

LIMITED SCOPE GRANT AGREEMENT

Between the United States of America, acting through the Agency for International Development ("A.I.D.")

AND

The Republic of Peru, acting through the National Institute of Civil Defense - INDECI ("Grantee")

1. Project Title:

Disaster Preparedness Project

2. A.I.D. Project Number:

527-0318

The above-named parties hereby mutually agree to carry out the Activity described in this Agreement in accordance with the terms of this Agreement, including Annexes A, B and C.

3. Amount of A.I.D. Grant:
de A.I.D.:

US\$166,590

4. Grantee Contribution:
Donatario:

US\$107,000

5. Project Assistance
Completion Date:

December 31, 1990

6. This Agreement consists of two title pages, Annex A, Project Description, Annex B, Standard Provisions, and Annex C, Schedule of Project Activities.

7. For the Republic of Peru:

Signature: [Signature]

César Delgado Barreto

Title: Ministro de Justicia

Encargado del Despacho de Relaciones

Date: Exteriores

30-09-1988

For the Agency for International Development:

Signature: [Signature]

Title: Mission Director

Date: 30 Sept. 88

PROJECT DESCRIPTION

1. <u>Project Title:</u> Disaster Preparedness Project	2. <u>A.I.D. Project Number:</u> 527-0318
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I. Background

The National Institute for Civil Defense (INDECI), was created in September 1987 as an autonomous agency under the Ministry of Defense. This reflected the necessity to provide the leading emergency organizations of Peru with a more flexible and simplified process for decision making in the event of emergencies. This reorganization was also based on recommendations formulated by both the GOP and USAID/OFDA consultants.

The new by-laws of the Civil Defense System give it a greater role in preparedness and relief activities than had previously been given to the former Civil Defense structure.

II. Purpose of the Agreement

The purpose of this Agreement is to cooperate with the Government of Peru (GOP), and specifically the National Institute for Civil Defense (INDECI), in financing a project which involves a series of training activities aimed at strengthening and expanding its capability to respond with increased efficiency and effectiveness to emergency situations in Peru.

III. Project Description

A. INDECI will be responsible for planning and organizing the following training activities and/or such other Project 'Training' activities as the Parties may agree:

1. Operational Emergency Management Training Seminar

One seminar to be held in Lima for a period of ten days and addressed to staff members of the Civil Defense System (SIDECI). The seminar will be attended by approximately 45 participants from INDECI and five Regional Offices of Civil Defense throughout the country.

2. Operational Emergency Management Training Courses

To be held in each of the five Regions of Civil Defense in Peru (Lima, Iquitos, Piura, Cusco and Arequipa) for a period of 5 days each and addressed to staff members of Departmental Development Corporations (CORDES) and of essential public utility agencies having an operational role in time of disasters. Each of the five courses will be attended by approximately 30 participants.

3. Operational Emergency Management Training Seminar

One seminar to be held in Lima for a period of 10 days addressed to representatives of the Ministry members of the Civil Defense National Committee (CNDC) having an operational role in time of disasters. This seminar will be attended by an estimated of 25 participants.

4. Operational Emergency Management Training Courses

To be held in three different Regions of Civil Defense (Piura, Iquitos and Cusco) for a period of 5 days each and addressed to Departmental, Provincial and District authorities members of SIDECI having an active and decisive role in time of disasters. Each course will be attended by approximately 30 participants.

5. Training Courses for a Corps of Civil Defense Volunteers

Five training courses for a period of 10 days each addressed to Civil Defense volunteers who will act as the first immediate responders in the event of disasters. The volunteers will receive specialized courses in disaster relief actions such as first aid, search and rescue, damage and needs assessment, radio communication, organization and administration of evacuees. These courses will be attended by approximately 65 participants.

6. Instructor Trainer Courses

Two training courses addressed to selected personnel of INDECI who have attended one or more of the courses provided under this Project. Each course will be attended by an estimated of 20 participants.

7. Public School Preparedness Training Seminar

One seminar to be held in Lima for a period of 6 days addressed to staff of the Ministry of Education and School Directors who will have the responsibility of developing, designing and implementing a Disaster Preparedness and School Safety National Program. This seminar will be attended by some 35 participants.

B. U.S. Training. The following specialized training courses will be implemented by INDECI and USAID/Peru:

(i) Disaster Management Correspondence Courses. Course Fees will be covered for approximately 15 students who have successfully completed one or more of the courses described in A above.

(ii) Short-term Training in the United States. Advanced, short-term training will be available to qualified Peruvian experts proposed to USAID/Peru by INDECI whose further training will contribute substantially to Disaster Preparedness and Relief activities in Peru. It is planned that approximately five participant training slots will be available for training in specialities such as wild

fire suppression, rescue in confined spaces, handling of hazardous materials, etc.

C. Project Training Equipment. The project will provide for the purchase of equipment necessary to support the implementation of training activities as described in A above. USAID/Peru will make necessary arrangements for the procurement of the following equipment in the United States:

- Overhead projectors
- Slide-audio projectors
- Portable voice amplifier units
- Copier
- Photographic camera
- Spare parts and replacement bulbs
- Related supporting equipment as appropriate

D. Technical Assistance. USAID will provide technical assistance support to the project including a Project Manager assigned to assist, monitor and control all project-related activities. In addition, training specialists may be made available through the A.I.D. Office of Foreign Disaster Assistance in Washington DC (OFDA/W) to participate as Instructors.

IV. Responsibilities of the Parties

A. INDECI will assume overall responsibility for the organization, management and supervision of all in country training activities under the Grant and for the coordination with all other participating agencies, to ensure that the activities are carried out in accordance with the terms of the Agreement and the approved Work Plan and Budget. It will be responsible for the administration of the A.I.D. Grant funds for in country training activities and the preparation and submission to A.I.D. of the documentation required under the terms of this Agreement. INDECI will also be responsible for providing office space and equipment for Project staff, including all secretarial support, maintenance of vehicles and commodities, short-term instructors for all in-country courses and other inputs required in the Project.

INDECI will also contribute to the Project by providing necessary general services and administrative support which will include transportation, office space and equipment facilities, secretarial and accounting services, and the participation of its professional staff as Instructors and Lecturers for the Training Courses and Seminars as described in Section VI - Contribution of the Parties - of this Agreement.

INDECI agrees to designate one of its representatives as Project Coordinator and assign any additional support staff needed to carry out the activities aforementioned, to coordinate and support activities supported under this Agreement.

B. A.I.D. will provide financing up to the amount of US\$166,590 as indicated in Section VI "Contribution of the Parties" and in accordance with the procedures set forth in Section VII "Fiscal Provisions" and Annex B

4

"Standard Provisions" to this Agreement. Additional A.I.D. support totalling \$100,000 is described in footnote 1, below.

USAID will also assist INDECI in the preparation of the training courses, in the design of the curricula, and the necessary coordination for the eventual participation of international experts, including the provision of technical assistance from OFDA/W. USAID will also be responsible for contracting the project manager and for procuring all commodities and services outside Peru, including the contracting of consultants for the Project Evaluations (mid-term and final).

V. Reports

Following each training activity described in Section III above, INDECI will prepare and submit to A.I.D. a report which contains the following information:

- A. A listing of participants attending each training activity, providing information on their position and area of responsibilities.
- B. A summary of the results obtained at the end of each activity, identifying major problems encountered, conclusions, recommendations and other management information as appropriate.

VI. Contribution of the Parties

A. A.I.D.

A.I.D. agrees to provide an amount not to exceed US\$166,590 in support of the Project subject to the availability of funds and to the mutual agreement of the parties to proceed. A.I.D. plans to provide an additional amount of \$52,157 during the life of the project. Based on the above-described activities it is expected that A.I.D. Grant Funds will be allocated to the Project approximately as follows:

I. <u>Training.</u>		
In-country Training		US\$ 95,000
- Seminars and Training Courses	\$40,000	
- Printing of Materials	35,000	
- Offshore Commodities	20,000	
<u>U.S. Training</u>		
- Disaster Management Correspondence Courses	\$ 5,000	20,000
- Advance Short-term Training	15,000	
II. <u>Technical Assistance</u> ^{1/}		
- Reg. Disaster Advisor's Local Costs		2,000

^{1/} Further to this amount is US\$55,000 previously committed as pre-implementation technical assistance provided by Regional Disaster Advisor (RDA). In addition, OFDA/W will provide approximately \$45,000 through further technical assistance during the Project period with the assignment of Training Specialists to serve as Instructors and Lecturers for training activities described above.

5

III. <u>Project Management and Support</u>		34,843
- Project Manager	\$22,843	
- Secretarial Services	12,000	
IV. <u>Evaluation/Contingency</u>		14,747
TOTAL A.I.D.'s Contribution		<u>US\$166,590</u>

B. INDECI

INDECI agrees to provide the equivalent amount of US\$107,000 to cover local costs in support of the Project described herein. Following is the summary of Project costs to be funded by INDECI under the terms of this Agreement:

I. <u>Training</u>		US\$48,400
- Office Space and Equipment	\$23,600	
- Vehicle use (includes gas, lub. & maintenance)	24,800	
II. <u>Technical Assistance</u>		US\$34,100
- Short-term Instructors & Lecturers		
III. <u>Project Management & Support</u>		24,500
- Project Coordinators, Secretarial support, Driver		
Total INDECI Contribution		<u>US\$107,000</u>

VII. Disbursement Procedures

A. It is planned that A.I.D. will disburse funds under this Agreement by making either direct reimbursements or when appropriate periodic activity advances to INDECI on a monthly basis as needed to finance each of the training activities described above. The Grantee will request reimbursement and/or liquidate all advances on a monthly basis by submitting a voucher form SF 1034 in original and three copies in the amount of expenditures incurred accompanied by supporting documentation, as described by A.I.D. Disbursement procedures will be amplified during implementation through issuance of Project Implementation Letters (PILs).

All disbursements to INDECI will be made in Intis, except as A.I.D. may otherwise agree in writing.

B. In requesting an advance of funds, INDECI should present to A.I.D. information related to the number of participants and the place selected for each training activity. INDECI should also present a detailed listing of the proposed expenses supported to the extent possible by price proposals and work orders to the low, responsive bidders/suppliers of services.

VIII. Representatives

For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding, or acting in, the Office of Chief of the INDECI. A.I.D. will be represented by the individual holding, or acting in, the Office of Mission Director, USAID Mission to Peru. Each named representative by written notice may designate additional representatives for all purposes other than amending this Agreement.

6

IX. Source and Origin of Commodities and Nationality of Services

A. Commodities financed by A.I.D. under this Agreement shall have their source and origin in the United States and Peru except as the parties may otherwise agree in writing. Except for ocean shipping the suppliers of commodities or services shall have the United States or Peru as their place of nationality, except as the parties otherwise agree in writing. Ocean shipping and air travel financed by A.I.D. under the Project shall, unless the parties otherwise agree in writing, be financed only on flag vessels of the United States.

B. A.I.D. will directly procure the services of the U.S. Disaster Advisor as well as the project manager and secretary with funds provided under this agreement and in accordance with Standard Provisions Annex B. All commodity procurements outside of Peru (e.g. the A.I.D. financed equipment) financed by A.I.D. Grant funds shall be performed by USAID and in accordance with Standard Provisions, Annex B.

X. Condition Precedent to First Disbursement

Prior to the first disbursement, or to the issuance of documents pursuant to which disbursement will be made, under the Grant, the Grantee will, except as A.I.D. may otherwise agree in writing, provide to A.I.D., in form and substance satisfactory to A.I.D., evidence that a representative of INDECI has been designated as Project Coordinator and that additional personnel as required have been assigned to coordinate and support activities as described in the Project, along with a specimen signature of the Project Coordinator and any other authorized representative of the Grantee.

XI. Project Evaluations/Financial Reviews

The parties agree to establish an Evaluation Program as part of the Project. A mid-term and final evaluation will be conducted by external consultants to:

- (a) evaluate the progress toward attainment of the Project's objectives,
- (b) identify the problems or constraints which may inhibit such attainment,
- (c) recommend readjustments of existing Project and/or projects or activities.

If it is determined during the evaluations or implementation of the Project Activities that financial management related problems exist, contingency funds would be programmed for financial reviews or audits which would be contracted directly by A.I.D.

PROJECT AGREEMENT

ANNEX B

PROAG STANDARD PROVISIONS ANNEX

- 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.
- 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 dated. 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. 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) 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) 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 finance under this Agreement, are under the laws, regulations or administrative procedures of the cooperative 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.

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 the right (1) to examine any property procured through financing by the 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 are reserved to the party which did the financing.

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. 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 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.

10

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 aspect 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.

Description	Location	1989												1990											
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
6 Instructors	Cusco							X																	
30 Participants	Cusco																								
5 Days	Cusco																								
- Training Courses for a Corps of Civil Defense Volunteers.																									
6 Instructors	Lima							X																	
25 Participants	Lima																								
10 Days	Lima																								
3 Instructors	Piura								X																
10 Participants	Piura																								
10 Days	Piura																								
3 Instructors	Iquitos									X															
10 Participants	Iquitos																								
10 Days	Iquitos																								
3 Instructors	Cusco											X													
10 Participants	Cusco																								
10 Days	Cusco																								
3 Instructors	Arequipa												X												
10 Participants	Arequipa																								
10 Days	Arequipa																								
- Evaluations																									
- ECEM Instructor Trainer Courses.																									
3 Instructors	Lima																						X		
20 Participants	Lima															X									
7 Days	Lima																								
3 Instructors	Lima																	X							
20 Participants	Lima																								
7 Days	Lima																								
- Public School Preparedness Training Seminar Addressed to staff of the Ministry of Education and School Directors, and staff members of USES (Educational Services Units).																									
5 Instructors	Lima																								
35 Participants	Lima																								
6 Days	Lima																								

6

Table No. 6

Grant Budget

	<u>This Obligation</u>	<u>Estimated Additional</u>	<u>Total Estimated</u>
<u>1. 27-Month Training Plan</u>	<u>95,000</u>		<u>130,000</u>
In country seminars & courses 18 Seminars & Courses. 450 participants/130 training days (includes travel tickets, per diem, conference rooms rental costs) Office space & equipment support	40,000	35,000	75,000
Printing & reproduction material	35,000		35,000
Offshore commodities	20,000		20,000
Vehicle gas, lubs., & maint. costs			
<u>U.S. Training</u>	<u>20,000</u>		<u>20,000</u>
Tuition costs & per diem for 5 participants in courses of technics of wildfire suppression, disaster management, security & rescue.	15,000		15,000
Disaster Management Center correspondence courses	5,000		5,000
<u>2. Technical Assistance</u>	<u>2,000</u>	<u>10,000</u>	<u>12,000</u>
Regional Disaster Advisor Contract, Peru costs partial funding of PSC 527-0318-S-00-7692-00 Oct.15, 1987 - Oct.14, 1989 (plus projected extension through Dec.31, 1990). It covers in- country travel, quarter allowance, and miscellaneous costs.	2,000	10,000	12,000
<u>3. Project Management & Support</u>	<u>34,843</u>	<u>7,157</u>	<u>42,000</u>
Coordinators (1 AID, 1 GOP) 48 m/ms:1/1/89-12/31/90 Salary, in-country travel & per diem	22,843	7,157	30,000
Secretarial services (1 AID, 1 GOP) 48 m/ms:1/1/89 - 12/31/90 and other miscellaneous costs.	12,000		12,000
<u>4. Evaluations & Contingencies</u>	<u>14,747</u>		<u>14,747</u>
Mid-term and end of project evaluation	8,000		8,000
Unforeseen and price escalation costs	6,747		6,747
TOTALS	<u>166,590</u>	<u>52,157</u>	<u>218,747</u>