



CONTRACT INFORMATION MANAGEMENT SYSTEM (CIMS)



DIRECT ACTION DATA FORM FOR GRANTS & COOPERATIVE AGREEMENTS

1. Basic Contract Number 514-9002-G-00-3004-00 (See CIB 89-30)

2. Recipient Name FIDEICOMISO ESCUELA DE DERECHO, UNIVERSIDAD DE PUERTO RICO

3. Award Description (This description will be seen by high level Agency officials, as well members of Congress.)
The recipient shall... provide training and development of the necessary skills for judges and magistrates within the criminal branch of the Colombian Justice System.

4. Principal Place of Performance SINFE BOGOTA

5. Benefiting Country COLOMBIA

6. Project Officer
Country Code/Office Symbol 514 Name (Last, First) BERBOUT, TOM

7. Grant Agreement Type
 A. Disaster Assistance
 B. American Schools & Hospitals Abroad (ASHA)
 D. Title XII Authority
 E. Other Than A, B, or D

8. Basic Purpose
 A. Technical Services to Host Country
 B. Commodities
 C. Training Services to Host Country
 D. Research
 E. Architectural & Engineering Services
 F. Construction

7a. Extent Competed
 E. Competed by the Technical Office
 F. Competed by the Contracting Office
 G. Not competed (unsolicited prop)
 H. Not competed (predom capab, etc)

9. Taxpayer Identification Number

10. Business Organization Type
 A. Corporation
 B. Individual
 C. University or College
 D. Historically Black College or University
 E. Educational Organization (other than University or College)
 Z. Other

F. International Center
 G. Research Organization (other than International Center)
 H. Voluntary Organization
 I. Foundation
 J. Hospital
 N. Hispanic American college or univ.

11. If U.S. University, Host Country Institution UNIVERSIDAD PUERTO RICO

12. If Obligated Amount is in Local Currency, provide U.S. Dollar Amount
US \$ 202,700

13.a. Negotiator (Last, First, MI)
GRANJA, HERNAN V.

13.b. Signature

14.a. Contract Officer (Last, First, MI)
STEVENSON, MARCOS L.

14.b. Signature

COPY OF AWARD DOCUMENT MUST BE ATTACHED TO THIS FORM

United States Agency for
International Development (USAID)
Quito, Ecuador



Agencia de los Estados Unidos para
el Desarrollo Internacional (USAID)
Quito, Ecuador

ENTERED

DEC 01 1993 September 30, 1993

Section

Dr. Roberto Aponte Toro
Director Ejecutivo
Fideicomiso Escuela de Derecho
UNIVERSIDAD DE PUERTO RICO
Apartado Postal 23349
Rio Piedras, Puerto Rico 00931

SUBJECT: Grant No. 514-9002-G-00-3009-00

**DUPLICATE
ORIGINAL**

Dear Dr. Aponte:

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 Fideicomiso Escuela de Derecho de la Universidad de Puerto Rico (hereinafter referred to as "UPR" or "Grantee"), the sum of \$262,700 to provide support for the training and development of the necessary skills for judges and magistrates within the criminal branch of the Colombian Justice System, as more fully described in the Schedule of this Grant and in Attachment 2, entitled "Program Description."

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 program objectives during the period beginning with the effective date and ending approximately December 31, 1993.

Funds disbursed by AID but uncommitted by the Grantee at the expiration of this period shall be refunded to AID.

This Grant is made to the UPR on conditions that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, entitled the "Schedule", Attachment 2, entitled "Program Description," and Attachment 3 entitled "Standard Provisions," which have been agreed to by your organization.

BEST AVAILABLE COPY

INTERNATIONAL MAIL ADDRESS: U. S. AID Mission to Ecuador - c/o American Embassy - Quito, Ecuador
U. S. MAIL ADDRESS: USAID, AMEMBASSY QUITO, UNIT 5330 - APO AA 34039 - 3420
FAX NUMBER (593 2) 561 228 PHONE NUMBER (593 2) 521 100

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Please sign the original and each copy of this letter to acknowledge your receipt of the Grant. Keep one copy for UPR, and send one to Mr. Edward Kadunc in SantaFe de Bogota. Return the original and all other copies to me in Quito, Ecuador.

Sincerely yours,

Barbara L. Pilot

Barbara L. Pilot
Regional Grant Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:

FIDEICOMISO ESCUELA DE DERECHO
UNIVERSIDAD DE PUERTO RICO

BY:

Juan R. Zalduondo Viera
Signature

NAME: JUAN R. ZALDUONDO VIERA

TITLE: TREASURER

DATE: OCTOBER 6, 1993

FISCAL DATA

PIO/T No	:	514-9002-3-20016
Project No	:	514-9002 E.C. 9
Appropriation	:	72-112/31037
Budget Plan Code	:	LES2-92-25514-KG13
Reservation Control No.	:	G220009 - K220033
		\$206,474
Appropriation	:	72-111/21037
Budget Plan Code	:	LES1-91-25514-KG13
Reservation Control No.	:	G100006 - K100048
		\$ 56,226
Total Estimated Amount	:	\$262,700
Total Obligated Amount	:	\$262,700

FUNDS AVAILABLE (IN)	
ADM. RES. <input type="checkbox"/>	OBLIGATION <input type="checkbox"/>
EARMARK RES. <input type="checkbox"/>	EARMARK <input type="checkbox"/>
COMMIT. RES. <input checked="" type="checkbox"/>	COMMIT. <input type="checkbox"/>
<i>Juan Zalduondo</i> 9/30/93	<i>[Signature]</i>
SIGNATURE	DATE
OFFICE OF THE CONTROLLER	

Funding Source: AID/W _____ USAID X

SCHEDULE

A. Purpose of Grant

The purpose of this Grant is to provide support to UPR in its efforts to provide support for the training and development of the necessary skills for judges and magistrates within the criminal branch of the Colombian Justice System, as more specifically described in Attachment 2 to this Grant entitled "Program Description."

B. Period of Grant

The effective date of this Grant is the date on the cover letter. The expiration date of this Grant is December 31, 1993.

C. Amount of Grant and Payment

1. AID hereby obligates the amount of \$262,700 for purposes of this Grant.
2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3, Optional Standard Provision, No. 1 entitled "Payment - Periodic Advance."

D. Financial Plan

The following is the grant budget, including local cost financing items. Local Cost Financing has been authorized. Revisions to this budget shall be made in accordance with the Standard Provision of this Grant, entitled "Revision of Grant Budget."

Without the prior written approval of the Grant Officer, UPR shall not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item. The Grantee may adjust direct line item amounts as deemed necessary but the total obligated amount may not be exceeded.

(See next page)

GRANT BUDGET
(US DOLLARS)

<u>COST ELEMENT</u>	<u>ONE</u>	<u>PHASES TWO</u>	<u>THREE</u>	<u>TOTAL GRANT</u>
A. Salaries	\$ 4,200	\$10,800	\$ 44,460	\$ 59,460
B. Lodging & Daily Allowances	5,740	6,908	62,170	74,818
C. Air Travel	5,715	7,458	37,629	50,801
D. Ground Transp.	2,654	0	11,568	14,222
E. Medical Insurance	720	0	4,080	4,800
F. Books & Materials	2,400	7,500	17,000	26,900
G. Other Expenses	1,500	3,300	7,380	12,180
H. Indirect Costs	<u>1,872</u>	<u>2,884</u>	<u>14,763</u>	<u>19,519</u>
TOTAL ESTIMATED COST	\$24,800 =====	\$38,850 =====	\$199,050 =====	\$262,700 =====

E. Reporting and Evaluation

1. Financial Reporting and Audits

The Grantee shall provide a final financial report prior to the expiration date of this Grant. As specified in Mandatory Standard Provision No. 2, a project audit will be performed in accordance with the requirements of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institution."

2. Program Performance Reporting

The final report (five copies in English and five copies in Spanish) shall contain a discussion of project accomplishments, significant problems or obstacles encountered and any other observations, including suggestions for future training activities for judges and magistrates. It should also describe and analyze the student evaluation of the program, which was carried out at the end of the training and the students' detailed evaluation of the course: including evaluation of each thematic presentation, the

workshops, site visits, etc., as well as the students' comments and recommendations regarding the course. A copy of the students' evaluations should also be included.

F. Indirect Cost Rate

Pursuant to the standard provision of this grant entitled, "Negotiated Indirect Cost Rates - Provisional", a rate or rates shall be established for each of the Recipient's accounting period which apply to this grant. Pending establishment of revised predetermined, provisional, or final indirect cost rates for each of the Recipient's accounting periods which apply to this grant, payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Period</u>	<u>Type</u>
Overhead	8%	(1)	(1)	(1)

(1) Base of Application: total direct costs. Period: effective date of grant until amended. Type: Provisional.

G. Title to Property

Title to items purchased under this Grant shall vest in the Grantee.

H. Close-Out Procedures

This section prescribes uniform closeout procedures for this grant.

1. The following definitions shall apply for the purpose of this section:
 - a. Closeout: The closeout of a grant is the process by which USAID determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee and USAID.
 - b. Date of Completion: The date of completion is the date on which all work under grants is completed or the date on the award document, or any supplement or amendment thereto, on which sponsorship ends.

- c. Disallowed Costs: Disallowed costs are those charges to a grant that USAID or its representative determines to be unallowable in accordance with the applicable Federal cost principles or other conditions contained in the grant.
2. AID closeout procedures include the following requirements:
 - a. Upon request, USAID shall make prompt payments to a Grantee for allowable reimbursable costs under the grant being closed out.
 - b. The Grantee shall immediately refund any balance or unobligated (unencumbered) cash that USAID has advanced or paid and that is not authorized to be retained by the Grantee for use in other grants.
 - c. AID shall obtain from the Grantee within 90 calendar days after the expiration of the Grant all financial, performance and other reports required as a condition of the grant. USAID may grant extensions when requested by the Grantee.
 - d. A final financial compliance audit must be performed prior to the closeout of the grant, which is in accordance with the U.S. Government Accounting Office standards, USAID shall retain the right to recover any expenditures which are contrary to the terms and conditions of the grant and all applicable annexes, after fully considering the questioned costs resulting from the final audit.

PROGRAM DESCRIPTION

Program Description

The proposed training project is composed of three complementary but separate phases, as summarized below:

Phase One:

Field study of the administration of Puerto Rico's Justice System. Six participants will attend and it is directed to the Magistrates of the Superior Council of Judges (Consejo Superior de la Judicatura). The training will take place in Puerto Rico, and its duration will be eight days.

No. Participants : Six
Proposed Date : October 10 - 17, 1993
Place : Rio Piedras, Puerto Rico

Phase Two:

This phase offers a broad view of the Criminal Justice System with emphasis on the constitutional imperative characteristic of the accusatory model. Thirty participants will attend. Participants will be selected from judges and magistrates of the National Court. The training will take place in SantaFe de Bogota, Colombia (Escuela Judicial Rodrigo Lara Bonilla) and its duration will be six days.

No. Participants : Thirty
Proposed Date : October 17 - 24, 1993
Place : SantaFe de Bogota, Colombia

Phase Three:

The main purpose of this phase is to teach Colombian Magistrates and other public officials how the United States and Puerto Rico criminal judicial system work. thirty-four participants will attend. Participants will be selected from criminal law magistrates of the Superior Courts of Judicial Districts, public officials of the Ministry of Justice and professors of substantive and procedural Criminal Law. The training will take place in Puerto Rico and it will last approximately 24 days, including 2 days briefing in SantaFe de Bogota prior to departure.

No. Participants : Thirty-four
Proposed Date : October 22 - November 14, 1993
Place : Rio Piedras, Puerto Rico

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Attachment No. 2
Page 2

This summarized Program Description is part of Grantee Proposal dated September 15, 1993 which is herein incorporated by reference.

MANDATORY AND OPTIONAL STANDARD PROVISIONS
(Appendix 4C, AID Handbook 13)

The following Mandatory and Optional Standard Provisions for U.S., Non-Governmental Grantees in effect as of the effective date of this Grant are incorporated herein by reference with full force and effect as though fully set forth herein:

A. Mandatory Standard Provisions

- | | |
|---|------------------|
| 1. Allowable Costs | (November 1985) |
| 2. Accounting, Audit, and Records | (August 1992) |
| 3. Refunds | (September 1990) |
| 4. Revision of Grant Budget | (November 1985) |
| 5. Termination and Suspension | (August 1992) |
| 6. Disputes | (August 1992) |
| 7. Ineligible Countries | (May 1986) |
| 8. Debarment, Suspension, and Other
Responsibility Matters | (August 1992) |
| 9. Nondiscrimination | (May 1986) |
| 10. U.S. Officials Not to Benefit | (November 1985) |
| 11. Nonliability | (November 1985) |
| 12. Amendment | (November 1985) |
| 13. Notices | (November 1985) |
| 14. Metric System of Measurement | (August 1992) |

B. Optional Standard Provisions

- | | |
|---|-----------------|
| 3. Payment - Periodic Advance | (January 1988) |
| 5. Air Travel and Transportation | (August 1992) |
| 7. Procurement of Goods and
Services | (November 1985) |
| 8. AID Eligibility Rules for Goods
and Services | (August 1992) |
| 10. Local Cost Financing | (June 1993) |
| 12. Publications | (August 1992) |
| 14. Negotiated Indirect Cost Rates -
Provisional (Non-Profits) | (August 1992) |
| 16. Regulations Governing Employees | (August 1992) |
| 17. Participant Training | (August 1992) |
| 21. Title To and Use of Property
(Grantee Title) | (November 1985) |
| 26. Conversion of U.S. Dollars to
Local Currency | (November 1985) |

(RCO/ALO)

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