

DESAL

NOH/KEENAN

GRANT NO # AID/1a-266

CERTIFIED A TRUE COPY

BY B. C. L.  
Bertha C. Lewis  
this 19th day of  
February 1965

GRANT

BY THE

UNITED STATES OF AMERICA

TO

CENTRO PARA EL DESARROLLO ECONOMICA Y SOCIAL DE AMERICA LATINA

AMOUNT OF GRANT: \$400,000

PIO/T: 598-15-990-430-9-6525054

APPROPRIATION SYMBOL: 72-1151010

ALLOTMENT SYMBOL & CHARGE: 595-65-598-32-60-31

DURATION: 24 months

EFFECTIVE DATE: January 1, 1965

TERMINATION DATE: January 1, 1967

THIS GRANT is made by the Government of the United States of America acting through the Agency for International Development (hereinafter referred to as the "Grantor"), as represented by the Contracting Officer executing this Grant on behalf of the Grantor, to the Centro Para El Desarrollo Economica Y Social de America Latina (hereinafter referred to as the "Grantee"), a non-profit private foundation located at 136 Avenida Miguel Claro, Santiago, Chile;

WHEREAS, the Grantor desires to assist the Grantee in the establishment and development of a regional research center in Santiago, Chile, which will conduct research focusing on the factors which influence family size and population growth in Latin America; and

Best Available Document

WHEREAS, such assistance is authorized under Section 635(b), Chapter 2, of the United States Foreign Assistance Act of 1961, as amended;

NOW, THEREFORE, a Grant is hereby made subject to the following conditions:

ARTICLE I - SCOPE OF RESEARCH

1. The Center will conduct research in sociology, psychology, and anthropology, focusing on value systems which influence family size and population growth in Latin America.
2. Research activities will be followed by specific projects for evaluation and demonstration, with the ultimate objective of contributing to the Latin American acceptance of a positive program of responsible parenthood.

ARTICLE II - REPORTS

1. The Grantee shall submit the following reports:
  - (a) An initial progress report describing the Grantee's progress with respect to the purposes of this Grant during the reporting period, not later than July 31, 1965;
  - (b) A yearly progress report, not later than January 31, 1966;
  - (c) A final report covering the work performed under this Grant and recommendations for future action, not later than January 31, 1967; and
  - (d) Such other reports as may be requested by the Grantor.
2. In addition to the required reports and those which may be requested by the Grantor, in accordance with Article II-1, the Grantee agrees to furnish the Grantor with a written report containing full and complete technical information concerning any invention made in the performance of any work under this Grant promptly upon the making of such invention. The term invention includes any invention, discovering improvement, or innovation (whether or not patentable). The Grantor shall have the sole power to determine the disposition of the title to and rights under any such invention. The Grantee agrees to furnish such

additional factual information required by the Grantor concerning the circumstances under which such invention was made, and to take such further steps as are necessary to enable the Grantor to file patent applications on any such invention.

3. The Grantee grants to the Grantor, whenever it has the power to do so, the right to publish, translate, reproduce, deliver, and dispose of all data, including reports, drawings, blueprints, and technical information which are delivered to the Grantor under this Grant.

#### ARTICLE III - ASSISTANCE, DURATION AND REVOCATION

1. The maximum amount of assistance authorized under this Grant is Four Hundred Thousand United States Dollars (\$400,000) which shall be disbursed by the Grantor as provided in Article V.

2. This Grant is effective on January 1, 1965 and shall continue in effect until January 1, 1967 unless revoked in accordance with Article III-3.

3. This Grant may be revoked at any time by the Grantor upon ninety (90) days written notice to the Grantee. Upon the Grantee's receipt of notice of such revocation it shall take immediate action to minimize expenditures and obligations financed by this Grant and shall cancel such obligations wherever possible. No further reimbursement shall be made after such notice of revocation is given and the Grantee shall within thirty (30) calendar days after the effective date of such revocation 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 within the purposes of this Grant. Should the funds theretofore paid by the Grantor to the Grantee be insufficient by reason of the Grantor's revocation of this

Grant, to cover the Grantee's obligations pursuant to the afore mentioned legally binding transactions, the Grantee may submit to the Grantor within ninety (90) calendar days after the effective date of such revocation 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.

#### ARTICLE IV - ALLOWABLE AND UNALLOWABLE COSTS

1. The following costs are allowable as a direct charge under this Grant: Staff salaries and wages, including employee benefit expenses and pension plan costs paid by the Grantee to its employees in accordance with its normal policy or as required by the laws of Chile; Travel and transportation costs incurred by the Grantee for travel and transportation performed in connection with this Grant; Material costs including raw materials, purchased or supplied from stock, which are directly consumed or expended in the performance of this Grant, or are otherwise applicable directly to this Grant; and Other direct costs which are other expenses related directly to this Grant.
2. The following costs are allowable as an indirect charge under this Grant: General administration and general expenses to the extent that they do not relate solely to the performance of this Grant; and Operation and maintenance expenses for operating and maintaining the Grantee's physical plant.
3. The following costs are unallowable either as a direct or indirect charge under this Grant: Advertising costs, including the costs of advertising media

and related technical and administrative costs, except help wanted advertising; Bad Debits including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs; Capital Expenditures for buildings and repairs which materially increase the value or useful life of such buildings and, in addition, for books and equipment not related to this Grant; Contingency Provisions which provide for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening; Entertainment costs including costs of amusement, social activities, entertainment, and incidental costs relating thereto such as meals, lodging, rentals, transportation, and gratuities; Fines and Penalties resulting from violation of or failure to comply with local laws and regulations except when incurred as a result of compliance with specific provisions of this Grant or of written instructions from the Contracting Officer; Insurance on the lives of officers or directors (except where such insurance is part of an employee benefit plan which is not restricted to such officers or directors) and actual losses which could have been covered by permissible insurance except (a) costs incurred because of losses not covered under normal deductible insurance coverage provided in keeping with sound business practice, and (b) minor losses not covered by insurance, such as spoilage, breakage and disappearance of small hand tools, which occur in the ordinary course of doing business; Interest Costs for interest or borrowed capital or temporary use of endowment or other funds, however represented; Investment Counsel and staff costs; losses on other research agreements or contracts; Legal, accounting, and consulting services, and

related costs, incurred in connection with organization and reorganization, the prosecution of claims against the Grantor or the Government of Chile, or in connection with patent infringement litigation; Profits and losses on disposition of plant, equipment, or other capital assets; Public information services costs unless specifically related to the performance of the Grant; Severance pay paid to employees in excess of that required by the law of Chile or employer-employee agreements; Special service costs such as general public relations activities and catalogs; and Taxes from which exemptions are available to the Grantee.

#### ARTICLE V - METHOD OF DISBURSEMENT

1. The Grantor, acting through its representative in Chile (hereinafter referred to as "US AID"), will, upon the request of the Grantee, make an initial advance of funds in the amount of Fifty Thousand U.S. dollars (\$50,000) to establish a work fund subject to the furnishing by the Grantee of a fidelity bond or other security acceptable to and approved in writing by the US AID Director. The Grantee will submit to the US AID Controller Voucher Form SF-1034 (original) and SF-1034(a), in three properly executed copies, requesting the advance of funds stated in this Article V-1. Thereafter US AID will reimburse the Grantee in an amount equal to reported expenditures in order to replenish the advance of funds on an imprest basis. The US AID Controller will replenish the fund on a quarterly basis, or other interval agreed upon by said Controller and the Grantee; upon submission of the documents prescribed in Article V-2 until such time as the total of reimbursements effected added to the initial advance equals the maximum amount of assistance provided under this Grant as set forth in Article III-1. Thereafter, vouchers for

expenditures submitted by the Grantee will not be reimbursed but will be applied to liquidate the remaining outstanding advance. In the event the total amount of subsequent vouchers is insufficient to liquidate the amount of the outstanding advance, the Grantee will refund the difference to the US AID Controller in accordance with Article V-4.

2. The Grantee will submit to the US AID Controller Voucher Form SF-1034 (original) and SF-1034(a), in three photostatic copies, in the amount of expenditures made during the period covered by the voucher. The voucher form shall be supported by an original and two copies of a certified fiscal report rendered by an authorized representative of the Grantee in the following form and manner:

<u>Line Item</u>	<u>Estimated Amount</u>	<u>Reported Expenditures</u>	
	Fr: 1/1/65 To: 1/1/67	<u>To Date</u>	<u>This Period</u>
1. Salaries and Wages	\$290,000	\$ xxx	\$ xxx
2. Travel and Transportation	13,800	xxx	xxx
3. Equipment	13,916	xxx	xxx
4. Other Direct Costs	27,204	xxx	xxx
5. Indirect Costs	<u>60,000</u>	<u>xxx</u>	<u>xxx</u>
Grand Total	<u>\$400,000</u>	<u>\$ xxx</u>	<u>\$ xxx</u>

The undersigned hereby certifies: (1) that payment of the sum claimed under this voucher is proper and due under the terms of the Grant and (2) that the information on the fiscal report is correct and that such detailed supporting

information as the Grantor may require will be furnished by the Grantee promptly to the Grantor upon request.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ "

3. The fiscal report required in Article V-2 shall also include a certification by an independent public accountant, employed by the Grantee or other competent accountant approved in advance by the US AID Director, that he has examined the books and accounts of the Grantee and all relevant documents and that such report is an accurate and timely statement of expenditures incurred as indicated therein.

4. The Grantee shall submit Voucher Form SF-1034 and SF-1034(a), in three properly executed copies, marked "NO PAY" and "FINAL VOUCHER" to the US AID Controller within sixty (60) days following the end of the quarter in which this grant is completed or revoked and supported by the documents specified in Article V-2 and 3, and accompanied when appropriate by a refund check for the balance of the funds remaining on hand in accordance with Article V-1.

5. The Grantee shall keep full and complete records and books of account in accordance with generally accepted accounting principles covering the financial details applicable to this Grant and shall require all Contractors, except those providing standard commercial services and supplies, and raw materials to maintain similar books and records. The

Grantee agrees that the Grantor and the Controller General of the United States of America or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Grant, have access to and the right at all times to examine such records and books of account (and in addition any or all other attachments, correspondence, memoranda and other reports pertaining to this Grant) of the Grantee involving transactions relating to this Grant.

#### ARTICLE VI - GENERAL PROVISIONS

##### 1. Definitions

As used throughout this Grant the following terms shall have the meaning as set forth below.

A. The term "Grantor" means the Agency for International Development, an agency of the Government of the United States of America.

B. The term "Grantee " means the Centro Para El Desarrollo Economica Y Social De America Latina, a private non-profit foundation located in Santiago, Chile.

C. The term "US AID" means the Grantor's Mission to Chile located in Santiago, Chile.

D. The term "US AID Controller" or "US AID Director" means the Controller or Director of US AID.

E. The term "Contracting Officer" means an Officer of the Grantor authorized to execute this Grant and any amendments thereto.

2. Inspection

In order to assure continuous and cooperative planning and operations hereunder, the Grantee shall encourage and permit the Grantor or its authorized representative at all reasonable times, upon advance notice to visit the Grantee's facilities and to inspect the facilities, activities and work pertinent to this Grant, and to interview personnel engaged in the performance of this Grant to the extent deemed necessary by the Grantor.

3. Assignment

The Grantee shall not assign, transfer, pledge, or make other disposition of this Grant.

4. Contracts

The Grantee is authorized to enter into such contracts, in accordance with its normal procurement practices, as are necessary to perform the work under this Grant; provided however, that such contracts shall be limited to those providing for standard commercial services and supplies, and raw materials.

5. 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. For breach or violation of this warranty the Grantor may revoke this Grant and deduct from the assistance amount the full amount of such commission, percentage, brokerage, or contingent fee.

6. Convict Labor

In connection with the performance of work under this Grant, the Grantee agrees not to employ any person undergoing sentence of imprisonment at hard labor.

7. Non-Discrimination

During the performance of this Grant, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but is not limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8. Notices

Any notice given by the Grantor or the Grantee under this Grant shall be sufficient only if in writing and delivered in person or sent by telegraph, or cable, or registered mail as follows:

To Grantor:

Contracting Officer  
Bureau for Latin America  
Agency for International Development  
Washington, D. C. 20523  
United States of America

To Grantees:

Director  
Centro Para El Desarrollo Economico Y  
Social De America Latina  
Avenida Miguel Claro 136  
Santiago, Chile

9. Officials Not to Benefit

No member of the United States Congress shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom.

10. Cost Information

The Grantee shall maintain current cost information adequate to reflect the cost of performing the work under this Grant at all times and shall prepare and furnish to the Grantor such written estimates of cost and information in support thereof as the Grantee may request.

11. Personnel Approval

No funds made available under this Grant may be used to make payments for services performed by:

- (a) Any citizen of the United States of America outside of the United States of America;
- (b) Any non-citizen of the United States of America not resident in Chile;
- (c) Any non-citizen of the United States of America who resides or who has resided in the United States of America for a substantial period of time;

unless such citizen or non-citizen has been approved in advance and in writing by the Grantor. In addition and except as provided in (c) above, any non-citizen of the United States of America resident in Chile shall not be employed under this Grant without the prior approval of the US AID Director.

ARTICLE VII - SPECIAL PROVISIONS

Within (a) the maximum amount of assistance set forth in Article III-1, and (b) the allowable cost provisions set forth in Articles IV-1 and 2, the Grantee may

adjust any line item estimated amount set forth in Article V-2 as required in the performance of this Grant.

UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT

BY William D. Rogers  
William D. Rogers  
Deputy United States Coordinator  
Alliance for Progress

DATE January 29, 1965

ACCEPTED:

CENTRO PARA EL DESARROLLO ECONOMICA Y SOCIAL  
DE AMERICA LATINA

BY Rafael Venegas Carrasco  
Rafael Venegas Carrasco  
Chairman, Executive Board

DATE: January 29, 1965