PDKAV026

ENMIENDA AL CONVENIO DE DONACION
ENTRE
LOS ESTADOS UNIDOS DE AMERICA A TRAVES DE LA
OFICINA REGIONAL PARA PROGRAMAS CENTROAMERICANOS
(ROCAP)
EN NOMBRE DE LA
AGENCIA PARA EL DESARROLLO INTERNACIONAL (AID)
Y LA
SECRETARIA PERMANENTE DEL TRATADO GENERAL DE
INTEGRACION ECONOMICA CENTROAMERICANA
(SIECA)

PROJECT GRANT AGREEMENT AMENDMENT
BETWEEN
THE UNITED STATES OF AMERICA, ACTING THROUGH
THE REGIONAL OFFICE FOR CENTRAL AMERICAN PROGRAMS
(ROCAP)
ON BEHALF OF THE
AGENCY FOR INTERNATIONAL DEVELOPMENT (AID)
AND
THE PERMANENT SECRETARIAT OF THE GENERAL TREATY FOR
CENTRAL AMERICAN ECONOMIC INTEGRATION
(SIECA)

596-0147-G-00-5110-00

TITULO DEL PROYECTO - PROJECT TITLE	NUMERO - PROJECT NUMBER
Proyecto de Investigación de Políticas Económicas Economic Policy Research Project	596-0147

ENMIENDA No. - AMENDMENT No.	FECHA DEL CONVENIO ORIGINAL DATE OF ORIGINAL AGREEMENT
CUATRO - FOUR	Agosto 30, 1988 - August 30, 1988

CONSIDERANDO, que AID y SIECA firmaron un Convenio para la Investigación de Políticas Económicas el 30 de agosto de 1988 (al cual nos referiremos como "Convenio"); y

WHEREAS, AID and SIECA entered into a Project Grant Agreement for the Economic Policy Research Project on August 30, 1988 (hereinafter referred to as the "Agreement"); and

CONSIDERANDO, que la AID desea agregar fondos;

WHEREAS, AID wishes to add funds;

POR LO TANTO, AID y SIECA convienen en lo siguiente:

NOW, THEREFORE, AID and SIECA agree as follows:

1. El Artículo 3 del Convenio se enmienda por medio de los siguientes cambios a las secciones 3.1 y 3.2:

1. Article 3 of the Agreement is amended by revising Section 3.1 and 3.2 as follows:

"Sección 3.1. La Donación. Para asistir a SIECA en el financiamiento de los costos de ejecución del Proyecto, la AID, de conformidad con la Ley de Asistencia Externa de 1961 y sus enmiendas, acuerda donar a SIECA, bajo los términos de este Convenio, una cantidad adicional que no exceda de Cuatrocientos Noventa y Cinco Mil Dólares Estadounidenses (EU$495,000) ("Donación"), con lo cual la contribución de ROCAP, a la fecha, asciende a Un Millón Cuatrocientos Noventa y Cinco Mil Dólares Estadounidenses (EU$1,495,000) de acuerdo al presupuesto adjunto. La donación puede ser utilizada para financiar costos en moneda extranjera, según se define en la Sección 6.1, y costos en moneda local, según se define en la Sección 6.2 de bienes y servicios necesarios para el Proyecto."

"Section 3.1. The Grant. To assist SIECA to meet the costs of carrying out the agreed activities of the Project, AID, pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant SIECA under the terms of this Agreement an additional amount not to exceed Four Hundred Ninety Five Thousand United States Dollars (US$495,000), ("Grant"), making ROCAP's contribution to date One Million Four Hundred Ninety Five Thousand United States Dollars (US$1,495,000) in accordance with the attached budget. The grant may be used to finance foreign exchange costs as defined in Section 6.1, and local currency costs as defined in Section 6.2 of goods and services required for the Project."

"Sección 3.2. Recursos del Donatario (SIECA) para el Proyecto.
(b) Los recursos proporcionados por el Donatario en calidad de contrapartida para esta extensión no serán menores del equivalente a Ciento Sesenta y Nueve Mil Dólares Estadounidenses (EU$169,000), incluyendo los costos sufragados en especie."

"Section 3.2. Grantee (SIECA) Resources for the Project.
(b) The resources provided by the Grantee as a counterpart for this extension will not be lower than the equivalent of One Hundred Sixty Nine Thousand United States Dollars (US$169,000) including the costs borne on a "in-kind" basis.

2. Se adiciona la Sección 5.5 en la siguiente forma:
Sección 5.5. Auditorías.
Las partes convienen en realizar una Auditoría anual a SIECA usando fondos del Proyecto. Detalles de esta actividad aparecen en el Anexo III a esta enmienda, el cual pasa a ser parte de las Disposiciones Generales (Anexo 2 del Convenio original).

3. Section 5.5 must be added as follows:
Section 5.5. Audits.
The parties agree to perform an annual Audit to SIECA using Project funds. Details of this activity appear in Annex III to this Amendment, which becomes part of the Standard Provisions (Annex 2 to the original Agreement)

3. Excepto por las enmiendas estipuladas aquí, el Convenio seguirá en plena vigencia.

3. Except as amended hereby, the Agreement shall remain in full force and effect.

POR EL DONATARIO - FOR THE GRANTEE	POR LA AGENCIA PARA EL DESARROLLO INTERNACIONAL - FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT
Rafael Rodríguez Loucel	Irenemaree Castillo
FIRMA - SIGNATURE	FIRMA - SIGNATURE
TITULO - TITLE	TITULO - TITLE
Secretario General, SIECA Secretary General, SIECA	Directora Regional, ROCAP Regional Director, ROCAP
FECHA - DATE	FECHA - DATE
8.30.91	8.30.91

ANEXO I

DESCRIPCION DEL PROYECTO

El propósito de este Proyecto con SIECA es mejorar la calidad de análisis de investigación económica sobre asuntos críticos de política así como elevar el nivel de comprensión pública y diálogo sobre esos asuntos.

SIECA ha realizado importantes investigaciones y divulgación de estudios bajo este Proyecto y ha atraído la atención de las entidades privadas de Centroamérica (Asociación de Exportadores, Cámaras de Industria, etc.) y de oficiales del sector público con ideas sobre cómo promover exportaciones no tradicionales. Investigación adicional en otros temas (Problemas de protección efectiva en Centroamérica, análisis de los impactos que resultan la reducción de tarifas, análisis de los Acuerdos de Comercio con terceros países, etc.), ha sido completada y discutida en seminarios llevados a cabo conjuntamente con INCAE.

Las nuevas actividades para el Proyecto incluyen investigación adicional y diálogo de políticas sobre temas que están siendo definidos en discusiones con otras instituciones regionales en base a las declaraciones de los Presidentes Centroamericanos, que incluyen el reforzamiento del proceso de integración económica regional y la preparación de Centroamérica para su participación en programas de gran importancia como la Iniciativa para las Américas, la Asociación para la Democracia y Desarrollo, etc. El Proyecto ayudará a SIECA a ser una entidad eficiente para que participe efectivamente en todas las actividades que surjan en Centroamérica.

ANNEX I

PROJECT DESCRIPTION

The purpose of this Project with SIECA is to improve the quality of economic research analysis on critical policy issues and to raise the level of public understanding and dialogue on those issues.

SIECA has performed important research and dissemination of studies under this Project and has attracted the attention of Central American private entities (Exporter's Association, Chambers of Industry, etc.) and officials of the public sector with ideas on how to promote non-traditional regional exports. Additional research on other topics (Problems of effective protection in C.A., impacts resulting from tariff reducing, analysis of Trade Agreements with third countries, etc.), has been completed and discussed at seminars held in conjunction with INCAE.

Current activities for the Project include additional research and policy dialogue on topics that are being defined in discussions with other regional institutions on the basis of different declarations of the Central American Presidents, including the strengthening of the regional economic integration process and preparation of Central America for its participation in important international programs i.e. the Initiative for the Americas, the Partnership for Democracy and Development, etc. The Project will support SIECA to become an efficient entity to effectively participate in all these activities.

Enmienda No. 4
Amendment No. 4

PROYECTO DE INVESTIGACION DE POLITICAS ECONOMICAS No. 596-0147
ECONOMIC POLICY RESEARCH PROJECT No. 596-0147
SIECA
PRESUPUESTO ILUSTRATIVO/ILLUSTRATIVE BUDGET

ARTICULO LINE ITEM		PREVIOUS TOTAL	FY-91 OBLIGATION	NEW TOTAL
01	Sueldos Salaries	317,610	0	317,610
02	Viajes Travel	28,910	5,400	34,310
03	Viáticos/hotel/alimentos Per diem/hotel/food	51,948	5,000	56,948
04	Artículos Commodities	135,945	0	35,945
05	Otros Costos Directos Other Direct Costs	76,153	23,300	99,453
06	Subdonaciones/Subcontratos Subgrants/Subcontracts	356,934	397,800	54,734
07	Misceláneos Miscellaneous	32,500	63,500	96,000
	TOTAL	1,000,000	495,000	1,495,000

1/ Sujeto a la aprobación del Oficial del Proyecto. (Incluye $59,500 para seminarios)
Subject to approval of Project Officer. (Includes $59,500 for seminars)

(4) Unallowable costs, direct or indirect, include but are not limited to the following examples: Advertising, bad debts, contingencies, entertainment, fines and penalties, interest, fund raising, investment management costs, losses on other awards, taxes, first class air fare unless specifically approved. Additionally, public information service costs are unallowable as indirect costs.

(b) Prior to incurring a questionable or unique cost, the grantee should obtain the grant officer's written determination as to whether the cost will be allowable.

* 2. ACCOUNTING, AUDIT, AND RECORDS (MAY 1991)

(a) The grantee shall maintain books, records, documents, and other evidence relating to the AID-sponsored project or program in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantive charges to this grant. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the grant, receipt and use of goods and services acquired under the grant, the costs of the program supplied from other sources, and the overall progress of the program. The grantee records and subgrantee records which pertain to this grant shall be retained for a period of three years from the date of expiration of this grants and may be audited by AID and/or its representatives. The grantee shall insert this paragraph (a) in all subgrants valued in excess of $10,000.

(b) If the grantee receives $25,000 per year or more under this grant, the grantee agrees that it shall have an audit made of the funds provided under this grant and of the financial statements of the organization as a whole. The grantee shall select an independent auditor in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the AID Inspector General. The audit shall be a financial audit performed in accordance with such guidelines and in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States. Audits shall be performed annually.

(c) The audit report shall be submitted to AID within 30 days after completion of the audit, but the audit shall be completed and the report submitted not later that 13 months after the close of the grantee's fiscal year. The AID Inspector General will review this report to determine whether it complies with the audit requirements of this grant. No audit costs may be charged to this grant if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, AID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed. *

* (d) The grantee shall require subgrantees that receive $25,000 or more per year under this grant to have audits performed in accordance with the requirements of this provision. The subgrantee's audit report shall be submitted to the grantee within 30 days after completion of the audit, but the audit shall be completed and the report submitted not later than 13 months after the close of the subgrantee's fiscal year. The grantee shall ensure that appropriate corrective actions are taken on the recommendations contained in subgrantees' audit reports; consider whether subgrantees' audits necessitate adjustment of its own records; and require each subgrantee to permit independent auditors to have access to records and financial statements as necessary. *

3. REFUNDS (SEPTEMBER 1990)

(a) The grantee shall remit to AID all interest earned on funds provided by AID.

(b) Funds obligated by AID but not disbursed to the grantee at the time the grant expires or is terminated shall revert to AID, except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant. Any funds advanced to but not expended by the grantee at the time of expiration or termination of the grant shall be refunded to AID except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant.

(c) AID reserves the right to require refund by the grantee of any amount which AID determines to have been expended for purposes not in accordance with the terms and conditions of this grant, including but not limited to costs which are not allowable in accordance with the applicable Federal cost principles or other terms and conditions of this grant. In the event that a final audit has not been performed prior to the closeout of this grant, AID retains the refund right until all claims which may result from the final audit have been resolved between AID and the grantee.

4. REVISION OF GRANT BUDGET (MAY 1986)

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant award process.

(b) The grantee shall immediately request approval from the grant officer when there is reason to believe that within the next 30 calendar days a revision of the approved grant budget will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) Additional funding is needed.

(3) The grantee expects the amount of AID authorized funds to exceed its needs by more than $5,000 or five percent of the AID award, whichever is greater.