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DEPARTMENT OF STATE PD-AAC-599
AGENCY FOR INTERNATIONAL DEVELOPMENT OFICIA DEL PRESIDENTE
WASHINGTON, D.C. 20523

1974 DEC 16 PM 1 18

NOV 14 1974

Dr. Amador Cobas
President
University of Puerto Rico
Rio Piedras, Puerto Rico

Subject: Grant No. AID/CM/ta-G-73-50
Amendment No. 1

Dear Dr. Cobas:

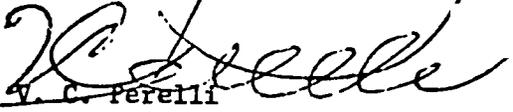
Pursuant to the Foreign Assistance Act of 1961, as amended, subject Grant is hereby amended for the purpose of substituting the attached Standard Provisions, dated October 15, 1974, for those provisions previously applicable.

Therefore, the parties agree that the attached Standard Provisions replace and supersede all previous provisions and that all other terms and conditions of the subject Grant remain unchanged.

Except as expressly amended, the Grant remains in full force and effect in accordance with its terms.

Please sign the original and all copies of this Amendment in the space below to acknowledge your understanding of the conditions under which the amendment has been made. The original and 5 copies of this letter amendment should be returned to this office.

Sincerely yours,



V. C. Ferelli
Grant Officer
Technical Assistance Branch
Central Operations Division
Office of Contract Management

Attachment
as stated

ACKNOWLEDGED:

UNIVERSITY OF PUERTO RICO

BY: Dr. Arturo Morales Carrión

TITLE: President

DATE: 2/10/75

ATTACHMENT B
STANDARD PROVISIONS

1. Grant Agreement

The letter to the Grantee, signed by the Administrator, Agency for International Development, (or his Deputy), the Final Proposal as agreed to by the Grant Officer, and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant Agreement.

2. Adherence to Aims

The Grantee is responsible for adhering to the conditions of this Grant. Although the Grantee is encouraged to seek the advice and opinion of the Agency for International Development (AID) on special problems that may arise, such advice does not relieve the Grantee from the responsibility for making sound technical and administrative decisions.

3. Budget

In no event may the Grantee be reimbursed in an amount which exceeds the total amount of the Grant. Adjustments among the line items of the budget are unrestricted.

4. Reports

A. The Grantee shall submit an annual report to the sponsoring technical office in the form, manner, and numbers of copies as shall be prescribed by the AID Guideline for Preparation or 211(d) Grant Annual Progress Reports and Submission of Special Reports and Publications, as in effect on the date this Grant is executed. This annual report shall serve as the basis for AID's annual review to determine Grantee's satisfactory accomplishment of Grant objectives and purposes. Findings as a result of the AID review will be conveyed to the Grantee for such actions as the parties deem appropriate.

B. The last annual report to be submitted under the Grant shall serve as the final report, and shall be marked "final report". This report shall be submitted as soon thereafter as possible but no later than six months after completion or termination of the Grant. The final report shall describe all major accomplishments under the Grant, numbers of degrees granted, a bibliography of all publications produced as a result of the Grant, plus other data, as appropriate, sufficient to enable the reader to evaluate all aspects of the program as undertaken.

C. Each annual report shall be accompanied by a Fiscal Report, which shall reach AID no later than 90 days after the end of the reporting year. This report shall reflect expenditures (by budget line items) during the reporting period as well as cumulative expenditures. The

10/15/74

details of the fiscal data shall be set forth in the Guidelines provided by AID. The final fiscal report shall give a summary accounting (by Budget line items) of all funds expended under the Grant.

5. Reviews

AID will conduct on-site reviews and evaluation of Grantee's progress at intervals specified herein.

A. Initial review within 18 months of grant award date.

B. Second review within 3 years of grant award date.

C. Bi-annually thereafter, if extended. Informal visits and progress discussions may be conducted at any time as mutually agreed.

6. Publications

A. If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult with AID on the nature of the acknowledgment prior to publication or whether acknowledgment should be made.

B. The Grantee shall provide the project officer with copies of all published works developed under the grant as set forth in the Guidelines in effect on the date this grant is executed or as subsequently mutually agreed. The Grantee shall provide the project officer with lists of other written work produced under the Grant.

C. In the event Grant funds are used to underwrite the cost of publishing, any profits or royalties up to the amount of such cost attributable to the Grant shall be credited to the Grant.

D. Any copyrights shall be in the name of the Grantee. However, the Government shall have a royalty-free, non-exclusive irrevocable license for the use of all publications produced or composed under this Grant.

7. Patents

A. Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of Government Patent Policy 36 FR 16887.

B. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

8. Salaries

All salaries, wages, fees, stipends, and allowances reimbursed under this Grant shall be in accordance with the Grantee's usual policy and practice.

9. Allowable Costs and Payment

The Grantee shall be reimbursed for direct costs incurred in carrying out the purposes of the Grant. Allowability of such costs shall be determined by the Administrator in accordance with the Federal Management Circular (FMC) 73-8 (Cost Principles for Educational Institutions); the terms of this Grant; or any advance understanding of allowable costs which the Agency has with the institution. It is mutually understood and agreed, unless otherwise provided herein, that the Grantee will not allocate any costs to this Grant, which are normally charged as indirect costs (overhead) in accordance with the Grantee's normal accounting practices. Payment of costs incurred under this grant shall be in accordance with the procedures set forth in Appendix "A".

10. Accounting, Records, and Audit

The Grantee shall maintain books, records, documents, and other evidence in accordance with the institution's usual accounting procedures to sufficiently substantiate charges to the Grant. The Grantee shall preserve and make available such records for examination and audit by AID and the Comptroller General of the United States, or their authorized representatives (1) until the expiration of 3 years from the date of termination of the program and (2) for such longer period, if any, as is required to complete an audit and to resolve all questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the records. AID follows generally accepted auditing practices in determining that there is proper accounting and use of Grant funds.

11. Ineligible Countries

Grantee agrees not to initiate grant-financed programs in countries which are subject to the limitation set forth in Section 620 of the Foreign Assistance Act of 1961, as amended, or in countries which are ineligible for assistance under acts appropriating funds for foreign assistance. In the event AID determines that a country is ineligible for assistance, pursuant to this provision the Grant Officer shall notify the Grantee and the Grantee shall commence no further Grant-financed activities in connection with or in such country pending further written advice from the Grant Officer.

12. Unexpended Funds

A. Funds obligated hereunder but not disbursed to the Grantee at the time the Grant expires or is terminated, shall revert to AID. Any

funds disbursed to but not expended by the Grantee and in the custody of the Grantee at the time of expiration or termination of the Grant shall be refunded to AID.

B. If, at any time during the life of the grant, it is determined by the Administrator, AID, that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall credit such amounts to the corpus of the grant.

C. Expenditures which may be disallowed at time of final audit will be refunded to AID.

13. Procurement of Equipment, Vehicles, Materials, Supplies and Services

A. No vehicles shall be purchased unless prior written approval is obtained from the Grant Officer.

B. Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraph C below, all equipment, vehicles, materials, supplies, and services purchased under this Grant shall be purchased in the United States and, in the case of commodities, shipped from the United States to the country of usage. In addition, for any purchase transaction in excess of \$2,500, the Grantee shall notify the supplier that the item(s) must be of U.S. source and production and comply with the componentry limitations and other requirements applicable to suppliers under AID Regulation 1, and that the supplier must execute and furnish Form AID-282 "Suppliers Certificate and Agreement with the Agency for International Development."

C. Printed or audio visual teaching materials may, to the extent necessary, be purchased with Grant funds outside the United States when:

- (1) effective use of the materials depends on their being in the local language; and
- (2) other funds including U.S. owned and controlled local currencies are not readily available for procurement of such material.

The order of preference as to countries in which such purchases outside the United States are made shall be:

- (1) The AID receiving country.
- (2) Countries falling within AID Geographic Code 901.
- (3) Other countries falling within AID Geographic Code 899.

AID Geographic Codes are defined in AIDPR 7-6 5201-1.

The Grantee shall purchase all English language books from the current AID Contractors providing purchasing services of such material at discount prices, provided, however, that the Grantee may purchase books from other sources if the

terms, price, delivery, and other factors considered, are as good as, or better than those offered by the current AID Contractor. The procedures to be followed, the name and address of the Contractor, and pertinent provisions of the Contract will be provided the Grantee.

D. Procurements in the Cooperating Country which are less than \$2,500.00 and are for materials (regularly available and normally sold on the local market) which are to be consumed or expended in the performance of this Grant, are exempt from the conditions of Paragraph B above, provided that the origin of such materials and supplies and the component parts thereof is a free world country as described in AID Geographic Code 935.

14. Title To and Use of Property

Title to all property purchased with funds to be attributed to this Grant shall vest in the Grantee, subject to the following conditions:

A. The Grantee shall not, under any Government contract or sub-contract thereunder, or any Government grant, charge for any depreciation, amortization, or use of any property title to which remains in the Grantee under the clause.

B. The Grantee agrees to use and maintain the property for the purposes of the Grant.

C. With respect to items having an acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

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

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

Exceptions to this clause will be as approved by the Grant Officer.

15. Capital Expenditures

Grant funds may not be used for new construction, alterations or improvements to buildings, fixtures, or facilities.

16. Travel and Transportation

A. The Grant Officer hereby approves in advance any international travel hereunder, provided that the Grantee shall obtain written concurrence from the cognizant technical Office in AID prior to sending any individual outside the United States financed under the Grant or

employing any person outside the United States to perform professional and/or supervisory duties under the Grant. For this purpose the Grantee shall advise the cognizant Project Officer at least thirty (30) days in advance of any travel to be undertaken outside the United States, and/or the proposed employment of such persons outside the United States to perform work under the Grant.

After concurrence is received the Grantee shall provide the cognizant USAID mission or U.S. Embassy advance notification, with a copy to the Project Officer of the arrival date and flight identification of Grant financed travellers.

Grantee will not be reimbursed for travel expenses of dependents, or transportation of effects, of foreign nationals brought to Grantee's institution for purposes in furtherance of the objectives of the Grant.

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

C. The Grantee agrees to travel by the most direct and expeditious route, and to use less-than-first-class transportation unless such use will result in unreasonable delay or increased costs.

(1) All international air travel under this Grant shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Grantee certifies to the facts in the voucher or other documents retained as part of his Grant records to support his claim for reimbursement and for post audit:

(a) where a flight by a United States carrier is scheduled but does not have accommodations available when reservations are sought;

(b) where the departure time, routing, or other features of a United States carrier would interfere with or prevent the satisfactory performance of official business;

(c) where a scheduled flight by a United States carrier is delayed because of weather, mechanical, or other conditions to such an extent that use of a non-United States carrier is in the Government's interest;

(d) where the appropriate class of accommodations is available on both United States and non-United States carriers, but the use of the United States carrier will result in higher total United States dollar cost to the Grant due to additional per diem or other expenses; and

(e) where the appropriate class of accommodations is available only on a non-United States carrier and the cost of transportation and related per diem is less than the cost of available accommodations of another class on a United States carrier and related per diem.

(2) All international air shipments under this Grant shall be made on United States flag carriers unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a United States carrier either at point of origin or transshipment, provided that the Grantee certifies to the facts in the vouchers or other documents retained as part of the Grant records to support his claim for reimbursement and for post audit.

17. Regulations Governing Employees Outside the United States

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

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

C. Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage, directly or indirectly, either in his own name or in the name or through an Agency of another person, in any business, profession, or occupation in the foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

D. The Grantee's employees, while in 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 representative responsible for the Grant activities shall consult with the mission director and the employee involved, and upon agreement of these parties, shall adopt a course of action with regard to such employee.

F. The Grantee agrees to abide by the decision of the United States Ambassador to direct the removal from a country of any United States citizen employed under this Grant or to direct the discharge from this Grant of any third country national or foreign country national when, in the discretion of the Ambassador, the interests of the United States so require; and the Grantee further agrees to obtain the written agreement thereto of its employees prior to their being sent overseas.

18. Conversion of United States Dollars to Local Currency

In countries designated "excess" or "near-excess" currency countries Grantee agrees to convert all United States dollars to local currency through the United States Disbursing Officer, American Embassy, unless the Disbursing Officer certifies that no local currency is available.

19. Visa Status of Non-U.S. Citizens

AID will not intercede on behalf of non-U.S. citizens participating in a project when the stay of such non-citizens in the U.S. may be affected by their visa status. It is the responsibility of the Grantee institution to establish, before accepting a non-citizen, that his visa allows him to remain in the country a sufficient length of time to be productive on the project.

20. Grant Officer

All correspondence relating to the terms and conditions of any part of this grant shall be directed to the Grant Officer, Office of Contract Management, Contract Operations Division, AID, Washington, D.C. 20523

21. Amendment

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

22. Termination

This Grant may be terminated by the Administrator upon written notice to the Grantee after consultation between representatives of the Grantor and Grantee. Upon the Grantee's receipt of notice of such termination it shall take immediate action to minimize all additional obligations financed by this Grant and shall cancel such unliquidated obligations wherever possible. No further reimbursement shall be made after the effective day of termination, and the Grantee shall, within thirty (30) calendar days after the effective date of such termination, repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction with the purposes of this Grant. Should the funds paid by the Grantor prior to termination of this Grant be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Grantor within (90) days after the effective date of such termination, a written claim covering such obligations and, subject to the limitations contained in this Grant, the Grantor shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

23. Equal Opportunity Employment

With regard to the employment of persons in the U.S. under this grant, Grantee agrees to take all reasonable steps to insure equality of opportunity in its

employment practices without regard to race, religion, sex, color, or national origin of such persons and that, in accordance with Title VI of the Civil Rights Act of 1964 when work funded by this Grant is performed in the U.S. no person shall, on the grounds of race religion, sex, color, or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 2 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

24. Unauthorized Use of Funds

The Grantee shall not expend funds provided under this Grant to pay costs for services or activities which are otherwise financed or funded under any other contractual/grant agreements between the Grantee and any U.S. Federal agency.

25. Nonliability

AID does not assume liability with respect to any claims for damages arising out of work supported by its grants.

26. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the Grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

27. Officials Not to Benefit

No member of or delegate to the Congress or resident Commissioner shall be admitted to any share or part of the 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.

28. Notices

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered to the following:

To AID: Administrator
Agency for International Development
Washington, D.C. 20523
Attention: Grant Officer
Office of Contract Management
Contract Operations Division

To Grantee: At address shown on covering letter

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DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D. C. 20523

OFFICE OF
THE ADMINISTRATOR

SEP 17 1973

C/O: Fred V. Soltero
Chancellor
University of Puerto Rico
Mayaguez, Puerto Rico

Dr. Amador Cobas
President
University of Puerto Rico
Rio Piedras, Puerto Rico

Dear Dr. Cobas,

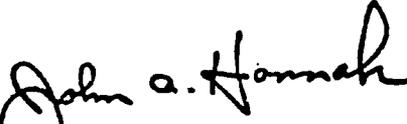
I am pleased to inform you that pursuant to the authority contained in Section 211(d) of the Foreign Assistance Act of 1961, as amended, Grant No. AID/Cm/ta-G-73-50 in the amount of \$500,000 is hereby made to the University of Puerto Rico. These grant funds are provided to support the activities which are described in your Final Proposal dated June 13, 1973, for the implementation of your program entitled "A Grant to Strengthen the Competence of the University of Puerto Rico in Disease Control and Related Insects and Cultural Practices of Soybeans and Other Food Legumes for Tropical and Subtropical Areas".

This Grant is made to the University of Puerto Rico on condition that your institution shall administer the funds provided under this Grant in accordance with the terms and conditions set forth in your Final Proposal (including the Budget Summary) and the Standard Provisions which have been agreed to by your institution and which are attached hereto and made a part hereof. To the extent of any inconsistency between the Proposal and the Standard Provisions, and any other provisions which are made a part of this Grant, by reference or otherwise, the Standard Provisions shall control.

The funds provided by this Grant are obligated as of the date of this letter, and shall apply to costs incurred in furtherance of the above mentioned program for a period of five years from the aforementioned date.

Please sign the Statement of Assurance of Compliance and the original and seven (7) copies of this letter to acknowledge your understanding of the conditions under which these funds have been granted. Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,

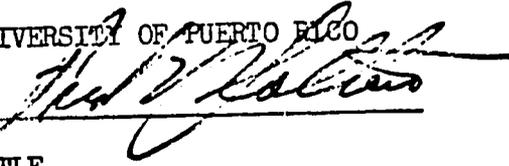

John A. Hannah

Attachments:

1. Statement of Assurance of Compliance
2. Final Proposal & Budget Summary
3. Standard Provisions
4. Appendix "A"

ACKNOWLEDGED:

UNIVERSITY OF PUERTO RICO

BY 

TITLE _____

DATE _____

**ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR
INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964**

University of Puerto Rico (hereinafter called the "Grantee")
(Name of Grantee)

UNIVERSITY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Agency for International Development (22 CFR Part 209, 30 FR 317) issued pursuant to that title, to the end that, in accordance with title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under and program or activity for which the Grantee receives Federal financial assistance from the Agency; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

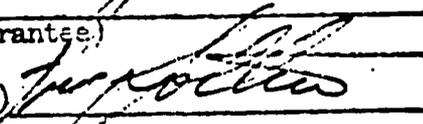
If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Agency, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

University of Puerto Rico

(Grantee)

BY (Signature)



TYPED NAME FRED V. SOLTERO

TITLE CHANCELLOR - UPR AT HAYGUE
PUERTO RICO

DATE SEPTEMBER 27, 1973