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UNITED STATES GOVERNMENT

Memorandum

UNCLASSIFIED

TO : THE FILES

DATE: December 21, 1981

FROM : Roberto Perdomo V.V.
Program Office Assistant

SUBJECT: Memorandum of Negotiation - Family Fish-Pond Development Program (Project 520-0290)

1. The Grantee is the Cooperative for American Relief Everywhere, Inc. (CARE), a U.S. PVO.

2. Purpose

   To support a family fish pond development program by providing technical assistance, training and financial resources for rural family fish pond activities in the departments of Alta Verapaz, Baja Verapaz, Zacapa and Chiquimula, Guatemala.

3. The life of project amount of the OPG is $343,000 during a three-year period. Estimated expenditures for each year are: $106,624, $121,542, $114,834. Life of project budget breakdown is as follows:

-- Personnel	$153,600
-- Materials and Equipment	$128,500
-- Training	$ 36,000
-- Miscellaneous (Overhead)	$ 24,900

4. The idea for this project was first brought to AID's attention by CARE in early 1980. Funding was not available at the time but negotiation, data collection and research continued and resulted in an original project with the participation of the Peace Corps and the GOG through DIGESEPE. The OPG agreement was signed September 30, 1981.

5. Financing for this project will come from the Government of Guatemala, Peace Corps and AID. CARE will provide technical and administrative staff to the project. The communities will also be active collaborating in this project by providing contributions in local manpower, supplies and local construction materials as well as with sites for the construction of fish ponds and mini-stations.

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

6. This project could provide among other expectations, the basis for expanding production and consumption of fish among in-land people as a desirable food to improve their diets.

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FEB 23 1982

AGENCY FOR INTERNATIONAL DEVELOPMENT
United States A.I.D. Mission to Guatemala
American Embassy
Guatemala City, Guatemala, C.A.

Document No.: 520-0290-G-00-1067-00

September 30, 1981

Project Title: Family Fish Pond Development Project (OPG)

Project Number: 520-0290

Ms. Virginia H. Ubik
Director
Cooperative for American Relief
Everywhere (CARE)
6a. Avenida 4-46, Zona 9
Guatemala City, Guatemala

Dear Ms. Ubik:

Pursuant to the authority contained in Section 103 of 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 sum of THREE HUNDRED AND FORTY-THREE THOUSAND U.S. DOLLARS ($343,000.00) to provide support to a fisheries project to improve the rural family diet in the Departments of Baja Verapaz, Alta Verapaz, Zacapa and Chiquimula. By providing technical assistance, training and financial resources this project will establish family-managed fish ponds in selected communities, as well as renovate and up-grade existing GOG fisheries stations, as more fully described in the attachment to this Grant entitled "Program Description" and the CARE "Project Proposal," which was submitted to A.I.D. requesting this Grant.

The total estimated cost to A.I.D. for this program is $343,000.00 to cover expenses during a three-year period, and A.I.D. shall not be liable for reimbursing CARE for any costs in excess of this obligated amount.

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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 October 1, 1981 to December 31, 1984.

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," Attachment "B" entitled "Standard Provisions" and Attachment "C" entitled "Administrative and Fiscal Provisions" which have been agreed to by your organization and which constitute an integral part of this Grant Agreement.

Please sign and return to USAID/Guatemala the Statement of Assurance of Compliance, enclosed herein, and this letter to acknowledge your acceptance of the conditions under which these funds have been granted.

Sincerely,

Eliseo Carrasco
Director

Accepted

Virginia H. Ubik
Director
Cooperative for American
Relief Everywhere (CARE)

Attachments

-- Statement of Assurance of Compliance
-- "A" - Program Description
-- "B" - Standard Provisions
-- "C" - Administrative and Fiscal Provisions
-- Basic Guide for the Acquisition and Contracting of Goods and Services under Projects Financed by A.I.D.

ASSURANCE OF COMPLIANCE WITH THE AGENCY FOR INTERNATIONAL DEVELOPMENT REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Cooperative for American Relief Everywhere (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, 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. The Grantee recognizes and agrees that such Federal financial assistance will be extended on reliance on the representations and agreements made in this assurance, and that the United States have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and asignees, 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 (CARE)

BY : Virginia H. Ubik

TYPED NAME: Virginia H. Ubik

TITLE : Director

DATE : September 30,1981

ATTACHMENT "A"

PROGRAM DESCRIPTION

A. PURPOSE OF GRANT

The purpose of this grant is to provide technical advice and resources for rural families in selected communities in the Departments of Baja Verapaz, Alta Verapaz, Zacapa and Chiquimula to be able to establish and manage small fish ponds.

B. BACKGROUND

The rural Guatemalan family neither produces food in sufficient quantity to maintain a minimum diet, nor is able to purchase minimum food requirements in the market. Therefore, the Guatemalan family's diet is inadequate both in terms of caloric intake (39% deficient) and quality of actual dietary components. Analysis of nutrition problems carried out by the Nutritional Institute for Central America and Panama (INCAP) indicate that the diet of the lower-economic segment of the population is 65% deficient in consumption of animal protein and 49% deficient in consumption of combined animal and vegetable protein. This deficiency results in serious malnutrition.

The Government of Guatemala has constructed four fisheries stations to produce fingerlings for distribution to individual pond owners, regardless of socio-economic status. Nevertheless, due to a lack of specialized man-power and adequate operating funds for both fisheries stations and extension services, they have proven ineffective by themselves in demonstrating the benefits and practicality of fish culture to the population at large.

Through this project, the Cooperative for American Relief Everywhere (CARE) in a coordinated effort with the Dirección General de Servicios Pecuarios (DIGESEPE) of the Ministry of Agriculture and the Peace Corps (PC) will improve and intensify agriculture extension to the small farmers specifically through fish culture, as a means to improve their living conditions and the national agricultural production.

Fish is an accepted and desired food and through a pilot project with the Penny Foundation and Peace Corps, it has been demonstrated that the rural family has the ability to understand and practice the management for successful fish production.

The project will involve the entire family and, to a large degree, the women, who in rural Guatemala are generally responsible for tending livestock.

C. PROJECT OBJECTIVE

Under this project CARE plans to improve the diet of paticipating Guatemalan rural families by establishing 3,000 family-managed fish ponds in 35 communities in the Departments of Alta Verapaz, Baja Verapaz, Zacapa and Chiquimula.

Activities will include improvement of the Ministry of Agriculture's existing fisheries stations by providing technically-qualified advisors and supervisors (15 Peace Corp volunteers and 4 trained DIGESEPE agronomists), by renovating and up-grading facilities and their management, and by providing technical equipment for basic experimentation.

Qualified national technicians will be trained through the project to replace the PCVs as intermediate-level field supervisors. Those nationals will be then capable of continuing basic research and directing and supporting the activities of local extensionists.

Thirty-five (35) local promoters/extensionists will be selected from the different communities interested in participating in the program and will be trained in all aspects of fish-production, including fish-pond construction, management, administration; fish culture, production and marketing; methodology of group or community organization and home-economics, including nutrition.

Five (5) mini-fisheries stations will be established by DIGESEPE and the PC to provide ready access of fingerlings to stock family fish ponds.

Through this project, selected families in the target area will be provided with materials and tools for construction of approximately 3,000 family-fish ponds in approximately 35 communities. A functional extension service package will be developed to instruct families in proper construction and management of fish ponds.

The communities will be active collaborators in this program providing contributions in local manpower, supplies and local construction materials, as well as with sites for the construction of fish ponds and mini-stations.

D. IMPLEMENTATION PLAN

The project can be divided into two main activities which, although interrelated and complementary, require distinct inputs and planning to accomplish specific objectives. These two project areas are the fisheries stations and the family fish pond extension services.

1. Fisheries Stations and Mini-Stations

In support of the proposed joint project, three (3) DIGESEPE fisheries stations will produce pond-stock fingerlings, provide facilities to carry out basic experimentation to improve fish-culture management practices and serve as centers for training seminars for extension personnel.

Stations will be improved with material and equipment to guarantee fingerling production of required species and enable implementation of basic experimentation.

Five mini-stations will also be constructed at community level to produce fingerlings locally for timely and dependable stocking and restocking of family-managed ponds. The average size of planned mini-stations is 1,200 square meters consisting of two or more ponds for breeding stock and rearing. Municipal land and water resources will be utilized to develop the mini-stations, which will be constructed with materials and equipment purchased directly by CARE with OPG funds. Controls will be maintained for all deliveries and follow-up visits by CARE personnel. These stations will be managed by project personnel with the community providing subsequent maintenance costs in labor, organic sources for management of pond-water quality and fertility, and supplemental feeding needs.

Trimestral in-service training seminars will be held at fisheries stations to impart practical extension practices and procedures to extensionists.

Cost for in-service training seminars for project personnel will be provided through OPG funding. Inputs will include room and board for seminar participants and materials for preparation of classroom curriculum and field demonstrations. A basic field manual of practical fish-pond culture will be compiled from fisheries station experimental findings and actual extension results to further promote fish culture in Guatemala.

2. Extension Service

An extension service will be developed within DIGESEPE to make possible the promotion of fish culture and direct support to individual families, municipal or communal groups. This support will consist of instructing and supervising the construction, stocking and management of fish ponds. Thirty--five (35) promoters will be selected, trained and supervised in their assigned areas by DIGESEPE personnel and Peace Corps Volunteers (PCVs). The criteria for promoter selection will consist of the following: acceptable level of literacy; positive work attitude; previous leadership responsibilities and qualities; previous experience in promotion of agricultural, social or health fields; bilingual ability (Spanish/Indigenous dialect) if required; basic mathematics; resident of and familiarity with work area; positive social attitude; and organizational skills. The selection of each promoter will be reviewed by DIGESEPE and CARE before hiring. The local promoters and PCVs. and/or DIGESEPE supervisors will work together in all phases of extension activities. Promoters will be financed with OPG funds, but actual contracting and payment will be accomplished by DIGESEPE.

Extension personnel will be equipped with the necessary technical implements to enable pond-water-quality testing, measurement of fish growth, and local transport of fingerlings in rural areas. Also, adequate personnel transportation will be provided through assignment of either a motorcycle, bicycle or horse to each extensionist, depending upon distances between work sites, road conditions and terrain. Additionally, one four-wheel-drive pickup will be purchased to provide transport of fingelings over greater distances and transport of materials from fisheries stations to the communities. All equipment and vehicles will be donated to and maintained by DIGESEPE.

The principal training of local promoters will be through on-the-job instruction and supervision of the PCVs and DIGESEPE technicians. All phases of the project fish-pond culture, from community promotion through evaluation, will be followed by promoters in the development of activities in their assigned area. Record-keeping and reporting of regular visits by promoters to family ponds will be monitored by supervisors. In turn, PCVs and DIGESEPE technicians will visit individual ponds to resolve particular technical problems, evaluate management practices by measurement of pond production and overall condition, and suggest improvement in practices to the pond owner and promoter.

Additionally, three one-week in-service seminars will be staged at fish-culture stations to capacitate local promoters and provide teaching experience for DIGESEPE supervisors in the following general areas: (1) promotion, group formation and motivation; (2) extension methods and economics of fish culture; (3) Fish-pond construction and maintenance; (4) water quality management and fish nutrition; (5) fish reproduction and fish health; (6) family nutrition - inclusion of fish and family diet; (7) evaluation.

DIGESEPE middle-level agronomists and PCVs will collaborate and co-participate in the development of seminar topics, elaboration of educational materials, demostrations and presentation of classes. The Direction of Fisheries and Aquaculture of DIGESEPE will provide technical information and coordination with other international agencies in participation at in-service seminars.

Selection of work areas has been accomplished and was derived through analysis of local topography and soil types, water availability, climate, proximity to fisheries stations and economic need and interest in fish culture of the population. Selection of community groups will be completed in all sites upon assignment of PCVs and DIGESEPE technicians.

E. Reports

The Grantee shall submit the following reports in English:

1. Trimestral progress reports. Two copies of these reports will be provided to USAID/Guatemala.

2. Annual Evaluation Reports. The first report will be due in October 1982. The second will be due in October 1983. Two copies of these evaluation reports will be provided to USAID/Guatemala.

3. A Final Evaluation Report, including an evaluation of the goals of the project on the target families. Four copies to be provided to USAID/Guatemala not later than one month after the termination date of the project.

4. An original and two copies of the report of expenditures, as required by the first paragraph of Attachment "C", Administrative and Fiscal Provisions, to the Director, USAID/Guatemala.

F. BUDGET (A.I.D. Contribution)

This budget is illustrative. Amounts of line items may be adjusted upward or downward up to 15% without prior AID authorization, provided total amount budgeted is not exceeded.

	Estimated Expenditures by Years			
	1st.	2nd.	3rd.	TOTAL
I. Personnel				
1. National Personnel	28,800	57,600	67,200	153,600
II. Materials and Equipment				
U.S. and In-country Purchases	63,000	40,700	24,800	128,500
III. Training Costs				
1. In-country	6,000	10,500	10,500	27,000
2. Third Country	-	3,000	3,000	6,000
3. Training materials Curric. Development	1,000	1,000	1,000	3,000
	7,000	14,500	14,500	36,000
IV. Overhead				
7.92%	7,824	8,742	8,334	24,900
TOTALS	Q106,624	Q121,542	Q114,834	Q343,000

Budget Description:

I. Personnel

Project promoters will be financed with OPG funds but will actually be contracted by DIGESEPE with a salary of Q160.00 per month including benefits as follows:

First year :	15 Promoters X $ 160.00 X 12 months	= $28,800
Second year:	30 Promoters X $ 160.00 X 12 months	= $57,600
Third year :	35 Promoters X $ 160.00 X 12 months	= $67,200
	TOTALS	$153,600

II. Materials and Equipment

The general types of major equipment, approximate quantity and costs, are summarized as follows:

DESCRIPTION OF EQUIPMENT	Quantity	Cost	Totals
A. Technical Kits for PCV's and Extensionists			
Includes portable hatch kits seines, dietetic scales, thermometers, oxygen bottles, PH paper, etc.	15 (PCV's) 35 (Ext.)	$12,000	$12,000
B. Basic Laboratory Equipment			
Laboratory balances	3	$ 600	
Complete kits	3	$ 4,500	
Dissecting scopes	3	$ 1,050	
Glassware & replacement chemical sets	3	$ 1,800	
			$ 7,950
C. Technical Kits Replacement Supplies			
(Includes oxygen refills, cast nets, plastic bags, paper supplies, etc.)	N/A	$ 3,200	3,200
D. Physical Plant Improvement Fisheries Stations and Mini Stations.			
(Includes pipe, motorized pumps, lawn mowers, oxygen cylinders, etc.)	4 stat. 5 mini-Stat.	$12,000 $ 5,000	$17,000

E. Materials for pond Construction

Various hand tools (sets)	10	$ 6,000	
Cement (100 Lbs. sacks)	500	$ 1,800	
Plastic pipe 2" dia. (Yds)	100,000	$13,500	
Metal Screening (sq.ft)	2,000	$ 1,000	
Barbed Wire (yds)	153,000	$ 8,200	
Plastic sheeting (sq.m.)	80,000	$15,600	
			Q46,100

F. Transportation

Motorcycles	15	$22,500	
Bicycles	15	$ 2,250	
Horses	15	$ 5,000	
4-Wheel Drive Pickup	1	$12,500	
			Q42,2 0

TOTAL Q128,500

III. Training Costs

In-country and third-country training have been planned for promoters and supervisors as follows:

First year : 3 one-week seminars for 20 promoters/supervisors at $100 per person: $ 6,000.00

Second year: 3 one-week seminars for 35 promoters/supervisors at $100 per person: $10,500.00

Third year : Same as second year: $10,500.00

For third-country training it is expected that 3 to 5 promoters and/or supervisors will be traveling to Panamá. For this purpose $ 6,000 are being budgeted for second and third project years.

To pay for costs of didactic materials, photographs, filminas and other materials for curriculum development $3,000 are budgeted for total Life of Project.

TOTAL PROJECT BUDGET

1. AID CONTRIBUTION:		
1. Local Promoters	$ 153,600	
2. Equipment and Transport	128,500	
3. Training costs	36,000	
4. Overhead	24,900	
		343,000 (37%)
2. GOG (DIGESEPE) CONTRIBUTION:		
1. CARE Administrative Recovery (Personnel, Travel, Vehicle maint.)	$135,000	
2. Fish stations - Personnel	90,000	
3. Extension vehicle main. and Rep.	24,000	
4. Material Transport	13,000	
		262,000 (28%)
3. PEACE CORPS CONTRIBUTION:		
1. 15 Volunteers	324,000	
		324,000 (35%)
GRAND TOTAL		$929,000

G. SPECIAL PROVISIONS

1. Source and Origin of Goods and Services: Goods and services, except for ocean shipping, financed by A.I.D. under the project shall have their source and origin in the Central American Common Market or in the United States, except as A.I.D. may otherwise agree in writing.

2. Ocean shipping financed by A.I.D. under the project shall, except as A.I.D. may otherwise agree in writing, be financed only on flag vessels of the United States.

3. Prior to any disbursement, or the issuance of any commitment documents under the Grant Agreement the Government of Guatemala shall indicate its agreement to provide an annual payment to CARE of Q45,000 in Administrative Recovery Costs.

4. Prior to any disbursement or the issuance of any commitment documents under the Grant Agreement to finance the budget line items "Materials and Equipment" and "Training Materials," CARE shall furnish for prior A.I.D. approval, an illustrative list of items to be purchased with A.I.D. funds.

5. CARE shall provide A.I.D. with a criteria for selection of communities and families for fish pond constructions, and a Training Plan (in-country and third-country) for prior A.I.D. approval.

6. The Grantee will follow the procurement policies set forth in the Procurement Section of the CARE Overseas Operations Manual, which has been accepted by A.I.D.

ANEXO "B"

DISPOSICIONES GENERALES

A. Costos Permisibles y Pago

El concesionario será reembolsado por los costos incurridos por la ejecución de los propósitos de esta Donación que sean terminados por el Funcionario encargado de las Donaciones como permisibles de acuerdo con las condiciones de la Donación y la Sub-Parte 15.2 de las Regulaciones Federales sobre Compras (FPR) (Principios y Procedimientos a ser Utilizados en Contratos de Suministro e Investigación del Tipo de Reembolso de Costos con las Organizaciones Comerciales) en vigor a la fecha de esta Donación. El pago de los costos permisibles será de acuerdo con el Anexo "C" de esta Donación.

(Cuando las donaciones son hechas a universidades, los principios de costo aplicables deberán ser citados como "Circular Administrativa General 73-8 (Principios de Costos para Instituciones Educativas)."

B. Contabilidad, Registros y Auditoría

El Concesionario mantendrá libros, registros, documentos y otra evidencia de acuerdo con los procedimientos contables del Concesionario para respaldar efectivamente los cargos hechos contra la Donación. El Concesionario deberá preservar y poner a disposición tales registros para ser examinados y auditados por la AID y por el Contralor General de los Estados Unidos, o sus representantes autorizados (1) hasta tres años después de la fecha de terminación del programa y (2) durante un período mayor, si lo hubiere, según sea requerido para completar una auditoría y para resolver todos los asuntos relacionados con los gastos, a menos que se obtenga aprobación escrita por parte del Funcionario Encarga-

ATTACHMENT "B"

STANDARD PROVISIONS

A. 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 Sub-Part 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 Attachment "C" of this Grant.

(When grants are made to universities, the applicable cost principles should be cited as "Federal Management Circular 73-8 (Cost Principles for Educational Institutions)".

B. 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 questions concerning expenditures unless written approval has been obtained from the AID Grant Officer to dispose of the

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do de Donaciones de la AID de disponer de esos registros. La AID observa prácticas de auditoría generalmente aceptadas para determinar que la contabilidad y uso de los fondos de la donación son adecuados.

El Concesionario conviene en incluir los requerimientos de esta cláusula en cualquier convenio subordinado a éste.

C. Reembolsos

(1) Si el uso de los fondos de la Donación origina una acumulación de intereses para el concesionario o para cualquiera otra persona a quien el Concesionario pone a disposición tales fondos para la ejecución de los propósitos de esta Donación, el Concesionario reembolsará a la AID una cantidad equivalente a la cantidad de intereses acumulados.

(2) Los fondos obligados según este documento pero no desembolsados al Concesionario al momento en que la donación venza o se termine, regresarán a la AID, exceptuando los fondos ya comprometidos por el Concesionario por medio de una transacción legal aplicable a esta Donación. Cualesquiera fondos desembolsados pero no gastados por el Concesionario en el momento del vencimiento o terminación de la Donación, serán reembolsados a la AID.

(3) Si, en cualquier momento durante la vigencia de la Donación, la AID determina que los fondos proporcionados según la Donación han sido invertidos para propósitos que no están de acuerdo con los términos de la Donación, el Concesionario reembolsará tales cantidades a la AID.

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.

C. Refunds

(1) 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.

(2) 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 of the Grant shall be refunded to AID.

(3) 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.

D. Empleo con Igualdad de Oportunidades

(Esta disposición se aplica solamente a concesionarios o sub-concesionarios que no sean estadounidenses, ya sea que lleven a cabo su trabajo en los Estados Unidos o que contraten personal en los Estados Unidos para trabajar en el exterior.)

Con relación al empleo de personas en los Estados Unidos según esta Donación, el Concesionario conviene en hacer lo necesario para asegurar la igualdad de oportunidades en sus prácticas de contratación, sin importar raza, religión, sexo, color u origen nacional de tales personas y que, de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964, cuando el trabajo financiado por esta Donación se efectúe en los Estados Undios, ninguna persona podrá, por razones de raza, religión, sexo, color u origen nacional, ser excluída de participar, negarsele beneficios o estar sujeta a discriminación. Además, el Concesionario conviene en cumplir, de acuerdo con su seguridad escrita de cumplimiento, con las disposiciones de la Parte 209 del Capítulo II, Título 22 del Código de Regulaciones Federales titulado "No-Discriminación en Programas de Ayuda Federal de la Agencia para el Desarrollo Internacional - Efectuación del Título VI de la Ley de Derechos Civiles de 1964."

Además, el concesionario conviene en tomar todos los pasos razonables para asegurarse que exista una igualdad en las prácticas de oportunidad de empleo sin tomar en cuenta sexo, religión, edad e impedimentos, de acuerdo con las disposiciones P.L. 92-261, P.L. 93-259, P.L. 93-112 y P.L. 93-508, de manera que cuando se lleve a cabo trabajos financiados con fondos de esta Donación ya sea en

D. Equal Opportunity Employment

(This provision applies only to non-U.S. grantees and sub-grantees that either perform work in the United States or that recruit personnel in the United States to do work abroad.)

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 to 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."

In addition, the grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to sex, religion, age and handicap, in accordance with P.L. 92-261, P.L. 93-259, P.L. 93-112 and P.L. 93-508, when work funded by AID under this Grant is performed in either U.S. or overseas no person shall, on the grounds of sex, religion, age or handicap

los Estados Unidos o en el exterior ninguna persona deberá, en base a su sexo, religión, edad, o impedimentos, ser excluida de la participación, serle negados los beneficios, o estar sujeta a discriminación.

E. Terminación

(1) Por Causa: Esta Donación podrá ser terminada en cualquier momento, total o parcialmente, por el Funcionario Encargado de Donaciones, dando aviso escrito al Concesionario, cuando por cualquier razón determine que tal terminación es en interés del Gobierno.

(2) Por Conveniencia: Esta Donación podrá darse por terminada en cualquier momento por cualquiera de las partes, en su totalidad o en parte, si ambas partes convienen en que la continuación de la Donación no produciría resultados beneficiosos en proporción a una mayor utilización de fondos. Ambas partes deberán estar de acuerdo respecto a las condiciones de terminación, incluyendo la fecha en que entrará en vigor la terminación y, en caso de terminaciones parciales, la porción que se dará por concluida. El convenio de terminación estará estipulado en una carta enviada por el Funcionario Encargado de las Donaciones al Concecionario.

(3) Procedimientos para la Terminación: Al recibir tal aviso y de acuerdo con la notificación de terminación, según se especifica ya sea en el parrafo (1) o (2) anteriores, el Concesionario tomará medidas inmediatas para reducir al mínimo todos los gastos y obligaciones financiadas por esta Donación, y cancelará las obligaciones no liquidadas cuando sea posible. Excepto lo indicado a continuación no se hará ningún otro reembolso

be excluded from participation, be denied benefits, or be subjected to discrimination.

E. Termination

(1) For Cause: This Grant may be terminated for cause at any time, in whole or in part, by the Grant Officer upon written notice to the Grantee, whenever for any reason he/she shall determine that such termination is in the best interest of the Government.

(2) For Convenience: This Grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the Grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the Grant Officer to the Grantee.

(3) Termination Procedures: Upon receipt of and in accordance with a termination notice as specified in either paragraph (1) or (2) above, 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

después de la fecha efectiva de terminación, y el Concesionario, dentro de los treinta (30) días calendario después de la fecha efectiva de tal terminación, deberá reembolsar al Gobierno todas las porciones de fondos no gastados pagados por el Gobierno al Concesionario que no estén obligadas en otra forma por una transacción legal aplicable a esta Donación. Si los fondos pagados por el Gobierno al Concesionario antes de la fecha efectiva de esta terminación de la Donación son insuficientes para cubrir las obligaciones del Concesionario de acuerdo con la transacción legal mencionada, el Concesionario podrá presentar al Gobierno, dentro de los noventa (90) días calendario después de la fecha efectiva de tal terminación, un reclamo escrito cubriendo tales obligaciones y, sujeto a las limitaciones contenidas en esta Donación, el Funcionario encargado de Donaciones determinará la cantidad o cantidades a ser pagadas por el Gobierno al Concesionario según este reclamo, de acuerdo con los Principios de Costos Federales que se apliquen.

the Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Government to the Grantee prior to effective date of the 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 Government within 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 Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal costs principles.

F. Funcionarios Estadounidenses que no se Beneficiarán

No se admitirá que ningún miembro o delegado del Congreso o comisionado residente sea admitido, que participe o forme parte de esta Donación o de cualquier beneficio que se derive de la misma; pero esta disposición no se interpretará como que cubre esta Donación si se hace con una corporación para su beneficio.

F. U. S. Officials Not to Benefit

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

G. Acuerdo Contra Honorarios Contingentes

El Concesionario garantiza que ninguna persona o agencia de ventas ha sido empleada o retenída para solicitar u obtener esta Donación por medio de un convenio o entendimiento por una comisión

G. 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 contingent fee except bona fide employees or bona

porcentaje, corretaje u honorario contingente, excepto los empleados o agencias comerciales o de ventas establecidas de buena fé que sean mantenidas por el Concesionario para el propósito de obtener el negocio. En caso de violación de esta garantía, la AID tendrá el derecho de cancelar esta Donación sin ninguna responsabilidad y, a su discreción, deducir de la Donación, o recuperar en otra forma la cantidad total de cada comisión, porcentaje, corretaje y honorarios contingentes.

H. No Responsabilidad

La AID no asume responsabilidad con respecto a cualquier reclamo por daños que resultaren por trabajo relacionado con sus donaciones.

I. Enmienda

El Convenio de Donación puede ser enmendado por medio de modificaciones formales al documento básico de la donación o por medio de un intercambio de cartas entre el Funcionario Encargado de Donaciones de la AID y un funcionario adecuado del Concesionario.

J. Convenio de Donación

El Convenio de Donación está constituido por la Carta al Concesionario firmada por el Funcionario Encargado de Donaciones así como la Descripción del Programa, las Disposiciones Generales y las Disposiciones de Pago que han sido revisadas y aceptadas por el Concesionario.

K. Avisos

Cualquier aviso dado por cualquiera de las partes de esta Donación será suficiente únicamente si está por escrito y

fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For break 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 brokerage, or contingent fee.

H. Nonliability

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

I. 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.

J. Grant Agreement

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

K. Notices

Any notices given by any of the parties hereunder, shall be sufficient only if in writing and delivered in

es entregado en persona o enviado por telégrafo, cable o correo regular o certificado como sigue:

Director de la Misión AID en Guatemala
Embajada Americana
Avenida La Reforma 7-01, Zona 10
Ciudad de Guatemala, Guatemala

Al Concesionario: A la dirección del Concesionario que aparece en esta Donación o a cualquiera otra dirección que dispongan laspartes por medio de aviso dado según se indica aquí. Los avisos serán efectivos cuando sean entregados de acuerdo con esta cláusula o en la fecha efectiva del aviso, lo que sea más tarde.

L. Viajes y Transporte

(Esta Disposición se aplica cuando, dentro de la Donación, puede reembolsarse transporte aéreo o embarques domésticos o internacionales.)

(1) El Funcionario encargado de Donaciones por este medio aprueba los viajes internacionales especificados aquí por los que el Concesionario obtendrá anuencia escrita por parte de la oficina técnica involucrada de la AID antes de enviar a cualquier persona fuera de Guatemala para efectuar trabajos según esta Donación. Para este propósito el Concesionario informará al Gerente del Proyecto por lo menos con treinta (30) días de anticipación de cualquier viaje a ser efectuado fuera de Guatemala. Después de recibir la aprobación el Concesionario proporcionará a la Misión de la AID o Embajada de los Estados Unidos de América involucrada, el aviso anticipado con una copia al funcionario encargado del proyecto de la fecha de llegada y vuelo de los viajeros financiados por la Donación.

person or sent by telegraph, cable, registered or regular mail as follows:

Director, USAID/Guatemala
American Embassy
Avenida La Reforma 7-01, Zona 10
Guatemala City, Guatemala

To the Grantee: At Grantee's address shown in this Grant, or to such other address as either of 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.

L. Travel and Transportation

(This Provision is applicable when domestic or international air travel or shipments are reimbursable under the Grant.)

(1) The Grant Officer hereby approves international travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant technical office in AID pior to sending any individual outside Guatemala to perform work under the Grant. For this purpose the Grantee shall advise the Project Manager at least thirty (30) days in advance of any travel to be undertaken outside Guatemala. After concurrence is received the Grantee shall provide the cognizant USAID/Guatemala or U.S. Embassy advance notification with a copy to the project officer of the arrival date and flight identification of Grant-financed travellers.

(2) El viaje a ciertos países, a opción de la AID, será financiado con moneda local, propiedad de los Estados Unidos. Cuando la AID intente hacer uso de esta opción, lo notificará al Concesionario después de recibir aviso de la intención de viajar, según se indica anteriormente. La AID emitirá una Solicitud Gubernamental de Transporte (GTR) la cual el Concesionario podrá cambiar por boletos, o la AID emitirá los boletos directamente. El uso de tales monedas propiedad de E.E. U.U. constituirá un cargo a esta Donación.

(3) Todos los viajes aéreos internacionales según esta Donación se harán en transporte con bandera de los Estados Unidos. Las excepciones a esta regla serán permitidas en las situaciones que se enumeran a continuación, siempre que el Concesionario certifique los hechos en el comprobante de pago u otros documentos retenidos como parte de los registros de esta Donación para respaldar su reclamo por reembolso así como para la auditoría posterior:

(a) Cuando el viajero, al encontrarse en tránsito, tiene que esperar 6 o más horas para transbordar a una aeronave bajo bandera estadounidense para proceder a su destino, o

(b) Cuando el vuelo de una aeronave bajo bandera estadounidense sea interrumpido por una parada que se anticipa que será de 6 horas o más para reabastecimiento de combustible, recarga, reparación, etc. y que ningún otro vuelo de una aeronave bajo bandera estadounidense está disponible durante el período de 6 horas, o

(c) Cuando en un solo vuelo o en combinación con otras aeronaves bajo

(2) Travel to certain countries shall at AID's option, be funded from U. S.-owned local currency. When AID intends to exercise this option, it will also notify the Grantee after receipt of advice of intent to travel required above. AID will issue a Government Transportation Request (GTR) which the Grantee may exchange for tickets, or AID will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this Grant.

(3) All international air travel under this Grant shall be made on United States flag carriers. Exceptions to this rule will be allowed in the following situations provided that the Grantee certifies to the facts in the voucher or other documents retained as part of his grant records to support his claim for reimbursement and for post audit:

(a) Where the traveler, while enroute, has to wait 6 hours or more to transfer to a U.S. flag air carrier to proceed to the intended destination, or

(b) Where a flight by a U.S. flag carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc. and no other flight by a U.S. flag carrier is available during the 6 hour period, or

(c) Where by itself or in combination with other U.S. flag carriers

bandera estadounidense (si no hubiere disponibilidad de aeronaves bajo bandera estadounidense) le tomara 12 o más horas del aeropuerto de origen al aeropuerto de destino para completar el programa del Concesionario que si se utilizara aeronave(s) que no están cubiertas bajo la bandera estadounidense, o

(d) Cuando el tiempo de viaje que transcurra en un vuelo programado desde el aeropuerto de origen al de destino en aeronave(s) no cubierta(s) bajo bandera estadounidense sea de 3 horas o menos, y los servicios de la(s) aeronave(s) bajo bandera estadounidense involucren el doble de tal tiempo de viaje.

NOTA: Cuando se utilicen fondos del Gobierno de los Estados Unidos para reembolsar al Concesionario la utilización de aeronaves no cubiertas bajo bandera estadounidense para transporte internacional, el Concesionario incluirá una certificación en el formulario voucher que involucre tal transporte la cual esencialmente será como sigue:

CERTIFICACION DE INACCESIBILIDAD DE AERONAVES BAJO BANDERA ESTADOUNIDENSE: Por este medio certifico que no existía disponibilidad de servicio de transporte para el personal (y sus efectos personales) o pertenencias en una aeronave bajo bandera estadounidense por la(s) siguiente(s) razon(es): (Estipule la(s) razon(es) como se indica con anterioridad; vea el 41 CFR 1-1.323-3 para mayor guía).

(4) Los costos permisibles por viaje serán reembolsados de acuerdo con las Regulaciones Federales de Viaje (FTR);

(if U.S. flag air carriers are "unavailable") it takes 12 hours or longer from the original airport to the destination airport to accomplish the Grantee's program than would service by a non-U.S. flag air carrier or carriers, or

(d) When the elapsed traveltime on a scheduled flight from origin to destination airports by non-U.S. flag carrier(s) is 3 hours or less, and services by U.S. flag air carrier(s) would involve twice such traveltime.

NOTE: Where U.S. Government funds are used to reimburse Grantee's use of other than U.S. flag air carriers for international transportation, the Grantee will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS: I hereby certify that the transportation service for personnel (and their personal effects) or property by U.S. flag air carrier was unavailable for the following reason(s): (State appropriate reason(s) as set forth above; see 41 CFR 1-1.323-3 for further guidance).

(4) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR); how-

sin embargo, si la política y procedimientos para transporte doméstico e internacional del Concesionario han sido revisadas y aprobadas por AID o por otro departamento o agencia Federal de acuerdo con los principios de costos Federales, el Concesionario podrá utilizar su sistema de costos permisibles para viajes en lugar de las FTRs después que haya proporcionado al Funcionario Encargado de Donaciones una copia de tal aprobación.

ever, if the Grantee's mestic and international travel allowance policies and procedures have been reviewed and approved by AID or another Federal department or agency pursuant to the applicable Federal cost principles, the Grantee may use its travel allowance system in lieu of the FTRs after it has furnished the Grant Officer with a copy of such approval.

M. Convenios Subordinados

La colocación de convenios subordinados (por ejemplo, arrendamientos, opciones, etc.), donaciones o contratos con otras organizaciones, firmas o instituciones y las disposiciones de tales convenios subordinados están sujetos al consentimiento por escrito previo del Funcionario encargado de Donaciones si son financiados según este Convenio. En ningún caso, tal convenio subordinado, donación o contrato será efectuado a base de costo más porcentaje del costo. Los contratistas subordinados (incluyendo proveedores) serán seleccionados sobre una base competitiva al máximo posible, de acuerdo con las obligaciones y requisitos de esta Donación.

M. Subordinate Agreements

The placement of subordinate agreements (e.g., leases, options, etc.) grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder. In no event shall any such subordinate agreement, grant or contract be on a cost-plus-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this Grant.

N. Tarifas de Gastos Generales Negociadas - Para Instituciones Que No Sean Educativas

(Esta Disposición se aplica a instituciones que no sean educativas).

De acuerdo con las disposiciones de esta cláusula que se indican a continuación, se establecerá una tarifa de gastos administrativos o generales para cada uno de los períodos contables del Concesionario durante la vigencia de esta Donación. Pendientes del establecimiento de una

N. Negotiate Overhead Rates - Other Than Educational Institutions

(This Provisions is applicable to other than educational institutions.)

Pursuant to this provision, 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, the parties have agreed that provisional payments on account of allowable indirect costs

tarifa final, las partes han convenido en que los pagos provisionales a cuenta de los costos indirectos permitidos se harán sobre una tarifa en la base, y durante el período mencionado en el Anexo "A" a esta Donación.

(2) Tan pronto como sea posible, pero no más tarde de noventa (90) días después del cierre de cada uno de sus períodos contables durante la vigencia de esta Donación, el Concesionario deberá presentar al Oficial Encargado de Donaciones, con copias al Departamento de Gastos Administrativos y Especiales, División de Asistencia, Oficina de Administración de Contratos, AID, Washington, D. C., y a la oficina del Auditor General, AID, Washington, D. C., una tarifa final propuesta para el período juntamente con los datos sobre costos. La negociación de las tarifas finales o definitivas de gastos administrativos por el Concesionario y el Funcionario Encargado de Donaciones se iniciarán lo antes posible después de recibir la propuesta del Concesionario.

(3) La permisibilidad de los costos y aceptabilidad de los métodos de asignación de costos serán determinadas de acuerdo con la Sub-Parte 1-15.2 (Contratos con Organizaciones Comerciales) de las Regulaciones Federales de Compras en vigor a la fecha de esta Donación.

(4) Los resultados de cada negociación serán determinados en un convenio escrito con tarifas de gastos administrativos ejecutados por ambas partes. Tal convenio deberá especificar (a) las tarifas definitivas aceptadas, (b) las bases sobre las cuales se aplican y (c) los períodos por los cuales se aplican. El convenio de tarifas de

shall be made at the rate, on the base and for the period shown in Attachment "A" to this Grant.

(2) 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.

(3) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with subpart 1-15.2 (Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this Grant.

(4) The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such agreement shall specify (a) the agreed final rates, (b) the bases to which the rates apply, and (c) the periods for which the rates apply. The overhead rate agreement shall not change any monetary ceiling, Grant obligation,

gastos administrativos no cambiará ningún tope monetario, obligación de la Donación o costos específicos permitidos y no permitidos según esta Donación.

(5) Pendientes del establecimiento de tarifas definitivas para gastos administrativos por cualquier período, el Concesionario será reembolsado ya sea con base en tarifas negociadas provisionalmente según se indica o con base en tarifas de facturación aceptables al Funcionario Encargado de Donaciones sujeto al ajuste adecuado cuando las tarifas definitivas para ese período hayan sido establecidas. Para evitar diferencias considerables en los pagos (de más o de menos) las tarifas provisionales o de facturación, a solicitud de cualquiera de las partes, podrán ser revisadas mutuamente, ya sea retroactiva o anticipadamente. Cualquier disposición de este tipo, por tarifas provisionales según esta cláusula, serán indicada en una modificación a esta Donación.

O. Publicaciones

(1) Si el Concesionario tiene la intención de identificar la contribución de la AID en cualquier publicación resultante, el Concesionario consultará con la AID sobre la naturaleza del reconocimiento, antes de su publicación.

(2) El Concesionario proporcionará al Gerente del Proyecto una copia de todos los trabajos publicados desarrollados bajo esta Donación. El Concesionario deberá proporcionar al Gerente del Proyecto las listas de otro trabajo escrito producido bajo esta Donación.

(3) En caso de que los fondos de la Donación se utilicen para sufragar los costos de la publicación, en vez de que

or specific costs allowance or disallowance provided for in this Grant.

(5) 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.

O. Publications

(1) If it is the Grantee's intention to identify AID's contribution to any publication resulting from this Grant, the Grantee shall consult with AID on the nature of the acknowledgement prior to publication.

(2) The Grantee shall provide the Project Manager with one copy of all published works developed under the Grant. The Grantee shall provide the Project Manager with lists of other written work produced under the Grant.

(3) In the event grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming

el editor asuma este costo como es la práctica usual, cualquier ganancia o regalías de la cantidad de ese costo será acreditada a la Donación.

(4) El Concesionario queda permitido para obtener derechos de autor de cualquier publicación producida o compuesta bajo esta Donación. Siempre que el Concesionario convenga y, por este medio, otorgue al Gobierno una licencia libre de regalías, no exclusiva e irrevocable en todo el mundo, para utilizar, duplicar, revelar o disponer de tales publicaciones en la forma y para el propósito que sea, y permitir a otros que lo hagan.

P. Título y Uso de la Propiedad

(Esta disposición se aplica cuando el Gobierno otorga título solamente al Concesionario.)

El título de toda la propiedad financiada según esta Donación será otorgada al Concesionario sujeto a las siguientes condiciones:

(1) El Concesionario no podrá cargar cualquier depreciación, amortización o uso de cualquier título de propiedad que permanezca con el Concesionario según esta disposición dentro de esta Donación o cualquier donación, sub-donación, contrato o sub-contrato del Gobierno de los Estados Unidos.

(2) El Concesionario conviene en usar y mantener la propiedad para el propósito de la Donación, de acuerdo con los requisitos del párrafo 1.T del Capítulo I, Manual 13.

(3) Con relación a los renglones que tengan un costo adquisitivo de $1,000 o más, y cuyo título sea otorgado al Concesionario, el Concesionario conviene:

this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

(4) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable licence throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose and to permit others to do so.

P. Title to and Use of Property

(This provision is applicable when the Government costs title in the Grantee only.)

Title to all property financed under this Grant shall vest in the Grantee, subject to the following conditions:

(1) The Grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the Grantee under this provision under this Grant or any other U.S. Government Grant, sub-grant, contract or sub-contract.

(2) The Grantee agrees to use and maintain the property for the purpose of the Grant in accordance with the requirements of paragraph 1.T of Chapter I, Handbook 13.

(3) With respect to item having an acquisition cost of $1,000 or more, title to which vests in the Grantee, the Grantee agrees:

X 29

(a) Informar eventualmente al Funcionario Encargado de Donaciones cuando estos sean adquiridos y mantener un sistema de control que permita su identificación y localización inmediata.

(b) Transferir el título de tales renglones al Gobierno de acuerdo con una solicitud escrita emitida por el Funcionario Encargado de Donaciones en cualquier momento antes del pago final de la Donación.

Q. Propiedad Personal en Exceso Proporcionada por el Gobierno

(Esta disposición se aplica cuando se proporciona propiedad personal dentro de la Donación.)

La política y procedimientos del Manual 16, "Propiedad Excedente", y las disposiciones apropiadas del 41 CFR 101-43 se aplican a propiedad excedente proporcionada por el Gobierno bajo esta Donación.

R. Prohibición de las Actividades Relacionadas con Abortos

Los fondos disponibles bajo esta Donación no se utilizarán para respaldar actividades como las siguientes: (1) Compra o distribución de equipo que sea destinado para el propósito de inducir abortos como un método de planificación familiar; (2) honorarios especiales o incentivos para las mujeres para coaccionarlas o motivarlas a tener abortos; (3) pagos a personas para que efectúen abortos; (4) información, educación, adiestramiento o programas educativos que tengan por objetivo la promoción del aborto como método para el control de la natalidad.

(a) To report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.

(b) To transfer title to any such items to the Government in accordance with any written request therefor issued by the Grant Officer at any time prior to final payment under this Grant.

Q. Government Furnished Excess Personal Property

(This provision applies when personal property is furnished under this Grant.)

The policies and procedures of Handbook 16, "Excess Property", and the appropriate provisions of 41 CFR 101-43 apply to the Government furnished excess property under this Grant.

R. Prohibition on Abortion Related Activities

No funds made available under this Grant will be used to support the following activities; (1) procurement or distribution of equipment intended to be used for the purpose of inducting abortions as a method of family planning; (2) special fees or incentives to women to coerce or motivate them to have abortions; (3) payments to persons to perform abortions or to solicit persons to undergo abortions; (4) information, education, training, or education programs that seek to promote abortion as a method of family planning.

S. Limitación de Fondos

(1) Se estima que el costo para el Gobierno por la ejecución de esta Donación no excederá el costo estimado contenido en el Programa*. Y el Concesionario conviene en usar sus mejores esfuerzos para efectuar el trabajo especificado en el Programa y todas las obligaciones según esta Donación dentro de tal costo estimado.

(2) La cantidad actualmente disponible para pago y asignada a esta Donación, los renglones cubiertos y el período de ejecución que se estima que cubrirá la cantidad asignada, están especificados en el programa. Se contempla que eventualmente fondos adicionales serán asignados a esta Donación hasta llegar al costo estimado total contenido en el Programa. El Concesionario conviene en efectuar o hacer que se efectúe el trabajo de esta Donación hasta el punto en que la cantidad total pagada y pagadera por el Gobierno de acuerdo con los términos de esta Donación se aproxime, pero no exceda, la cantidad total realmente asignada a la Donación.

(3) Si en cualquier momento el Concesionario tiene razón para creer que los costos en que él espera incurrir en la ejecución de esta Donación en los 60 días sucesivos, cuando se agregue a todos los costos previamente incurridos, excederá del 75 por ciento de la cantidad total entonces asignada a la Donación, el Concesionario deberá notificar al Funcionario Encargado de Donaciones, por escrito, a este efecto. El aviso deberá indicar la cantidad es-

* Programa significará el Anexo "A" a esta Donación

S. Limitation of Funds

(1) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in the Schedule* and the Grantee agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this grant within such estimated cost.

(2) The amount presently available for payment and allotted to this Grant, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this Grant up to the full estimated cost set forth in the Schedule. The Grantee agrees to perform or have performed work on this Grant up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Grant approximates but does not exceed the total amount actually allotted to the Grant.

(3) If at any time the Grantee has reason to believe that the costs which he expects to incur in the performance of this Grant in the next succeeding 60 days, when added to all cost previously incurred, will exceed 75 per cent of the total amount then allotted to the Grant, the Grantee shall notify the Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in

* Schedule shall mean Attachment "A" to this Grant.

timada de fondos adicionales requeridos para continuar la ejecución por el período contenido el el Programa. Sesenta (60) días antes de finalizar el período especificado en el Programa, el Concesionario informará al Funcionario Encargado de Donaciones, por escrito, sobre la cantidad estimada de fondos adicionales, si los hubiere, que serán necesarios para la ejecución oportuna del trabajo según la Donación o para el período que sea especificado en el Programa o que sea acordado en otra forma por las partes. Si, después de tal notificación, no se asignan fondos adicionales, al finalizar el período indicado en el Programa o ha sido substituido por una fecha para el mismo, el Funcionario encargado de Donaciones, a solicitud escrita del Concesionario, terminará esta Donación de acuerdo con las disposiciones de la cláusula de "Terminación" en esa fecha. Si el Concesionario, en el ejercicio de su juicio razonable, estima que los fondos disponibles le permitirán continuar con la ejecución de sus obligaciones según este documento por un período más allá de esa fecha, deberá especificar esta fecha en su solicitud y el Funcionario Encargado de Donaciones, a su discreción, podrá terminar esta Donación en esa fecha postergada.

(4) Excepto cuando sea requerido por otras disposiciones de esta Donación citando específicamente y determinando como una excepción de esta cláusula, el Gobierno no estará obligado a reembolsar al Concesionario por costos incurridos en exceso de la cantidad total eventualmente asignada a la Donación y el Concesionario no estará obligado a continuar la ejecución de la Donación (incluyendo acciones según la cláusula de "Terminación") o en otra forma incurrir en costos en exceso de la cantidad asignada a la Donación a menos que y hasta que el

the Schedule. Sixty days prior to the end of the period specified in the Schedule the Grantee will advise the Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the provisions of the "Termination" clause on such date. If the Grantee, in the exercise of his reasonable judgment, estimated that the funds available will allow him to continue to discharge its obligations hereunder for a period extending beyond such date, he shall specify the later date on his request and the Grant Officer, in his discretion, may terminate this Grant on that later date.

(4) Except as required by other provisions of this Grant specifically citing and stated to be an exception from this clause, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount from time to time allotted to the Grant, and the Grantee shall not be obligated to continue performance under the Grant (including actions under the "Termination" clause) or otherwise to incur costs in excess of the amount allotted to the Grant, unless and until the Grant Officer has notified the Grantee in writing that such allotted

Funcionario encargado de Donaciones haya notificado al Concesionario por escrito que tal cantidad asignada ha sido aumentada y ha especificado en tal aviso una cantidad aumentada que constituya la cantidad total entonces asignada a la Donación. En lo que la cantidad asignada exceda el costo estimado incluido en el Programa, tal costo estimado deberá ser aumentado correspondientemente. Ningún aviso, comunicación o representación en cualquier otra forma o de cualquier otra persona que no sea el Funcionario Encargado de Donaciones afectará la cantidad asignada a esta Donación. En ausencia del aviso especificado, el Gobierno no estará obligado a reembolsar al Concesionario por cualquier costo en exceso de la cantidad total asignada a la Donación, ya sea que tales costos en exceso hayan sido incurridos durante el curso de la Donación o como resultado de la terminación.

Cuando, y en lo que, la cantidad asignada a la Donación haya sido aumentada, cualquier costo incurrido por el Concesionario en exceso de la cantidad previamente asignada será permisible en la misma forma en que si tales costos hubieran sido incurridos después de tal aumento en la cantidad asignada; a menos que el Funcionario Encargado de Donaciones emita un aviso de terminación u otro, e indique que el aumento es únicamente para el propósito de cubrir gastos de terminación u otros especificados.

(5) Nada en esta cláusula afectará el derecho del Gobierno de terminar esta Donación. En caso que esta Donación sea terminada, el Gobierno y el Concesionario negociarán una distribución equitativa de toda la propiedad producida o comprada bajo esta Donación basado en la proporción de costos incurrida por cada uno.

T. Compra de Bienes y Servicios por un Valor Menor de $250,000

(Esta disposición se aplica cuando el

amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to the Grant. To the extent the amount allotted exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication, or representation in any other form or from any person other than the Grant Officer shall affect the amount allotted to this Grant. In the absence of the specified notice, the Government shall not be obligated to reimburse the Grantee for any costs in excess of the total amount then allotted to the Grant, whether those excess costs were incurred during the course of the Grant or as a result of termination.

When and to the extent that the amount allotted to the Grant had been increased, any costs incurred by the Grantee in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted; unless the Grant Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(5) Nothing in this clause shall affect the right of the Government to terminate this Grant. In the event this Grant is terminated, the Government and the Grantee shall negotiate an equitable distribution of all property produced or purchased under the Grant based upon the share of costs incurred by each.

T. Procurement of Goods and Services Under $250,000

(This provision is applicable when

elemento de compra total (ej., la suma de todas las órdenes de compra y contratos por bienes y servicios) no exceda de $250,000).

(1) Bienes y Servicios que No Son Elegibles

Bajo ninguna circunstancia el Concesionario podrá comprar bajo esta Donación ninguno de los siguientes artículos:

(a) Equipo militar,

(b) Equipo de vigilancia,

(c) Artículos y servicios para el respaldo de actividades policíacas o de otras actividades que velen por el cumplimiento de la ley,

(d) Equipo y servicios para efectuar abortos,

(e) Artículos de lujo y equipo para juegos de azar, o

(f) Equipo para modificar el clima.

(Para una discusión más detallada sobre este asunto, véase el Manual No. 1, Suplemento B, Capítulo 4D).

Si AID determina que el Concesionario ha comprado dentro de esta Donación cualquiera de los bienes y servicios que no son elegibles y que se especifican arriba y ha recibido reembolso para ese propósito, el Concesionario conviene en restituir a AID el monto total de la compra.

(2) Bienes Restringidos

El Concesionario no comprará ninguno de los bienes o servicios que

the total procurement element (i.e., the sum of all purchase orders and contracts for goods and services) of this Grant does not exceed $250,000).

(1) Ineligible Goods and Services

Under no circumstances shall the Grantee procure any of the following under this Grant:

(a) Military equipment,

(b) Surveillance equipment,

(c) Commodities and services for support of police or other law enforcement activities,

(d) Abortion equipment and services,

(e) Luxury goods and gambling equipment, or

(f) Weather modification equipment.

(For a more detailed discussion of subject, see AID Handbook No. 1, Supplement B, Chapter 4D.)

If AID determines that the Grantee has procures any of the ineligible goods and services specified above under this Grant, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase.

(2) Restricted Goods

The Grantee shall not procure any of the following goods and services from a

se mencionan a continuación de una fuente no proveniente de los Estados Unidos (ej., otras que no se incluyan en el Código Geográfico de AID 000) sin la previa autorización por escrito otorgada por el Funcionario Encargado de Donaciones:

(a) Artículos agrícolas,

(b) Vehículos automotores,

(c) Farmacéuticos

(d) Insecticidas

(e) Plastificantes,

(f) Equipo usado, o

(g) Propiedad excedente del Gobierno de los Estados Unidos de América.

(Para una discusión más [illegible]llada sobre este asunto, véase el [illegible] 1, Suplemento B, Capítulo 4C.)

Si AID determina que el Concesionario ha comprado bajo esta Donación cualquiera de los bienes restringidos especificados arriba sin la previa autorización por escrito del Funcionario Encargado de Donaciones, y ha recibido reembolso para tal propósito, el Concesionario conviene en restituir a AID el monto total de la compra.

(3) Fuente Geográfica y Orden de Preferencia

Excepto si se aprobare específicamente o fuera indicado de antemano por el Funcionario Encargado de Donaciones en el Párrafo T.(2) anterior, todos los bienes (ej., equipo, materiales y suministros) y servicios, los costos que han de ser reembolsados bajo esta Donación y que serán

non-U.S. source (i.e., other than AID Geographic Code 000) without the prior written authorization of the Grant Officer:

(a) Agricultural commodities,

(b) Motor vehicles,

(c) Pharmaceuticals,

(d) Pesticides,

(e) Plasticizers,

(f) Used equipment, or

(g) U.S. Government-owned excess property.

(For a detailed discussion of the subject, see AID Handbook No. 1, Supplement B, Chapter 4C.)

If AID determines that the Grantee has procured any of the restricted goods specified above under this Grant, without the prior written authorization of the Grant Officer, and has received reimbursement for such purpose, the Grantee agrees to refund to AID the entire amount of the purchase.

(3) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer under paragraph T.(2) above, all other goods (e.g., equipment, materials, and supplies) and services, the costs of which are to be reimbursed under this Grant and which will be

financiados con dólares de los Estados Unidos, deberán ser comprados en y embarcados solamente desde países del "Mundo Libre Especial" (ej., Código Geográfico de AID 935) de conformidad con el siguiente orden de preferencia:

(a) Los Estados Unidos (Código Geográfico de AID 000),

(b) Países del "Mundo Libre Selecto" (Código Geográfico de AID 941),

(c) El país cooperante,

(d) Países del "Mundo Libre Especial" (Código Geográfico de AID 935).

(4) Aplicación del Orden de Preferencia

Cuando el Concesionario compra bienes y servicios de otras fuentes que no sean los Estados Unidos de América, dentro del orden de preferencia indicado en el párrafo T.(3) anterior, éste deberá documentar sus archivos para justificar cada instancia. La documentación deberá indicar las circunstancias que rodearon la compra y deberá estar basada en una o más de las siguientes razones, las cuales estarán indicadas en la documentación del Concesionario:

(a) la compra tenía una naturaleza de emergencia, la cual no permitiría el retraso que acompañaría la solicitud a fuentes estadounidenses,

(b) la diferencia de precios en la compra a fuentes estadounidenses excedía en un 50% o más al precio de entrega que otorgaban fuentes no estadounidenses,

(c) consideraciones políticas locales impidieron tomar en consideración a fuentes estadounidenses,

financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

(a) The United States (AID Geographic Code 000),

(b) "Selected Free World" countries (AID Geographic Code 941),

(c) The cooperating country,

(d) "Special Free World" countries (AID Geographic Code 935).

(4) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources under the order of preference in T.(3) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

(a) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U S. sources,

(b) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(c) impelling local political considerations precluded consideration of U.S. sources,

(d) los bienes o servicios no se encontraban disponibles de fuentes estadounidenses, o

(e) la compra de bienes o servicios disponibles localmente, opuesta a la compra de bienes y servicios estadounidenses, promueve de mejor manera los objetivos del Programa de Ayuda al Exterior bajo la Donación.

(5) El Sistema de Compras del Concesionario

(a) El Concesionario podrá utilizar sus propias políticas y procedimientos de compra simpre y cuando estén de acuerdo con los requisitos acerca de la fuente geográfica y del orden de preferencia de esta disposición y con los párrafos 3 y 4 del Anexo 0 de la Circular OMB No. A-110.

(b) Si las políticas y los procedimientos de compra del Concesionario han sido confrontadas con los requisitos para compras de los párrafos 3 y 4 del Anexo 0 de la Circular OMB No. A-110 y han sido aprobados por AID o por otro departamento o agencia Federal, el Concesionario deberá proporcionar al Funcionario Encargado de Donaciones una copia de tal aprobación; de otra manera, las políticas y los procedimientos de compra del Concesionario deberán estar conforme los requisitos especificados en la Circular OMB No. A-110. (Véase al Manual de AID No. 13, Capítulo 1, párrafo 1U.)

(6) Pequeñas Empresas

Para permitir a AID, de acuerdo con las disposiciones para pequeñas empresas contenidas en la Ley de Ayuda al Exterior de 1961, y sus enmiendas, dar una oportunidad a las pequeñas empresas de los Estados Unidos de participar en proporcionar artículos y servicios comprados con fondos de esta Donación, el Concesionario

(d) the goods or services were not available from U.S. sources, or

(e) procurement of locally available goods or services, as opposed to procurement of U.S. goods and services would best promote the objectives of the Foreign Assistance Program under the Grant.

(5) The Grantee's Procurement System

(a) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraphs 3 and 4, Attachment 0 of OMB Circular No. A-110.

(b) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraphs 3 and 4 of Attachment 0 to OMB Circular No. A-110 and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer a copy of such approval; otherwise the Grantee's procurement policies and procedures shall conform to the specified requirements of OMB Circular No. A-110. (See AID Handbook 13, Chapter 1, paragraph 1U.)

(6) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, 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

X 37

deberá, hasta donde le sea posible, proporcionar la siguiente información a la Oficina de Pequeñas Empresas, AID, Washington, D. C. 20523, por lo menos 45 días antes (excepto cuando se solicite un período de tiempo más corto, y autorizado por la Oficina de Pequeñas Empresas) de colocar cualquier orden o contrato que exceda de $25,000:

(a) Una descripción general breve y cantidad de los bienes o servicios;

(b) Fecha límite para recibir cotizaciones, propuestas o licitaciones; y,

(c) Dirección en donde podrán obtenerse las invitaciones o las especificaciones.

(7) Proveedores Que No Son Elegibles

Los fondos proporcionados bajo esta Donación no podrán ser utilizados para la compra de cualquier artículo o de servicios relacionados con la compra de mercadería proporcionados por cualquier proveedor cuyo nombre aparezca en la Lista de Proveedores que No Son Elegibles dentro de el Reglamento 8 de AID, "Proveedores de Artículos y de Servicios Relacionados con la Compra de Mercadería No Elegibles para ser Financiados por AID" (22 CFR 208). El Concesionario conviene en revisar tal lista antes de iniciar cualquier compra, el costo de la cual deberá ser reembolsado bajo esta Donación. AID proporcionará al Concesionario una copia de esta lista.

U. Embarque Marítimo de los Bienes

(Esta disposición se aplica cuando los costos de embarques marítimos son reembolsables dentro de la Donación.)

(1) El 50% de todos los embarques marítimos internacionales efectuados por el Concesionario, a ser financiados por esta

possible, provide the following information to the Small Business Office, AID, Washington, D. C. 20523 at least 45 days prior (except where a shorter time is requested of, and granted by the Small Business Office) to placing any order or contract in excess of $25,000:

(a) Brief general description and quantity of goods or services;

(b) Closing date for receiving quotations, proposals, or bids; and,

(c) Address where invitations or specifications can be obtained.

(7) Ineligible Suppliers

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 Commodity-Related Services Ineligible for AID Financing" (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this Grant. AID will provide the Grantee with this list.

U. Ocean Shipment of Goods

(This provision is applicable when ocean shipment costs are reimbursable under the Grant.)

(1) 50% of all international ocean shipment made by the Grantee, to be financed hereunder, shall be made on

Donación, deberán ser efectuados en naves bajo bandera estadounidense. Cuando no haya disponibilidad de naves bajo bandera estadounidense, o que su utilización resulte en un retraso significante, el Concesionario podrá solicitar una exención de este requisito a la División Auxiliar para Transportes, Oficina de Administración de Artículos, AID, Washington, D.C. 20523, notificando las bases para la solicitud.

(2) Cuando la División Auxiliar para Transportes de AID otorgue y emita al Concesionario una determinación que indique que no hay naves bajo bandera estadounidense disponibles, los costos de embarques marítimos hechos en naves bajo banderas extranjeras, según se nombra en la determinación, serán elegibles para reembolso bajo la Donación. En todos los casos, los formularios voucher presentados por el Concesionario para su reembolso bajo la Donación que incluyan costos de embarques marítimos incluirán una certificación que esencialmente será como sigue: "Por este medio certifico que una copia de cada documento de embarque concerniente ha sido presentada a la Administración Marítima, Centro de Control de Carga Preferencial, Edificio de Comercio, Washington, D.C. 20523, y que tal(es) documento(s) de embarque indican todos los cargos del transportista incluyendo las bases para el cálculo de los mismo tales como peso o medidas cúbicas e indican el número de donacion de AID que se aplica".

(3) Los embarques hechos por agencias de ayuda voluntarias no lucrativas (ej., organizaciones privadas voluntarias) deberán estar gobernadas por los párrafos (1) y (2) anteriores y por la Reglamento No. 2 de AID, "Embarques Internacionales de Artículos Efectuados por Agencias de Ayuda Voluntarias No Lucrativas" (22 CFR 202).

U.S. flag vessels. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may request a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, giving the basis for the request.

(2) When the AID Transportation Support Division makes and issues a determination to the Grantee that U.S. flag vessels are not available, the ocean shipment costs on foreign flag vessels, as named in the determination, will be eligible for reimbursement under the Grant. In all instances Grantee vouchers submitted for reimbursement under the Grant which include ocean shipment costs will include a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20523, and that such bill(s) of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement, and indicate the applicable A.I.D. Grant Number."

(3) Shipments by voluntary non-profit relief agencies (i.e., PVO's) shall be governed by paragraphs (a) and (b) above and by AID Regulation 2, "Overseas Shipments of Supplies by Voluntary Non-Profit Relief Agencies" (22 CFR 202).

ANEXO "C"

DISPOSICIONES ADMINISTRATIVAS Y FISCALES

Cada mes, o a intervalos menores, según se convenga por anticipado, el Donatario deberá presentar al Contralor de AID un formulario Voucher SF 1034 (original) y un formulario SF 1034-A (tres copias) debiendo identificar cada documento con el número adecuado de la donación, en la cantidad de gastos efectuados el mes anterior. El documento deberá is respaldado por un original y dos copias de un informe presentado como sigue:

Monto de la Donación	$xxx
Gastado Este Período	$xxx
Gastado a la Fecha (Por Renglones)	$xxx

1.
2.
3.

El informe incluirá la siguiente certificación:

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

POR:_____

TITULO:_____

FECHA:_____

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

ANNEX "C"

ADMINISTRATIVE AND FISCAL PROVISIONS

Each month, or at less frequent intervals, as agreed upon in advance. Grantee will submit to the AID Controller, Voucher From 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 certified that the above represents funds expended during the period described in accordance with the Grant Agreement."

BY:_____

TITLE:_____

DATE:_____

The vouchers will be supported by receipts for all expenditures.