PD-AAU-338
47271

LIMITED SCOPE GRANT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA,
ACTING THROUGH THE REGIONAL OFFICE FOR CENTRAL AMERICAN PROGRAMS (ROCAP)
ON BEHALF OF THE
AGENCY FOR INTERNATIONAL DEVELOPMENT (AID)
AND
THE TROPICAL AGRICULTURE CENTER FOR TRAINING AND RESEARCH (CATIE)

596-0000-G-00-6299-00

1. PROJECT TITLE	2. AID PROJECT NUMBER
Seminar and Training Course on Cocoa Moniliasis	PROJECT DEVELOPMENT AND SUPPORT (ARDN) 596-0000.3

The above named parties hereby mutually agree to carry out the project described in this Agreement in accordance with (1) the terms of this Agreement, including any annexes hereto, and (2) any general agreement regarding economic or technical cooperation.

3. AMOUNT OF AID GRANT	4 PROJECT ASSISTANCE COMPLETION DATE
$20,000.00	November 30, 1986

5. The purpose of this project is to support a seminar and training course on cocoa moniliasis, a major disease of cocoa, for public and private sector participants of Western Hemisphere countries. These activities will be coordinated and carried out by CATIE (Tropical Agricultural Research and Training Center).

This Agreement consists of this title page; Annex A, Project Description; and Annex B, Standard Provisions.

6. FOR THE GRANTEE	7. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT
Rodrigo Tarté	Nadine Plaster
FIRMA - SIGNATURE Director General	SIGNATURE Director
DATE July 14, 1986	DATE July 8, 1986

TITLE: SEMINAR AND TRAINING COURSE ON COCOA MONILIASIS

PROJECT DESCRIPTION:

A. Project:

This project will contribute to covering the cost of organizing and carrying out a scientific state-of-the-art seminar and training course on cocoa moniliasis.

B. Objectives:

1. To support a seminar for officials in research and development to become familiar with advances in the control of cocoa moniliasis, to discuss and program future research, and to determine the potential for creating a network of research institutes which have programs in cocoa production.

2. To support a training course for extension, crop protection and other Ministry of Agriculture personnel to become more familiar with the cocoa moniliasis disease pathogen, with recent advances in disease resistance, and with methods of moniliasis control and management.

C. Background:

U.S. food industries, agricultural scientists, Latin American and Caribbean government officials, donor agencies, agricultural producers and exporters have demonstrated increased interest in exploring the potential for the expansion of cocoa production, processing and marketing in the region. ROCAP and ACRI (American Cocoa Research Institute) are financing studies to update cocoa production/market situations on a country-by-country basis in the Americas, as well as organizational activities for the preparation of a regional symposium on cocoa prospects, constraints and marketing in the Americas.

Moniliasis is a serious disease of cocoa and has caused a severe drop in the production of cocoa in many countries in the Americas. In August 1980, CATIE held a seminar on cocoa moniliasis at which the state-of-the-art of the disease control/management were reviewed. International scientists involved in moniliasis research attended, and proceedings of

the seminar were published. Since that time, significant advances have been made in the control and management of cocoa moniliasis. However, there exists neither a means of formal coordination of research, nor a forum in which scientists can meet to discuss their programs in moniliasis. In addition, there have not been specialized training courses given in the control and management of cocoa moniliasis. CATIE has an active program in cocoa production research funded in part by ACRI and holds training courses of a general nature each year on cocoa production. Given the level of interest by governments, producers, processors, and donors in identifying ways of improving cocoa production in the Americas, CATIE has requested funding to hold a follow-up seminar on cocoa moniliasis research/development programs, as well as to carry out a specialized training course. These activities are directly complementary to the work being done by ACRI and Hershey Company officials in the assessment of cocoa production/market prospects.

D. Project Activities:

1. Organize and carry out a seminar on cocoa moniliasis research and development for researchers and policy level officials of countries in the Americas where cocoa is an important crop.

2. Organize, prepare training materials, and carry out a training course on cocoa moniliasis control and management for extensionists, crop protection and other Ministry of Agriculture officials of countries in the Americas having programs in cocoa production.

CONTRACTING PROCEDURE:

Funds will be provided to CATIE to coordinate and carry out both project activities. ROCAP funding will cover travel of participants from Europe, Canada and some developing countries, CATIE fixed costs (overhead) and administrative costs, materials, publication of proceedings of the seminar, and contingencies. The attached Illustrative Budget provides figures for both project activities. All expenditures of AID funds will be in accordance with AID regulations.

REPORTS:

CATIE will provide 5 copies to ROCAP of the proceedings of the seminar within 30 days of the Project Assistance Completion

Date. In addition, CATIE will provide a certified listing of AID funds expended under this Agreement.

BUDGET AND METHOD OF DISBURSEMENT:

Under the terms of this Agreement, ROCAP will provide $20,000 toward the estimated requirement of $31,000 as shown in the attached Illustrative Budget. Advance of funds may be made according to normal AID proceedures.

DOCUMENTATION FOR PAYMENT:

Claims for payment due under the Grant shall be submitted to the ROCAP/Controller. These claims shall be submitted on Voucher Form SF-1034 (original) and SF-1034-A (copies). Each claim shall be accompanied by an invoice (original and two copies) indicating the period for which compensation is claimed, the paragraph of the Grant under which payment is requested and, when appropriate, a fully itemized statement of costs, and such other supporting documentation and justification as the ROCAP Controller may prescribe.

The invoice shall include a certification signed by an authorized representative of CATIE as follows:

"The undersigned hereby certifies: (1) that payment of the sum claimed is proper and due and that appropriate refund to AID will be made promptly upon request of AID in the event of non-performance, in whole or in part, under the agreement or of any breach of the terms of the Grant; (2) that information on the invoice is correct and such detailed supporting information as AID may require will be furnished as appropriate and promptly by CATIE to AID on request; and (3) that all requirements called for by the Agreement to the date of this certification have been met".

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ILLUSTRATIVE BUDGET ($)

Item	ROCAP	Other Probable Sources*	Total
Travel	6,000	8,670	14,670
Per Diem & Honorarium	2,610	2,330	4,940
Materials	375	0	375
Communications	160	0	160
Administrative Costs	1,310	0	1,310
Publications	5,000	0	5,000
Overhead	3,045	0	3,045
Contingency	1,500	0	1,500
TOTAL	20,000**	11,000	31,000

*AID/W, bilateral USAID missions and American Cocoa Research Institute

**Depending on the extent to which USAID Missions are able to fund travel and per diem of participants from their countries, the total funds required from ROCAP may be reduced.

Fiscal Data

Appropriation	72-1161021
Allotment	LDAA-86-25596-AG13
PD&S	596-0000.3
Reservation Doc. Number	P601003
Obligation Control Num.	LSG-596-0000.3-6299

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ANEXO "B"

DISPOSICIONES GENERALES

A. Al hacer referencia al término 'este Convenio' se hace referencia al Convenio de Proyecto original y sus modificaciones hechas a través de revisiones que hayan entrado en vigor. Al hacer referencia al término 'país cooperante' se hace referencia al país o territorio del Donatario.

B. (1) AID hará disponible la suma especificada en la Casilla 3 de este Convenio, según sea necesario para el Proyecto, tal y como se describe más ampliamente en el Anexo A.

(2) El Donatario hará disponible la suma especificada en la Casilla 4 de este Convenio, según sea necesario para el Proyecto, tal y como se describe más ampliamente el en Anexo A. El Donatario también hará, o hará arreglos para que se hagan, contribuciones adicionales como propiedades, servicios, instalaciones y fondos necesarios para llevar a cabo el Proyecto según se especifica en el Anexo A.

C. AID y el Donatario podrán obtener asistencia de otras agencias públicas o privadas para llevar a cabo sus obligaciones respectivas dentro de este Convenio. Las dos partes podrán llegar a un acuerdo respecto a la aceptación de contribuciones en calidad de propiedades, servicios, instalaciones y fondos de otras agencias públicas o privadas para cubrir los propósitos de este Convenio, y podrán llegar a un acuerdo respecto a la participación de cualquier parte tercera para llevar a cabo actividades dentro de este Convenio.

ANNEX "B"

STANDARD PROVISIONS

A. Reference to 'this Agreement' means the original Project Agreement as modified by any revisions which have entered into effect. Reference to 'cooperating country' means the country or territory of the Grantee.

B. (1) AID will make available the amount specified in Block 3 of this Agreement, as necessary for the Project, as may be further described in Annex A.

(2) The Grantee will make available the amount specified in Block 4 of this Agreement, as necessary for the Project, as may further be described in Annex A. The Grantee will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the Project as specified in Annex A.

C. AID and the Grantee may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Agreement.

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D. Excepto si aquí se especificare de otra manera o se llegare a un acuerdo posterior entre las partes, todas las contribuciones de las partes conforme a este Convenio deberán hacerse en o antes de la Fecha de Terminación de Asistencia al Proyecto, o en una fecha posterior especificada a través de enmiendas. Se considerará como hecha una contribución de bienes o servicios cuando los servicios se hayan llevado a cabo y se hayan entregado los bienes tal y como se contempla en este Convenio. El desembolso de fondos podrá llevarse a cabo después de que se hayan hecho las contribuciones finales, pero no podrá solicitarse a AID que desembolse fondos para este Proyecto después de la expiración de los nueve meses posteriores a la Fecha de Terminación de Asistencia al Proyecto estimada (Casilla 5 de este Convenio) o cualquier enmienda hecha a la Fecha de Terminación de Asistencia al Proyecto que se haya especificado.

E. La compra de suministros y servicios financiados en su totalidad o parcialmente por AID podrá (en donde así sea requerido por los procedimientos de AID) llevarse a cabo solamente conforme a Ordenes de Ejecución de Proyecto (PIO) emitidas por AID.

F. Excepto que se especifique de otra manera en la PIO o en la Carta de Ejecución de Proyecto (CEP) que se aplique, la adquisición de suministros importados específicamente para el Proyecto y financiados con la contribución de AID a que se hace referencia en la Casilla 3 de este Convenio deberán estar sujetos a las disposiciones del Reglamento No. 1 de AID.

D. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the parties pursuant to this Agreement shall be made on or before the Project Assistance Completion Date, or amended date. A contribution of goods or services shall be considered to have been made when the services have been performed and the goods furnished as contemplated in this Agreement. Disbursement of funds may take place after final contributions have been made, but AID shall not be required to disburse funds hereunder after the expiration of nine months following the estimated Project Assistance Completion Date (Block 5 of this Agreement) or any amended Project Assistance Completion Date specified.

E. The procurement of commodities and services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to Project Implementation Orders (PIOs) issued by AID.

F. Unless otherwise specified in the applicable PIO or Project Implementation Letter (PIL), the procurement of commodities imported specifically for the Project and financed with the AID contribution referred to in Block 3 of this Agreement shall be subject to the provisions of AID Regulation 1

G. Excepto que sea convenido de otra manera por las Partes o se especifique de otra manera en la PIO que se aplique, el título de propiedad de todas las propiedades que se adquieran a través de financiamiento proporcionado por AID de conformidad con la Casilla 3 de este Convenio deberá estar a nombre del Donatario, o al de la agencia pública o privada que éste haya autorizado.

H. (1) Cualquier propiedad proporcionada a cualquiera de las partes a través de financiamiento proporcionado por la otra parte de conformidad con este Convenio deberá, excepto si la parte que ha financiado la adquisición ha convenido de otra manera, ser utilizada eficazmente para los propósitos del Proyecto de acuerdo con este Convenio, y al terminar el Proyecto, será utilizada para promover los objetivos buscados al llevar a cabo el Proyecto. Cualquiera de las partes deberá ofrecer la devolución a la otra, o reembolsar a la otra, por cualquier propiedad que ésta obtenga a través de financiamiento cubierto por la otra parte de conformidad con este Convenio y que no esté siendo utilizada de acuerdo con la oración que precede.

(2) Cualquier suma de fondos proporcionada por cualquiera de las partes de conformidad con este Convenio que no sea utilizada de acuerdo con este Convenio, deberá ser reembolsada a la parte que haya proporcionado los fondos.

(3) Cualquier suma devengada por intereses u otras ganancias sobre los fondos proporcionados por AID al Donatario dentro de este Convenio deberá ser devuelta a AID por el Donatario.

G. Unless otherwise agreed by the parti or otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 3 of this Agreement shall be in the Grantee, or such public or private agency as it may authorize.

H. (1) Any property furnished to either party through financing by the other party pursuant to this Agreement shall, unless otherwise agreed by the party which financed the procurement, be used effectively for the purposes of the Project in accordance with this Agreement, and upon completion of the Project, will be used so as to further the objectives sought in carrying out the Project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other party pursuant to this Agreement which is not used in accordance with the preceding sentence.

(2) Any funds provided to either party pursuant to this Agreement which are not used in accordance with this Agreement, shall be refunded to the party providing the funds..

(3) Any interest or other earnings on funds provided by AID to the Grantee under this Agreement will be returned to AID by the Grantee.

I. (1) Si AID o cualquier organización pública o privada que esté proporcionando suministros a través de financiamiento proporcionado por AID para las operaciones de este Proyecto, está, dentro de las leyes, los reglamentos o los procedimientos administrativos del país cooperante, sujeto a pagar derechos aduanales o impuestos de importación sobre los artículos importados al país cooperante con el propósito de llevar a cabo este Convenio, el Donatario cancelará tales derechos e impuestos a menos que se obtenga exención a ser proporcionada por cualquier convenio internacional que se aplique.

(2) Si cualquier miembro del personal (que no sea ciudadano o residente del país cooperante), ya sean empleados del Gobierno de los Estados Unidos, o empleados de organizaciones públicas o privadas que se encuentren bajo contrato con, o individuos que estén contratados por AID, por el Donatario o por cualquier agencia autorizada por el Donatario, las cuales estén presentes en el país cooperante para proporcionar los servicios que AID ha acordado brindar o financiar dentro de este Convenio, se encuentren dentro de las leyes, los reglamentos o los procedimientos administrativos del país cooperante sujetos a pagar impuesto sobre la renta o seguro social con respecto a los ingresos por los cuales estén obligados a pagar impuesto sobre la renta o seguro social al Gobierno de los Estados Unidos de América, para impuestos de propiedades o propiedades personales destinadas para su uso personal o para la cancelación de cualquier tarifa o impuesto sobre bienes personales o de menaje de casa traídos al país cooperante para uso propio o de miembros de sus familias (no incluyendo tales bie-

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the cooperating country, is, under the laws, regulations or administrative procedures of the cooperating country, liable for customs, duties and import taxes on commodities imported into the cooperating country for purposes of carrying out this Agreement, the Grantee will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

(2) If any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with AID, the Grantee or any agency authorized by the Grantee, who are present in the cooperating country to provide services which AID has agreed to furnish or financed under this Agreement, are under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by any such personnel in the cooperating country) or if any firm, not

nes personales o de menaje de casa que pudieran ser vendidos por cualquiera de estas personas en el país cooperante) o si cualquier empresa, que normalmente no es residente del país cooperante, esté sujeta a impuestos sobre ingresos, recibos u otros sobre trabajos financiados por AID dentro de este Proyecto, el Donatario cancelará tales impuestos, tarifas o derechos a menos que se obtenga exención a ser proporcionada por cualquier convenio internacional que se aplique.

normally resident in the cooperating country, is liable for income, receipts or other taxes on work financed by AID hereunder, the grantee will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. Si los fondos proporcionados por AID son introducidos al país cooperante por AID o por cualquier agencia pública o privada con el propósito de llevar a cabo las obligaciones de AID con respecto a este Proyecto, el Donatario hará los arreglos necesarios de manera que tales fondos puedan ser convertidos a la moneda del país cooperante a la más alta tasa de cambio que, al momento de la conversión, no contravenga las leyes del país cooperante.

J. If funds provided by AID are introduced into the cooperating country by AID or any public or private agency fo purposes of carrying out obligations of AID hereunder, the Grantee will make such arrangements as may be necessary so that such funds shall be convertible into currency of the cooperating country at the highest rate whi h, at the time the conversion is made, is not unlawful in the cooperating country.

K. AID deberá desembolsar fondos y llevar a cabo las operaciones de conformidad con este Convenio solamente si están de acuerdo con las leyes y reglamentos del Gobierno de los Estados Unidos que se apliquen.

K. AID shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.

L. Las dos partes tendrán el derecho en cualquier momento de observar las operaciones que se llevan a cabo dentro de este Convenio. Cualquiera de las partes durante el término del proyecto y durante los tres años posteriores a la terminación del proyecto tendrán además el derecho de (1) examinar cualquier propiedad que haya sido comprada con financiamiento proporcionado por tal parte dentro de este Convenio, en donde esta propiedad esté localizada, y (2) inspeccionar y auditar cual-

L. The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of the Project and for three years after the completion of the Project shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties

quiera de los registros y cuentas con respecto a los fondos proporcionados por, o cualquiera de las propiedades y servicios por contrato adquiridos a través de financiamiento proporcionado por, tal parte dentro de este Convenio, en donde tales registros puedan estar localizados y mantenidos. Cada una de las partes, al hacer arreglos para la disposición de cualquiera de las propiedades adquiridas a través de financiamiento proporcionado por la otra parte dentro de este Convenio, se asegurará que los derechos de examen, inspección y auditoría descritos en la oración que antecede sean reservados a la parte que proporcionó el financiamiento.

and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

M. AID y el Donatario proporcionarán cada uno al otro tal información que sea necesaria para determinar la naturaleza y alcance de las operaciones llevadas a cabo dentro de este Convenio y para evaluar la efectividad de tales operaciones.

M. AID and the Grantee shall each furnis the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

N. El presente Convenio entrará en vigor al ser suscrito. Cualquiera de las partes podrá dar por terminado este Convenio al proporcionar a la otra parte con treinta (30) días de anticipación una notificación por escrito sobre su intención de terminarlo. La terminación de este Convenio finalizará con cualquier obligación de ambas partes para hacer contribuciones conforme a las Casillas 3 y 4 de este Convenio, excepto los pagos a que estén comprometidas a hacer conforme a compromisos que no puedan ser cancelados incurridos con terceras partes antes de la terminación del Convenio. Queda expresamente entendido que las obligaciones contraidas dentro del párrafo H. relacionadas con la utilización de propiedades o fondos deberán mantenerse vigen-

N. The present Agreement shall enter into force when signed. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 3 and 4 of this Agreement, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property or funds shall remain in force after such termination. In addition upon such termination AID may, at AID's expense, direct that title to goods

tes después de tal terminación. Asimismo, después de tal terminación AID podrá cubriendo AID los costos, girar sus instrucciones a fin de que el título de los bienes financiados dentro del Convenio financiado con fondos no reembolsables sea transferido a AID si los bienes provienen de una fuente fuera del país del Donatario, si están en condiciones de ser entregados y si no han sido desembarcados en los puertos de entrada del país del Donatario.

O. Para ayudar en el ejecución del Proyecto, AID, periódicamente, emitirá CEPs que proporcionarán información adicional sobre los asuntos estipulados en este Convenio. Las partes también podrán utilizar CEPs que hayan sido acordadas conjuntamente para confirmar y registrar su mutuo entendimiento sobre aspectos de la ejecución de este Convenio.

P. El Donatario conviene que, a solicitud de AID, cederá a AID los derechos sobre cualquier causa o acción que pueda corresponder al Donatario en relación con, o como resultado del cumplimiento o incumplimiento de contrato por una de las partes a un contrato directo en Dólares estadounidenses financiado por AID, en su totalidad o en parte, con fondos donados por AID bajo este Convenio.

financed under the Grant be transferred to AID if the goods are from a source outside the Grantee's country, are in a deliverable state and have not been offloaded in ports of entry of the Grantee's country.

O. To assist in the implementation of the Project, AID, from time to time, may issue PILs that will furnish additional information about matters stated in this Agreement. The parties may also use jointly agreed-upon PILs to confirm and record their mutual understanding on aspects of the implementation of this Agreement.

P. The Grantee agrees, upon request, to execute an assignment to AID of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a party to a direct U.S. Dollar contract with AID financed in whole or in part out of funds granted by AID under this Agreement.

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