

Number: SAL60006GR129

Date: September 28, 2006

**GRANT AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
Albanian Music Council**

This Grant Agreement is entered into between the United States of America, acting through the Public Affairs Section in Tirana, Albania, (hereinafter referred to as "PAS"), and Albanian Music Council whose office is located at Tirana (hereinafter referred to as the "Recipient").

The Public Affairs Section is authorized to enter into this Grant Agreement under the Mutual Educational and Cultural Exchange Act of 1961 (commonly known as the Fulbright-Hays Act) 22 U.S.C. 2451 et seq. and--U.S. Information and Educational Exchange Act (Smith-Mundt) 22 U.S.C. 1431 et seq.;

The Recipient warrants that it has full authority to enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I: PURPOSE

(a) PAS hereby makes an award of US Dollars twenty three thousand seven hundred, \$23,700 to the Recipient for the purpose of assisting the recipient in conducting the project entitled " Encyclopedia of Albanian Iso-Polyphony".

All payments to the Recipient shall be made through three separate installments in bank transfer (first installment \$8,000, second installment \$8,000, third installment 7,700) after approval by the Grants Officer.

(b) The Recipient hereby accepts this award in accordance with the conditions and provisions herein.

(c) The Recipient shall carry out this Agreement, in accordance with its proposal dated March 2006 and any revisions to which both parties agree in writing. However, the Recipient's budget shall be in accordance with the Items of Expenditure stipulated in Article II below. This award of funds shall be used prudently and only for expenses incurred by the Recipient in carrying out the program described in Article II below. These funds may not be used to pay for alcoholic beverages or entertainment. Any questions concerning the propriety of any particular expenditure from these grant funds may be referred to the Grants Officer or Angelina Pistoli who is hereby designated as the Grants Officer Representative (GOR) for this Grant Agreement.

(d) The Recipient is required to refund to the United States Government any unexpended funds after the program and period of performance are completed.

ARTICLE II: BUDGET  
ITEMS OF EXPENDITURE

Encyclopedia of Albanian Iso-Polyphony, 24.000 USD

ARTICLE III: LINE-ITEM ADJUSTMENTS

It is understood and agreed that the Recipient may make cumulative adjustments of up to ten percent (10%) of the total budget among the amounts specified for the items of expenditure set forth herein above. The Grants Officer must approve adjustments in excess of ten percent or any change that alters the purpose of the grant in advance.

ARTICLE IV; GRANTEE'S RESPONSIBILITIES

In accepting the above property, the Grantee (1) shall pay all in-country transportation and related costs to move and install the donation at the recipient's location and (2) agrees to maintain them in good working condition at its own expense. Also, if permits are required for this property, the Grantee will obtain them at its own expense.

The U.S. Government shall be responsible for any and all transportation to get them in-country.

ARTICLE V: PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from September 30, 2006 through May 31, 2007. All expenditures paid with funds provided by this Agreement must be incurred for authorized activities that take place during this period unless otherwise stipulated.

In the event the time prescribed herein should prove insufficient for the Recipient to carry out the program provided for herein, the Grants Officer may provide such extension of the period of the Agreement as may be deemed advisable. Any extension will be effective only upon the execution of an amendment to the Agreement for this purpose. All requests for extensions must be received in writing at least ten days prior to the expiration date.

ARTICLE VI: REPORTS

Report 1 – The Recipient will provide a narrative report to the Grants Officer and the Ambassador's Fund Program Coordinator on the initial phase of the project by November 1, 2006. The report should describe any accomplishments to date and include copies of any press notices.

Report 2 – The Recipient shall submit:

- an accounting of all expenditures made from these grant funds
- a narrative report (minimum of 2 pages)
- any press notices
- high quality images

Report 3 – The Recipient shall, within thirty (30) days of the completion of the project, submit:

- an accounting of all expenditures made from these grant funds
- a narrative report (minimum of 2 pages)
- any press notices
- high quality images

The report shall be submitted to both the Grants Officer and the Ambassador's Fund Program Coordinator.

**FAILURE TO COMPLY WITH THE REPORTING REQUIREMENTS MAY JEOPARDIZE YOUR ELIGIBILITY FOR FUTURE AWARDS OR WILL RESULT IN SUSPENSION OF ANY FUTURE PAYMENTS UNDER THIS AWARD UNTIL SUCH TIME AS THIS DEFICIENCY HAS BEEN CORRECTED.**

#### ARTICLE VII: KEY PERSONNEL

Within thirty (30) days after the date of execution of this Agreement, the Recipient shall furnish brief biographical sketches if these have not been previously furnished, including information on the education and experience of officer personnel, i.e., the members of the professional staff in a program supervisory position engaged for or assigned to duties under this Agreement, and shall also provide similar information concerning such new office personnel as may subsequently be assigned by the Recipient to duties in connection with this Agreement.

#### ARTICLE VIII: ORDER OF PRECEDENCE

In the event of any inconsistency between provisions of the Grant, the inconsistency shall be resolved by giving precedence in the following order:

- a. Grant Terms and Conditions
- b. Recipient's Proposal

#### ARTICLE IX: GRANTS OFFICER

The Grants Officer is responsible for all administrative aspects of this award and is authorized to award, amend, suspend, and terminate financial assistance awards. In addition, the Grants Officer is responsible for administrative coordination and liaison with the Recipient. This individual receives appropriate material from the Grants Officer's Representative and/or the Recipient for administrative processing. The Grant Officer's name, address, and telephone number are:

Stephanie A, Wickes, Public Affairs Officer,  
US Embassy, Tirana Tel: 04 24 72 85

#### ARTICLE X: GRANTS OFFICER REPRESENTATIVE

The Grants Officer's Representative (GOR) for this Grant will be Angjelina Pistoli. The GOR is responsible for the programmatic, technical, and/or scientific aspects of this award.

#### ARTICLE XI: EXTENT OF DEPARTMENT OF STATE INVOLVEMENT

The Department of State's (hereafter called "DOS") involvement in the operation of this project is considered to be of an administrative nature. The DOS will exercise normal federal stewardship responsibility during performance to include, but not limited to: site visits, review and response to performance, technical or subject matter, financial reports, and audit to ensure that the objectives, terms and conditions of this award are accomplished.

#### ARTICLE XII: COPYRIGHT LICENSE

The parties agree that any image (electronic or print), sound file, or video file supplied to PAS with regard to grant activities or products may be used in informational or educational materials, including print and electronic media. Acknowledgement will be made of the source and/or copyright of materials used. If the Recipient is not the originator of the materials, the Recipient will obtain the appropriate copyright release.

#### ARTICLE XIII: PUBLICATION FOR PROFESSIONAL AUDIENCES

(a) The Department of State encourages the widest practicable dissemination of research results at any time during the course of the project.

(b) Any publications or articles resulting from this research shall acknowledge the support of the Department of State and will include a disclaimer as follows:

This project was funded, in part, through Grant Agreement, the opinions, findings and conclusions or recommendations expressed herein are those of the Author(s) and do not necessarily reflect those of the Department of State.

#### ARTICLE XIV: 22 CFR Part 137, GOVERNMENT –WIDE DEBARMENT, SUSPENSION (NON-PROCUREMENT)

(a) This award is subject to Executive Order 12549 and 22 CFR 137, Debarment and Suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities except to the extent prohibited by law or authorized in writing by the Department.

#### ARTICLE XV: TERMINATION BY MUTUAL AGREEMENT

(a) Circumstances may arise in which either the Department of State or the Recipient wishes to terminate its performance of a project in whole or in part. If both parties agree that continuation of the project would not produce results commensurate with further expenditure of funds or for any other reason, the Cooperative Agreement may be terminated by mutual consent.

(b) If the Recipient wishes to terminate the project, their Authorized Representative should advise the Grants Officer in writing; and concurrently send a copy to the Grants Officer's Representative.

(c) If the Department of State wishes to terminate the project, the Grants Officer will advise, in writing, the Recipient's Authorized Representative with a copy to the Project Manager and the Grants Officer's Representative.

(d) Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an appropriate written response. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, 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. The Department of State shall allow full credit to the Recipient for the Federal Share of the obligations that can not be cancelled properly incurred by the Recipient prior to termination.

#### ARTICLE XVI: SUSPENSION OR TERMINATION FOR CAUSE

(a) When the recipient has materially failed, as determined by the Department of State, to comply with the terms and conditions of the Cooperative Agreement, the Department of State may:

- (1) Suspend the Agreement in whole or in part; or
- (2) Terminate the Agreement in whole or in part for cause.

(b) The Department of State prefers that deficiencies be corrected whenever practicable, therefore, action to terminate this Agreement normally will be taken only after the Authorized Recipient Representative has been informed by letter of the nature of the problem with notification that failure to correct the deficiency may result in suspension or termination of this Agreement. However, the practice does not preclude immediate suspension or termination when such action is reasonable under the circumstances and necessary to protect the interest of the Government.

(c) Upon notification letter to the Recipient of the Department of State's intent to suspend or terminate this Agreement, the Recipient will be requested to respond in writing describing the action taken or the plan designed to correct the deficiency.

(d) If a satisfactory response is not received within the time allowed in such notice letter, the Grants Officer may issue a notice suspending authority to further obligate funds, in whole or in part. The notice of suspension will be sent by certified mail (return receipt requested) to the Authorized Recipient Representative. The notice will set forth the activities covered by the suspension and its effective date and the corrective action required by the Recipient in order to lift the suspension.

(e) In the event the deficiency is not corrected to the satisfaction of the Department of State, the Grants Officer may issue a notice of termination, in the same manner as described in paragraph (d) of the Provision entitled "Termination by Mutual Agreement." The notice of termination will establish the reasons for the action and its effective date.

(f) If the Agreement is suspended pursuant to this Provision, no obligations incurred by the recipient during the period of suspension will be allowable under the suspended Agreement except those costs, which are applicable and allowable under the applicable Federal Cost Principles.

(g) If an agreement is terminated pursuant to this clause, the Recipient shall not incur new obligations after the effective date of the termination notice and shall cancel as many outstanding obligations as possible. The settlement of termination costs will be in accordance with the applicable Federal Cost Principles. Payments made to the Recipient or recoveries made by the Federal Government shall be in accordance with the legal rights and remedies of the parties.

(h) Within 90 days of the effective date of termination, the Recipient will furnish an itemized accounting of funds expended for allowable costs prior to the effective date of termination and the unexpended funding balance.

(i) In no event will the total of Department of State payments under a terminated agreement exceed the agreement amount, or the Department of State pro rata share when cost sharing was anticipated, whichever is less.

#### ARTICLE XVII: IDENTIFIED PROPERTY

Title to the property specified in this grant shall vest in the recipient. The recipient agrees to use and maintain the property for the purpose of the award and in accordance with the procedures established in this grant. Upon acceptance by the Recipient of the property herein granted, the U.S. Government shall have no further responsibility for maintenance or upkeep of the said property.

#### ARTICLE XVIII: SPECIAL PROVISIONS

The Grantee shall hold and save the United States Government, its officers, agents, and employees, harmless from all liability of any kind or nature, including costs and expenses, for or on account of any or all claims, suits, or damages of any character whatsoever arising out of the use of this property and performance of this grant.

The Grantee will not issue, or permit to be issued, publicity in any form respecting this grant or of the fact of the Grantee's participation in any program, unless such publicity be first approved in writing by the U.S. Government.

#### ARTICLE XIX: PRE-AWARD INCURRED COSTS

Incorporated in the total grant value (\$23,700), the Department of State hereby agrees to reimburse the recipient not to exceed \$ 2,370, for costs incurred and

considered allowable. This pre-award condition applies to costs incurred for this awards starting August 30, 2006.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ACCEPTED BY THE RECIPIENT:

ACCEPTED BY THE GOVERNMENT:

By: Prof. Dr. Vasil S. Tole

By: Stephanie A, Wickes

Title President

Title: Grants Officer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

Bujar Leskaj

Marcie B. Ries

Minsiter of Tourism, Culture  
Youth and Sports

Ambassador  
of the U.S. of America

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_