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Subject

AGENCY FOR INTERNATIONAL DEVELOPMENT

UNITED STATES AID MISSION TO PERU

C/O AMERICAN EMBASSY

LIMA, 1 PERU

TELEPHONE: 286200

CABLE: USAID/LIMA

August 26, 1977

RECD WFSB
9/6/77



Mr. Harold Northrup
Director
CARE/Peru
Los Laureles 485
San Isidro

Subject: Project 527-0177 - Rural Water/Health Services

Dear Mr. Northrup:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Cooperative for American Relief Everywhere, (hereinafter referred to as "CARE" or "Grantee"), the amount of US \$220,000 (the "Grant"), in accordance with the illustrative budget contained in Article VII of Attachment A, to assist in the execution of project activities during a twelve month period beginning from the signing of this Letter of Agreement. Subject to the availability of funds and the mutual agreement of the parties, AID will provide an additional US\$230,000 in FY 1978 to finance the activities remaining to complete the project.

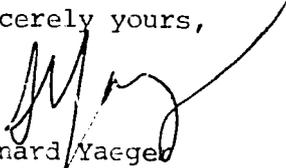
This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of project objectives. This Grant shall remain in effect until terminated by either one or both of the parties.

This Grant is made to CARE on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Program Description" and Attachment B entitled "Standard Provisions," which have been agreed to by your organization.

Please sign Attachment C entitled "Statement of Assurance of Compliance," enclosed herein, and the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Please return the Statement of Assurance of Compliance and the original and six (6) copies of this letter to the USAID/Peru Program Office.

Sincerely yours,


Leonard Yaeger
Director

Attachments.

- A. - Program Description
- B. - Standard Provisions
- C. - Statement of Assurance of Compliance

ACCEPTED:

Cooperative for American Relief Everywhere (CARE)

~~BY~~

~~TITLE~~ Harold Northrup, Country Director, Peru

~~DATE~~ August 26, 1977

Drafted by PRM-LFMacary LF Macary

Clearances:

CON-HCollamer HC

EXO-JMcCardell JMc

RCO-SNevin (in substance)

Program Description

Article I - The Purpose of the Grant

The primary purpose of this grant is to improve the overall sanitation and health well-being of selected rural poor communities through supervised community self-help construction of potable water and sewage systems, and the conduction of complementary vaccination and health education campaigns. The project will also serve to develop and test for their differential health effects alternative designs/models for future self-help improved health programs in small rural Peruvian communities.

To attain the above objectives, the Grantee will provide overall administration and coordination for the installation of approximately 20 water and 4 sewage systems in approximately 20 selected rural communities in the highland areas of La Libertad and Ancash Departments. Likewise, CARE will coordinate the implementation of vaccination programs (against diseases such as small pox, tuberculosis, measles, polio, DPT, etc.), and complementary health education campaigns in sanitation, nutrition, personal hygiene, etc. The GOP's Regional Office for the Development of the Affected Zone, (ORDEZA), and the Ministry of Health will collaborate in implementing the project.

Article II - Eligible Projects

The Grant will be used to defray certain costs (see Article VII) related to sewage and water systems installation in communities determined to be eligible in accordance with the general criteria set forth in Article III, below, as well as other criteria established by CARE in coordination with collaborating GOP project agencies.

Article III - Eligible Project Communities and Selection Criteria

Communities eligible for assistance under the grant will be small rural poor towns of approximately 2,000 or less inhabitants, located in the Peruvian highlands areas of Ancash and La Libertad Departments.

General criteria against which the participating communities will be selected include:

- a. Communities lacking adequate water and sewage services and which have title to the land where the installations will be built.
- b. Communities with demonstrated interest in participating in the project, e.g. willingness to establish community water utility boards to be responsible for operation and maintenance of systems to be constructed.
- c. Communities willing to actively contribute in defraying a portion of project costs by providing local materials, labor, etc.

- d. Communities shall fall within the lower 50% of areas categorized by USAID/Peru's Poverty Index Study.

Names of communities selected will be provided to USAID prior to initiation of construction in the selected community.

Article IV - Implementation

CARE will implement the project over a three year period beginning from the date of signature of an Implementation Agreement between CARE and the GOP's Regional Office for the Development of the Affected Zone, ORDEZA. However, no grant funds will be disbursed for purchase of materials, etc. for initiation of construction of sub-projects which cannot be completed by the 33rd. month from the date of execution of this Grant Agreement.

Article V - Responsibilities of the Grantee

CARE will assume responsibility for administration of the project's implementation and utilization of Grant funds.

In addition, CARE hereby agrees to assume responsibility for the following actions:

- a. CARE will maintain a sub-office in Huaraz to assign the personnel and logistic support necessary to work closely with ORDEZA and the selected communities in project implementation.
- b. CARE will select, in consultation with ORDEZA, the communities to participate in the project, utilizing the selection criteria contained in Article III (and other criteria which may be determined by CARE.)
- c. CARE will coordinate with and secure from ORDEZA engineering and technical assistance to build the systems, as well as a cash contribution of at least S/.6,500.000.
- d. CARE will purchase the materials and equipment required for the installation of no less than 20 water and 4 sewage systems, and will defray that portion of delivery costs to the construction sites not provided by ORDEZA, the communities or others.
- e. CARE will coordinate with and assist the Ministry of Health in the design and delivery of health education and vaccination campaigns in the participating communities.
- f. CARE will make every effort for the project to utilize innovative construction methods that will help to establish patterns that will show different cost/benefit ratios for installation of water and sewage systems in small mountain towns.

Article VI - Conditions Precedent

Disbursement of funds for construction will be subject to compliance with the following provisions in form and substance acceptable to AID:

- a. An Agreement between CARE and ORDEZA which provides, inter alia, for ORDEZA technical guidance in project implementation/administration, but especially as related to engineering design, as well as a cash contribution of approximately S/.6,500,000 and warehousing and supervisory personnel.
- b. This same Agreement, to include the Ministry of Health, will provide for MOH assistance in design and implementation of the health education and vaccination campaigns, MOH assistance in evaluating each project construction site for water source sanitation, etc.
- c. Prior to initiation of construction at a particular community project site, evidence will be secured from the participating community that a community construction overseeing committee has been named. (It would also indicate the community's contribution.)
- d. CARE will submit a detailed Implementation Plan/Schedule for the first year project activities within 60 days upon signature of this Agreement. (The Planning/Implementation/Evaluation Report (PIE) such as contained in CARE's OPG proposal will be the mechanism employed to serve this purpose.) Implementation Plans/Schedules for second and third year project activities will be included in the last trimester report prepared by CARE during the preceeding year.

Article VII - Release of the Funds

Release of grant funds under this agreement shall be in accordance with Article XIII entitled Fiscal Provisions, and in accordance with the following budget breakdown. Shifts of more than 20% among AID financed budget items cannot be made without amendment to this Agreement.

Illustrative Budget

<u>First Year</u>	<u>A.I.D.</u> US \$	<u>C.A.R.E.</u> US \$	<u>G.O.P.</u> Soles
Piping and Accessories ^{1/}	173,000		1,700,000
Cement, Wire & Wood ^{1/}	7,000		300,000
Equipment, Transportation & Implementation ^{1/}	40,000		2,500,000
Vehicles		9,480	
Office Equipment & Supplies		2,600	
Personnel/Operations		78,920	
	<u>220,000</u>	<u>91,000</u>	<u>4,500,000</u>

^{1/} Includes overhead at approved provisional rate of 7.63% on all AID funded direct project costs.

<u>Second Year</u>	<u>A.I.D.</u> US \$	<u>C.A.R.E.</u> US \$	<u>G.O.P.</u> Soles (\$1.00 = \$7.80)
Piping and Accessories	150,000		
Cement, Wire & Wood	11,000		
Equipment, Transportation & Implementation	69,000		2,000,000
Office Equipment & Supplies		4,000	
Personnel/Operations		94,000	
	<u>230,000</u>	<u>98,000</u>	<u>2,000,000</u>

Article VIII - Negotiated Overhead Rates

Pursuant to the provisions of this clause set forth below, an overhead rate shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate for the initial period beginning on the date of signature of this Agreement and ending after a period of twelve (12) consecutive months, provisional payments on account of allowable indirect costs shall be made at the rate or rates of 7.63%, applied to all AID funded direct project costs.

- a. The Grantee, as soon as possible but not later than ninety (90) days after the close of each of his accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Support Division, Office of Contract Management, AID, Washington, D.C. and to the Office of the Auditor General, AID, Washington, D.C., a proposed final rate or rates for the period, together with supporting cost data. Negotiation of final overhead rates by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.
- b. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 (Principles and Procedures for Use in Cost-Reimbursement Type Supply and Research Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this Grant.
- c. The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such agreement shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.
- d. Pending establishment of final overhead rates for any period, the Grantee shall be reimbursed either at negotiated provisional rates as provided above or at billing rates acceptable to the Grant Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, the provisional or billing rates may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rates provided in this clause shall be set forth in a modification to this Grant.

Article IX - Required Accounting Records

CARE hereby agrees to keep separate accounting records for the funds under this Grant, separate and apart from records kept by CARE for any other funds held for similar projects or for other purposes.

Article X - Reports and Evaluation

CARE hereby agrees to provide AID with copies of the following reports:

- a. Preliminary health surveys (on random sample basis) with baseline data on morbidity and mortality and causes in communities selected for installation of sewage and/or water systems.
- b. Trimester reports which should include review of (but not necessarily be limited to) items contained in Article VI.d.
- c. A final report approximately 6 months after the last AID disbursement to the project containing information on work performed, together with conclusions and experiences obtained. This will include CARE's assessment of the differential health effects of alternative systems designs and combinations of services utilized under the project.
- d. At the end of the first year from date of project initiation indicated in Article IV above, it is expected that up to 5 project community sites will have completely installed potable water facilities and on-going vaccination and health education campaigns. During the third year of the project these initial sites will be evaluated by the Grantee through a survey based on the same questionnaires used for obtaining the baseline data described in (a) above. The evaluation will compare and measure the change in health status of the inhabitants (e.g. attempt to evaluate incidence of mortality and morbidity due to water-borne diseases, and other related diseases addressed by the health education and vaccination campaigns.)

CARE will be responsible for establishing its own evaluation procedures and conducting evaluation and assessments of program problems, etc. as related to the Trimester Reports it will submit to AID. An in-depth project review will be held, in conjunction with the USAID, at the end of each project year to measure performance against stated targets in the Implementation Plan. The evaluation should also:

- identify and discuss major changes in project setting which have an impact on the project. Examine continuing validity of assumptions. If assumptions are no longer valid, discuss implications for the project;
- measure progress toward planned targets and, where these targets are either not being met or are being exceeded, identify causal factors and discuss implications;

- consider project's development hypothesis in the light of developments to date, and if no longer valid, consider implications;
- identify and analyze delays or other implementation problems and suggest measures for dealing with them, and
- identify and consider lessons learned from the project (especially appropriate in the case of end-of-project evaluation.)

Article XI - Accounting and Appropriation Data

Allotment: 424-50-527-00-69-71
Appropriation: 72-11X1024
Project: 527-0177

Article XII - Procurement of Commodities

All commodity requirements will be identified by and procured directly in the U.S. or in Peru by CARE. All procurement shall be in accordance with good management practices and in accordance with Standard Item 12 -- Procurement of Equipment, Vehicles, Supplies, Materials and Services.

Article XIII - Fiscal Provisions

CARE will administer funds provided by this grant according to the budget included in Article VII to defray costs incurred in carrying out the aforementioned approved activities and within the maximum limitations set forth within this Agreement. Disbursement procedures will be as follows:

a. Soles Disbursements

USAID/Peru will disburse its local currency contribution in a series of advances. For the first advance, CARE shall prepare and present to USAID an estimated cash requirement for the expenditures of the first three months' activities according to the cash flow projection for the first year of operations. This presentation will be supported by an AID public Voucher Form 1034, in original and three copies. Subsequent advances will be made for the needs of the subsequent 90 days upon presentation of similar requirements as indicated above. Each one of the advances should be presented 30 days prior to the beginning of the period.

Prior to the termination of each quarter, CARE will submit to USAID a No-Pay Voucher (AID Form 1034 termed No-Pay Voucher, in original and three copies) to liquidate the outstanding advance by the level of expenditures incurred as of the cut-off date. This voucher must be accompanied by (1) a categorized list of expenditures, and (2) supporting expenditure documentation, serially numbered. Once processed, this supporting documentation will be returned to CARE.

Together with a new request for advance of funds -- other than the initial advance -- CARE will submit also a list of accrued expenditures to be met by the end of the quarter. The level of the new advance will be reduced by the level of uncommitted funds, if any, of the prior quarter.

This system will be followed until all funds have been exhausted. It is understood that a final No-Pay Voucher will be submitted by CARE to liquidate the last advance.

Together with a request for advance of funds or a liquidation of advances CARE must submit the certification included under "c".

b. Dollar Disbursements

For procurement in the United States of America, an initial advance in dollars will be extended to CARE/New York by USAID/Peru to constitute a revolving fund from which disbursements will be made to suppliers. The level of the revolving fund should be equivalent to the estimated cash requirements for a 90-day period. To obtain the initial advance, CARE/New York or CARE/Peru will submit to USAID/Peru a request of funds supported by AID Public Voucher Form 1034 in original and three copies, duly signed by authorized representative along with a copy of the schedule of procurement to be made in the U.S.

This revolving fund will be replenished by USAID/Peru on a monthly basis, for disbursements made until the dollar portion of this grant is fully disbursed. To this effect CARE/New York or CARE/Peru will submit to USAID/Peru an AID Public Voucher Form 1034, termed Reimbursement Voucher, in original and three copies, duly signed by the authorized representative and supported by supplier's detailed invoices, the evidence of shipment including a bill of lading or substitute and a certification that the procurement made will be for the Project funded by this Grant.

Once all the procurement has been made, a No-Pay Voucher should be submitted by CARE/New York to USAID/Peru to liquidate the revolving fund along with the documentation indicated above.

c. Certification

CARE

Project 527-0177

OPG Rural Water/Health Services

Serial No _____

Pursuant to Project 527-0177 dated _____, CARE as Implementing Agency hereby requests and certifies the following:

1. CARE requests AID to disburse _____ Soles Oro (S/) for project implementation, as an advance to cover the cash needs for a 90-day period for purposes prescribed by the Grant Agreement, and on the basis of such disbursement to make a dollar charge against Grant 527-0177. This request for advance of funds is supported by AID Public Voucher Form 1034.
2. CARE certifies that its receipt of such disbursement will be in Soles and its use will be in compliance with the terms of the Grant Agreement.
3. CARE certifies that the level of the advance requested has been realistically determined to cover the money requirements for a 90-day period.
4. CARE requests AID to liquidate the previous advance in the amount of _____ Soles Oro as supported by the attached expenditure documentation and No-Pay Voucher.
5. CARE certifies that the attached list of accrued expenditures is correct.

Lima, _____

For CARE:

Title: _____
Authorized Representative

Standard Provisions

1. Allowable Costs and Payment

The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant Officer to be allowable in accordance with the terms of this Grant and Subpart 15.2 of the Federal Procurement Regulations (FPR) (Principles and Procedures for Use in Cost Reimbursement Type Supply and Research Contracts with Commercial Organizations) in effect on the date of this Grant. Payment of allowable costs shall be in accordance with Article XIII of this Grant.

2. Accounting, Records and Audit

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

3. Refunds

- (a) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, Grantee shall refund to AID an amount equivalent to the amount of interest accrued.
- (b) Funds obligated hereunder but not disbursed to the Grantee at the time the grant expires or is terminated shall revert to AID except for funds encumbered by the Grantee by a legally binding transaction applicable to this Grant. Any funds disbursed to but not expended by the Grantee at the time of expiration or termination of the Grant shall be refunded to AID.
- (c) If, at any time during the life of the Grant it is determined by AID that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall refund such amounts to AID.

4. Equal Opportunity Employment

With regard to the employment of persons in the U.S. under this Grant, Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard of race, religion, sex, color or national origin of such persons and that, in accordance with Title VI of the Civil Rights Act of 1964 when work funded by this Grant is performed in the U.S. no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply in accordance with its written assurance of compliance with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development -- Effectuation of Title VI of the Civil Rights Act of 1964."

5. Termination

This Grant may be terminated at any time in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he shall determine that such termination is in the best interest of the Government. Upon receipt of and in accordance with such notice, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this Grant and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within thirty (30) calendar days after the effective date of such termination repay to the Grantor all unexpended portions of funds theretofore paid by the Grantor to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Grantor to the Grantee prior to the effective date of this termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Grantor within ninety (90) calendar days after the effective date of such termination a written claim covering such obligations, and, subject to the limitations contained in this Grant, the Grant Office shall determine the amount or amounts to be paid by the Grantor to the Grantee under such claim.

6. Officials Not to Benefit

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Grant if made with a corporation for its general benefit.

7. Covenant Against Contingent Fee

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business.

For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the Grant amount, or otherwise recover, the full amount of each commission, percentage, or contingent fee.

8. Nonliability

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

9. Amendment

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

10. Grant Agreement

The letter to the Grantee signed by the Grant Officer, the Program Description and the Standard Provisions which have been reviewed and agreed to by the Grantee, constitute the Grant Agreement.

11. Notices

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered mail as follows:

To the cognizant AID Grant Officer

To Grantee -- at Grantee's address shown in this Grant, or to such other address as either or such parties shall designate by notice given as herein required.

Notices hereunder, shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

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

- (a) Except as may be specifically approved or directed in advance by the Grant Officer, or as provided in paragraphs (b) and (c) below, all equipment, vehicles, materials, supplies and services the costs of which are to be attributed to this Grant and which will be financed with United States dollars shall be purchased in and shipped from the United States or Peru. In addition, for any U.S. purchase transaction in excess of \$2,500 the Grantee shall notify the seller that the item(s) must be of U.S. source and production and comply with the componentry limitations and other

requirements applicable to suppliers under AID Regulation 1, and that the supplier must execute and furnish Form AID-282 "Suppliers Certificate and Agreement with the Agency for International Development."

- (b) Printed or audio-visual teaching materials may, to the extent necessary, be purchased outside the United States when:
 - (1) Effective use of the materials depends on their being in the local language; and
 - (2) Other funds including U.S. owned and controlled local currencies are not readily available for procurement of such materials.

- (c) All international air shipments made by the Grantee to be financed hereunder, shall be made on U.S. flag carriers unless shipment would, in the judgement of the Grantee, be delayed an unreasonable time awaiting a U.S. carrier, either at the point of origin or transshipment, provided that the Grantee certifies to the facts in the documents retained as part of his Grant records for post audit by AID. All international ocean shipment made by the Grantee, to be financed hereunder, shall be made on U.S. flag vessels. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may obtain a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, as appropriate, giving the basis for the requests.

- (d) The Grantee shall obtain competition to the maximum extent possible for any procurement to be financed hereunder. Procurement by the Grantee without consideration of more than one source must be approved by the Grant Officer. In no event will any procurement be on a cost-plus-a-percentage of cost basis. The Grantee shall take all reasonable steps necessary to insure that subgrantees procuring in accordance with Paragraph (b) obtain competition to the maximum extent possible. In addition to the foregoing, for purchases made in the United States the cost of which are to be attributed to this Grant, the Grantee shall comply with the following requirements:

To permit AID, in accordance with the Small Business Provisions of the Mutual Security Act, to give United States Small Business firms an opportunity to participate in supplying commodities and services procured under this Grant, the Grantee shall, to the maximum extent possible, provide the following information to the Office of Small Business, AID, Washington D.C., 20523 at least 45 days prior to placing any order or contract in excess of Five Thousand (\$5,000) Dollars, except where a shorter time is requested of, and granted by the Office of Small Business:

- (1) Brief general description and quantity of commodities or services;
 - (2) Closing date for receiving quotations or bids;
 - (3) Address where invitations or specifications may be obtained.
- (e) Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing"; Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be attributed to this Grant. AID will provide Grantee with this list.

Statement of Assurance of Compliance

Grant Project Title: CARE/OPG - Rural Water/Health Services

Grant Project No. 527-0177

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

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

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

Cooperative for American Relief Everywhere
(Grantee)

BY (signature)

TITLE Country Director, Peru

TYPED NAME Harold Northrup

DATE August 26, 1977