

## UNITED STATES INFORMATION AGENCY

### Culturally Significant Objects Imported for Exhibition Determinations

**ACTION:** Thereby determine that the objects on the list specified below, to be included in the exhibit, "Van Gogh's Van Goghs: Masterpieces from the Van Gogh Museum, Amsterdam," imported from abroad for the temporary exhibition without profit within the United States, are of cultural significance. These objects are imported pursuant to a loan agreement with the foreign lenders. I also determine that the exhibition or display of the listed exhibit objects at the National Gallery of Art, in Washington, D.C., from on or about October 12, 1998, to on or about January 3, 1999, and at the Los Angeles County Museum of Art, Los Angeles, California, from on or about January 17, 1999, to on or about April 4, 1999, is in the national interest. Public Notice of these determinations is ordered to be published in the **Federal Register**.

**SUMMARY:** Notice is hereby given of the following determinations: Pursuant to the authority vested in me by the Act of October 19, 1965 (79 Stat. 985, 22 U.S.C. 2459), Executive Order 12047 of March 27, 1978 (43 FR 13359, March 29, 1978), and Delegation Order No. 85-5 of June 27, 1985 (50 FR 27393, July 2, 1985).

**FOR FURTHER INFORMATION CONTACT:** Jacqueline Caldwell, Assistant General Counsel, Office of the General Counsel, 202/619-6982, and the address is Room 700, U.S. Information Agency, 301 4th Street, SW, Washington, D.C. 20547-0001.

Dated: July 10, 1998.

**Les Jin,**

*General Counsel.*

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## UNITED STATES INFORMATION AGENCY

### Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations

**AGENCY:** United States Information Agency.

**ACTION:** Notice; request for public comments.

**SUMMARY:** The United States Information Agency has combined into one form the Form IA-1119 (10/85)—Guidelines for the Administration of Assistance

Awards Awarded by the United States Information Agency and the former Form IA-1120 (10/85)—United States Information Agency, Office of Contracts, General Conditions, Assistance Awards. The combined form has been retitled IA-1119 (04/98)—Terms and Conditions for the Administration of United States Information Agency Assistance Awards. **DATES:** Written comments must be sent by August 17, 1998.

**Authority:** This notice is issued under the authority of 22 U.S.C. 2658 and E.O. 12048.

**ADDRESSES:** Send comments to USIA, Office of Contracts, Grants Division, 301 4th Street SW., Room M22, Washington, DC 20547.

**FOR FURTHER INFORMATION CONTACT:** Joyce C. Love on 202-205-8590 or Carolyn Payne-Fuller on 202-260-3145.

Dated: July 8, 1998.

**James W. Durham,**

*Acting Director, Office of Contracts.*

### Terms and Conditions for the Administration of United States Information Agency Assistance Awards

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### I. Introduction

This document defines award terms and conditions and procedures for institutions and organizations to use in receiving, disbursing and accounting for funds awarded by the United States Information Agency. Any questions concerning these procedures should be addressed to: U.S. Information Agency, Office of Contracts, Grants Division, M/KG, Washington, DC 20547, Phone: (202) 205-5477.

### II. Assistance Awards (Grant Agreement, Cooperative Agreement or Letter Agreement)

An agreement is formalized by a document signed by the Grants Officer, U.S. Government, duly appointed by the Agency, and accepted by the recipient institution or organization. The agreement will contain the terms and

conditions appropriate to the purpose of the project, and the recipient is required to follow the provisions of the agreement in carrying out the program. These Terms and Conditions apply, unless specifically modified or deleted in the text of the award document, to all grants, cooperative agreements or letter agreements awarded by the United States Information Agency. As used in these Terms and Conditions, all references to the Grants Officer refer to the officer, his or her successor or designee, executing the award document for the Agency.

### III. Amendments

The agreement is subject to amendment for such purposes as are necessary to enable the grantee to assist the Agency in the conduct of its programs. However, requests for amendments will not be considered unless the Recipient is in compliance with all reporting requirements stipulated in the Agreement.

### IV. Audits

Revised Circular A-133, which implements the Single Audit Act Amendments of 1996, provides uniform single audit requirements for all non-federal grantees—state and local governments (including Indian tribal governments), colleges and universities, hospitals and other non-profit organizations (however non-U.S. based entities are exempt). It applies to audits of fiscal years beginning after June 30, 1996.

### V. Compliance With Federal and State Laws

In the performance of the work authorized pursuant to this award, the recipient agrees to comply with all applicable Federal and State laws, rules and regulations which deal with or relate to the employment by the recipient of the employees necessary for such performance.

### VI. Convict Labor

In connection with the performance of work under this award, the recipient agrees not to employ any person undergoing sentence of imprisonment except as provided by Pub. L. 89-176, September 10, 1965 (18 U.S.C. 4082 (c)(2)) and Executive Order 11755, December 29, 1973.

### VIII. Disputes

A. Except as otherwise provided in this award, any dispute concerning a question of fact arising under this award that is not disposed of by agreement shall be decided by the Grants Officer, who shall reduce his/her decision to

writing and mail or otherwise furnish a copy to the recipient. The decision of the Grants Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the recipient mails or otherwise furnishes to the Grants Officer a written appeal addressed to the Director of the United States Information Agency. The decision of the Director's authorized representative for the determination of such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the recipient shall be allowed an opportunity to be heard and to offer evidence in support of this appeal. Pending final decision of a dispute, the recipient shall proceed diligently with the performance of the award and in accordance with the Grants Officer's decision.

B. Any failure by the parties to agree on the allowability or allocability of costs under this award shall be considered a dispute concerning a question of fact for decision by the Grants Officer within the meaning of this clause.

C. This Disputes clause does not preclude consideration of legal questions in connection with decisions provided in paragraph (A) above: *Provided*, that nothing in this award shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### **VIII. Examination of Records (OMB Circular A-110)**

The United States Information Agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

#### **IX. Payment of Interest on Recipient's Claim**

A. If an appeal is filed by the recipient from a final decision of the Grants

Officer under the disputes clause of this award, denying a claim arising under the award, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the recipient. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41, 85 Stat. 97, from the date the recipient furnishes to the Grants Officer a written appeal under the Disputes clause of this award, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the recipient of a supplemental agreement for execution either confirming complete negotiations between the parties or carrying out a decision of a board of contract appeals.

B. Notwithstanding (A) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Grants Officer determined the recipient has unduly delayed in pursuing remedies before a board of contract appeals or a court of competent jurisdiction.

#### **X. Refunds**

A. If any of the funds made available to the recipient are unexpended upon the expiration or termination of the award, as of the due date of the final financial report, a check made payable to the United States Information Agency for the unexpended balance shall accompany the final financial report(s).

#### **B. Subsequent Refunds**

The recipient shall refund to the Agency all refunds, rebates, or credits, received after submission of the final financial report. The recipient may, however, deduct from any such refunds, rebates, or credits all *bona fide* costs incurred by the recipient prior to the expiration date of the agreement but not billed to the recipient until after submission of the financial report. When subsequent transactions of this nature occur, a notice shall be sent to the Agency describing each item and amount involved and indicating that this subsequent notice amends the report previously submitted. A copy of such notice, together with the net amount of the refund, shall be forwarded to the Agency.

#### **XI. Reports**

A. *Program*—The agreement will state the due date and the type of report required for the recipient to fulfill its program obligations. The program report shall include the agreement number, period covered and whether it is an "interim" or "final" report.

B. *Financial*—The agreement will state the due date of the report. SF-269, "Financial Status Report" (sample attached), should be used to report all expenditures of funds. The report shall include the agreement number, the period covered, and whether it is an "interim" or "final" report. The final financial report shall be certified by the recipient's chief fiscal officer, or officer with comparable function and authority, as follows:

"I hereby certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents."

C. If, for reasons beyond its control, the recipient institution or organization cannot submit the program and financial reports when due, it should request permission from the Grants Officer to submit them at a later date.

#### **XII. Subcontractors and Outside Associates and Consultants**

None of the substantive programmatic work under a grant or other agreement may be subcontracted or transferred without prior approval of the USIA Grants Officer. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

#### **XIII. Termination**

##### **A. Termination for Cause**

The Federal sponsoring agency may reserve the right to terminate any grant or other agreement in whole or in part at any time before the date of completion, whenever it is determined that the recipient has failed to comply with the conditions of the agreement. The Federal sponsoring agency shall promptly notify the recipient in writing of the determination and reasons for the termination, together with the effective date. Payments made to recipient or recoveries by the Federal sponsoring agency under grants or other agreements terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

##### **B. Termination for Convenience**

1. The Federal sponsoring agency or recipient may terminate grants and other agreements in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The

recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

2. The Federal sponsoring agency shall allow full credit to the recipient for the Federal share of the noncancellable obligations, properly incurred by the recipient prior to termination.

#### **XIV. Travel**

##### *A. Definitions*

The terms used in this clause 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 Carrier" 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.

##### *B. Preference for U.S. Flag Air Carriers*

1. Pub. L. 93-623 requires that all Federal agencies and Government contractors, subcontractors and award recipients use U.S. Flag Air Carriers for international air transportation of personnel (and their personal effects) or property, to the extent services by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriated funds for international air transportation on other than a U.S. Flag Air Carrier in the absence of satisfactory proof of the necessity.

2. In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, a certification must be included on vouchers involving such transportation essentially as follows:

##### *Certification of Unavailability of U.S. Flag Air Carriers*

I hereby certify that transportation service for personnel (and their personal effects) or property by a certified U.S. Flag Air Carrier was unavailable for the following reason(s): (state reason(s))

3. The recipient shall include the substance of this clause, including this

paragraph (3), in each subcontract, subgrant or purchase hereunder which may involve international air transportation.

4. *U.S. Flag Air Carriers*—All transportation of persons or property to be paid with funds provided by the agreement must be performed on a U.S. Flag Air Carrier when such service is "available." In all but the most unusual circumstances, all travel that originates, terminates or involves stopovers in the United States must be on U.S. Flag Air Carriers.

5. a. Examples of the "unavailability" of passenger service by a U.S. Flag Air Carrier:

(1) When the gateway airport abroad is the traveler's origin or destination airport, and the use of a U.S. Flag Air Carrier would extend the time in travel status, including delay at origin and early arrival at destination, by at least 24 hours; or

(2) When the gateway airport abroad is an interchange point and the use of a U.S. Flag Air Carrier would require the traveler to wait six hours or more to make connections at that point; or

(3) When connecting with ongoing flights at the gateway airport in the United States would extend the traveler's time in travel status by at least six hours.

b. U.S. Flag Air Carrier service will be used to the furthest interchange point with foreign carriers and foreign carrier service will be used to the nearest interchange point with U.S. Flag Air Carriers which will not extend the traveler's time in travel status by more than six hours between points of origin and destination.

##### *C. Economy Class Accommodations*

In conformity with general U.S. Government policy, it is the policy of the Agency that persons traveling under Agency programs use economy class accommodations. There are exceptional circumstances, however, when the use of other than economy class accommodations may be necessary. The recipient may apply the following limited guidance in determining whether other than economy class accommodations may be permitted.

##### *D. Mode of Travel*

###### *1. Train Travel*

(a) *Sleeping Car Accommodations.* When overnight travel is involved, the least expensive first class sleeping accommodations available shall be allowed. Higher cost accommodations may be authorized or approved upon certification by the traveler on the travel voucher that the lowest cost

accommodations were not available or that the higher cost accommodations were authorized or approved by the Agency for reasons of security.

(b) *Parlor Car and Reserved Coach Accommodations.* For train travel exceeding four hours, reserved coach accommodations will be used to the greatest extent possible. A parlor car seat may be allowed when reserved coach accommodations are not available.

(c) *Extra-Fare Trains.* Travel by extra-fare trains may be authorized when administratively determined to be advantageous to the Government or required for security reasons. The use of the Metroliner coach service is considered to be advantageous to the Government.

###### *2. Air Travel*

###### *A. Policy*

It is the policy of the Government that employees or individuals on official business using commercial air carriers for domestic or international flights travel in economy class accommodations. The limited exceptions to this policy are listed below.

###### *B. Exceptions to Economy Class Travel May Occur When*

(1) Regularly scheduled flights between the authorized origin and destination points (including connection points) provide only business class service. The traveler must provide certification to that effect on the travel voucher.

(2) Space is not available in economy class accommodations on any scheduled flights in time to accomplish the purpose of the travel, which is so urgent that it cannot be postponed.

(3) Business class accommodations are necessary due to the disabling condition of the traveler that other accommodations cannot be used. Such condition must be substantiated by medical authority.

(4) Business-class accommodations are required for security purposes or because exceptional circumstances make their use essential to the successful performance of an Agency mission.

(5) Economy class accommodations on foreign carriers do not provide adequate sanitation or meet minimum health standards.

###### *C. Authority for Business Class Travel*

The authority to authorize or approve business class air travel for exceptions (1) through (5) above is lodged with the Associate Director for the Bureau of

Educational and Cultural Affairs and cannot be redelegated. The authorization for business class travel shall be made in advance of actual travel unless circumstances make advanced authorization impossible. In these cases, the Program Officer will obtain written approval from the Associate Director as soon as possible.

3. *Travel Arrangements and Payment.* If the funds are withheld by the Agency, with payment made by the Agency or its designated representative (Embassy), the recipient institution/organization or its designated representative will make all arrangements for the travel authorized in the agreement. Such arrangements include planning the itinerary and obtaining the tickets.

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