

PDKAL 509
United States Agency for
International Development (AID)
Quito, Ecuador



Agencia de los Estados Unidos para
el Desarrollo Internacional (AID)
Quito, Ecuador

RCO-88-082

March 18, 1988

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Mr. Theodore Macdonald
Project Director
Cultural Survival Inc.
11 Divinity Ave.
Cambridge Mass. 02138
U.S.A.

CONFIDENTIAL COPY

Subject: Grant No. 518-0023-G-00-8074-00

Dear Mr. Macdonald:

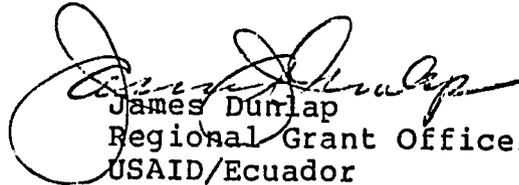
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Cultural Survival (hereby referred to as "C.S.I." or "Grantee"), the sum of Twenty Eight Thousand, Two Hundred Eighty One United States Dollars (US\$28,181.00) to provide support for a program in the study of Indigeneous Lands, Hollin-Loreto Road as described in the Attachment No. 1, entitled "Schedule" of this Grant and in Attachment No. 2, entitled "Program Description."

This Grant is effective and obligation is made as of the date of this Letter and shall apply to commitments made by the Grantee in furtherance of Program objectives during the period beginning with the effective date and ending August 31, 1988.

This Grant is made with C.S.I. on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment No. 1, entitled "Schedule", Attachment No. 2, entitled "Program Description", and Attachment No. 3, entitled "Standard Provisions", which have been agreed to by your organization.

Please sign the original and three (3) copies of this letter to acknowledge your receipt of the Grant, and return the original and two (2) copies to USAID/Ecuador, Attention: RCO.

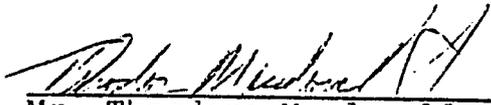
Sincerely yours,


James Durlap
Regional Grant Officer
USAID/Ecuador

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED BY:


Mr. Theodore Macdonald
Project Director
Cultural Survival Inc.

Date: 3/18/88

Fiscal Data:

Appropriation: 72-11M1021
Budget Plan Code: LDAA-85-25518-AG13
PIO/T 518-0023-3-50209
Project: 518-0023
Total Estimated Amount: \$28,181.00
Total Obligated Amount: \$28,181.00
Funding Source: USAID/Ecuador

ATTACHMENT No. 1

SCHEDULE

A. Purpose of Grant:

The purpose of this Grant is to provide support for a program in the study of Indigeneous Lands, Hollin-Loreto Road as more specifically described in the Attachment No. 2, entitled "Program Description."

B. Period of Grant:

1. The effective date of this Grant is the date of the cover letter. The expiration date of this Grant is August 31, 1988. If required, but only upon the written request of Grantee, with reasons acceptable to the AID Project Officer, the expiration date can be extended by the Project Officer for not to exceed 60 days. Any such extension will be confirmed in writing.
2. Funds obligated hereunder are available for program expenditures for the period March 15, 1988 until the expiration date. This specifically recognizes the allowability of charges related to this Grant that precede the effective date.

C. Amount of Grant and Payment:

1. The total estimated amount of this Grant for the period shown in B.1 above is \$28,181.00.
2. AID hereby obligates the amount of \$28,181.00 for program expenditures during the period set forth in B.2 above and as shown in the Grant Budget below.
3. Payment shall be made to the Grantee in accordance with procedures set forth in Optional Standard Provision 2, entitled "Payment - Periodic Advance of Attachment No. 3.

4. All costs incurred under this Grant in excess of those budgeted for and set forth in the Grant Budget below, shall be paid by the Grantee.

D. Grant Budget:

1. The following is the Grant Budget for this Grant, including local cost financing items, if authorized. Revisions to this Budget shall be made in accordance with Standard Provision of this Grant, entitled "Revision of Grant Budget".

ESTIMATED BUDGET

1.	<u>Personnel:</u>		
	a.	<u>Field Researchers</u>	
		9 workers S/.25.000 per month per 3.5 months = S/.787,500	US\$ 3,228.00
	b.	<u>Sociologist/Trainer</u>	
		1 person US\$125.00 per day per 36 days	4,500.00
	c.	<u>Anthropologist/Project Coordinator</u>	
		1 person US\$200.00 per day per 36 days	<u>7,200.00</u>
	d.	Subsistence expenses for field work 942 person days at S/. 1,000.00 per day	<u>3,853.00</u>
		* Sub-Total:	<u>18,781.00</u>
2.	<u>Transportation:</u>		
	a.	Rental of 4-wheel drive vehicle 3 months at US\$1,200.00 per month	3,600.00
	b.	Fuel	1,000.00
	c.	Additional transportation expenses (Buses and taxis)	<u>300.00</u>
		* Sub-Total:	<u>4,900.00</u>
3.	<u>Field Equipment:</u>		
	a.	9 pair rubber boots	100.00
	b.	9 rain ponchos	100.00
	c.	Note-books, map paper and pens	<u>100.00</u>
		* Sub-Total:	<u>300.00</u>
4.	<u>Administrative Expenses:</u>		
	a.	International air travel Project Coordinator - 2 trips (Boston/Quito) US\$1,200 per trip	2,400.00
	b.	Secretarial Expenses	900.00
	c.	Telephone	500.00
	d.	Xerox (field materials and final report)	<u>400.00</u>
		* Sub-Total:	<u>4,200.00</u>
		Grand-Total:	US\$28,181.00

* For control purposes, paragraph 2. below, these are the amounts that apply.

2. Within the total obligated amount of this Grant, the Grantee may adjust individual line items by up to 15% as is reasonably necessary for the performance of project objectives set forth herein.
3. The Grantee shall provide A.I.D. with a copy of each financial audit conducted of the Grantee. The audit report shall include a section detailing A.I.D. project receipts and related expenditures.
4. The Grantee is authorized to use U.S. Dollars for Local Cost Financing in accordance with the Optional Standard Provision entitled "Conversion of United States Dollars to Local Currency."

E. Reporting and Evaluation:

1. The Grantee will provide progress reports to A.I.D. on a monthly basis. These reports will include a description of activities undertaken during the reporting period, an assessment of obstacles encountered in implementation, and recommended actions to eliminate these obstacles.
2. The Grantee will conduct monitoring and evaluation activities to assess the impact of the project. The principal evaluation targets include the following:
 1. Beginning in March 1988:
 - a. Training in the preparation of survey materials and field data collection techniques.
Time: Two weeks.
Staff: Nine trainees from Indian communities and two trainers working through Cultural Survival.
 - b. Surveys in all of the affected communities
Time: Eight weeks.
Staff: Nine trained Indians.
 2. April 1988:
Compilation, organization, and analysis of data collected in the villages.

Time: Four weeks.

Staff: Nine trained Indians, and two technical assistants working through Cultural Survival.

3. March-August 1988:

Research regarding status of land tenure at regional and national offices of IERAC.

Staff: One technician working through IERAC and with Indian representatives selected by the confederation and the local federations.

4. June 1988:

Presentation of field and other analysis to IERAC and efforts to ascertain time needed for formal titling of those communities presently lacking such documents.

F. Title of Property:

Title to property purchased under this Grant (expected to consist of consumable items only) shall vest in the Grantee.

ATTACHMENT No. 2PROGRAM DESCRIPTIONA. Background

The March 1987 earthquake effectively eliminated the only existing road from the Coca/Lago Agrio region to Quito. The possibility of reconstructing this route for permanent use has required a great effort on the part of the authorities. Consequently, the Government of Ecuador (GOE) pressed for the rapid termination of the road from Coca to Loreto to Hollin as the only means for terrestrial access to the northwestern Oriente. This road, particularly the western section (Loreto to the Hollin River), passes through extensive areas of relatively unmodified tropical forest populated largely by Quichua Indians. With the opening of the road, as occurs with most roads into the Amazonian region, came the possibility for rapid colonization and resultant natural resource destruction. The very fragile condition of the lands in this particular road section is due to soil characteristics such as over 100% water retention and low fertility, as shown by the Soils Map of Ecuador (1987).

Years ago, the indigenous groups and the GOE authorities in anticipation of the Hollin-Loreto road construction, delimited native territories for the indigenous organizations; nevertheless, the opening of the road endangered the integrity of these territories, the main problem being the potential invasion by colonists which usually is rapid, massive and spontaneous.

Faced with the possibility of the irreversible progress of spontaneous settlement near the new road, it is important to support the territorial delimitation already effected by the indigenous groups.

It is observed that many of the Indians have begun to clear the land adjacent to the road. The trees felled for this clearing are being quickly, and in many cases, illegally purchased by non-Indians who pay the indians only a fraction of the lumber's market value. This opportunity to convert trees into cash has led many Indians to sell off lumbering rights for more extensive exploitation. In other

areas the Indians' presence is not so obvious; future claims by colonists and resultant land disputes can be expected there, for the status of many communities' land claims is precarious or unknown. If the currently observed deforestation continues at its present rate, there will be severe environmental damage with only a minimal economic return for the Indian residents who already have delimited claims to this land. Unless immediate steps are taken to halt this process, both the Indians and the environment of the area surrounding the Hollin-Loreto road will suffer. International attention has already been focused on the problem and any bilateral or multilateral lending agency which has provided or will provide funds for any aspect of work on this road will be expected to comply with conditions placed on such loans.

This proposal, a collaborative effort by Cultural Survival and the Indian Federation (CONFENIAE) and regional federations which represent the affected communities (FOIN and FECUNAE), offers a phased program which could resolve both the social and the environmental problems, and be the base upon which funds could be sought for a second, more extensive and comprehensive phase including the rational management of the area's natural resources with the close collaboration of indigenous organizations and of projects being executed by MAG and other agencies.

It is expected for this program to combine sustainable agricultural and livestock production with innovative forms of preservation of fragile lands, such as scientific tourism or eco-tourism and others.

B. Project

The rapid deforestation which accompanies the occupation of the road reflects the need to protect land tenure by indigenous communities. It is important that the delimitation process already effected and registered culminate with the obtention of land titles.

C. Methodology

Phase I

Stage I

Phase I of this project has two stages: the first consists of systematic socio-economic research in the communities by trained community members. This research will focus princi-

pally on land tenure but additional information of general interest will also be gathered, such as population, local services, such as schools, health centers, and information on agricultural and livestock practices.

Initial training will be provided through technical assistance by Cultural Survival. This will include training in methods for preparation of surveys and field techniques for data collection. Local Indians selected by the communities and federations will undertake the actual survey work. They will be accompanied by one or more MAG officials and other concerned parties when they seek to validate the results before the national authorities. It is assumed that data in the villages can be gathered more quickly and reliably by Indians known to and trusted by the residents. However, Cultural Survival will be available for regular consultation and evaluation of the researchers' progress.

Stage II

After the compilation of the survey information and in contact with the indigenous leaders, it is important to carry out the paperwork necessary for IERAC to issue the property titles to the indigenous groups of the study area.

Phase II

Following completion of Phase I, the implementing agencies (Cultural Survival and CONFENIAE and the two regional indian organizations) will work with other organizations (eg. Fundacion Natura) concerned with social and environmental impact of the road, to undertake a land use capability study. Once the study is completed, funds will be sought to undertake a sustainable land use program for the region. It is expected that this program will combine both sustainable production and innovative forms of preservation of the fragile lands of their communities, the local Indians will be directly involved in the design and management of all aspects of this work. When necessary training will be provided by appropriate national and international organizations.

In the meantime, immediate efforts will be made to establish a moratorium on deforestation along the length of the road. During this period, the Indian organizations will receive training in selective cutting, marketing of lumber, and reforestation of those lands deemed suitable for controlled lumbering.

D. Justification:

Enthusiastic collaboration by the local indian organizations can be expected for several reasons:

-The organizations recognize the need to respond to the threats posed by logging of the area.

-Insecure land tenure has been a problem recognized for many years. In some areas land disputes have led to violent confrontations; these must be ended.

-The organizations recognize the need to train members of the organization/communities for a variety of activities.

-The training obtained to undertake the survey would thus meet an immediate expressed need.

-The organizations are aware of the need to develop a long range resource management program for their communities. Without such a program, efforts to obtain sufficient land for future generations would be a waste.

In brief, the overall goals of the project - a secure land base and program to manage the resources of that land - are entirely consistent with the expressed needs of the regional federations and confederation.

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OMB Control No. 0412-0510
Expiration Date: 12/31/89

MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES¹

INDEX OF
MANDATORY STANDARD PROVISIONS

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| 2. Accounting, Audit, and Records | 8. Nondiscrimination |
| 3. Refunds | 9. U.S. Officials Not to Benefit |
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1. ALLOWABLE COSTS (NOVEMBER 1985)

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 this grant, any negotiated advance understanding on particular cost items, and the applicable* cost principles in effect on the date of this grant.

* NOTE: For Educational Institutions use OMB Circular A-21; for all other non-profits use OMB Circular A-122; and for profit making firms use FAR 31.2. and AIDAR 731.2.

2. ACCOUNTING, AUDIT, AND RECORDS (MARCH 1987)

(a) 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's financial management system shall provide for the following:

(1) Accurate, current, and complete disclosure for each A.I.D.-sponsored project or program in accordance with the reporting requirements of this grant. While A.I.D. requires reporting on an accrual basis, the grantee shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

¹When these Standard Provisions are used for cooperative agreements, the following terms apply: "Grantee" means "Recipient," "Grant" means "Cooperative Agreement," and "A.I.D. Grant Officer" means "A.I.D. Agreement Officer."

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(2) Records that identify adequately the source and application of funds for A.I.D.-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

(3) Effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.

(4) Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit-cost data whenever appropriate.

(5) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the recipient, whenever funds are advanced by the Federal Government.

(6) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant.

(7) Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (i) the amount and disposition by the grantee of the proceeds of such assistance, (ii) the total cost of the project or undertaking in connection with which such assistance is given or used, (iii) the amount of that portion of the cost of the project or undertaking supplied by other sources, and (iv) such other records as will facilitate an effective audit.

(8) Examinations in the form of audits or internal audits shall be made by qualified individuals that are sufficiently independent of those that authorize the expenditure of A.I.D. funds, to produce unbiased opinions, conclusions, or judgments. They shall meet the independence criteria along the lines of Chapter IV, Part B of the U.S. General Accounting Office Publication Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1981 Revision). These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the grant. It is not intended that each grant awarded to the grantee be examined. Generally, examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the A.I.D. grant. Such tests would include an appropriate sampling of Federal grants and agreements. Examinations will be conducted with reasonable frequency, on a continuing basis or at scheduled intervals, usually annually, but not less frequently

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than every two years. A copy of the audit report shall be furnished to the A.I.D. grant officer who shall submit it to A.I.D.'s Regional Inspector General for Audit. The frequency of these examinations shall depend upon the nature, size, and the complexity of the activity. These grantee self-examinations do not relieve A.I.D. of its audit responsibilities, but may affect the frequency and scope of such audits.

(9) A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

(b) 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:

(1) until the expiration of three years from the date of termination of the grant;

(2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. A.I.D. follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by A.I.D. with respect to any questions arising as a result of the audit; and

(3) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

(c) The grantee shall require subrecipients to adopt the standards in paragraphs (a) and (b) above except that portion of subparagraph (a) 1 that would require specific financial reporting forms and frequencies in accordance with the payment provisions of the grant.

3. REFUNDS (MAY 1986)

(a) The grantee shall remit to A.I.D. all interest earned on funds provided by A.I.D.

(b) Funds obligated by A.I.D. 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 advanced to but not expended by the grantee and not encumbered by a legally binding transaction applicable to this grant at the time of expiration or termination of the grant shall be refunded to A.I.D.

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(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 GRANT BUDGET (NOVEMBER 1985)

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant 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 grant budget will be necessary for the following reasons:

(1) Changes in the scope or the objectives of the program and/or revisions in the funding allocated among program objectives.

(2) The need for additional funding.

(3) The grantee expects the amount of A.I.D. authorized funds to 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 funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The grantee intends to contract or subgrant any of the substantive programmatic work under this grant, and such contracts or subgrants were not included in the approved grant budget.

(6) The grantee plans to incur an expenditure which would require advance approval in accordance with the applicable Federal cost principles and was not included in the approved grant budget.

(7) The grantee plans to transfer funds allotted for training allowances to other categories of expense.

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

(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

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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 pursuant to the standard provision of this grant, entitled "Termination and Suspension."

(f) Except as required by other provisions of this grant specifically 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. The grantee shall not be obligated to continue performance under the grant (including actions under the "Termination and Suspension" 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 the new obligated grant total amount.

5. TERMINATION AND SUSPENSION (MAY 1986)

(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 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) Suspension: Termination for Changed Circumstances. If at any time A.I.D. determines 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 or that it would be in violation of an applicable law, 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 for 60 days or more, then A.I.D.

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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.

(d) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the grantee shall 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. The grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended A.I.D. funds 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 the effective date of the termination of this grant be insufficient to cover the grantee's obligations in the 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. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the applicable cost principles.

6. DISPUTES (March 1987)

(a) Any dispute under this grant shall be decided by the A.I.D. grant officer. The grant officer shall furnish the grantee a written copy of the decision.

(b) Decisions of the A.I.D. grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeals the decision to A.I.D.'s Associate Assistant to the Administrator for Management. Any appeal made under this provision shall be in writing and addressed to the Associate Assistant to the Administrator for Management, Agency for International Development, Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the grant officer.

(c) In order to facilitate review on the record by the Associate Assistant to the Administrator for Management, the grantee shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Associate Assistant to the Administrator for Management shall be final.

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the A.I.D. grant officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

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8. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this grant on the basis of race, color, national origin, age, handicap, or sex.

9. U.S OFFICIALS NOT TO BENEFIT (NOVEMBER 1985)

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.

10. NONLIABILITY (NOVEMBER 1985)

A.I.D. does not assume liability for any third party claims for damages arising out of this grant.

11. AMENDMENT (NOVEMBER 1985)

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.

12. NOTICES (NOVEMBER 1985)

Any notice given by A.I.D. or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled 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 designated within the grant.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

(END OF MANDATORY STANDARD PROVISIONS)

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OPTIONAL STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with Paragraph 1E of Chapter 1 of Handbook 13. Each grant is required to have a payment provision. Check off the optional standard provisions which are included in the grant. Only those standard provisions which have been checked off are included physically within this grant.

- | | |
|------------------------------------------------------------------|---------------|
| 1. Payment - Letter of Credit | _____ |
| 2. Payment - Periodic Advance | _____ X _____ |
| 3. Payment - Cost Reimbursement | _____ |
| 4. Air Travel and Transportation | _____ X _____ |
| 5. Ocean Shipment of Goods | _____ |
| 6. Procurement of Goods and Services | _____ |
| 7. A.I.D. Eligibility Rules for Goods
and Services | _____ |
| 8. Subagreements | _____ |
| 9. Local Cost Financing | _____ X _____ |
| 10. Patent Rights | _____ |
| 11. Publications | _____ X _____ |
| 12. Negotiated Indirect Cost Rates -
Predetermined | _____ |
| 13. Negotiated Indirect Cost Rates -
Provisional | _____ |
| 14. Regulations Governing Employees | _____ X _____ |
| 15. Participant Training | _____ |
| 16. Voluntary Population Planning | _____ |
| 17. Protection of the Individual as a
Research Subject | _____ |
| 18. Care of Laboratory Animals | _____ |
| 19. Government Furnished Excess Personal
Property | _____ |
| 20. Title to and Use of Property (Grantee
Title) | _____ X _____ |
| 21. Title to and Care of Property (U.S.
Government Title) | _____ |
| 22. Title to and Care of Property
(Cooperating Country Title) | _____ |
| 23. Cost Sharing (Matching) | _____ |
| 24. Use of Pouch Facilities | _____ X _____ |
| 25. Conversion of United States Dollars
to Local Currency | _____ X _____ |

(INCLUDE THIS PAGE IN THE GRANT)

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OMB Approval No. 0412-0510
Expiration Date 12/31/89

PAYMENT - PERIODIC ADVANCE (NOVEMBER 1985)

(This provision is applicable when the conditions for use of letter of credit cannot be met (including those pertaining to mixed dollar and local currency advances) and when the grantee meets the requirements of paragraph 1.0.6 of Handbook 13.)

- (a) Periodic advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the grantee to secondary recipient organizations or the grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by A.I.D. to the grantee.
- (b) Grantees shall submit requests for advances at least monthly on SF-270, "Request for Advance or Reimbursement," in an original and two copies, to the address specified in the Schedule of this grant.
- (c) The grantee shall submit one copy of SF-272, "Federal Cash Transactions Report," 15 working days following the end of each quarter to the payment office address specified in the schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 the amount of cash advances in excess of thirty days requirement in the hands of subrecipients or the grantee's overseas field organizations and shall provide short narrative explanations of actions taken by the grantee to reduce the excess balances.
- (d) A "Financial Status Report," SF-269, shall be prepared on an accrual basis by the grantee and submitted quarterly no later than 30 days after the end of the period in an original and two copies to the payment office specified in the schedule. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final SF-269 must be submitted to the payment office within 90 days after the conclusion of the grant.
- (e) 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

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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.

(END OF STANDARD PROVISION)

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OMB Approval No. 0412-0510
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AIR TRAVEL AND TRANSPORTATION (NOVEMBER 1985)

(This provision is applicable when any costs for air travel or transportation are included in the budget.)

(a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event at least three weeks before travel is planned to commence. At least one week prior to commencement of approved international travel, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer, of planned travel, identifying the travelers and the dates and times of arrival.

(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, A.I.D. will, after receipt of advice of intent to travel required above, either issue a U.S. Government S.F. 1169, 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 air travel and shipments under this grant are required to be made on U.S. flag air carriers to the extent service by such carriers is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the United States and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier otherwise available cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) U.S. flag air carrier service is considered available even though:

(1) Comparable or a different kind of service can be provided at less cost by a foreign air carrier;

(2) Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

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(3) Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

(f) Except as provided in paragraph (b) of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the United States being performed by foreign air carrier:

(1) U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;

(2) Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or

(3) Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.

(g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks enroute to the U.S. or at which the traveler first debarks incident to travel from the U.S.), passenger service by U.S. flag air carrier will not be considered available:

(1) Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier:

(2) Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the U.S. would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the U.S. the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:

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(1) If travel by foreign air carrier would eliminate two or more aircraft changes enroute;

(2) Where one of the two points abroad is the gateway airport (as defined in paragraph (g) of this section) enroute to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

(3) Where the travel is not part of a trip to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.

(i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.

(k) Where U.S. Government funds are used to reimburse the grantee's use of other than U.S. flag air 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 above).

(?) International Travel

(1) As used herein, the term "international travel" means travel to all countries other than those within the home country of the traveler. Travel outside the United States includes travel to the U.S. Trust Territories of the Pacific Islands.

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(2) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance is the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the grant officer.

(m) This provision will be included in all subgrants and contracts which require air travel and transportation under this grant.

(END OF STANDARD PROVISION)

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LOCAL COST FINANCING (MAY 1986)

(This provision applies only when local costs are authorized by the grant, and must be used with the standard provision entitled "Procurement of Goods and Services.")

(a) Costs qualifying as local costs are eligible for financing under the grant in accordance with the terms of this standard provision. Local costs are defined as (1) indigenous goods, (2) imported shelf items, and (3) services provided by suppliers meeting the requirements contained in subparagraph (b). Indigenous goods are those that have been mined, grown or produced in the cooperating country through manufacture, processing or assembly. In the case of produced goods containing imported components, to qualify as indigenous a commercially recognized new commodity must result that is substantially different in basic characteristics or in purpose or utility from its components. 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.

Imported shelf items are eligible in unlimited quantities if they have their origin in a country included in A.I.D. Geographic Code 941. Imported 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 quantities; e.g., tons, barrels, etc., the unit to which the local currency equivalent of \$5,000 is applied that which is customarily used in quoting prices. The total amount of imported shelf items purchased 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 grant, 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. Imported shelf items produced in or imported from countries not included in Geographic Code 899 are ineligible for A.I.D. financing.

(b) To qualify as local costs, goods and services must also meet the following additional requirements:

- (1) They must be paid for in local currency.
- (2) They must not be specifically imported for this grant.
- (3) The supplier must be located in the cooperating country and must be of cooperating country nationality as defined in A.I.D. Handbook 1B, Chapter 5.
- (4) Any component from a country not included in A.I.D. geographic code 935 renders a commodity ineligible for financing.

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(c) 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.

(d) Ineligible Suppliers: Funds provided under this grant shall not be used to procure any goods or services furnished by any firm or individual whose name appears on A.I.D.'s Consolidated List of Debarred, Suspended, or Ineligible Awardees (A.I.D. Regulation 8, (22 CFR 208)). A.I.D. will provide the grantee with this list upon request.

(e) 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,
- (4) Pesticides,
- (5) Rubber compounding chemicals and plasticizers,
- (6) Used equipment,
- (7) U.S. Government-owned excess property, or
- (8) Fertilizer.

(f) If A.I.D. determines that the grantee has procured any of the restricted or ineligible goods and services specified in subparagraphs (c) through (e) above, or has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to A.I.D. the entire amount of the reimbursement.

(END OF STANDARD PROVISION)

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PUBLICATIONS (NOVEMBER 1985)

(This provision is applicable when publications are financed under the grant.)

(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 A.I.D. project officer with one copy of all published works developed under this grant and 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 unless the schedule of the grant has identified the profits or royalties as program income.

(d) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but A.I.D. reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

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REGULATIONS GOVERNING EMPLOYEES (NOVEMBER 1985)

(The following applies to the grantee's employees who are not citizens of the cooperating country.)

- (a) The grantee's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (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 is assigned by the grantee, no employee of the grantee shall engage directly or indirectly, either in the individual's 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 the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The grantee's employees, while in a foreign country, 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 A.I.D. 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 rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- (g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

(END OF STANDARD PROVISION)

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TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE) (NOVEMBER 1985)

(This provision is applicable when title to property is vested in the U.S. Government.)

(a) Property, title to which vests in the Government under this grant, whether furnished by the Government or acquired by the grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.

(b) Use of Government Property: Government property shall, unless otherwise provided herein or approved by the grant officer, be used only for the performance of this grant.

(c) Control, Maintenance and Repair of Government Property:

(1) The grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the grant officer may prescribe as reasonably necessary for the protection of the Government property.

(2) The grantee shall submit, for review and written approval of the grant officer, a records system for property control and a program for orderly maintenance of Government property; however, if the grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110, the grantee shall furnish the grant officer proof of such approval in lieu of another approval submission.

(3) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of Government property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(ii) The price of each item of property acquired or furnished under this grant.

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(iii) The location of each item of property acquired or furnished under this grant.

(iv) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the grant.

(vi) Date of order and receipt of any item acquired or furnished under the grant.

(vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this grant, the status of property acquired or furnished under this grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the grant shall be submitted yearly concurrently with the annual report.

(4) Maintenance Program: The grantee's maintenance program shall be consistent with sound business practice, the terms of the grant, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except

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that the grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the grantee's business, or all or substantially all of the grantee's operation at any one plant, laboratory, or separate location in which this grant is being performed;

(ii) Which results from a failure on the part of the grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above, or

(B) to take all reasonable steps to comply with any appropriate written directions of the grant officer under (c) above;

(iii) For which the grantee is otherwise responsible under the express terms designated in the schedule of this grant;

(iv) Which results from a risk expressly required to be insured under some other provision of this grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the grantee's liability under any one exception shall not be limited by any other exception.

(2) The grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the grantee to carry such insurance under any other provision of this grant.

(3) Upon the happening of loss or destruction of or damage to the Government property, the grantee shall notify the grant officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the

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Government property in the best possible order, and furnish to the grant officer a statement of:

- (i) The lost, destroyed, or damaged Government property;
 - (ii) The time and origin of the loss, destruction, or damage;
 - (iii) All known interests in commingled property of which the Government property is a part; and
 - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (4) The grantee shall make repairs and renovations of the damaged Government property or take such other action as the grant officer directs.
- (5) In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the Government, as directed by the grant officer. The grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the grant officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.
- (e) Access: The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.
- (f) Final Accounting and Disposition of Government Property: Upon completion of this grant, or at such earlier dates as may be fixed by the grant officer, the grantee shall submit, in a form acceptable to the grant officer, inventory schedules covering all items of Government property not consumed in the performance of this grant or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the grant officer.
- (g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

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USE OF POUCH FACILITIES (NOVEMBER 1985)

(This provision is applicable when activities under the grant will take place outside of the United States.)

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for A.I.D. grantees and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or A.I.D. Mission. In consideration of the use of pouch facilities, the grantee and its employees agree to indemnify and hold harmless, the Department of State and A.I.D. for loss or damage occurring in pouch transmission:

(1) Grantees and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of two pounds per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to (a)(1) and (2) above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) A.I.D. grantee personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide. Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch, may, however, accept the grantee's official and personal mail for pouch, provided of course, adequate postage is affixed.

(b) The grantee shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

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(c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or A.I.D. Mission.

(END OF STANDARD PROVISION)

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CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

(This provision is applicable when activities under the grant will take place outside of the United States.)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the grantee's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

(END OF STANDARD PROVISION)

CONTRACT/AGREEMENT DATA SHEET	1. M/SER/AAM/A/SUP Action Monitor	2. Date PIO/T Received in M/SER/AAM/A/SUP 1 1
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COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement/Number
518-0023-G-00-8074-00

4. Contractor/Recipient Name
CULTURAL SURVIVAL

5. Contractor Acronym
-

6. Project Title
FORESTRY SECTOR DEVELOPMENT

7. Project Number
518-0023

8. Project Officer's Name
B. KERJAN

9. Bureau or USAID Symbol
USAID/QUITO

10. PIO/T Number
518-0023-3-50209

21. Budget Plan Code
LDAA-85-25518-A013

11. TYPE OF ACTION

A. New Acquisition/Assistance

B. Amendment/Modification

1. New/Revised Scope

2. Funded Extension

3. No Cost Extension

4. Transfer of action from AID/W to Mission/Mission to AID/W

5. Incremental Funding

6. Overhead Rate Adjustment

7. Contract Closeout

B. Other

A

C.FPR or FAR N/A

22. Country or Region of Performance
Ecuador

23. A. This Action Increases or Decreases TEC by
\$ -0-

B. Total Estimated Cost of Contractual Document
\$ 28,181

24. Amount of Non-Federal Funds Pledged to the Project
-0-

12. Amount of this PIO/T
U.S. \$ 28,181

25. Effective Date of this Action
3 18 88

13. Amount Obligated Subobligated Deobligated
by this Contract or Amendment
U.S. \$ 28,181

26. Estimated Completion/Expiration Date
8 31 88

14. Cumulative Obligation (Life of Contract)
U.S. \$ 28,181

27. Contractor DUNS Number
-

15. This Action Funded Through
8,131,88

28. Consultant Type Award
 YES NO

16. Date Contractual Documents Signed by AID Official
3 18 88

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

17. Incrementally Funded Contracts
 YES NO

30. Number of Persons (PASA/RSSA only)
N/A

18. Host Country/Counterpart Institution (University Contracts)
N/A

31. CONTRACT TYPE

A. Fixed Price (specify: FFP FPRD FPEPA FPI) **D**

B. Cost Reimbursement (specify: CR CPFF CS CPAF CPIF)

C. IOC and Requirements Contracts

D. Grant/CA/PASA/RSSA

E. Contracts with Individuals

19. Campus Coordinator (University Contracts)
N/A

20. ADVANCE **B**

A. No Advance

B. Advance Non-FRLC

C. Advance FRLC

32. Negotiator's Typed Name

33. Negotiator's Signature

34. Date Signed
1 1

35. Contract/Grant Officer's Organization Symbol
RCC/QUITO

36. Contract/Grant Officer's Signature

37. Date Signed
9 18 88

38. SUBJECT TO STATUTORY REQUIREMENT

- A. Walsh-Healey Act, Manufacturer*
- B. Walsh-Healey Act, Regular Dealer*
- C. Service Contract Act
(U.S. ONLY - Guards, Maintenance, Laborers)
- D. Davis-Bacon Act (Construction)
- E. Not subject to Walsh-Bacon Act
(Most AID Contracts)

E

46. LABOR SURPLUS AREA PREFERENCE

- Labor Surplus Area
- A. No Preference
- B. Tie Bid Preference
- C. Total Set Aside
- D. Not a Labor Surplus Area Preference Award

D

*Equipment, Supplies, Materials, and Commodities

39. Country of Manufacture

N/A

40. CURRENCY INDICATOR

- A. U.S. Dollar
- B. Local Currency
- C. Combination
- D. Unfunded

A

47. TYPE OF BUSINESS

- A. Source: Non-U.S. and Used Outside U.S. & Possessions
- B. Source: Non-U.S. and Possessions
(Foreign Purchases Used Inside U.S.)
(If U.S. Source, complete C through Q)
- C. Firm - Profit Making & PSC's

H

- Non-Profit Organizations
- D. Private Educational Organizations
- E. Hospitals
- F. Research Institutions, Foundations, and Laboratories
- G. Other

41. SUBCONTRACTS

Is there a provision for a subcontract? (Contracts only)

YES

NO N/A

42. TYPE OF SERVICE

- A. Training of Participants
- B. Technical Assistance to Host Country
(Program, Project related except A&E Services)
- C. A&E Services
- D. Construction
- E. Research
- F. Technical Services to AID
(other than training; usually operating expense)
- G. Training Service for AID
- H. Equipment, Materials, Supplies, Commodities
- I. Translation Service

B

- Private Voluntary Organizations
- H. U.S. Registered
- I. U.S. Non-Registered
- J. Foreign

- State/Local Government
- K. Educational Institutions
- L. Hospitals
- M. Research Organizations
- N. Other

- O. International Agricultural Research Organizations
- P. Public International Organizations
- Q. U.S. Cooperatives

43. CONTRACT/AGREEMENT SOURCE

- A. U.S. Contractor/Grantee
- B. Non-U.S. Contractor/Grantee
- C. Combination of A & B

A

48. Women Owned Business?

YES

NO

44. TYPE OF AMERICAN OWNERSHIP

(U.S. Persons or Firms Only)

Minority

- A. Asian/Pacific Islander
- B. Black American
- C. American Aleuts or Eskimos
- D. American Indian
- E. Hispanic

G

49. TYPE OF AWARD

- Small Business
- A. Not Set Aside
- B. Partial Set Aside
- C. Total Set Aside
- Other Than Small Business
- D. Personal Service Contract
- E. Individual Non-Personal Service Contract
- F. U.S. Government
- G. University
- H. Non-Profit Organizations and PVOs
- I. Large Businesses

H

45. METHOD OF SOLICITATION

- A. Sealed Bid
- B. Competitive Proposal
- C. Combination/Competition
- D. Other Competition
- E. Noncompetitive

E

50. Paying Office:

Payment will be made by CONT USAID/EQUADOR

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51. SYNOPSIS PRIOR TO AWARD

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

54. APPLICABILITY OF COMPETITION IN CONTRACT ACT (CICA)

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

52. COMPETITIVE SOLICITATION PROCEDURES

- A. Normal full and open competition *
 - B. Architect - Engineer
 - C. Basic Research Proposal
 - D. Multiple Award Schedule
 - E. Alternate Source - Reduced Cost
 - F. Alternate Source - Mobilization
 - G. Alternate Source - Engineering/R&D Capability
 - H. Small Business Set-Aside
 - I. Labor Surplus Area Set-Aside
 - K. LSA/Small Business Set-Aside
 - L. Other than full and open competition
 - M. Small Purchases
 - N. 8(a) Program
 - P. Otherwise authorized by statute
- *If, 'A', block 57 must be completed

55. AUTHORITY FOR OTHER THAN FULL & OPEN COMPETITION

- A. Unique Source
 - B. Follow-on Contract
 - C. Unsolicited Research Proposal
 - D. Patent/Data Rights
 - E. Utilities
 - F. Standardization
 - G. Only One Source - Other
 - H. Urgency
 - J. Mobilization
 - K. Essential R&D Capability
 - L. International Agreement
 - M. Authorized by Statute *
 - N. Authorized Reale
 - P. National Security
 - Q. Public Interest
- *If 'M', block 56 must be completed

53. NUMBER OF OFFERORS

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

56. SPECIAL AUTHORITY FOR NON-COMPETITIVE ACTIONS
(Impairment of Foreign AID Programs) Authorized Under AIDAR
Sec. 706.302.70(b)(3)

- 1. PSC's Awarded Under Sec. 636(a)(3)
- 2. An Award of \$100,000 or Less by an Overseas Contracting Activity
- 3. Written Determination by Assistant Administrator or Administrator
- 4. None of the above.

57. SPECIAL SELECTION PROCEDURES

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

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