

<b>CONTRACT / AGREEMENT DATA SHEET</b>		1. M/SER/AAM/A/SUP Action Monitor	2. Date PIO/T Received in M/SER/AAM/A/SUP 1 1
COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS			
3. Contract/Agreement/Number <u>527-0313-C-00-7786-00</u>		<u>PDFB/129</u>	
4. Contractor/Recipient Name <u>COMISION FULBRIGHT DE INTERCAMBIO EDUCATIVO</u>		5. Contractor/ Acronym	
6. Project Title <u>ANDEAN PEACE SCHOLARSHIP PROGRAM</u>		7. Project Number	
8. Project Officer's Name <u>V. DE FERRERO</u>		9. Bureau or USAID Symbol <u>USAID/LIMA</u>	
10. PIO/T Number <u>527-0313-3-70081</u>		21. Budget Plan Code <u>LES 7-87-25527-K613</u>	
11. TYPE OF ACTION A. New Acquisition/Assistance B. Amendment/Modification 1. New/Revised Scope 2. Funded Extension 3. No Cost Extension 4. Transfer of action from AID/W to Mission/Mission to AID/W 5. Incremental Funding 6. Overhead Rate Adjustment 7. Contract Clossout 8. Other  CEPR or FAR <u>FAR</u>		22. Country or Region of Performance <u>PERU</u>	
<b>A</b>		23. A. This Action Increases or Decreases TEC by \$ <u>0</u>	
		B. Total Estimated Cost of Contractual Document \$ <u>980,787</u>	
12. Amount of this PIO/T U.S. \$ <u>139,340</u>		24. Amount of Non-Federal Funds Pledged to the Project <u>0</u>	
13. Amount <input checked="" type="checkbox"/> Obligated <input type="checkbox"/> Subobligated <input type="checkbox"/> Deobligated by this Contract or Amendment U.S. \$ <u>125,713</u>		25. Effective Date of this Action <u>9 28 87</u>	
14. Cumulative Obligation (Life of Contract) U.S. \$ <u>225,713</u>		26. Estimated Completion/Expiration Date <u>9 30 91</u>	
15. This Action Funded Through <u>9 30 91</u>		27. Contractor DUNS Number <u>-</u>	
16. Date Contractual Documents Signed by AID Official <u>9 24 87</u>		28. Consultant Type Award <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
17. Incrementally Funded Contracts <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		29. Number of Person Months (PASA/RSSA only) <u>N/A</u>	
18. Host Country/Counterpart Institution (University Contracts) <u>N/A</u>		30. Number of Persons (PASA/RSSA only) <u>N/A</u>	
19. Campus Coordinator (University Contracts) <u>N/A</u>		31. CONTRACT TYPE A. Fixed Price (specify: <input type="checkbox"/> FFP <input type="checkbox"/> FPRD <input type="checkbox"/> FPEPA <input type="checkbox"/> FPI) B. Cost Reimbursement (specify: <input checked="" type="checkbox"/> CR <input type="checkbox"/> CPFF <input type="checkbox"/> CS <input type="checkbox"/> CPAF <input type="checkbox"/> CPIF) C. IOC and Requirements Contracts D. Grant/CA/PASA/RSSA E. Contracts with Individuals	
20. ADVANCE A. No Advance B. Advance Non-FRLC C. Advance FRLC  <b>B</b>		<b>B</b>	
32. Negotiator's Typed Name		33. Negotiator's Signature	
35. Contract/Grant Officer's Organization Symbol <u>RCO/QUITO</u>		36. Contract/Grant Officer's Signature <u>[Signature]</u>	
		37. Date Signed <u>9 24 87</u>	

ENTERED  
12/18/87

<b>CONTRACT/AGREEMENT DATA SHEET</b>	1. M/SER/AAM/A/SUP Action Monitor	2. Date PIO/T Received in M/SER/AAM/A/SUP  / /
------------------------------------------	--------------------------------------	---------------------------------------------------------

COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement/Number <b>527-0313-C-00-7786-00</b>	
4. Contractor/Recipient Name <b>COMISION FULBRIGHT DE INTERCAMBIO EDUCATIVO</b>	5. Contractor Acronym
6. Project Title <b>ANDEAN PEACE SCHOLARSHIP PROGRAM</b>	7. Project Number <b>527-0313</b>
8. Project Officer's Name <b>V. DE FERRERO</b>	9. Bureau or USAID Symbol <b>LIMA</b>

10. PIO/T Number <b>527-0313-3-70082</b>	21. Budget Plan Code <b>LDHA-87-25327-K613</b>
11. TYPE OF ACTION A. New Acquisition/Assistance B. Amendment/Modification 1. New/Revised Scope 2. Funded Extension 3. No Con Extension 4. Transfer of action from AID/W to Mission/Mission to AID/W 5. Incremental Funding 6. Overhead Rate Adjustment 7. Contract Closeout 8. Other  C.FPR or FAR <u><b>FAR</b></u>	22. Country or Region of Performance <b>PERU</b>
	23. A. This Action Increases or Decreases TEC by <b>\$ -0-</b> B. Total Estimated Cost of Contractual Document <b>\$ 980,787</b>
	24. Amount of Non-Federal Funds Pledged to the Project <b>-0-</b>

12. Amount of this PIO/T U.S. \$ <b>100,000</b>	25. Effective Date of this Action <b>9 128 187</b>
13. Amount <input checked="" type="checkbox"/> Obligated <input type="checkbox"/> Subobligated <input type="checkbox"/> Deobligated by this Contract or Amendment U.S. \$ <b>100,000</b>	26. Estimated Completion/Expiration Date <b>9 30,91</b>

14. Cumulative Obligation (Life of Contract) U.S. \$ <b>225,713</b>	27. Contractor DUNS Number <b>-</b>
15. This Action Funded Through <b>9 130 191</b>	28. Consultant Type Award <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

16. Date Contractual Documents Signed by AID Official <b>9 124 87</b>	29. Number of Person Months (PASA/RSSA only) <b>N/A</b>
17. Incrementally Funded Contracts <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	30. Number of Persons (PASA/RSSA only) <b>N/A</b>

18. Host Country/Counterpart Institution (University Contracts) <b>N/A</b>	31. CONTRACT TYPE A. Fixed Price (specify: <input type="checkbox"/> FFP <input type="checkbox"/> FPRD <input type="checkbox"/> FPEPA <input type="checkbox"/> FPI) <b>B</b> B. Cost Reimbursement specify: <input checked="" type="checkbox"/> CR <input type="checkbox"/> CPFF <input type="checkbox"/> CS <input type="checkbox"/> CPAF <input type="checkbox"/> CPIF C. IQC and Requirements Contracts D. Grant/CA/PASA/RSSA E. Contracts with Individuals
19. Campus Coordinator (University Contracts) <b>N/A</b>	
20. ADVANCE A. No Advance B. Advance Non-FRLC C. Advance FRLC <b>B</b>	

32. Negotiator's Typed Name	33. Negotiator's Signature	34. Date Signed <b>/ /</b>
35. Contract/Grant Officer's Organization Symbol <b>RCO/QUITO</b>	36. Contract/Grant Officer's Signature <i>[Signature]</i>	37. Date Signed <b>9 24 87</b>

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38. SUBJECT TO STATUTORY REQUIREMENT

E

- A. Walsh-Healey Act, Manufacturer\*
- B. Walsh-Healey Act, Regular Dealer\*
- C. Service Contract Act  
*(U.S. ONLY - Guards, Maintenance, Laborers)*
- D. Davis-Bacon Act *(Construction)*
- E. Not subject to Walsh-Bacon Act  
*(Most AID Contracts)*

\*Equipment, Supplies, Materials, and Commodities

39. Country of Manufacture

N/A

40. CURRENCY INDICATOR

C

- A. U.S. Dollar
- B. Local Currency
- C. Combination
- D. Unfunded

41. SUBCONTRACTS

Is there a provision for a subcontract? *(Contracts only)*

YES  NO

42. TYPE OF SERVICE

G

- A. Training of Participants
- B. Technical Assistance to Host Country  
*(Program, Project related except A&E Services)*
- C. A&E Services
- D. Construction
- E. Research
- F. Technical Services to AID  
*(other than training; usually operating expense)*
- G. Training Service for AID
- H. Equipment, Materials, Supplies, Commodities
- I. Translation Service

43. CONTRACT/AGREEMENT SOURCE

B

- A. U.S. Contractor/Grantee
- B. Non-U.S. Contractor/Grantee
- C. Combination of A & B

44. TYPE OF AMERICAN OWNERSHIP

*(U.S. Persons or Firms Only)*

N/A

- Minority
- A. Asian/Pacific Islander
  - B. Black American
  - C. American Aleuts or Eskimos
  - D. American Indian
  - E. Hispanic

G. Non-Minority

45. METHOD OF SOLICITATION

5 - E

- A. Sealed Bid
- B. Competitive Proposal
- C. Combination/Competition
- D. Other Competition
- E. Noncompetitive

46. LABOR SURPLUS AREA PREFERENCE

D

- Labor Surplus Area
- A. No Preference
  - B. Tie Bid Preference
  - C. Total Set Aside
  - D. Not a Labor Surplus Area Preference Award

47. TYPE OF BUSINESS

D

- A. Source: Non-U.S. and Used Outside U.S. & Possessions
- B. Source: Non-U.S. and Possessions  
*(Foreign Purchases Used Inside U.S.)*  
*(If U.S. Source, complete C through Q)*
- C. Firm - Profit Making & PSC's
- Non-Profit Organizations
- D. Private Educational Organizations
- E. Hospitals
- F. Research Institutions, Foundations, and Laboratories
- G. Other
- Private Voluntary Organizations
- H. U.S. Registered
- I. U.S. Non-Registered
- J. Foreign
- State/Local Government
- K. Educational Institutions
- L. Hospitals
- M. Research Organizations
- N. Other
- O. International Agricultural Research Organizations
- P. Public International Organizations
- Q. U.S. Cooperatives

48. Women Owned Business?

YES  NO

49. TYPE OF AWARD

H

- Small Business
- A. Not Set Aside
- B. Partial Set Aside
- C. Total Set Aside
- Other Than Small Business
- D. Personal Service Contract
- E. Individual Non-Personal Service Contract
- F. U.S. Government
- G. University
- H. Non-Profit Organizations and PVO's
- I. Large Businesses

50. Paying Office:

Payment will be made by

USAID/LIMA

51. SYNOPSIS PRIOR TO AWARD

C

- A. Synopsized prior to awards
- B. Not synopsized due to emergency
- C. Not synopsized for other reasons

52. COMPETITIVE SOLICITATION PROCEDURES

L

- A. Normal full and open competition \*
  - B. Architect - Engineer
  - C. Basic Research Proposal
  - D. Multiple Award Schedule
  - E. Alternate Source - Reduced Cost
  - F. Alternate Source - Mobilization
  - G. Alternate Source - Engineering/R&D Capability
  - H. Small Business Set-Aside
  - J. Labor Surplus Area Set-Aside
  - K. LSA/Small Business Set-Aside
  - L. Other than full and open competition
  - M. Small Purchases
  - N. B(a) Program
  - P. Otherwise authorized by statute
- \*If, 'A', block 57 must be completed

53. NUMBER OF OFFERORS

1

- 1. Only one offeror
- 2. More than one offeror

54. APPLICABILITY OF COMPETITION IN CONTRACT ACT (CICA)

2

- 1. Pre-CICA
- 2. Post-CICA

55. AUTHORITY FOR OTHER THAN FULL & OPEN COMPETITION

4

- A. Unique Source
  - B. Follow-on Contract
  - C. Unsolicited Research Proposal
  - D. Patent/Data Rights
  - E. Utilities
  - F. Standardization
  - G. Only One Source - Other
  - H. Urgency
  - J. Mobilization
  - K. Essential R&D Capability
  - L. International Agreement
  - M. Authorized by Statute \*
  - N. Authorized Resale
  - P. National Security
  - Q. Public Interest
- \*If 'M', block 56 must be completed

56. SPECIAL AUTHORITY FOR NON-COMPETITIVE ACTIONS

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- (Impairment of Foreign AID Programs) Authorized Under AIDAR Sec. 706.302.70(b)(3)
- 1. PSC's Awarded Under Sec. 636(a)(3)
  - 2. An Award of \$100,000 or Less by an Overseas Contracting Activity
  - 3. Written Determination by Assistant Administrator or Administrator
  - 4. None of the above.

57. SPECIAL SELECTION PROCEDURES

3

- 1. University Selection Procedures
- 2. Collaborative Assistance Procedures
- 3. None of the above

Handwritten mark resembling a stylized 'H' or '4'.

<b>AWARD/CONTRACT</b>		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING n/a	PAGE OF 1	PAGES 25
2. CONTRACT (Proc. Inst. Ident.) NO. 527-0313-C-00-7786-00		3. EFFECTIVE DATE September 28, 1987	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 527-0313-3-70081/70082		
5. ISSUED BY Regional Contracting Officer USAID/Ecuador Ave. Colombia 1573 Quito, Ecuador		6. ADMINISTERED BY (If other than Item 5) Technical Office: USAID/Peru HR Larrabure y Unanue 110 Lima 1, PERU			

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) Comision Fulbright de Intercambio Educativo Maximo Abril 599 Jesús María Lima, Peru		8. DELIVERY N/A <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT N/A
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: Block 12

II. SHIP TO/MARK FOR N/A	12. PAYMENT WILL BE MADE BY Controller USAID/Peru Larrabure y Unanue 110 - Lima 1 - PERU
13. THIS ACQUISITION WAS (Check appl. box(es)) A. ADVERTISED B. NEGOTIATED PURSUANT TO: <input type="checkbox"/> 10 USC 2304(a) <input type="checkbox"/> 41 USC 252(c)	14. ACCOUNTING AND APPROPRIATION DATA All.72-1171021 BPC LDHA-87-25527-KG13 \$100,000 All.72-117/81037 BPC LES7-87-25527-KG13 \$125,713 Total Amount Obligated \$225,713

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Contractor shall assist USAID/Peru to implement the Andean Peace Scholarship Program (APSP) in Peru.				

TOTAL ESTIMATED PRICE 15G. TOTAL AMOUNT OF CONTRACT \$ 980,787

(V)	SEC	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	10-25
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	25
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	7		L	INSTRS., CONDS., AND NOTICES TO OFFER	
X	G	CONTRACT ADMINISTRATION DATA	7		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	8,9				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 6 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Marcia Koth de Paredes Executive Director	20A. NAME OF CONTRACTING OFFICER James J. Duniap
19B. NAME OF CONTRACTOR BY <u>Marcia Koth de Paredes</u> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY <u>James J. Duniap</u> (Signature of Contracting Officer)
19C. DATE SIGNED Sept 24, 1987	20C. DATE SIGNED 9/24/87

## PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary personnel, supplies and services required to assist USAID/Peru to implement the Andean Peace Scholarship Program (APSP) in Peru, as more fully described in SECTION C.

B.1 Estimated Cost and Amount Obligated

This is a cost reimbursement type Contract. The total estimated cost, and price, of this contract is \$980,787. The amount obligated is \$225,713.

B.2 Budget

(a) The following itemized budget sets forth the estimates for reimbursement of dollar and local currency costs for individual line items of cost. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder, or the obligated amount, whichever is less (see the Article in this section entitled "Estimated Cost and Amount Obligated"). Without the prior written approval of the Contracting Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item.

<u>Category</u>	<u>Itemized Budget</u>	
	<u>Dates from 9/28/87</u>	<u>to 9/30/91</u>
Wages and Social Benefits		\$503,592
Travel, Transportation, and Per Diem		126,554
Office Expenses		135,810
Participant Support Costs		152,995
Other Direct Costs		61,836
TOTAL ESTIMATED COST/PRICE		<u>\$980,787.</u>

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c) The Contractor also agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

B.3 Costs Reimbursable Amounts and Logistic Support

The United States dollar and local currency costs allowable under this contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with the clauses of this contract entitled, "Allowable Cost and Payment".

The Contractor will be responsible for all necessary logistics support, except as otherwise specifically noted in this Contract.

B.4 Statement Concerning Indirect Cost Rates

All costs reimbursable under this Contract shall be direct costs. There is no provision for indirect costs such as overhead, general and administrative or others.

B.5 Personnel Compensation

a. In addition to the requirements set forth in AIDAR clause entitled, "Personnel Compensation" (Section I), the following criteria are required:

1. Annual Salary Increases

Annual salary increases may not exceed those provided by the Contractor's established policy and practice. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary FS-1 may be granted only with the advance written approval of the Contracting Officer.

2. Consultants

No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the cognizant AID Project Officer, and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of FS-1.

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b. Definitions

As used herein, the terms "Salaries", "Wages", and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

B.6 Level of Effort

a. The level of effort for the performance of this Contract shall be 492 total person months of direct labor. This corresponds to a maximum total contract period of four years.

b. The estimated composition of the total of direct labor is as follows:

Project Director	48 p/m
Accountant	48 "
Program Specialist	48 "
Senior Secretary	48 "
Messenger/Janitor	48 "
Secretary Receptionist	48 "
Program Assistant No. 1	36 "
Program Assistant No. 2	36 "
Secretary/Admin. Assist.	36 "
Program Specialist) Program	48 "
Secretary ) Coordinating	
Secretary ) Team	48 "
Total	492 p/m

c. It is understood and agreed that the rate of work days per month may fluctuate in pursuit of the technical objective.

d. Work Week

The work week for the contractor's employees shall not be less than the established practice of the contractor nor less than 40 hours and shall be scheduled to coincide with the work week for those employees of the AID Mission and the Cooperating Country associated with the work of this contract.

**B.7 Key Personnel**

- a. The key personnel which the contractor will furnish for the performance of this contract are as follows:

Project Director  
Accountant  
Program Specialists (2)

In addition, while not a part of the contractor's staff shown in B.6 above, the involvement of the Executive Director is nevertheless determined to be of utmost importance to this project. Accordingly, Dr. Marcia Koth de Paredes is hereby determined a Key Person under the terms of this contract.

- b. The above personnel are considered to be essential to the work being performed hereunder. Prior to diverting the services of these individuals to other projects or programs, the Contractor will notify the Project Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Project Officer required by this clause. All substitutions to the above list shall be subject to the Project Officer approval procedures that apply to diversions.

**B.8 Authorized Geographic Code**

The authorized code for the procurement of good and services under this Contract is Code 000, United States, plus the Cooperating Country.

**B.9 Advances**

Based upon requests from the contractor, which shall in turn be based on the nature of their expenditure requirements, advances shall be made by AID in both US dollars and local currency, as appropriate.

**B.10 Availability of Incremental Funding**

Notwithstanding the period of this contract as set forth in F.2, contract performance is subject to the future availability of U.S. Government incremental funding. Should funding not be available, this contract is subject to termination by the U.S. Government.

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SECTION C - WORK STATEMENT

Refer to the document labelled:

"Attachment 1, The Andean Peace Scholarship Program (APSP),  
Statement of Work"

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SECTION E - INSPECTION AND ACCEPTANCE

Clauses Incorporated by Reference (April 1984). This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.246-3 Inspection of Supplies - Cost Reimbursement (APR 1984)

52.246-05 Inspection of Services - Cost Reimbursement (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Report preparation requirements are as set forth in Section C.VI.

F.2 The effective date of this contract is September 28, 1987 and the estimated completion date is September 30, 1991.

F.3 In the event that the Contractor fails to furnish the level of effort set forth herein within the specified term, then the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has furnished the specified level of effort or until the estimated cost of work for such period shall have been expended.

f.4 Clauses Incorporated by Reference (April 1984). This contract incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make the full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clause

52.212-13 Stop Work Order (APR 1984) - Alternate 1

SECTION G - CONTRACT ADMINISTRATION DATA

Amount Obligated	: \$100,000
PIO/T No.	: 527-0313-3-70082
Appropriation Symbol	: 72-1171021
Allotment Symbol	: LDHA-87-25527-KG13
Amount Obligated	: \$125,713
PIO/T No.	: 527-0313-3-70081
Appropriation Symbol	: 72-117/81037
Allotment Symbol	: LES7-87-25527-KG13
Total Amount Obligated	: \$225,713
Total Estimated Amount	: \$980,787
Paying Office	: Controller, USAID/Peru
Project Office	: HR/TSD
Project Officer	: V. de Ferrero

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 The Contractor will not have access to classified information during the term of this Contract.

H.2 Rights in Data (September 1986)

- (a) The term "Subject Data" as used herein includes writings, software, electronic or punchcard stored data, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, costs analyses, and other information incidental to contract administration. The term "software" means any computer programs with supporting documentation and specifications necessary to produce desired outputs except that this term excludes programs supplied by the hardware manufacturer.
- b. All Subject Data first produced in the performance of this contract shall be the sole property of the U.S. Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, nor authorize others to do so, without the written consent of the U.S. Government until such time as the U.S. Government may have released such Data to the public.
- c. The Contractor agrees to grant and does hereby grant to the U.S. Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (i) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract, and (ii) to authorize others to do so.
- d. The Contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability including costs and expenses: (i) For violation of proprietary rights, copyright or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any Data furnished under this contract; or (ii) based upon libelous or other unlawful matter contained in such Data.

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- (e) Nothing contained in this clause shall imply a license to the U.S. Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- (f) Paragraphs (c) and (d) of this section are not applicable to material furnished to the Contractor by the U.S. Government and incorporated in the work furnished under the Contract, provided, such incorporated material is identified by the Contractor at the delivery of such work.
- (g) The Contractor shall secure from all personnel engaged in the performance of this contract commitments adequate to assure that the Contractor will be able to discharge its obligations under this "Rights in Data" clause.

H.3 Title to Property

Title to non-expendable property purchased under this contract shall vest in the US Government.

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## PART II

SECTION I - CONTRACT CLAUSES

## 1. Clauses Incorporated by Reference (APR 1984)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## a. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.202-1	Definitions (APR 1984)
52.203-1	Officials Not to Benefit (APR 1984)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-7	Anti-kickback Procedures (FEB 1987)
52.204-2	Security Requirements (APR 1984)
52.215-1	Examination of Records by Comptroller General (APR 1984)
52.215-2	Audit-Negotiation (APR 1984)
52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1984)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985)
52.215-31	Waiver of Facilities Capital Cost of Money (APR 1984)

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52.215-33	Order of Precedence (JAN 1986)
52.216-7	Allowable Cost and Payment (APR 1984)
52.216-11	Cost Contract - No Fee (APR 1984)
52.222-2	Payment of Overtime Premiums (APR 1984)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-7	Balance of Payments Program (APR 1984)
52.225-11	Certain Communist Areas (APR 1984)
52.227-8	Reporting of Royalties (Foreign) (APR 1984)
52.228-7	Insurance - Liability to Third Persons (APR 1984)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.233-1	Disputes (APR 1984)
52.233-3	Protest After Award (JUN 1985)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.243-2	Changes - Cost Reimbursement - Alternate II (APR 1984)

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52.244-2	Subcontracts (Cost - Reimbursements and Letter Contracts (JUL 1985)
52.244-5	Competition in Subcontracting (APR 1984)
52.245-5	Government Property (Cost Reimbursement, Time - and - Material, or Labor - Hour Contracts) (JAN 1986)
52-246-25	Limitation of Liability - Services (APR 1984)
52.247-1	Commercial Bill of Lading Notations (APR 1984)
52.247-63	Preference for U.S. Flag Air Carriers (APR 1984)
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (APR 1984)
52.249-6	Termination (Cost - Reimbursement) (MAY 1986)
52.249-14	Excusable Delays (APR 1984)

b. Agency for International Development Acquisition Regulation  
(48 CFR Chapter 7) Clauses

752.202	AID Definitions Clause - General Supplement for Use in All AID Contracts (APR 1984) - Alternate 70
	/ AID Definitions Clause - Supplement for AID Contracts Involving Performance Overseas (DEC 1986) - Alternate 72
752.228-70	Insurance - Worker's Compensation, Private Automobiles, Marine and Air Cargo (APR 1984) Alternate 70

752.245-71	Title to and Care of Property (APR 1984)
752.7001	Biographical Data (APR 1984)
752.7002	Travel Expenses and Transportation and Storage Expenses (AUG 1986) - Alternate 70
752.7003	Payment (Alternate 70) Interest on Overdue Payments (APR 1984) Payment Due Dates (NOV 1984) Invoice Requirements (APR 1984) Documentation for Payment (APR 1984) (Alternate 71)
752.7004	Source and Nationality Requirements for Procurement of Goods and Services (MAY 1986)
752.7005	Language, Weights, and Measures (APR 1984)
752.7006	Notices (APR 1984)
752.7007	Personnel Compensation (AUG 1984)
752.7008	Use of Government Facilities or Personnel (APR 1984)
752.7009	Marking (APR 1984)
752.7010	Conversion of U.S. Dollars to Local Currency (APR 1984)
752.7011	Orientation and Language Training (APR 1984)
752.7013	Contractor - Mission Relationships (APR 1984) (Alternate 70)
752.7014	Notice of Changes in Travel Regulations (APR 1984)

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752.7015	Use of Pouch Facilities (APR 1984)
752.7017	Local Cost Financing with U.S. Dollars (APR 1984)
752.7018	Health and Accident Coverage for AID Participant Trainees (AUG 1984)
752.7019	Participant Training (APR 1984) - Alternate 70
752.7020	Organizational Conflicts of Interest (MAR 1985)
752.7023	Required Visa Form for AID Participants (APR 1984)
752.7025	Approvals (APR 1984)
752.7026	Reports (APR 1984)
752.7027	Personnel (APR 1984) - Alternatz 71
752.7028	Differentials and Allowances (APR 1984)
752.7029	Post Privileges (APR 1984)
752.7031	Leave and Holidays (APR 1984) - Alternate 72

## II. Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

### 1. FAR 52.204-2, "Security Requirements"

- Revise Paragraph (a) as follows:

"(a) This clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', or 'Top Secret'), or administratively controlled ('Limited Official Use') information."

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2. FAR 52.216-11, "Cost Contract - No Fee"
  - Revised Paragraph (b) by deleting "\$100,000" and replacing it with "\$10,000".
3. FAR 52.222-2, "Payment for Overtime Premiums"
  - Paragraph (a), insert "Zero".
4. FAR 52.229-8, "Taxes - Foreign Cost - Reimbursement Contracts"
  - Insert "Peru".
5. FAR 52.245-5, "Government Property (Cost - Reimbursement, Time - and - Material, or Labor Hour Contracts)"
  - Add the following:

Preface: To be inserted preceding the text of the FAR clause.

"The term "Government furnished property" wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the Contractor and (2) personnel property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the Contractor for use in connection with performance of this contract identified by such officer as accountable. The term "Government property," however it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirements: To be inserted following the text of the FAR Clause.

"Reporting Requirements: The Contractor will submit an annual report on all non-expendable property in a form and manner acceptable to AID substantially as follows:

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ANNUAL REPORT OF GOVERNMENT PROPERTY  
IN CONTRACTOR'S CUSTODY

(Name of Contractor As of (End of Contract Year, 19xx)

Motor Vehicles	Furniture and Furnishings - Office	Living Quarters	Other Non-expendable Property
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Value of property  
as of latest report.

Transactions during  
this reporting period.

1. Acquisition (add):

- a. Purchased by  
contractor 1/
- b. Transferred from  
AID 2/
- c. Transferred from  
others-Without  
reimbursement 3/

2. Disposals (deduct):

- a. Returned to AID -  
Contractor Purchased
- b. Transferred to other  
Government agencies 3/
- c. Other disposals 3/

Value of Property as of reporting  
date.

Estimated average age of  
Contractor held property

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Years

Years

Years

70

1/ Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable with an expected service life of two years or more; and which has a unit cost of more than \$500.

2/ Government furnished property listed in this Contract as non-expendable.

3/ Explain if transactions were not processed through or otherwise authorized by AID."

#### PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite Line C above, and the estimated average age of each category of property is as cited opposite Line D above.

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Authorized Signature

#### III. ADVANCE PAYMENTS (APR 1984)

- (a) Requirements for Payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, USAID/Peru, HR, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved but not yet liquidated shall not exceed \$100,000. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

- (b) Special bank account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special bank accounts with the American Security and Banco Continental banks. None of the funds in the special bank account shall be mingled with other funds of the Contractor. Withdrawals from the special bank account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.
- (c) Use of funds. The Contractor shall withdraw funds from the special bank account only to pay for allowable costs as prescribed by the B2 Budget and Allowable Cost and Payment (APR 1984) clauses of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.
- (d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special bank account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.
- (e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of \$980,787 (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed \$98,078 (This amount
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may not be higher than 10 percent of the stated estimated cost inserted in this paragraph.) The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

- (f) Interest. No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor.
- (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:
- (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
  - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.
  - (iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.
- (2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance

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payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

- (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the banking institution (depository) in which the special bank account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.
- (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.
- (g) Bank Agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the bank in which the special bank account is established, clearly setting forth the special character of the account and the responsibilities of the bank under the account. If possible, the Contractor shall select a bank that is a member bank of the Federal Reserve System or is an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811).
- (h) Lien on Special Bank Account. The Government shall have a lien upon any balance in the special bank account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.
- (i) Lien on property under contract. (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.
- (2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the

supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

- (3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.
- (4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that --
- (i) The termination inventory is sold or retained; and
  - (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.
- (j) Insurance. The Contractor represents and warrants that it maintains with responsible insurance carriers (1) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (2) adequate insurance against liability on account of damage to persons or property; and (3) adequate insurance under all applicable workers' compensation laws. The Contractor agrees that, until work under this contract has been completed and all advance payments made under the contract have been liquidated, it will maintain this insurance; maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and furnish any certificates with respect to its insurance that the administering office may require.
- (k) Default. (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special bank account and further payments on this contract:
- (i) Termination of this contract for a fault of the Contractor.

- (ii) A finding by the administering office that the Contractor has failed to --
    - (A) Observe any of the conditions of the advance payment terms;
    - (B) Comply with any material term of this contract;
    - (C) Make progress or maintain a financial condition adequate for performance of this contract;
    - (D) Limit inventory allocated to this contract to reasonable requirements; or
    - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
  - (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
  - (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special bank account.
  - (v) The commission of an act of bankruptcy.
- (2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
- (i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special bank account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.
  - (ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.
  - (iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
  - (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and,

after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

- (3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause if it considers appropriate at its discretion and without limiting any other rights of the Government.
- (1) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
- (m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special bank account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
- (n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
- (o) Representations and warranties. The Contractor represents and warrants the following:
- (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
  - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
  - (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
  - (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

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- (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
  - (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
  - (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
  - (8) These representations and warranties shall be continuing and shall be considered to have, been repeated by the submission of each invoice for advance payments.
- (p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office shall not --
- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
  - (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
  - (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
  - (4) Sell, convey, or lease all or a substantial part of its assets;
  - (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;
  - (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
- 

- (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
- (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over the FS-1 rate;
- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deleted.
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding \$.N/A. in total;
- (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$.N/A; or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract.

Not Applicable

### PART III

#### SECTION J - LIST OF ATTACHMENTS

1. The Andean Peace Scholarship Program (APSP), Statement of Work

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THE ANDEAN PEACE SCHOLARSHIP PROGRAM (APSP)

STATEMENT OF WORK

I. PURPOSE OF THE CONTRACT

The purpose of the Contract is to assist USAID/Peru to implement the Andean Peace Scholarship Program (APSP) in Peru. The APSP objectives are: first, CULTURAL, that is, to strengthen ties between the U.S. and the Andean countries by exposing trainees to the U.S., its citizens, values, cultures, and institutions to enable them to acquire a realistic and positive understanding of the U.S.; and, second, DEVELOPMENTAL, to provide trainees with appropriate and relevant training to increase their skills and/or broaden their knowledge base in a particular discipline or sector related to priority development concerns in the country. By the end of the Contract, approximately 350 Peruvians from both the public and private sectors will have received training in the U.S. All participants also will have a better understanding of the U.S. as a result of their exposure to its cultures, citizens, values and institutions.

II. PARAMETERS OF THE APSP

A. Program Overview

In 1987, the Andean Peace Scholarship Program (APSP) was authorized by AID/Washington (AID/W). The APSP is currently a US\$20 million four-year regional training and diplomacy project (1987-1991), which will be implemented in Peru, Bolivia, Ecuador, and Colombia. Of this amount, US\$4.7 million has been allocated for the program in Peru. It is estimated that this amount of funding will cover the costs of approximately 295 short-term participants (average of 6 weeks in the U.S.) and 55 long-term participants for about 18 months or a total of up to 350 participants. These funds are to be used to finance: U.S. and related in-country training costs; local program and administrative support costs; and the administrative and program costs of a regional U.S. umbrella contractor who will be selected competitively and contracted by AID/W to provide, among other things, participant placement and support services in the U.S. All training financed under the program must take place in the U.S. In-country activities which are an integral part of the training program, such as English language training (ELT), pre-departure orientation programs, and follow-up activities also may be financed.

The U.S. Congress believes that there has been too much short-term and not enough long-term training to date under the similar diplomacy training program in Central America (CAPS). Accordingly, Congress has directed AID to sponsor more long-term training under the APSP (as a percentage of total participants) than was done under CAPS. However, formal degree training (MSs and PhDs), although permissible if justified, is not encouraged under APSP.

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All APSP training activities must include an "Experience America" cultural component which is integrated with the training element of the program. The principal features of "Experience America" activities include the following:

1. Participants see, experience and understand the U.S. -- an open society.
2. They form their own impressions about the U.S.
3. They live with mainstream American families.
4. They participate in community and volunteer activities -- experience democracy in action, experience consensus-building.
5. They develop close personal and professional relationships, which continue after the trainees return home.

Follow-up activities are considered a major and integral part of the program and should be defined at the outset as part of the overall training plan for a participant.

B. Program Criteria

In addition to the above, specific program criteria and requirements (to be applied on a country basis) are as follows:

1. All participants must be leaders or potential leaders.
2. A minimum of 40% of the total participants must be women.
3. A minimum of 70% of the total participants must be socially and/or economically disadvantaged.
4. A minimum of 10% of the total participants must attend programs at Historically Black Colleges and Universities (HBCUs).
5. A minimum of 15% of the total participants should be sent for long-term (12 months or more) training.

USAIDs in the various countries are to establish and document the rationale for selecting the target groups for this program based on the USAID's interpretation of the overall criteria. In this regard, USAID/Peru proposes that the social and economic indicators in Table 1 be used to screen applicants and help guide the final selection of participants.

### C. Numbers of Participants and Duration of Training

Of the estimated 350 participants, about 295 are likely to receive short-term training for four to eight weeks, and about 55 are likely to receive long-term training for about 18 months. The number of participants and the length of training will vary, depending on budgetary and programmatic considerations. Table 2 provides a provisional training plan for the four years of the program. All such training will occur in the U.S.

### D. Target Groups and Nature of Training Programs

The diverse groups from which participants will be selected include, among others, politicians, community leaders and organizers, labor union leaders, students and teachers at both the high school and university levels, journalists, farmers and cooperative leaders, development specialists and industrial workers. Among these target groups, 70% of all participants must be economically and/or socially disadvantaged and 40% of all participants must be women. While every effort will be made to identify appropriate female candidates in each of the target groups, it is recognized that some groups are under or over-represented by female membership. It is likely, therefore, that women participants will tend to be selected more from the following target groups: women in self-help programs and small trades, girls in community development activities, secondary school teachers and junior year high school students, students from some universities, farmers, and employees of small businesses. Table 3 provides details on the likely participant target groups and the range of possible training programs.

All participants will attend a pre-departure orientation program in Peru to help prepare them for the travel, the cultural experience and the formal training. The orientation could include such activities as group lectures, discussions, question/answer sessions, films, reading materials, and role playing. A part of the orientation will also include, for short-term participants with no or limited English language skills, "survival" English training for about one week. It will be an intensive course, integrated with the overall orientation to provide real life situations and settings to learn and practice the "survival" English. Long-term participants are likely to have somewhat more developed English language skills. However, funds will be provided to enable these students to obtain English language training (ELT) initially in Peru followed by training in the U.S. as necessary to meet their study requirements. In addition, funds will be made available for in-country (ELT) for some short-term participants as well.

The technical U.S. training will range from formal academic studies at high schools and universities to observation trips, meetings with officials and technicians, visits to active local community organizations, factories, and farms, seminars, lectures, workshops, and hands-on technical training. Depending on the participants' language skills, the length and purpose of the training, and other factors, training in the U.S. will be offered in Spanish, in English with Spanish interpreters, or in English without interpreters.

The second component of the training, exposure to U.S. culture, its citizens, values and organizations, will be supported through the social contacts and living situations arranged for the participants. As much as possible, participants will interact and live with American families and participate in local community events and activities through such organizations as the Scouts, the 4-H, civic action groups, sports clubs, cultural societies, church groups, and the like.

#### E. Follow-Up Activities

Follow-up activities for the participants will be designed to maintain and strengthen ties with U.S. contacts as well as to augment the usefulness of the training experience upon the participant's return to Peru. Possible follow-up activities include: 1) distribution of a participant newsletter; 2) placement of participants' names on the mailing lists of the U.S. Information Service (USIS) and the Instituto Cultural Peruano Norteamericano (ICPNA) for cultural events; 3) inclusion of participants on USIS roles as possible speakers and panel members; 4) development of formal ties between U.S. and Peruvian universities, 4-H clubs, YMCAs and scout groups; 5) sponsoring seminars led by returned participants; 6) placement of participants' names on mailing lists of relevant U.S. organizations' newsletters and professional journals; and 7) provision of small grants for specific self-help projects to the community from which the participant was selected. These follow-up activities would all be funded from Project funds, except the latter which could be funded by the USAID Special Development Activities Fund.

#### F. Geographic Coverage

An important objective of the program is to achieve the maximum impact possible throughout the country. This means that geographic coverage in the award of scholarships should be broad. In this regard, every effort will be made to award about 50% or more of the scholarships to participants who reside outside of Lima.

### III. ROLES AND RELATIONSHIPS OF IMPLEMENTING ENTITIES

Four institutions will be involved in the implementation of the APSP in Peru: (A) the Fulbright Commission under this Contract with USAID/Peru ("the Contractor"); (B) the USAID Mission to Peru ("USAID/Peru"); (C) the Office of Education, Science and Technology in the Bureau for Latin America and the Caribbean in AID's Washington Office ("AID/Washington"); and (D) a U.S. organization contracted by AID/Washington ("the U.S. contractor"). The roles of and relationships among these institutions are discussed below.

### A. The Contractor

The Contractor shall collaborate with USAID/Peru to define overall training objectives, plans, and programs of activities each year for the duration of the program. In addition, the Contractor shall be responsible for recruiting, arranging for interviews and processing participants and conducting or arranging for associated in-country activities for selected participants such as pre-departure orientation, ESL training, and follow-up activities. The Contractor shall make recommendations to USAID/Peru on promising candidates, but the final selection of participants shall be the responsibility of USAID/Peru. Also, to achieve the geographic coverage objective of the Program, the Contractor shall develop an outreach capability to recruit and support participants from the Provinces. This may be accomplished by: hiring additional staff who operate out of the Lima office and travel most of the time; hiring part-time staff in several of the major Departmental capitals; and/or identifying existing intermediary organizations at the Departmental level with established institutional networks to assist the Contractor in implementing the program. (See Table 4 which presents a possible organizational structure to achieve broad geographic coverage).

All formal/official communications regarding all aspects of the Contract shall be directly between the Contractor and USAID/Peru except for logistics/administrative matters relating to the participants' training plan in the U.S., related travel matters, and personal problems which arise while participants are in the U.S. For these latter areas, the Contractor shall communicate directly with the U.S. contractor and shall keep USAID/Peru advised as necessary.

The specific functions and responsibilities of the Contractor shall include but shall not be limited to the following:

1. In collaboration with USAID/Peru, define annual training program objectives, plans and activities, including but not limited to, priority target groups, priority training areas, participant screening and selection criteria, numbers of participants, length of training, and geographic distribution within Peru.
2. Identify potential candidates from specific target groups based on established selection criteria.

The Contractor will directly identify some candidates and will look to appropriate intermediaries including USAID/Peru to identify other potential candidates.

3. Prepare and pre-test application forms.
4. With the assistance of the U.S. contractor and USAID/Peru, undertake training needs assessments as required to identify specific training needs of target groups.

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5. Undertake initial screening and arrange for interviews with potential candidates.

6. Assist promising candidates to fill out applications.

The Contractor shall ensure that all applications are retained and are available in its files, and that the reasons why applicants were accepted or rejected and criteria used to make the determination are included in the files.

7. Submit to USAID/Peru for its review and final approval complete and accurate application forms for candidates recommended by the Contractor.
8. Review proposed training programs for participants submitted by the U.S. contractor and make recommendations to USAID/Peru as to their relevance, appropriateness and technical merit.
9. In collaboration with USAID/Peru, advise all selected participants about the nature of their training programs/activities.
10. Arrange for and/or conduct in-country English language (ELT) training for selected participants as required, including making all logistics arrangements for participants such as housing and the like.

All short-term participants with little or no English are likely to be scheduled for about 20 hours of a short-term program in "survival" English. Some short-term and some long-term participants may require more intensive, longer-term programs in-country which, for the long-term participants, may or may not be supplemented with ESL training in the U.S.

11. Arrange for the administration of TOEFL tests as required to long-term participants.
12. Conduct a pre-departure orientation program for all selected participants.

A specially tailored program for Peruvian participants, integrated with the Survival English Program above, will be designed by the Contractor in collaboration with USAID/Peru and with the assistance of the U.S. contractor and/or other consultants.

13. Prepare documentation for all selected participants.

The Contractor will be responsible for filling out the standard forms used by AID for processing participants (such as biographic data, visa applications, security forms, medical forms) and for preparing unfunded Project Implementation Orders for Participants (PIO/Ps) for submission to USAID/Peru. The Contractor also will assist participants as required in arranging for medical examinations. USAID/Peru will be responsible for the processing of these forms as well as working with the U.S. Embassy to secure visas and, where required, security clearances.

14. Provide logistical support to/make arrangements for all selected participants to travel to Lima and, in collaboration with the U.S. contractor, to the U.S. and return.

This includes arranging for the purchase of passports for participants as required, making domestic airline reservations, coordinating with the U.S. contractor who will make international and U.S. domestic airline reservations and purchase airline tickets, picking up pre-paid international airline tickets, arranging for participants to receive an advance of funds prior to their departure, and ensuring that the participants have all the documentation they require to travel. Those selected participants from outside of Lima will require accommodations in Lima prior to their departure, for pre-departure orientation and language training and to complete the documentation preparation/approval process, and similarly for 2-3 nights upon their return, depending on flight schedules. The Contractor will be responsible for all in-country arrangements from the participants' residences up to the point where the participants board the plane. Similarly, the Contractor will provide assistance as required to participants upon their return to Peru, especially those participants who live outside of Lima. This may include accompanying groups of participants to the airport in Lima and meeting them upon their return.

15. Debrief all participants upon their return from the U.S.

16. Conduct follow-up activities for returned participants.

The nature of these activities is likely to vary among participant target groups and between individuals. The Contractor will be responsible for designing and implementing a follow-up program of activities in collaboration with USAID/Peru.

17. Submit to USAID/Peru quarterly and annual program progress and financial reports and other documentation in accordance with the terms and conditions of the Contract.

18. Participate as resource personnel in periodic evaluations of the APSP undertaken by USAID/Peru, AID/Washington, and/or contractors.

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19. Assist USAID/Peru in orienting/educating the staff of the U.S. contractor about the Peru-specific program, its target groups and training/cultural objectives, and in arranging possible field visits to areas outside of Lima.
20. In collaboration with USAID/Peru, determine detailed office needs to implement the Contract and locate suitable office space in Lima.
21. Negotiate and sign the lease for the office; assume full responsibility for all arrangements to make any needed alterations, clean-up, repairs, etc. required to "set up" the office; purchase needed office furniture, equipment and supplies (which become the property of the Contractor) to "set up" the office; pay all utilities, take care of arrangements for any future office repairs should they arise and handle all business dealings with the owner; and assume all responsibility for running and maintaining the office as part of the Contractor's organization.
22. Make available the Executive Director to provide general and programmatic oversight, and supervision of activities under the Contract on an as-needed basis.
23. With USAID assistance, make every effort to obtain tax exoneration on the basis of the Contractor's non-profit status under Peruvian law.
24. Receive and review reports prepared by the U.S. contractor on participants' progress/problems and take appropriate action as required.
25. Receive and review financial reports prepared by the U.S. contractor, and, based on an analysis of the comparative costs of alternative training activities, make recommendations to USAID/Peru regarding subsequent training activities under the Contract.

B. USAID/Peru

USAID/Peru will provide overall program policy and operational guidance and support to the Contractor and will also monitor the implementation of the program in accordance with the terms and conditions of the Contract. In addition, with the exception of the areas noted above, USAID/Peru will be responsible for all formal/official communications with the U.S. institution under contract with AID/Washington to place and support all selected participants in training programs in the U.S. for all countries participating in the APSP. Funds for all training programs in the U.S. for Peruvian participants will be provided by USAID/Peru through AID/Washington to

the U.S. contractor and will not be included in this Contract. Finally, USAID/Peru will be responsible for all communications with AID/Washington regarding all aspects of the APSP.

The specific functions and responsibilities of USAID/Peru under the APSP shall include but shall not be limited to the following:

1. In collaboration with the Contractor, define annual training program objectives, plans and activities, identify specific eligible target groups, define priority training areas, and establish specific screening and selection criteria, and establish annual participant training targets (i.e. total numbers of participants) for the life of the program by target groups, duration of training (long-term versus short-term), and geographic distribution within Peru.
2. Assist the Contractor to identify potential candidates.
3. Ensure that the Contractor receives pertinent data on all potential candidates identified by USAID/Peru.
4. Assist the Contractor to prepare and pre-test application forms.
5. Review all completed applications submitted by the Contractor on recommended candidates and interview candidates as necessary.
6. Make final selection of participants.
7. Advise the U.S. contractor as to USAID/Peru's and the Contractor's objectives and recommendations for appropriate training programs and "Experience America" activities for all selected participants, including making arrangements for the transfer of program funds to the U.S. contractor for this purpose.
8. In collaboration with the Contractor, advise all selected participants about the nature of their training programs/activities.
9. Process all AID-specific documentation prepared by the Contractor for all selected participants and work with the U.S. Embassy to obtain visas and, where required, security clearances.
10. Assist the Contractor to design and implement pre-departure orientation programs and survival English programs.
11. Assist the Contractor to design and implement follow-up activities.

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12. Assist the Contractor to conduct debriefings on all participants upon their return from the U.S.
13. Receive and review reports from the U.S. contractor on participants' progress/problems and financial reports and transmit these to the Contractor for appropriate action.
14. Receive and review quarterly program progress and financial reports from the Contractor.
15. Participate as resource personnel in evaluations of the APSP by AID/Washington and/or consultants.
16. In collaboration with the Contractor, conduct intensive program reviews and program workshops in accordance with the terms of the Contract.
17. Establish and operate a computerized information system to track all participants through the participant placement process and to store and analyze data from application forms for all selected participants.
18. Arrange for technical assistance to be provided by the U.S. contractor on various aspects of the program as jointly identified by USAID/Peru and the Contractor.
19. Assist the Contractor to determine the reasonable needs for office space under the Contract.
20. Approve the office lease of the Contractor.
21. Assist the Contractor to obtain tax exoneration under Peruvian law.
22. Train and assist the Contractor's Project office staff in A.I.D. procurement, participant training and financial management procedures.

C. AID/Washington

By no later than September 30, 1987, AID/Washington will negotiate and sign a contract with a competitively selected U.S. institution ("the U.S. contractor") to serve as the regional "umbrella" contractor for all four countries (Peru, Ecuador, Colombia, and Bolivia) participating in the APSP. AID/Washington will be responsible for establishing overall program goals and guidelines, arranging for overall evaluations of the program, reporting information on the program within AID/Washington and to the U.S. Congress, and monitoring the performance of the U.S. contractor under the terms of its contract.

D. The U.S. Contractor

Unless AID otherwise agrees in writing, the functions and responsibilities of the U.S. contractor shall include but shall not be limited to the following:

1. Identify appropriate placements and negotiate cost-effective training programs in the U.S. for all Peruvian participants.
2. Arrange for quality people-to-people contacts by Peruvian participants with Americans at all levels and for exposure to U.S. institutions through appropriate "Experience America" programs related directly to the primary training objective.
3. Arrange the participants' itineraries in the U.S., make U.S. domestic and international airline reservations for all participants, send pre-paid tickets to an appropriate airlines office in Lima, and cable itineraries and airline information for all participants to the Contractor.
4. Provide logistical/administrative support (e.g. pay tuition, fees, housing, allowances, medical coverage, transportation) for all Peruvian participants while they are in the U.S.
5. Report to USAID/Peru and the Contractor on participants' problems and progress, and the financial status of the project.
6. Visit target group institutions and individuals in Peru, as required, in order to define specific training needs and to identify and design appropriate and relevant training programs and complementary Experience America activities in the U.S.
7. Make available its Regional advisor based in Quito and other staff as required to assist USAID/Peru and the Contractor to develop a specially tailored pre-departure orientation program integrated with a Survival English Program and to provide other assistance as necessary.
8. Participate as resource personnel in evaluations of the APSP by USAID/Peru, AID/Washington and/or other contractors.

IV. Illustrative First Year Implementation Plan and Schedule

By the end of the first year, it is expected that approximately 40 participants will have been sent to the U.S. for short-term training and returned, and 15 long-term participants will have been sent. Table 5 provides a detailed illustrative implementation plan and schedule for the first year of the Contract.

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V. SPECIAL CONDITION - Substantial Involvement of USAID/Peru

The Contractor and USAID agree that the nature of the activities to be carried out under the Contract require the substantial involvement of USAID and, therefore, the Contractor agrees:

- A. to collaborate with USAID in the preparation of annual training plans, objectives and activities, application forms, screening and selection criteria for participants, and manuals and/or resource materials on the APSP for all staff and intermediaries, and in the design and implementation of the integrated pre-departure orientation/Survival English program, the program of follow-up activities, training needs assessments, program workshops, and intensive program reviews.
- B. to consult with USAID prior to the hiring of any Contract-financed staff and to secure USAID approval of the individuals to be hired and their salary levels.
- C. that USAID, in consultation with the Contractor, will arrange for the provision of technical assistance by the U.S. contractor.
- D. that USAID will arrange for the provision of funds for the U.S. short-term and long-term training through AID/Washington to the U.S. contractor responsible for the placement and support of Peruvian participants under this program in the U.S.
- E. that the final selection of participants under the APSP shall be the responsibility of USAID/Peru.
- F. that the Contractor and USAID/Peru shall, on the basis of experience gained in the implementation of the program, jointly agree on the adjusting of financial resources as required provided under the Contract.

VI. REPORTING REQUIREMENTS

The Contractor shall prepare all reports in English and shall submit to USAID/Peru three (3) typewritten copies of each of the reports specified below. USAID/Peru shall advise the Contractor as to the specific format to be used for each report.

A. Quarterly Program and Financial Reports

Quarterly program and financial reports shall be prepared by the Contractor and submitted to USAID/Peru no later than six weeks after the end

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of the reporting period. The reports shall describe accomplishments in meeting planned program objectives, identify significant problem areas, indicate measures to be taken to resolve the identified problems, and itemize program expenditures by budget line item. The first such report shall cover the period ending December 31, 1987. Beginning with the second quarterly report, the Contractor shall provide program data and expenditures both for the reporting period and cumulatively since the inception of the Contract.

#### B. Annual Program and Financial Reports

The fourth quarterly report of each year shall be combined with the annual report and shall be prepared and submitted to USAID no later than six weeks after the end of each Contract year. The report shall summarize the findings, conclusions, and recommendations of the intensive program reviews (described in the Evaluation section of the Contract) for years 1988, 1989 and 1990, and the findings, conclusions and recommendations of the final program evaluation in 1991, and itemize program expenditures by budget line item.

#### C. Annual Implementation Plan, Schedule and Budget

An annual implementation plan, schedule and budget will be prepared by the Contractor and submitted to USAID for approval at least two weeks prior to the beginning of each new Contract year for the life of this Contract. The plan will identify objectives for the year, describe activities and a schedule to accomplish the objectives, identify resources required to carry out the activities, and present a detailed budget of estimated local currency and U.S. dollar costs, including estimated costs for U.S. long-term and short-term training. The first such plan, schedule and budget shall be submitted to USAID/Peru no later than September 15, 1988. The format for the plan and schedule shall be the same as the illustrative first year plan and schedule included in the Contract.

### VII. EVALUATIONS AND AUDITS

#### A. Evaluations

Three types of evaluation exercises will be carried out under the APSP. The nature of these activities and the extent of involvement of the Contractor in each are summarized below.

##### 1. Intensive Program Reviews and Program Workshops

Toward the end of the first, second and third years of the Contract, i.e., approximately August of 1988, 1989, and 1990, the Contractor, in collaboration with USAID, will undertake an intensive program review of the preceding year. The intensive review will examine, among other things: progress in meeting planned objectives and outputs; problems encountered in recruiting, selecting and processing participants; feedback from participants

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obtained during debriefing sessions as to the quality of the training programs and their overall reaction to the Experience America activities, the integrated pre-departure orientation/Survival English program, and logistics arrangements in Peru and in the U.S.; the adequacy of communications between the Contractor and USAID and among USAID, the Contractor and the U.S. contractor; and the adequacy of staffing and technical assistance provided to the program. On the basis of this intensive review, the Contractor will identify possible modifications in program design, administrative arrangements, and program activities for the ensuing year. This exercise will be followed by an annual program planning workshop in Lima, involving all of the staff of the Contractor involved in the program as well as representatives from USAID, the U.S. contractor and possibly local intermediaries. The workshops will be funded under the Contract with funds available to the Contractor for this purpose. At the workshop, the findings, conclusions and recommendations of the intensive review will be discussed, modifications to the program will be agreed upon, and the implementation plan, schedule and budget for the succeeding year will be developed.

## 2. Final Program Evaluation

Prior to the end of the Contract, approximately August 1991, an external program evaluation will be undertaken by AID/Washington using AID/Washington central funds outside of this Contract. The scope of work for this evaluation shall be reviewed jointly by the Contractor and USAID/Peru, both of whom shall serve as resource personnel for the evaluation. The evaluation will involve interviews of staff of the Contractor and USAID/Peru in Lima, review of program files, and visits to selected parts of the country to visit former participants. The evaluation shall, among other things: assess the overall impact of the program in terms of both the technical training provided and a better understanding of the U.S. on the part of participants; assess the sustainability of follow-up activities and the likelihood of continued long-term relationships between the participants and their U.S. colleagues; and identify lessons learned for implementing future programs of this nature.

## 3. Impact and Other Evaluation Studies

Using AID/Washington central funds outside of this Contract, the U.S. firm of Checchi-Aguirre, which is the APSP umbrella formative evaluation contractor, will conduct a series of impact and formative evaluation studies on participants' perceptions and attitudes and other topics of interest. Scopes of work for these evaluations will be reviewed jointly by the Contractor and USAID prior to the implementation of the studies.

### B. Audits

In addition to periodic financial reviews of Contract activities by the USAID/Peru Controller, at the latter's discretion, the Contractor shall engage the services of a local independent outside accounting firm to conduct formal audits of activities under the Contract and the uses of A.I.D. grant

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funds. Audits will be conducted at or near the end of the first, second and fourth years of the Contract or at such other times as may be requested by USAID/Peru. Funds have been budgeted for this purpose in the Contract in the amount of \$30,000. The Contractor's obligation to cause the audits to be performed is limited to the availability of contract funds allocated for this purpose by A.I.D. However, this limitation does not restrict A.I.D.'s right to audit or to contract for outside audits of the contract, utilizing other sources of funding.

#### VIII. CONTRACTOR PERSONNEL

As soon as possible after the Contract is signed, the Contractor shall recruit and hire, using funds under the Contract, the following full-time personnel for the duration of the four-year contract to staff the Contractor's project office in Lima: (A) a Project Director; (B) an Accountant; (C) a Program Specialist; (D) two (2) Secretaries; and, (E) a Messenger/Janitor. At the beginning of the second year of the Contract, the Contractor shall hire, in addition, two full-time Program Assistants and a Secretary/Administrative Assistant for the remaining life of the Contract. At a minimum, the Project Director, Program Specialist, one Program Assistant, and one Secretary must be bilingual. Additional staff for the Contractor's office in Lima may be hired subject to the approval of USAID/Peru provided they can be justified on the basis of workload considerations. In addition, funds will be provided in the Contract to enable the Contractor to hire the equivalent of six part-time Program Assistants to be located at the Departmental level for the 4-year duration of the Contract to help implement the program. Funds will also be made available for limited office equipment, supplies, telephone/postage and travel/per diem to support such individuals or others that the Contractor may identify, subject to USAID/Peru approval.

Finally, the Contractor shall recruit and hire the following personnel for the four-year duration of the contract to serve as the Contractor's Project Coordination Team to be located in the USAID office: A) a full-time Program Specialist; and B) a full-time Secretary.

#### IX. TECHNICAL ASSISTANCE

The U.S. contractor shall make available its Regional Advisor based in Quito and other staff as required to provide assistance to USAID/Peru and the Contractor to design and implement the program. In addition, funds will be made available in the Contract for additional short-term assistance as may be required from time to time.

Specifically, technical assistance will be provided by the U.S. contractor and/or other expatriate and local consultants to assist the Contractor and USAID/Peru to, among other things:

- A. Undertake training needs assessments.
- B. Design and develop an integrated pre-departure orientation/Survival English program.
- C. Implement program workshops.
- D. Undertake financial audits at the end of years 1, 2, and 4 of the Contract.

In addition, the Contractor will seek to identify qualified and appropriate Peruvian volunteers to accompany specific groups of participants to the U.S. as chaperones/interpreters for those training programs which require such specialized services. Funds will be provided in the Contract to cover the international and local (U.S.) travel and per diem and related travel expenses for these individuals.

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TABLE 1

PROPOSED SOCIAL AND ECONOMIC INDICATORS FOR SCREENING APPLICANTS

Applicants will be given a point for each of the indicators listed below which are applicable to their situation. Each applicant can receive a maximum possible score of 10. Applicants who receive a cumulative score of at least 4 will be considered socially/economically disadvantaged for purposes of the APSP. A minimum of 70% of all APSP participants must be socially/economically disadvantaged.

<u>INDICATORS</u>	<u>POINTS</u>
1. <u>Racial/Ethnic Background of Applicant</u>	1
a. Indian	
b. Mestizo	
c. Black	
d. Oriental	
2. <u>Sex of Applicant: Female</u>	1
3. <u>Primary Place of Residence of Applicant</u> (where individual lived for the major part of his/her life to date)	1
a. Departments, outside capital city	
b. Lima PPJJ	
c. Other Lima neighborhoods including San Martín de Porras, Chorrillos, Jesús María, Rímac, and the like	
4. <u>Female Headed Household</u> If the applicant grew up (spent most of his/her childhood) in such a household	1
5. <u>Level of Education of Father (or Mother if Female Headed Household): Less than high school graduate</u>	1
6. <u>Level of Education of Applicant: Less than high school graduate</u>	1
7. <u>Nature of Education of Applicant</u>	1
a. For high school graduate or less:	
i. All public schools	
ii. Low-cost private schools	
iii. Other private schools where applicant paid lower half of sliding fee scale or attended on scholarship (proof required if possible)	
b. For those who attended school beyond high school: Universities/technical schools where applicant paid lower half of sliding fee scale or attended on scholarship (proof required if possible).	
8. <u>Family Per Capita Income: Less than \$100 per month per family member</u>	1
9. <u>Father's Occupation (or Mother's if Female Headed Household):</u>	1
a. Non-professional, "blue-collar"	
b. Subsistence farming	
10. <u>Travel of Applicant: No travel outside of Peru</u>	1
<b>MAXIMUM POSSIBLE SCORE</b>	<b>10</b>

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TABLE 2

ANDEAN PEACE SCHOLARSHIP PROGRAMPROJECTED NUMBERS a/ OF PARTICIPANTS BY YEAR AND DURATION OF TRAINING

CATEGORY OF TRAINING	Y E A R				TOTAL
	1 10/87-9/88	2 10/88-9/89	3 10/89-9/90	4 10/90-9/91	
Short-term <u>b/</u>	40	65	90	100	295
Long-term <u>c/</u>	<u>15</u>	<u>30</u>	<u>10</u>	--	<u>55</u>
TOTALS	55	95	100	100	350

a/ Numbers refer to participants who initiate but who do not necessarily complete their training program during the indicated time period.

b/ Based on an average of 1.5 months per participant.

c/ For about 18 months each.

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Table 3

ANDEAN PEACE SCHOLARSHIP PROGRAM (AISP): POSSIBLE TRAINING PROGRAMS AND  
RECRUITMENT PROCEDURES FOR POSSIBLE TARGETS GROUPS

TARGET GROUP	POSSIBLE ORGANIZATIONS OR OTHER PROCEDURES TO HELP IDENTIFY CANDIDATES	POSSIBLE TRAINING PROGRAMS
<u>POLITICIANS</u>		
<p><u>Leaders and/or Potential Leaders</u> - Young men and women (age: 25 to 40) who hold key positions in political parties throughout the country at national, provincial, and district levels.</p>	<p>Observe and follow the performance and prospects of promising actual and potential young leaders; seek counsel from political analysts.</p>	<p>Exposure to life in the United States, meetings with democratic political groups and members of local political party committees, visits to educational and health and business facilities, and to State government offices. <u>Length of training: 4 weeks.</u></p>
<p><u>Municipalities</u> - Mayors from marginal urban and rural areas. - Councilmen from marginal urban and rural areas (Community Development, Emergency and Food Programs, Cultural Activities and Sports, Public Transportation.)</p>	<p>Contact the CODES in the various regions of the country as well as the Municipalities themselves, Parents Associations, and Lions and Rotary Clubs where available, Mothers Clubs, Civic groups, etc.</p>	<p>Observation visits to Municipalities located in areas most similar to those where the participants come from. Program should give them opportunity to observe and discuss at some length the role played by their peers in the locations visited. <u>Length of training: 4 weeks.</u></p>
<p><u>Congressmen</u> Members of the House of Representatives and the Senate, who have the capacity to influence their colleagues.</p>	<p>Observe and follow the performance and prospects of Congressmen in action; seek counsel from political analysts.</p>	<p>Hold meetings with Congressmen of the United States, attend a couple of Congressional sessions, hold interviews with important members of the U.S. government both at the Federal and State levels. <u>Length of training: 4 weeks.</u></p>

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Table 3 (cont.)

TARGET GROUP	POSSIBLE ORGANIZATIONS OR OTHER PROCEDURES TO HELP IDENTIFY CANDIDATES	POSSIBLE TRAINING PROGRAMS
<u>FUEBLOS JOVENES</u>		
Men/Women leaders and/or potential leaders currently working in self-help programs in such fields as primary education, special education, maternal and child health care, food and nutrition programs, land entitlement, road and building construction, water, sewage, and electrical installations, etc.	Seek orientation and advice from the CORDES, PVOs, the Church, "Asociaciones de Vecinos", Parents Associations of local schools, etc.	Exposure to U.S. local organizations working in programs that bear similarity to theirs in Perú. Observe activities of Church groups, PIAs, social service institutions, etc. <u>Length of training: 4 weeks.</u>
Men/Women engaged in small trades such as the domestic manufacture of knitted clothes, handicrafts, toys, food preparation and sale, leather works, artisan products, carpentry, etc.	Observation visits of members of USAID/Peru's Social Development and Training Division staff. Contacts with CORDES and Municipalities.	A 4-week training program providing management skills followed by 2 weeks on-the-job training in similar small trades. Exposure to the American way of life throughout entire program. <u>Length of training: 6 weeks.</u>
Young boys and girls actively engaged in community development activities, either forming independent groups or acting as assistants in groups organized and managed by adults.	School Principals, Neighbors Associations, PVOs, Parents Associations of local schools, the Church, and Instituto Reriano del Deporte (IRD).	A 2-week training program dealing primarily with community development and leadership techniques, followed by 2 weeks on-the-job training with youth or young adult groups such as 4-H, the YMCA, Scouts, etc., engaged in such activities. <u>Length of training: 4 weeks.</u>

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Table 3 (cont.)

TARGET GROUP	POSSIBLE ORGANIZATIONS OR OTHER PROCEDURES TO HELP IDENTIFY CANDIDATES	POSSIBLE TRAINING PROGRAMS
3. <u>LABOR UNION LEADERS</u>		
a. Men and women who either hold office or are active members of a union. They should belong to trade unions which have definite weight in the industrial and commercial activities of the country as well as in public services (transportation, banking, medical facilities, public administration, etc.).	CGTP, CTP, CNA, important Federation and/or Trade Unions such as Textiles, Mining, Public Transportation, Banking, CITE, SUTEP, AID returned participants where appropriate, AFLD local representative.	Short course in Spanish focusing on labor-management cooperation, collective bargaining, mediation and arbitration, the role of labor in developing democracy, labor education techniques, and trade union leadership. Visits to trade unions and to the U.S. Department of Labor. <u>Length of training: 4 weeks.</u>
b. Men and women who either hold office or are active members in such organizations as CITE and SUTEP, mainly because of these unions' political involvement.	Same as above.	Same as above.
4. <u>SECONDARY SCHOOL TEACHERS</u>		
Young school teachers of secondary education from both marginal-urban and rural areas, preferably working in public schools but not excluding private schools for low and middle-class level school population.	School Principals, Parents Associations, Neighbors Associations, Mothers Clubs.	Observation visits to public schools in U.S. towns similar in size and population to those where they live and work in Peru. Meetings with PTA members, teachers, student counsellors and with members of the community involved in the respective school's activities. <u>Length of training: 4 weeks.</u>
		Academic training in Teacher Training and/or Education Administration which may or may not lead to a degree. <u>Length of training: 18 months.</u>

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Table 3 (cont.)

TARGET GROUP	POSSIBLE ORGANIZATIONS OR OTHER PROCEDURES TO HELP IDENTIFY CANDIDATES	POSSIBLE TRAINING PROGRAMS
5. <u>UNIVERSITY PROFESSORS</u>	Presidents, Deans and full-time professors of the universities selected by the USAID and/or local contractor. AID former participants, prestigious members of professional associations (Colegios Profesionales).	Academic training which may or may not lead to a degree but should bear direct relationship with their teaching work in Peru. English would be mandatory except in those cases where the university offers a special course in Spanish. <u>Length of training: 2-18 mos.</u>
6. <u>HIGH SCHOOL STUDENTS</u>	School Principals and teachers, Parents Associations, Student Councils where appropriate, Boys and Girls Scouts Associations, YMCA, Church organizations.	Short-term programs providing exposure to family life in the United States as well as to youth groups, civic action groups, Scouts clubs, 4-H groups, recreation and sports programs, drug education programs, etc. <u>Length of training: 8 weeks.</u>  A "High School Junior Year Abroad" permits a deeper exposure to family life and culture, the opportunity to complete junior year of high school studies abroad, and develop strong language skills. <u>Length of training: up to 12 months.</u>

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Table 3 (cont.)

TARGET GROUP	POSSIBLE ORGANIZATIONS OR OTHER PROCEDURES TO HELP IDENTIFY CANDIDATES	POSSIBLE TRAINING PROGRAMS
7. <u>UNIVERSITY STUDENTS</u>	University Presidents, Deans, and Professors. Civic action groups, social service organizations, cultural institutions and/or groups operating in the locality, AID former participants, etc.	<p>Observation training program providing opportunity for the participant to become acquainted with the life and extra-curricular activities of U.S. university students. Exposure to cultural, social service, and civic activities in which US university students participate. Observation of the student's life on campus, his responsibilities and involvement in the various aspects of university activities.</p> <p><u>Length of training: 8 weeks.</u></p> <p>Associate degree programs in U.S. <u>Length of training: 18 months.</u></p>
8. <u>JOURNALISTS</u>	National and/or Regional Associations of Journalists, heads of university programs for journalists, USIS, and reliable members of the community familiar with local mass-media communication activities and its representatives.	<p>A seminar or workshop conducted in Spanish designed to give the participants an understanding of the role and operations of the U.S. press and to provide them with an opportunity to analyze U.S. perceptions of Latin America as reflected in the U.S. press. A two or three day specialized seminar in Communications.</p> <p>Visits to a few selected newspapers, exchange of views with selected U.S. political and economic columnists specializing in Latin American politics and economy.</p> <p><u>Length of training: 4 weeks.</u></p>

Table 3 (cont.)

TARGET GROUP	POSSIBLE ORGANIZATIONS OR OTHER PROCEDURES TO HELP IDENTIFY CANDIDATES	POSSIBLE TRAINING PROGRAMS
<u>RURAL AREAS</u>		
<p>Farmers from approximately 16 to 45 years of age both men and women. Preference should be given to people who can read and write Spanish and who have demonstrated leadership ability and the capacity to transmit their knowledge and experience to others.</p>	<p>Confederacion Nacional Agraria, Banco Agrario, SIEA, INFOR, CNA, local farmers organizations and CORDES.</p>	<p>Practical training in production, packaging, and marketing of agricultural products. Participants would be assigned to work with farmers raising the same crops they do. They should be actively involved in land preparation, fertilization, insect and disease control, harvesting, etc. activities.</p> <p>Transfer of technology can be obtained in practically any aspect of agricultural production, as well as in animal reproduction, etc. (Texas A&amp;M University has such a program as does the 4-H club of America.)</p> <p><u>Length of training: 4-8 weeks.</u></p>
<p>Leaders or potential leaders engaged in any type of community development work among rural populations. Such work may concern the establishment and operation of small cooperatives; the promotion and/or operation of educational and health care programs; the promotion, organization and operation of micro-enterprises of the industrial type utilizing indigenous materials for the manufacture of handicrafts.</p>	<p>CORDES, local farmers associations, Banco Agrario, SIEA, municipalities, civic and social service groups, Banco Industrial, former AID participants, local agrarian universities.</p>	<p>A seminar and/or workshop designed to provide the participants with simple management techniques, planning and organization tools, evaluation procedures and other technical knowledge that may assist them in the implementation of their work within their rural communities. Visits to pertinent organizations and groups engaged in rural community development work.</p> <p><u>Length of training: 4 weeks.</u></p>

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Table 3 (cont.)

TARGET GROUP	POSSIBLE ORGANIZATIONS OR OTHER PROCEDURES TO HELP IDENTIFY CANDIDATES	POSSIBLE TRAINING PROGRAMS
<u>COOPERATIVES</u>	National, regional and local cooperatives, SAIS, production and service banks (Agrarian, Industrial, Housing), agri-business cooperatives, CORDES.	A 4-week short course in Cooperatives Management, in Spanish, probably organized by CINA, followed by a 2-week period of on-the-job training. <u>Length of training: 6 weeks.</u>
<u>PUBLIC INSTITUTIONS</u>	Candidates should be presented preferably by their employers, though they may be recommended by Embassy/AID Offices and by prominent GOP officers.	It would be desirable to provide academic training to the majority of these participants. Some of them may be eligible for degree training, others may follow university courses not leading to a degree, and still others may attend short-term seminars and/or workshops or receive on-the-job training in such places as the U.S. Bureau of the Census (ESAYTEC) where instruction is provided in Spanish. <u>Length of training: 2 to 18 mos.</u>

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Table 3 (cont.)

TARGET GROUP	POSSIBLE ORGANIZATIONS OR OTHER PROCEDURES TO HELP IDENTIFY CANDIDATES	POSSIBLE TRAINING PROGRAMS
<b>12. INDUSTRIAL AND COMMERCIAL WORKERS</b>		
a. Young men and women employed by medium-sized industrial and or commercial enterprises. Preference should be given to shop workers who need to improve their skills and productivity.	Candidates could be located through CONFIEP, CONACO, the Industrial Bank and the respective employers, and American-Peruvian Chamber of Commerce.	On-the-job training in similar industrial or commercial enterprises in the United States. Technical programs provided should be supplemented by as much contact as possible with young American families. <u>Length of training: 6 weeks.</u>
b. Graduates and/or junior students of vocational training institutions such as SENATI, TECSUP, Politecnico José Rardo, etc.	Candidates could be recommended by the vocational training institutions or by the industrial enterprises providing employment to graduates of such institutions.	Training programs designed to improve the technical skills of the participants, taking into account the type of instruction received by them in Peru. In addition to giving them insight into the American way of life, their programs should equip them with advanced techniques designed to improve their productivity. <u>Length of training: 6 weeks or 18 month Associate Degree Programs in the U.S.</u>
c. Young men and women engaged in family-owned small industries or in small independent industrial and/or commercial businesses which may grow to the extent of providing employment to others.	Candidates may be located through the Industrial Bank, CONFIEP, CONACO, CORDES, and/or the small enterprises themselves.	A short course or workshop on management techniques, preferably in Spanish, followed by practical training programs designed to insure the transfer of technologies needed to improve the quality and volume of services rendered. <u>Length of training: 6 weeks.</u>

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TABLE 4ANDEAN PEACE SCHOLARSHIP PROGRAMPOSSIBLE ORGANIZATIONAL STRUCTURE TO ACHIEVE BROAD GEOGRAPHIC COVERAGE

POSSIBLE LOCATION OF DEPARTMENTAL ASSISTANTS/INTERMEDIARIES	DEPARTMENTS COVERED
A. Arequipa	A.1. Arequipa A.2. Puno A.3. Moquegua A.4. Tacna
B. Cuzco	B.1. Cuzco B.2. Madre de Dios B.3. Apurimac B.4. Ayacucho
C. Lima <u>a/</u>	C.1. Lima C.2. Callao C.3. Ica
D. Huancayo	D.1. Junin D.2. Pasco D.3. Ucayali D.4. Huancavelica
E. Trujillo	E.1. La Libertad E.2. San Martin E.3. Ancash E.4. Huanuco
F. Chiclayo	F.1. Lambayeque F.2. Cajamarca F.3. Amazonas F.4. Loreto
G. Piura	G.1. Piura G.2. Tumbes

SOUTHERN PERU  
(8 DEPARTMENTS)CENTRAL PERU  
(7 DEPARTMENTS)NORTHERN PERU  
(10 DEPARTMENTS)a/ This would be the Contractor's Project office in Lima.

SJP

**TABLE 5**  
**ANDEAN PEACE SCHOLARSHIP PROGRAM**  
**PROPOSED FIRST YEAR IMPLEMENTATION PLAN AND SCHEDULE**

<u>ACTION</u>	1987			1988										
	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.
1. Sign Contract														
2. Advertise, Recruit and Hire Project Staff and Project Coordination Team														
3. Establish Project Office/Burchase Equipment, Furniture, Supplies														
4. Train Staff in AID Procurement, Financial Management and Participant Training Procedures														
5. Prepare and Test Application Form and Screening Scale for Disadvantaged Applicants														
6. Prepare Manuals and Resource Materials on AESP for Intermediaries														
7. Make Preparations for First Annual Project Workshop in Lima														
8. Conduct Workshop in Lima														
9. Undertake Training Needs Assessment of Specific Target Groups for Year 1														
10. Design ESL/Re-Departure Orientation Program														

X

with assistance from the U.S. Contractor and/or other consultants.

Table 5 (cont.)

ACTION	1987			1988										
	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.
1. Test ESL/Orientation Program			-			-								
2. Recruit <u>GROUP A</u> of 15 Long-Term Participants (5 from Lima and Central Peru, 5 from the North, and 5 from the South), Fill Out Application Forms for Promising Candidates, and Administer TOEFL Test to Recommended Candidate Plus 1 or 2 Alternates			-											
3. Interview** Candidates and Make Final Selection of Candidates for <u>GROUP A</u>														
4. Process Candidates for <u>GROUP A</u> , Including Medicals, Passports, Visa, where required, security clearance														
5. Conduct Pre-Departure Orientation and Survival English for <u>GROUP A</u>														
6. Send Off <u>GROUP A</u> for English Language Training														
7. <u>Group A</u> Begins Academic Training														
8. Recruit <u>GROUP 1</u> of 10 Short-Term Participants (4 from Lima and Central Peru, 3 from the North, and 3 from the South) and Fill Out Application Forms			-											

With assistance from the U.S. contractor and/or other consultants.

All participants to be interviewed by both the Contractor and USAID/Peru.

Table 5 (cont.)

ACTION	1987			1988												
	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.		
19. Interview Candidates and Make Final Selection of Candidates for <u>GROUP 1</u>				_____												
20. Process Candidates for <u>GROUP 1</u>					_____											
21. Conduct Pre-Departure Orientation and Survival English for <u>GROUP 1</u>						_____										
22. Send Off <u>GROUP 1</u>							_____									
23. Debrief <u>GROUP 1</u> Upon Their Return								_____								
24. Recruit <u>GROUP 2</u> of 10 Short-Term Participants (Same Geographic Distribution as Group 1) and Fill Out Application Forms				_____												
25. Interview Candidates and Make Final Selection of Candidates for <u>GROUP 2</u>					_____											
26. Process Candidates for <u>GROUP 2</u>						_____										
27. Conduct Pre-Departure Orientation and Survival English for <u>GROUP 2</u>							_____									
28. Send Off <u>GROUP 2</u>								_____								
29. Debrief <u>GROUP 2</u> Upon Their Return									_____							
30. Recruit <u>GROUP 3</u> of 10 Short-Term Participants (Same Geographic Distribution as Groups 1 and 2) and Fill Out Application Forms						_____										
31. Interview Candidates and Make Final Selection of Candidates for <u>GROUP 3</u>							_____									

Table 5 (cont.)

ACTION	1987			1988										
	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.
32. Process Candidates for <u>GROUP 3</u>							—							
33. Conduct Pre-Departure Orientation and Survival English for <u>GROUP 3</u>								—						
34. Send Off <u>GROUP 3</u>								—						
35. Debrief <u>GROUP 3</u> Upon Their Return										—				
36. Recruit <u>GROUP 4</u> of 10 Short-Term Participants (Same Geographic Distribution as Groups 1-3) and Fill Out Application Forms						—								
37. Interview Candidates and Make Final Selection of Candidates for <u>GROUP 4</u>							—							
38. Process Candidates for <u>GROUP 4</u>								—						
39. Conduct Pre-Departure Orientation and Survival English for <u>GROUP 4</u>									—					
40. Send Off <u>GROUP 4</u>										—				
41. Debrief <u>GROUP 4</u> Upon Their Return											—			
42. Conduct Intensive Program Review												—		
43. Make Preparations for Second Annual Project Workshop in Lima													—	

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Table 5 (cont.)

ACTION	1987			1988										
	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.
*44. Conduct Workshop in Lima												-		
*45. Undertake Training Needs Assessment of Specific Target Groups for Year 2												+		
46. Design and Conduct Follow-Up Activities					X									
47. Submit to USAID First Quarterly Program and Financial Report (October 1-December 31, 1987)														
48. Submit to USAID Second Quarterly Program and Financial Report (January 1-March 31, 1988)								X						
49. Submit to USAID Third Quarterly Program and Financial Report (April 1-June 30, 1988)											X			
50. Submit to USAID Combined Report Consisting of Fourth Quarterly Program and Financial Report (July 1-September 30, 1988) and Summary Annual Report for the Period October 1, 1987-September 30, 1988														X
51. Submit to USAID Annual Implementation Plan and Schedule for Year 2 of the Program												X		
52. Conduct External Financial Audit														X

\* With assistance from the U.S. contractor and/or other consultants.