

PDWAZ III



AGENCY FOR INTERNATIONAL DEVELOPMENT

UNITED STATES OF AMERICA AID MISSION TO HONDURAS

AMERICAN EMBASSY
Tegucigalpa, Honduras

AUG 30 1979

ms. Maria Celina Kawas Castillo
Technical Director
ASEPADE
Apartado Postal No.444
Tegucigalpa, D.C.

Subject: Grant No. 931-0003

Dear Ms. Kawas:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to Asesores para el Desarrollo (hereinafter referred to as "ASEPADE" or "Grantee) the sum of \$63,089 to provide support for a program in research on income dynamics of the urban poor as more fully described in the attachment to this Grant entitled "Program Description."

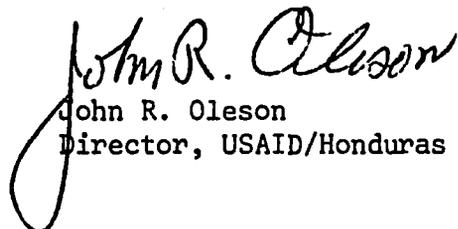
This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period 9/1/79 through 5/1/81.

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

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

Please return the Statement of Assurance of Compliance and the original and six (6) copies of this Grant to USAID.

Sincerely yours,

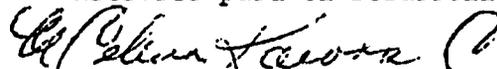

John R. Oleson
Director, USAID/Honduras

Attachments:

1. Program Description
2. Standard Provisions
3. Statement of Assurance of Compliance

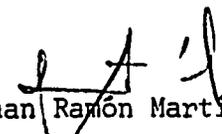
ACCEPTED:

Asesores para el Desarrollo


By: María Celina Kawas Castillo

Title: Director Técnico

Date: August 30, 1979


Juan Ramón Martínez
Executive Director

FISCAL DATA

Appropriation : 872-1191021.6
Allotment : 946-36-099-0020-91
PIO/T No. : 931-0003-3698880
Project No. : 931-0003
Total Grant Amount: \$ 63,089

PROGRAM DESCRIPTION

A. PURPOSE OF GRANT

The purpose of this Grant is to provide support for a study of the Income Dynamics of Urban Poor Households in Tegucigalpa, Honduras. Quantifiable measurement of said income dynamics will be analyzed by selecting a sample of approximately 200 households and interviewing one or more representatives of each household twice each month for a period of 12 months. Qualitative measurement will be obtained by household observation and community-level study over a period of approximately 12 months in the neighborhoods where the family sample frame is located.

The data gathered will be useful both for the design of assistance programs for the urban poor and for the subsequent analysis of their marginal impact upon income levels, expenditure patterns, and labor force participation of urban poor households. The results of the study will contribute to the assessment of urban areas being conducted by USAID and the Government of Honduras, especially to the profile and analysis of constraints of the urban poor.

B. SPECIFIC OBJECTIVES

The specific objectives of this Grant are as follows:

1. To describe the urban poor of Tegucigalpa, explaining the use of their time and the manner in which they survive;
2. to analyze the relationships among urban poverty, migration, and the opportunities present in the urban environment;
3. to relate the phenomenon of urban poverty to the process of development, both of Tegucigalpa and of the country at large, as it affects specific families and households.
4. to determine and describe the income and expenditure patterns, and the internal economy, of a sample of urban poor households which live in critical poverty;
5. to analyze the network of social relations of the families and the effects of this network on patterns of household economic survival;
6. to describe the type of barrio, the relationships among neighbors, their identity and degree of attachment with the barrio;
7. to analyze the migratory patterns of the families in the sample; and

8. to determine and describe the level of participation of the women and minors in the support of the family, through the analysis of the use of their time and the remunerated activities that they perform.

C. IMPLEMENTATION

To achieve the above objectives, the Grantee shall carry out the following activities with funds provided by this Grant:

1. Review relevant literature and refine the research design, especially with respect to research hypotheses and data collection methodology.
2. Select the sample of families, using the SAPLAN income survey 1977 as the basic frame of reference, along with other urban surveys.
3. Design the data collection instruments, pre-test them in selected locations, and revise the design as necessary.
4. Select and train interviewers and coders for the 12-month survey.
5. Select and train members of the families that are in the sample.
6. Collect data over a 12-month period from the sample of families and at the neighborhood level .
7. Process data on a monthly basis throughout the survey period.
8. Analyze and interpret the data collected and draft the final report of the research.

D. REPORTING

1. Fiscal Reports

The Grantee will submit quarterly Financial Reports and a final report using the standardized Financial Status Report, SF269. These reports shall be on an accrual basis and shall be submitted no later than 30 days after the end of each specified reporting period for quarterly reports and 90 days for the final report. The report period shall be the yearly period commencing and ending on the last day of the month of the grant's anniversary.

The Request for Advance of Reimbursement, Form SF270, shall be the standardized form for requesting advances or reimbursements.

2. Program-Performance Reports

The Grantee shall monitor performance under the Grant to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. A technical performance report will be submitted quarterly; along with the fiscal report, briefly presenting the following information for the research program:

- a. A comparison of actual accomplishments with the goals established for the period.
- b. Reasons why established goals were not met.
- c. Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

A final technical report will be submitted within 90 days of the termination date of the Grant Agreement. Between the quarterly reporting dates, the Grantee shall inform AID as soon as the following types of conditions become known, i.e., problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, or prevent the meeting of time, schedules, and goals. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any AID assistance needed to resolve the situation.

3. AID Monitoring

The role of USAID in administration of this Grant is to measure and evaluate the Grantee's progress in achieving goals and objectives of the Grant, rather than in managing the implementation of the research to be conducted. To this end, in addition to the reports cited above, the AID Project Officer shall make site visits as frequently as practicable to:

- a. review program accomplishments and management control systems, and
- b. provide such technical assistance as may be required.

4. First Quarterly Report

Prior to initiating data collection, AID will review and approve the final detailed design of the study, to be included in the technical report for the first quarter. It

will be the responsibility of the AID Project Officer to provide written approval to the Grantee within 15 days after receipt of the report, including any suggested or required modifications.

E. BUDGET

Cost Element (Illustrative)	Total Estimated Cost From 11/79 to 4/81		Total Obligated Cost From 11/79 to 4/81	
	U.S. \$s	Lemps.	U.S. \$s	Lemps.
1. Salaries	6,700	132,472	-0-	89,478
2. Travel	5,028	3,120	-0-	2,600
3. Equipment and Material		32,200		25,600
4. Participant Costs		4,000		4,000
5. Office Rental		4,500		4,500
T O T A L	\$ 11,778	L. 176,292	-0-	L. 126,178

The Grantee may not exceed the total amount of the funds obligated against the Budget. Adjustments among the line items are unrestricted.

F. CONTRACT ADMINISTRATIVE COSTS

This Grant will not be utilized to reimburse Grantee overhead rates. The costs of administering this contract have been estimated in the Budget, not to exceed \$2,250 for the 18-month period for payment of one quarter of the Grantee's administrator salary, \$2,250 for 18 months for payment of one quarter of office rental, and \$3,600 for other administrative expenses such as telephone, equipment, postage as supported by appropriate receipts or other documentation as determined acceptable by the Grant Officer.

G. TITLE OF PROPERTY

Title to all property financed under this Grant shall vest in the Grantee, subject to the conditions set forth in Article 9 of the Standard Provisions

STANDARD PROVISIONS

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1. ALLOWABLE COSTS AND PAYMENT (OTHER THAN EDUCATIONAL INSTITUTIONS)

The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant Officer to be allowable in accordance with the terms of this Grant and Subpart 15.2 (Contracts with Commercial Organizations) of the Federal Procurement Regulations (41 CFR 1-15.2) in effect on the date of this Grant. Payment of allowable costs shall be in accordance with the payment provision of this Grant.

2. ACCOUNTING, RECORDS, AND AUDIT

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

3. REFUNDS

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

4. EQUAL OPPORTUNITY IN EMPLOYMENT

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

- (a) With regard to the employment of persons in the U.S. under this Grant, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, 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, 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."
- (b) 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 A.I.D. under this grant is performed in either the U.S. or overseas no person shall, on the grounds of sex, religion, age or handicap, be excluded from participation, be denied benefits, or be subjected to discrimination.

5. LIMITATION OF FUNDS

- (a) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in Attachment 1 (hereinafter referred to as "the Schedule") to this Grant, and the Grantee agrees to perform the work specified in the Schedule and all obligations under this Grant within such estimated cost.
- (b) The amount presently available for payment and obligated under the Grant, the items covered thereby, and the period of performance which it is estimated the obligated amount will cover, are specified in the Schedule. It is contemplated that from time-to-time additional funds will be obligated under 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 obligated under the Grant.

- (c) If at any time the Grantee has reason to believe that the costs which it expects to incur in the performance of this Grant in the next succeeding 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then obligated under 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 the Schedule. Thirty 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 obligated 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 "Termination" provision of this Grant on such date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligations hereunder for a period extending beyond such date, it shall specify the later date in its request and the Grant Officer, in his discretion, may terminate this Grant on that later date.
- (d) Except as required by other provisions of this Grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the Grant, and the Grantee shall not be obligated to continue performance under the Grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the Grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant. To the extent the amount obligated 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 obligated under 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 obligated under 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 obligated under the Grant has been increased, any costs incurred by the Grantee in excess of the amount previously obligated shall be allowable to the same extent as if such costs had been incurred after such increase in the amount obligated; 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.

- (e) Nothing in this provision 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 cost incurred by each.

6. PAYMENT--PERIODIC ADVANCE

- (a) Each quarter after the initial cash advance, the Grantee shall submit to the AID Controller voucher form SF 1034 (original) and SF 1034-A (three copies); i.e., "Public Voucher for Purchases and Services Other Than Personal."
- (b) Each voucher shall be identified by the appropriate Grant number and shall be accompanied by an original and three copies of a report in the following format:

FEDERAL CASH ADVANCE STATUS REPORT

(Report Control No. W-245)

- A. Period covered by this report:
Period covered by the next report:

FROM (month, day, year) _____ FROM (month, day, year) _____
TO (" " ") _____ TO (" " ") _____

B. Cash Advance Use and Needs

- 1) Cash advance on hand at the beginning of this reporting period. \$ _____
- 2) U.S. Treasury check advance(s) received during this reporting period \$ _____
- 3) Interest earned on cash advance during this reporting period. \$ _____
- 4) GROSS cash advance available during this reporting period (Lines 1, 2, & 3) . . \$ _____
- 5) LESS, interest remitted to AID during this reporting period. \$ _____

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- 6) NET cash advance available during this reporting period (Line 4 minus Line 5) \$ _____
- 7) Total disbursements during this reporting period, including subadvances, (see footnote 1) \$ _____
- 8) Amount of cash advances available at the end of this reporting period (Line 6 minus Line 7). \$ _____
- 9) Projected disbursements, including subadvances, for the next reporting period (see footnote 2) \$ _____
- 10) Additional cash advance requested for the next reporting period (Line 9 minus Line 8). \$ _____
- 11) Total interest earned on cash advance from the start of the Grant to the end of this reporting period, but not remitted to AID). \$ _____
- 12) Total cash advances to subgrantees, if any, as of the end of this reporting period \$ _____

FOOTNOTES:

1. The Grantee shall submit a cumulative detailed report of disbursements by BUDGET line item quarterly; the monthly cash advance status report does not require a detailed report of disbursements.

2. The Grantee shall attach to this summary a detailed projection, by BUDGET line item, of its anticipated needs for the next reporting period.

C. Certification

The undersigned hereby certifies: (1) that the report in para. B. 9 above represents the best estimates of funds needed for the disbursements to be incurred over the period described, (2) that appropriate refund or credit to the Grant will be made in the event of disallowance in accordance with the terms of the Grant, (3) that appropriate refund or credit to the Grant will be made in the event funds are not expended,

and that any interest accrued on the funds made available herein will be refunded to AID.

BY _____

DATE _____ TITLE _____

- (c) AID funds shall not be commingled with other Grantee owned or controlled funds. The Grantee shall deposit all AID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.

7. TRAVEL AND TRANSPORTATION

- (a) The Grant Officer hereby approves international travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant Project Officer in AID prior to sending any individual outside the United States to perform work under the Grant. For this purpose the Grantee shall advise the Project Officer at least 30 days in advance of any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant Mission or U.S. Embassy advance notification (with a copy to the Project Officer) of the arrival date and flight identification of Grant financed travelers.
- (b) Travel to certain countries shall, at AID's options, be funded from U.S.-owned local currency. When AID intends to exercise this option, it will so 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.
- (c) All international air travel and all international air shipments 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 and other documents retained as part of his Grant records to support his claim for reimbursement and for post audit:
- (1) Where the traveler, while enroute, has to wait six (6) hours or more to transfer to U.S. flag air carrier to proceed to the intended destination, or
 - (2) Where a flight by a U.S. flag air carrier is interrupted by a stop anticipated to be six (6) hours or more for

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for refueling, reloading, repairs, etc. and no other flight by a U.S. flag air carrier is available during the six (6) hour period, or

- (3) Where by itself or in combination with other U.S. flag air carriers (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
- (4) When the elapsed travel-time on a scheduled flight from origin to destination airports by non-U.S. flag air carrier(s) is three hours or less, and services by U.S. flag air carrier(s) would involve twice such travel-time.

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).

- (d) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR); however, if the Grantee's domestic 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.

8. PROCUREMENT OF GOODS AND SERVICES UNDER \$250,000

(a) Ineligible Goods and Services

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

- (1) military equipment,
- (2) surveillance equipment,

- (3) commodities and services for support of police or other law enforcement activities,
- (4) abortion equipment and services,
- (5) luxury goods and gambling equipment, or
- (6) weather modification equipment.

If AID determines that the Grantee has procured 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.

(b) Restricted Goods

The Grantee shall not procure any of the following goods or services from a non-U.S. source (i.e., other than AID Geographic Code 000) without the prior written authorization of the Grant Officer:

- (1) agricultural commodities,
- (2) motor vehicles,
- (3) pharmaceuticals,
- (4) pesticides,
- (5) plasticizers,
- (6) used equipment, or
- (7) U.S. Government-owned excess property.

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.

(c) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer under paragraph 15(b) 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 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:

- (1) the United States (AID Geographic Code 000),
- (2) "Selected Free World" countries (AID Geographic Code 941)
- (3) the cooperating country,
- (4) "Special Free World" countries (AID Geographic Code 935)

(d) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in 15(c) 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:

- (1) the procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (2) the price differential for procurement from U.S. sources exceeded by 50% or more the delivered from the non-U.S. source,
- (3) impelling local political considerations precluded consideration of U.S. sources,
- (4) the goods or services were not available from U.S. sources, or
- (5) 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.

(e) The Grantee's Procurement System

- (1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this Grant and paragraph 1U.3. of Chapter 1, AID Handbook 13.
- (2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraph 1U.3. and have been approved by AID or other 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 those specified in paragraph 1U.3. of Chapter 1, AID Handbook 13.

(f) 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 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:

- (1) Brief general description and quantity of goods or services;
- (2) Closing date for receiving quotations, proposals, or bids; and
- (3) Address where invitations or specifications can be obtained.

(g) 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 Commodities and 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.

9. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

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

- (a) 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, subgrant, contract or subcontract.
- (b) The Grantee agrees to use and maintain the property for the purpose of the Grant in accordance with the requirements of paragraph 1T of Chapter 1, Handbook 13.
- (c) With respect to nonexpendable property having an acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

- (1) 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.
- (2) 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.

10. PUBLICATIONS

- (a) 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.
- (b) 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.
- (c) In the event Grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.
- (d) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant in accordance with paragraph 1T8.b. of Chapter 1, Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license 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.

11. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

The Grantee's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

12. TERMINATION

- (a) 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.

- (b) 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.
- (c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) 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 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 cost principles.

13. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

(This provision is applicable only to the Grantee's U.S. and third country national employees; it is not applicable to the Grantee's cooperating country national employees.)

- (a) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government Offices or facilities for support while so engaged.
- (b) The sale of personal property or automobiles by Grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed

by the Mission, except as this may conflict with host government regulations.

- (c) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage directly or indirectly, either in his own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which he is assigned, nor shall he make loans or investment to or in any business, profession, or occupation in the foreign countries to which he is assigned.
- (d) The Grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any Grantee employee is not in accordance with the preceding paragraphs, the Grantee's chief of party shall consult with the Mission Director and the employee involved and shall recommend to the Grantee a course of action with regard to such employee.
- (f) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- (g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the Grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

14. 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, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of paragraph 1U, Chapter 1 of AID Handbook 13. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-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.

15. U.S. OFFICIALS NOT TO BENEFIT

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

16. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the Grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

17. NONLIABILITY

AID does not assume liability with respect to any third party claims for damages arising out of work supported by this Grant.

18. AMENDMENT

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

19. THE GRANT

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

20. NOTICES

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

To the AID Grant Officer: USAID/Honduras, American Embassy,
Tegucigalpa

To Grantee: ASEPADE, Apartado Postal 444, Tegucigalpa, D. C.
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 provision, or on the effective date of the notice, whichever is later.

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

ASESORES PARA EL DESARROLLO (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 received 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 in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Grantee.

(Grantee)
BY (Signature) *Maria Celina Kawas Castillo* TITLE: Director Técnico
María Celina Kawas Castillo DATE: August 30, 1979