PD-AAX-328
54756

CONVENIO DE DONACION PARA PROYECTO DE EVALUACION
AMBIENTAL DEL PROGRAMA DE MOSCAMED
ENTRE
LOS ESTADOS UNIDOS DE AMERICA A TRAVES DE LA AGENCIA INTERNACIONAL PARA EL DESARROLLO (AID)
Y EL
INSTITUTO INTERAMERICANO DE COOPERACION PARA LA AGRICULTURA (IICA)

LIMITED SCOPE GRANT AGREEMENT FOR THE ENVIRONMENTAL IMPACT
ASSESSMENT OF THE MOSCAMED PROGRAM
BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT (AID)
AND THE INTERAMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE (IICA)

520-0000-G-00-8135-00

TITULO DEL PROYECTO / PROJECT TITLE

Evaluación Ambiental de MOSCAMED

Environmental Impact Assessment
of MOSCAMED Program

2. NUMERO / PROJECT NUMBER

Operating Expenses
Local Currency Trust Fund

FISCAL DATA
72FT800
DLAX-83-25520-U000
PROAG-IICA-MOSCAMED
F800401 PRM Code FN003

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3. Por este medio las partes arriba mencionadas, de común acuerdo, convienen en llevar a cabo el proyecto descrito en este Convenio de acuerdo con (1) los términos de este contrato incluyendo el ANEXO "A" Descripción del Proyecto, el ANEXO "B" Presupuesto Ilustrativo, ANEXO "C" Disposiciones Generales, y ANEXO "D" Disposiciones Administrativas y Fiscales y (2) cualquier acuerdo general en relación a cooperación técnica o económica.

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 ANNEX "A" Project Description, ANNEX "B" Illustative Budget, ANNEX "C" Standard Provisions and ANNEX "D" Administrative and Fiscal Provisions hereto, and (2) any general agreement regarding economic or technical cooperation.

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4. MONTO DE LA CONTRIBUCION DE AID/
AMOUNT OF AID CONTRIBUTION

Q290,299

5. FECHA DE FINALIZACION DE LA ASISTENCIA DEL PROYECTO (FFAP)/

PROJECT COMPLETION DATE

July 15, 1988

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6. El propósito de este proyecto es proporcionar ayuda en completar una evaluación ambiental del programa de MOSCAMED. Este proyecto será un componente contribuyente al la evaluación ambiental siendo ejecutado por el Consorcio Internacional para Proteccion de Cultivos (CICP). Estas actividades descritos dentro de este convenio de donación serán coordinadas y ejecutadas por el Instituto Interamericano de Cooperación para la Agricultura, (IICA).

The purpose of this project is to provide assistance in completing an Environmental Impact Assessment (EIA) of the MOSCAMED program. The Project will be a contributing component to the overall Environmental Impact Assessment EIA being developed by the Consortium for International Crop Protection. The activities described within this Limited Scope Grant will be coordinated and carried out by the Interamerican Institute for Cooperation on Agriculture (IICA).

7.

POR EL DONATARIO FOR THE GRANTEE	POR LA AGENCIA PARA EL DESARROLLO INTERNACIONAL (AID) FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT
Armando Reyes Pacheco	Paul White
FIRMA - SIGNATURE	FIRMA - SIGNATURE
TITULO - TITLE	TITULO - TITLE
IICA Guatemala Representative	USAID/Guatemala Director
FECHA - DATE 2/11/88	FECHA - DATE 12/29/87

4019R

PROJECT DESCRIPTION

A. PROJECT PURPOSE:

This project will fund personnel, facilities and services in order to conduct an Environmental Impact Assessment (EIA) of the Guatemala MOSCAMED Eradication program. The Project will be a contributing component to the overall EIA being developed by the Consortium for International Crop Protection (CICP).

B. BACKGROUND:

In 1977, the Governments of the United States, Mexico, and Guatemala started a cooperative program known as MOSCAMED to eradicate the Mediterranean Fruit Fly (Ceratitus Capitata) -- commonly known as the Medfly -- from Southern Mexico and Guatemala. The MOSCAMED Program has been supported by the above Governments, the United States Department of Agriculture and the United States Agency for International Development. Using insecticides, the sterile male technique, and regulatory procedures, the MOSCAMED effort has eliminated the Medfly from Mexico and reduced populations in Northern Guatemala.

Because of the wide use of insecticides in the MOSCAMED program, AID has requested an in-depth environmental impact analysis in compliance with Title 22, Part 216 of the code of Federal Regulations. The EIA is required before AID releases any FY 1988 Title I funds in support of the MOSCAMED program. AID has contracted with the Consortium for International Crop Protection (CICP) to develop the EIA. This project will facilitate IICA's participation in the EIA effort.

The personnel, services and facilities listed below will be provided to collaborate with the Guatemalan MOSCAMED evaluation team contracted under DAN-4142-C-00-5122-00. The scope of work under the cited Contract was developed under PIO/T 597-0000-3-7651504 and PIO/T 598-0000-3-7651016. The CICP evaluation team has been subcontracted by the CICP. IICA will be collaborating with CICP to undertake the EIA with Guatemalan personnel, office facilities, supplies, services and maintenance as listed below under Project Activities.

C. PROJECT ACTIVITIES:

The project activities will involve collecting samples from the field, analyzing samples, researching existing subject matter material, and writing periodic reports and developing an Environmental Impact Assesment. The activities will also involve holding three meetings; the first being a start-up workshop held for primary institutions actually involved in the EIA, the second a briefing to obtain input for the assessment activites from commodity and environmental organizations, and the third will be a presentation of the draft EIA. In order to undertake project activities the following personnel, facilities and services will be required:

1. Guatemalan Personnel to Collaborate in providing information and services needed for the EIA:

a. Guatemalan Counterpart to CICP's Team Leader:
The counterpart will be CICP'S principal contact with the Guatemalan Government and other institutions. He/She will work closely with CICP's U.S. Team Leader in planning and implementing the Project. The Team Leader in consultation with IICA's Project Manager will select the Guatemalan counterpart (132 total person work days during the period January 6 - July 5, 1988).

b. Short-term Guatemalan consultants in environmental sciences, ecology, entomology, and public health:
Specific need for these consultants (M.S. and P.H.D. level) will be determined during the first 30 days of the grant. They will perform specific tasks in collecting and analyzing data needed for the EIA. CICP's team leader will select the consultants in consultation with the Guatemalan counterpart and IICA's project manager (Total person work days: 132).

c. Guatemalan Research Assistant:
The Research Assistant (M.S. level) will assist the CICP Team to conduct research in specific areas identified during the first 30 days of the project. CICP's Team Leader will select this individual in consultation with the Guatemalan counterpart and IICA's project manager. (Total person work days: 66)

d. Word Processor/Typist/Secretary (2). These persons will be selected by IICA to perform word processing, typing and routine secretarial services, including photocopying. The individuals must be able to use Word Perfect word processing on the IBM Microcomputer in both Spanish and English (Total person work days: 132)

2. Office facilities, Supplies, Services and Maintenance:

a. Two offices, one for the CICP Team Leader, the other for a Guatemalan counterpart. Each office should have a minimum of 9 square meters and be equipped with a desk, desk chair, three additional chairs, 3-drawer file cabinet and telephone.

b. Office space and furniture (desks or work tables, chairs, file cabinets, and chalk board) for 5 other CICP Team members and 8 short term consultants, US and Guatemalans. The office area should be a minimum of 30 square meters in the same building or near offices for CICP Team Leader and Guatemalan counterpart.

c. Office machines (typewriter, copying machine)

d. IBM or IBM compatible Microcomputer with Word Perfect Program.

e. Telecommunications Service (TELNET)

f. Office supplies and postage

g. Office maintenance and servicing.

h. Pesticide residue analysis

i. Pesticide Monitoring

j. Beneficial Organism Analysis

3. Per Diem and Airline Tickets for the Following:

a. Airline tickets will be purchased for the Guatemalan Counterpart, the short-term consultants and/or the Research Assistant to make a total of five trips to C.A. and/or Mexico)

b. Per diem will be paid only for project travel requiring regional (not U.S.) and in-country overnight trips which are outside Guatemala City.

4. Use and Repair of the following Vehicles:

a. one two-wheel drive automobile (4 doors).

b. one four-wheel drive pick-up truck or jeep.

5. Reports, and Arrange Evaluations and Meetings as Described below:

a. Reports

1. Bi-Monthly Reports

Every other month IICA will provide a progress report on Project progress. The bi-monthly reports will contain sections on Project expenditures by line items, and major administrative and field activities conducted during the period. IICA also will submit a voucher covering expenditures during the period. The reports will alert the USAID/Guatemala Mission regarding any problems which are encountered or anticipated.

b. Major Meetings and Reports

IICA will send out letters to invited participants and will also arrange and provide facilities for the following three (3) meetings scheduled by in conjunction with the CICP Team Leader:

1. Start-up Workshop

For this workshop IICA will provide transportation as needed for 30 persons during the second and third day field trip scheduled during the workshop. All of the CICP core team, Guatemalan counterpart, IICA and USAID Representatives and CICP contract manager will participate in a start-up workshop in Guatemala in January 1988. The workshop, scheduled for the week of January 11, will last for five days, as follows:

* One day - meet USAID personnel and others they suggest. Visit MOSCAMED and APHIS personnel and tour the Medfly facility in Guatemala City.

* Two days - visit selected field sites (as suggested by MOSCAMED personnel) to observe Medfly eradication operations and visit different ecological areas of the program.

* Two days - CICP will develop a detailed workplan for all aspects of the EIA - information needs, research, monitoring, transportation, logistics requirements, protocol in Guatemala, schedules, administrative procedures, etc. IICA will make all arrangements including transportation to visit sites within Guatemala City and to field sites.

2. Briefing/Meeting:

A two to three hour briefing/meeting by CICP team members will be held for USAID and Guatemalan counterparts, representatives of the Guatemalan Government, MOSCAMED, APHIS, commodity and environmental organizations, and others. The briefing will be held in Guatemala City in late January or early February to review strategies, procedures and objectives of the EIA and to obtain input from the various representatives. IICA, in consultation with CICP, USAID, and the Guatemalan Government, will send out invitations to approximately 100 representatives. IICA will host the meeting and transcribe the proceedings in both Spanish and English. The transcripts of the meeting will be made available to the CICP team and Guatemalan counterpart and will be used in developing the EIA drafts and preparing the final EIA report document.

3. Debriefing Conference (Draft EIA)

a. Draft Report to USAID

IICA will make all arrangements and provide facilities for this Briefing/Meeting. IICA will type, translate and print 5 copies of a draft report and provide it to USAID/Guatemala at least 5 days prior to the Debriefing Conference that will be held as described below. A transcript for the draft report will be provided to IICA by the CICP Team Leader two weeks prior to the Debriefing Conference.

b. Debriefing Conference

A one day debriefing conference attended by CICP team members, USAID, Guatemalan counterpart, and representatives of the Guatemalan Government MOSCAMED, APHIS, commodity and environmental organizations, and others will be held in late May or early June. IICA will translate, publish and bind the draft report using the transcripts provided by the CICP team and counterpart. The draft reports will be made available for the participants of the Debriefing Conference. The purpose of the Conference is to review the draft EIA Report and to present data,

information, and findings of the study team. The proceedings of the Conference and the comments and suggestions made by the Debriefing Conference participants will be transcribed by IICA and made available to the CICP and Guatemalan counterparts to be considered for use in the final EIA document. IICA, in consultation with CICP, USAID and the Guatemalan government will send out invitations to approximately 100 representatives (essentially the same people and institutions that attended the earlier briefing meeting). IICA will host the conference, making all arrangements.

4. Final Report:

IICA will translate, print and bind the final EIA report. The final report transcript will be provided to IICA by the CICP Team Leader.

Ten copies in English of a draft final report, in form and substance acceptable to AID, will be presented to AID/Guatemala on June 22, 1988. This will be followed by a presentation to USAID/Guatemala on June 24 by the CICP Team Leader.

The final report, in form and substance acceptable to AID, will present major evaluation activities, findings and recommendations developed under the MOSCAMED Environmental Evaluation. 125 copies in English and 125 Spanish versions of the final report will be presented to USAID/Guatemala. In addition to other maps within the final report, five maps at the 1:250,000 scale, showing MOSCAMED Project areas will be Provided to USAID/Guatemala as annexes to the final report.

D. PROJECT MANAGEMENT AND TIMETABLE:

IICA will provide a Project Manager to manage the grant and provide all personnel, facilities, and services as described above in Section C., Description. CICP's Team Leader will provide assistance as indicated in the same section.

The effective beginning date of the grant is January 6, 1988. The expiration date is July 5, 1988 for a full six-month period.

E. TITLE OF PROPERTY:

Upon termination of the Grant, all studies and reports financed with funds under the Grant shall become property of USAID/Guatemala. Property purchased under the Grant will become property of IICA.

F. PROPOSED BUDGET:

An amount of Q290,299 is proposed in order to undertake the activities described in the limited scope grant agreememt.

ANNEX B

ILLUSTRATIVE BUDGET
TO SUPPORT IICA
UNDER MOSCAMED ENVIRONMENTAL IMPACT ASSESSMENT

JANUARY 6 - JULY 5, 1988
(QUETZALES)

LINE ITEM		
A. PERSONNEL		90,880
Guatemalan counterpart (132 days X 256)	33,792	
Short-term Guatemalan consultants(132 days X 178.42)	23,552	
Guatemalan Research Assistant (66 days X 139.63)	9,216	
Word Processor/Typist/Secretary(132 days X 92.12 X 2)	24,320	
B. AIRFARE		3,840
Regional Travel (5 each X 768)	3,840	
C. PER DIEM		19,276
Guatemala (134 days X 115.2)	15,436	
Regional (20 days X 192)	3,840	
D. OFFICE RENTAL & OFFICE SUPPLIES		39.420
Office Rental (6 months X 6,058) (Includes use of furniture, IBM or compatible computer with Word Perfect word processor capability, other equipment and maintenance, including photocopier)	36,348	
Office Supplies (6 months X 256) (Paper, envelopes, staples, etc.)	1,536	
Postage (6 months X 256)	1,536	
E. LOCAL ANALYSIS AND MONITORING:		38,400
Pesticide Analysis	12,800	
Pesticide Monitoring	12,800	
Beneficial Organism Analysis	12,800	

F. GROUND TRANSPORTATION: (VEHICLE RENTAL. GASOLINE AND MAINTENANCE RENTAL		41,594
(1) 4-Wheel drive for 6 months (6 mos X 2,985)	17,910	
(1) 2-Wheel drive for 6 months (6 mos X 2,492)	14,952	
GASOLINE (1,000 GALS. X 3.1): 20,000 miles: 20 MPG	3,100	
Maintenance (6 months X 2 X 256)	3,072	
OTHER GROUND TRANSPORTATION (20 TRIPS X 128 EACH)	2,560	
G. COMMUNICATION:		19,328
Scoping Conference (Room rental, Simultaneous translation, Transcription)	7,168	
EIA translation/printing (125 copies each Spanish and English of final report and 25 copies of draft final report in English and 100 copies in Spanish)	6,400	
Communications (Phone, Telex, etc. . . .)	3,220	
Reproduction of documents	2,540	
TOTAL COSTS		252,718
98,747		
ADMINISTRATIVE COSTS		37,561
TOTAL COSTS		Q 290,299

4019R

DISPOSICIONES GENERALES
STANDARD PROVISIONS

A. Al hacer referencia al término 'este Convenio' se hace referencia al Convenio del 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 en el 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.

A. Reference to 'this Agreement' means to 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 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.

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.

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

D. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the parties pursuant to this Agreement shall be made or on 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

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.

Project Assistance Completion Date specified.

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.

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. Excepto que se especifique de otra manera en la PIO o en la Carta de Ejecución del 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.

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 contributions 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.

G. Unless otherwise agreed by the parties 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) 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

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 purpose of the Project in accordance with this Agreement, and upon completion of the Project, will be used 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

fondos proporcionados por AID al Donatario dentro de este Convenio deberá ser devuelta a AID por el Donatario.

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

Grantee under this Agreement will be returned to AID by the Grantee.

I. (1) If AID and any public or private organizations 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 or 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

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 traidos al país cooperante para uso propio o de miembros de sus familias (no incluyendo tales bienes 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,

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 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.

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.

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.

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.

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

J. If funds provided by AID are introduced into the cooperating country by AID or any public or private agency for 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 which, at the time the conversion is made, is not unlawful in the cooperating country.

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. 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

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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 cualquiera de los registros y cuentas con respecto a los fondos proporcionados por, o cualquiera de las propiedades y servicios por contrato adquiridos a través del 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.

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 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 and reserved to the party which did the financing.

M. AID y el Donatario proporcionará 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 furnish 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 contraídas dentro del párrafo H. relacionadas con la utilización de propiedades o fondos deberán mantenerse vigentes 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.

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 non-cancellable 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 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.

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O. Para ayudar en la 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.

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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Adjunto D
Attachment D

Disposiciones Administrativas y Fiscales
Administrative and Fiscal Provisions

Cada mes, o a intervalos menores según sea convenido por anticipado, el Donatario deberá presentar al Contralor de A.I.D. un formulario Voucher SF-1034 (original) y formulario SF-1034-A (tres copias) por la cantidad de gastos durante el mes anterior, debiendo identificar cada documento de pago (voucher) con el número respectivo de la Donación. El documento de pago (voucher) deberá estar acompañado del siguiente informe a ser presentado en original y dos copias:

Monto de la Donación	$ xxx
Gastado este Período	$ xxx
Gastado a la Fecha (Por Renglón)	$ xxx

1._____

2._____

3._____

El informe deberá incluir la siguiente certificación:

"El suscrito por este medio certifica que la información anterior representa los fondos gastados durante el período descrito, de acuerdo con el Convenio de Donación.

Por: _____

Titulo:_____

Fecha:_____"

Each month, or at less frequent intervals, as agreed upon in advance, Grantee will submit to the A.I.D. Controller, Voucher Form SF-1034 (original) and SF-1034-A (three copies) each voucher identified by the appropriate grant number, in the amount of expenditures for the previous month. The voucher shall be supported by an original and two copies of a report rendered as follows:

Amount of Grant	$ xxx
Expended this Period	xxx
Expended to Date (By Line Item)	xxx

1._____

2._____

3._____

The report shall include a certification as follows:

"The undersigned hereby certifies that the above represents funds expended during the period described in accordance with the Grant Agreement.

By:_____

Title:_____

Date:_____"

Los documentos de pago (vouchers) deberán estar respaldados por los recibos de todos de los gastos efectuados.

The vouchers will be supported by receipts for all expenditures.

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