disadvantaged Business Utilization, AID/Washington, D. C. 20523, at least 45 days prior (except where a shorter time is requested of, and granted by the Office of Small and Disadvantaged Business Utilization) to placing any order or contract in excess of \$25,000.

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

(g) Ineligible Suppliers

Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under A.I.D. Regulation 8, "Suppliers of Commodities and Commodity-Related Services 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.

26

(h) Ocean and Air Transportation

For requirements relating to transportation by ocean vessel of commodities purchased under this Grant, see the Standard Provision entitled "Ocean Shipment of Goods". For requirements relating to transportation of commodities by air, see the Standard Provision entitled "Travel and Transportation".

9. LOCAL COST FINANCING WITH U.S. DOLLARS

(a) Local cost financing is the use of U.S. dollars to obtain local currency for the procurement of goods and services in the Cooperating Country in furtherance of the purpose of the Grant. Local cost financing must be specifically authorized in the Schedule of the Grant. The amount of U.S. dollars which may be used must be specified in the authorization, together with any special restrictions on their use.

(b) Procurement of goods and services under local cost financing is subject to the following restrictions:

(1) Ineligible goods and services

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

- (i) military equipment,
- (ii) surveillance equipment,
- (iii) commodities and services for support of policy or other law enforcement activities,
- (iv) abortion equipment and services,
- (v) luxury goods and gambling equipment, or
- (vi) 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 reimbursement.

(2) Restricted goods

The Grantee shall not procure any of the following goods or services without the prior written authorization of the Grant Officer:

- (i) agricultural commodities,

- (ii) motor vehicles,
- (iii) pharmaceuticals,
- (iv) pesticides,
- (v) rubber compounding chemicals and plasticizers,
- (vi) used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) fertilizer.

If 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 reimbursement.

(3) Any component from a non-free world country makes a commodity ineligible for A.I.D. financing.

(4) Nationality

(i) Citizens or firms of any country not included in A.I.D. Geographic Code 935 are ineligible as suppliers, contractors, subcontractors, or agents for goods and services the costs of which will be reimbursed under this Grant.

(ii) Local cost financing is the use of appropriate U.S. dollars to obtain local currency for the payment for goods and services purchased in the Cooperating Country. Authorization of local cost financing makes the Cooperating Country, in addition to the United States and any other country included in the authorized geographic code for the project, an eligible source for the purchase of goods or services in the Cooperating Country. Goods or services purchased under local cost financing must be located in the Cooperating Country at the time they are purchased; they cannot be imported specifically for the project being implemented by this grant. The supplier from which goods or services are purchased under local cost financing must also be in the Cooperating Country. Suppliers of goods or services under local cost financing must meet nationality eligibility tests prescribed in paragraph (d) of the provision of this grant entitled "Procurement of Goods and Services over \$250,000". When local cost financing has been authorized, the Cooperating Country is deemed to be included in the "authorized geographic code" for purposes of determining nationality eligibility pursuant to paragraph (d) of the provision, entitled "Procurement of Goods and Services over \$250,000".

(c) General principles. Under local cost financing, the Grantee shall follow sound procurement policies, utilizing competition to the maximum practical extent, obtaining the lowest available price, and documenting such procurements to justify the method used and the price established.

(d) Procurement of goods. In order to be eligible under local cost financing, goods are subject to the following specific requirements:

(1) Indigenous goods. Goods which have been mined, grown, or produced in the Cooperating Country through manufacture, processing, or assembly are eligible for local cost financing under this grant. Goods produced with imported components must result in a commercially recognized new commodity that is substantially different in basic characteristics or in purpose or utility from its components in order to qualify as indigenous; such goods may not contain components from any nonfree world country.

(2) Imported shelf items. Imported shelf items are goods that are normally imported and kept in stock, in the form in which imported, for sale to meet a general demand in the country for the item; they are not goods which have been specifically imported for use in an AID-financed project.

(i) Shelf items are eligible for local cost financing in unlimited quantities up to the total amount available for local cost financing if they have their source in the Cooperating Country and their origin in a country included in AID Geographic Code 941.

(ii) Shelf items having their origin in any country included in Code 899 but not in Code 941 are eligible if the price of one unit does not exceed \$5,000. For goods sold by units of quantity; e.g., tons, barrels, etc., the unit to which the local currency equivalent of \$5,000 is applied is that which is customarily used in quoting prices. The total amount of imported shelf item purchases from countries included in Code 899 but not in Code 941 may not exceed \$25,000 or 10% of the total local costs financed by A.I.D. for the project whichever is higher; however, in no case may the total amount of such purchases exceed \$250,000 without first obtaining a specific geographic source waiver.

(3) Goods imported specifically for the project. Goods imported specifically for the project being implemented by this grant are not eligible for local cost financing; they are subject to the requirements of the provision entitled "Procurement of Goods and Services over \$250,000".

#### 10. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

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



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

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

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

(1) To report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.

(2) To transfer title to any such items to the Government in accordance with any written request therefore issued by the Grant Officer at any time prior to final payment under this grant.

#### 11. TERMINATION AND SUSPENSION

(a) For Cause. This grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

(b) For Convenience. This grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination condition, 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

30

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.

(d) Suspension: Termination for Changed Circumstances. If at any time A.I.D. determines (1) that disbursement by A.I.D. would be in violation of applicable laws or (2) that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States, then A.I.D. may, following notice to the Grantee, suspend this grant and prohibit the Grantee from incurring additional obligations chargeable to this Grant other than necessary and proper costs in accordance with the terms of this Grant during the period of suspension. If the situation causing the suspension continues to pertain for 60 days or more, then A.I.D. may terminate this Grant on written notice to the Grantee and cancel that portion of this Grant which has not been disbursed or irrevocably committed to third parties. Financial settlement of this grant shall be governed by the termination procedures specified in paragraph (c) above.

## 12. 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 acknowledgment prior to publication.

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

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

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

## 13. SUBORDINATE AGREEMENTS

(a) The placement of subordinate agreements (i.e. grants or contracts) with other organizations, firms, or institutions, and the

31

provisions of such subordinate agreements are subject to prior written consent of the Grant Officer unless such subordinate agreements were identified in the approved Financial Plan, in accordance with paragraph (b) (7) of the Standard Provision of this Grant entitled "Revision of Financial Plans".

(b) For subgrants to foreign institutions the Grantee shall use the Standard Provisions set forth in Appendix 4D of Handbook 13, after consultation with USAID/El Salvador.

#### 15. SALARIES

All salaries, wages, fees, and stipends, which will be reimbursed by A.I.D. under this Grant, shall be in accordance with both the Grantee's usual policy and practice and the applicable cost principles. To the extent that the Grantee's policy and practice conflict with the applicable cost principles, the latter shall prevail.

#### 16. INELIGIBLE COUNTRIES

Unless otherwise approved by the A.I.D. Grant Officer, no A.I.D. funds will be expended for costs incurred in countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

#### 17. DISPUTES

(a) Any dispute arising under this Grant, which is not disposed of by agreement, shall be decided by the A.I.D. Grant Officer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Grantee.

(b) Decisions of the A.I.D. Grant Officer shall be final and conclusive unless, within 30 days of receipt of the decision of the Grant Officer, the Grantee appeals the decision to the Administrator, A.I.D. Any appeal made under this provision shall be in writing and addressed to the Administrator, Agency for International Development, Washington, D. C. 20523; a copy of any such appeal shall be concurrently furnished to the Grant Officer.

(c) In connection with any appeal proceeding under this provision, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

(d) A decision under this provision by the Administrator or his duly authorized representative shall be final and conclusive, unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, an abuse of discretion, or based on clearly erroneous findings of facts or conclusions of law.

32

18. PARTICIPANT TRAINING

(a) Definitions

(1) Participant training is the training of any foreign national outside of his or her home country, using A.I.D. funds.

(2) A participant is any foreign national being trained under this Grant outside of his or her home country.

(b) Applicable regulations

Participant training is to be conducted according to the policies established in A.I.D. Handbook 10 - Participant Training, except to the extent that specific exceptions to A.I.D. Handbook 10 have been provided in this Grant (Handbook 10 may be obtained by submitting a request to the Office of International Training, at the address specified in paragraph (c) below).

(c) Reporting requirement

Once each month the Grantee shall submit three copies of Form A.I.D. 1380-9, "Monthly Report of Participant Under Grant, Loan, or Contract Programs", to the Office of International Training, Bureau for Science and Technology (S&T/IT), A.I.D./Washington, D. C. 20523.

19. HEALTH AND ACCIDENT COVERAGE FOR AID PARTICIPANT TRAINEES

(a) The Grantee shall enroll all non-U.S. participants (hereinafter referred to as "participants"), whose training in the United States is financed by A.I.D. under this Grant, in the Agency for International Development's Health and Accident Coverage (HAC) program.

(b) The Grantee shall, prior to the initiation of travel by each participant financed by A.I.D. under this Grant, fill out and mail to A.I.D. a self-addressed, postage prepaid, HAC Program Participant Enrollment Card (A.I.D. form 1380-98). The Grantee can obtain a supply of these cards and instructions for completing them from the Office of International Training, A.I.D./Washington, D. C. 20523.

(c) The Grantee shall assure that enrollment shall begin immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by A.I.D. and that enrollment shall continue in full force and effect until the participant returns to his/her country of origin, or is released from A.I.D.'s responsibility, whichever is the sooner. The Grantee shall continue enrollment coverage for participants whose departure is delayed due to medical or other compelling reasons, with the written concurrence of the A.I.D. Project Manager and subject to the requirements of paragraph (d)

33

(d) The Grantee shall submit the HAC Program Participant Enrollment Card to A.I.D., as specified in paragraph (b), above, to enable the participant(s), or the provider of medical services, to submit bills for medical costs resulting from illness or accident to the HAC Administrator, Trust Fund Administrators, Inc., 1030 15th Street, NW, Suite 500, Washington, D. C. 20005. The HAC Administrator, not the Grantee, shall be responsible for paying all reasonable and necessary medical charges, not otherwise covered by student health service or other insurance programs (see paragraphs (e) and (f), subject to the availability of funds for such purposes, in accordance with the standards of coverage established by A.I.D. under the HAC program, and subject to the payment of the fee specified in paragraph (d) (1) below.

(1) Within thirty (30) days after enrollment, the Grantee shall send an enrollment fee computed on the basis of the fixed rate per participant per month\* (the minimum period for calculation of fee is one month - that is, one participant month, 30 days, not one calendar month - premiums may not be prorated for fractional periods of less than 30 days), to: Agency for International Development, Office of Financial Management, Program Accounting Division, Nonproject Assistance, Washington, D. C. 20523.

The enrollment fee should cover a minimum period of up to one year or the current training period for which funds are obligated under this Grant, whichever is less. As applicable, payments for additional periods of enrollment shall be made 30 days prior to the beginning of each new enrollment period or new period of funding of this Grant (the monthly enrollment fee for succeeding fiscal years may be obtained by calling the A.I.D. Office of International Training). All such fee payments shall be made by check, payable to the "Agency for International Development (HAC)". If payments are not made within 30 days, a late payment charge shall apply at a percentage rate based on the current value of funds to the Treasury for each 30-day period; the full charge shall also be applicable to periods of less than 30 days. The percentage rate will be calculated by the Treasury as an average of the current value of funds to the Treasury for a recent three-month period and will be transmitted to A.I.D. in TFRM Bulletins.

The late payment charge shall be applied to any portion of the fees in arrears and be remitted together with the fees as a separately identified item on the covering memorandum.

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\*The rate is \$25.00 per participant-month for Fiscal Year 1983.

(2) Whenever possible, fee payments for groups of several participants entering the HAC Program within the 30-day reporting period shall be consolidated and covered by a single check. Participants covered by the fee payment shall be listed individually in covering letter, identifying each participant (the name reported must be identical to that

34

on the HAC enrollment card), showing period of enrollment (or period of coverage for which payment is remitted if this is different from the enrollment period), fee amount paid, grant number, and U.S. Government appropriation number (as shown under the "Fiscal Data" section of the Grant cover letter).

(e) The Grantee, to the extent that it is an educational institution with a student health service program, shall also enroll all participants in their institution's student health service program. Medical costs which are covered under the institution's student health service shall not be eligible for payment under A.I.D.'s HAC program. The Grantee shall provide the HAC Administrator with a copy of information showing what medical costs are covered by the institution's student health service program; medical costs that are not covered by the institution's student health service program shall be submitted to the HAC Administrator.

(f) If the Grantee has a mandatory, nonwaivable health and accident insurance program for students, the costs of such insurance will be allowable under this Grant. Any claims eligible under such insurance will not be payable under A.I.D.'s HAC plan or under this Grant. Even though the participant is covered by the Grantee's mandatory, nonwaivable health and accident insurance program, the participant MUST be enrolled in A.I.D.'s more comprehensive HAC program, and HAC payments MUST be made to A.I.D. as provided above. In addition, a copy of the mandatory insurance policy must be forwarded to the HAC Administrator.

(g) Any payments for medical costs not covered by the Grantee's student health service program, or mandatory, nonwaivable health and accident insurance program, or A.I.D.'s HAC program shall be reimbursable under this Grant only with specific written approval of the Grant Officer and subject to the availability of funds.

(h) The HAC Administrator, for the period February 1, 1980 through September 30, 1983, is:

Trust Fund Administrators, Inc.  
1030 15th Street, NW., Suite 500  
Washington, D. C. 20005.

20. 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.

25

21. 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.

22. 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.

23. AMENDMENTS

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.

24. THE GRANT

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

25. 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. Grant Officer, at the address specified in the Grant,

To Grantee, at Grantee's address shown in the Grant,

or to such other address as either 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.

26. VOLUNTARY PARTICIPATION

(a) The Grantee agrees to take any steps necessary to ensure that funds made available under this Grant will not be used to coerce any individual to practice methods of family planning inconsistent with such

46

individuals' moral, philosophical, or religious beliefs. Further, the Grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare for all individuals who take part in the program.

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder.

27. PROHIBITION ON ABORTION-RELATED ACTIVITIES

(a) No funds made available under this Grant will be used to finance, support, or be attributed to the following activities: (1) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (2) special fees or incentives to women to coerce or motivate them to have abortions; (3) payments to persons to perform abortions or to solicit persons to undergo abortions; (4) information, education, training, or communication programs that seek to promote abortion as a method of family planning; (5) lobbying for abortion.

(b) No funds made available under this Agreement will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilization as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortion is not precluded.

28. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

(a) None of the funds made available under this Grant shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization.

(b) The Grantee shall insure that any surgical sterilization procedures supported in whole or in part by funds from this Grant are performed only after the individual has voluntarily presented himself or herself at the treatment facility and has given his or her informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after he or she has been advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and his or her option to withdraw consent anytime prior to the operation. An Individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress or other forms of coercion or misrepresentation.

37

(c) Further, the Grantee shall document the patient's informed consent by (1) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (2) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

(d) Copies of informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure.

(e) The Grantee shall insert paragraphs (a), (b), (c), (d) and (e) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder involving the performance of any sterilization which will be supported in whole or in part from funds under this Grant.

38