

PROJECT DATA SHEET

1. TRANSACTION CODE

A = Add
 C = Change
 D = Delete

45 + 16
 Amendment Number

DOCUMENT CODE

3

2. COUNTRY/ENTITY

PERU

3. PROJECT NUMBER

527-0246

4. BUREAU/OFFICE

LA

05

5. PROJECT TITLE (maximum 40 characters)

Half Way Center for Delinquent Youths

6. PROJECT ASSISTANCE COMPLETION DATE (PACD)

MM DD YY

7. ESTIMATED DATE OF OBLIGATION

(Under 'B.' below, enter 1, 2, 3, or 4)

A. Initial FY 81

B. Quarter 3

C. Final FY 81

8. COSTS (\$000 OR EQUIVALENT \$1 =)

A. FUNDING SOURCE	FIRST FY 81			LIFE OF PROJECT		
	B. FX	C. L/C	D. Total	E. FX	F. L/C	G. Total
AID Appropriated Total		150	150		150	150
(Grant)	()	(150)	(150)	()	(150)	(150)
(Loan)	()	()	()	()	()	()
Other U.S.						
1. Host Country		50	50		50	50
2. Other Donor(s)						
TOTALS		200	200		200	200

9. SCHEDULE OF AID FUNDING (\$000)

A. APPROPRIATION	B. PRIMARY PURPOSE CODE	C. PRIMARY TECH. CODE		D. OBLIGATIONS TO DATE		E. AMOUNT APPROVED THIS ACTION		F. LIFE OF PROJECT	
		1. Grant	2. Loan	1. Grant	2. Loan	1. Grant	2. Loan	1. Grant	2. Loan
(1) EH	619	635				150		150	
(2)									
(3)									
(4)									
TOTALS						150		150	

10. SECONDARY TECHNICAL CODES (maximum 6 codes of 3 positions each)

613

11. SECONDARY PURPOSE CODE

600

12. SPECIAL CONCERNS CODES (maximum 7 codes of 4 positions each)

A. Code

PVON

TNG

B. Amount

13. PROJECT PURPOSE (maximum 480 characters)

To support the Asociación Peruana de Hogares Juveniles to conduct a vocational training program for the rehabilitation of Juvenile delinquents.

14. SCHEDULED EVALUATIONS

Interim MM YY MM YY Final MM YY
 1 2 8 1 6 8 2

15. SOURCE/ORIGIN OF GOODS AND SERVICES

000 941 Local Other (Specify)

16. AMENDMENTS/NATURE OF CHANGE PROPOSED (This is page 1 of a _____ page PP Amendment.)

17. APPROVED BY

Signature

Leonard Yaeger

Title

Director

Date Signed

MM DD YY

18. DATE DOCUMENT RECEIVED IN AID/W, OR FOR AID/W DOCUMENTS, DATE OF DISTRIBUTION

MM DD YY

PROJECT AUTHORIZATION

Name of Country: PERU

Name of Project: APHJ OPG, Half-Way
Center for Delinquent Youths

Entity: Asociación Peruana de
Hogares Juveniles

Number of Project: 527-0246

1. Pursuant to Section 105 of the Foreign Assistance Act of 1961, as amended, I hereby authorize the Half-Way Center for Delinquent Youths Operational Program Grant project involving planned obligations of not to exceed US\$150,000 in grant funds over a one-year period from the date of authorization, subject to the availability of funds in accordance with the A.I.D./OYB allotment process, to help in financing foreign exchange and local currency costs for the project.

2. This project consists of supporting the efforts of the Asociación Peruana de Hogares Juveniles (APHJ) to conduct a vocational training program for the rehabilitation of juvenile delinquents. Grant funds will be used to assist the APHJ in the construction and equipping of a Half-Way Home to shelter youths, who, once released from prison, are homeless and are without employment prospects.

3. The Project Agreement, which may be negotiated and executed by the Officers to whom such authority is delegated in accordance with A.I.D. regulations and delegations of authority shall be subject to the following essential terms and covenants and major conditions, together with such other terms and conditions as A.I.D. may deem appropriate.

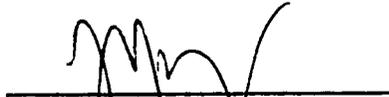
4. a. Source and Origin of Goods and Services

Goods and services, except for ocean shipping, financed by A.I.D. under the project shall have their source and origin in Peru or the United States, except as A.I.D. may otherwise agree in writing. Ocean shipping financed by A.I.D. under the project shall, except as A.I.D. may otherwise agree in writing, be financed only on flag vessels of the United States.

b. Prior to the disbursement of grant funds for construction, APHJ will furnish, in form and substance satisfactory to A.I.D.; (1) engineering plans for the construction of the Half-Way Home; (2) document demonstrating that APHJ has legal title to the land upon which the Center will be build.

c. Prior to the disbursement of A.I.D. Grant funds for any project activity, (per the Illustrative Budget in Attachment B), except for land purchase, the APHJ will provide to A.I.D. satisfactory evidence that a qualified accountant has been employed on a part-time basis and that an accounting system has been developed and installed.

Signature:



Leonard Yaeger
Mission Director
USAID/Peru

Date:

6/19/81

UNITED STATES GOVERNMENT

Memorandum

TO : Mr. Leonard Yaeger
Director

THRU : Robert Kramer, Program Officer *RAK*

FROM : Verónica de Ferrero *VDet*
Program Office

SUBJECT: OPG: Asociación Peruana de Hogares Juveniles
(Half-Way Home for Youth Rehabilitation)

DATE: June 15, 1981

1. SUMMARY AND RECOMMENDATION

Attached for your review and approval is a proposal (Attachment A) and supplemental information (Attachment B) submitted by the Asociación Peruana de Hogares Juveniles (APHJ) requesting Operational Program Grant (OPG) assistance to conduct a one year program whose ultimate purpose is to support vocational training programs for the rehabilitation of juvenile delinquents. To achieve this goal, the APHJ proposes to construct and equip a Half-Way Home to shelter those boys who, once released from prison, find themselves rejected by their families and unprepared for work. In addition, the APHJ will introduce an experimental rehabilitation program based on vocational training that will improve these youths' educational experiences and enhance future employment prospects. The total cost of the project is US\$200,000 of which US\$150,000 would be financed with OPG funds. An illustrative budget is included as Attachment B.

Stated below are summary comments based on APHJ's proposal and supplemental information obtained from APHJ. The project development committee has reviewed the OPG proposal, has found it to be sound and consistent with AID and GOF development objectives, and, therefore, recommends that it be approved.

USAID/Peru Project Development Committee:

Janet Ballantyne, HEN
Paul White, CS
Verónica de Ferrero, PROG

2. BACKGROUND

The plight of Peruvian juveniles following their release from prisons and detention centers is a grave social problem, as evidenced by a significant rate of recidivism. Despite their great human potential, these youths lack skills and legal documentation, and suffer the



additional burden of social discrimination. Family abandonment is common, leaving many homeless.

The civilian government, inaugurated last July, has demonstrated its concern by supporting rehabilitation programs under the direction of the Ministry of Justice. Given the seriousness of the problem and the GOP's commitment to move forward in this area, the Mission believes that the timing is propitious for the type of project being developed with APHJ.

The APHJ is a non-profit, non-governmental organization, legally established under the Peruvian Civil Code by a Constitution duly registered on December 29, 1977. Its creation constitutes a direct response to the lack of efforts to attend to the educational needs of those juveniles that, once released from detention centers, lack job opportunities and are unprepared for meaningful work. Its purpose is to promote and support vocational training programs for the rehabilitation of delinquent youths and, through a participatory training methodology, to permit the youths to learn basic manual skills in order to increase their employment and future earning potential. The foundations of the APHJ program are independence and self-reliance. The challenge is to impart this self-reliance with trust and some sense of the future. Psychological reinforcement will be a basic component of the APHJ overall program.

The APHJ's regular functions presently include: maintenance of a temporary and inadequate Half-Way Home through personal donations or institutional contributions; programming of training activities and counseling services; and permanent coordination with educational centers to assure fellowships for those minors interested in pursuing higher education and more sophisticated vocational training.

Coordination with INAPROMEF (National Institute for Rehabilitation) and other educational institutions that work on behalf of ex-delinquents' needs is also undertaken, as well as educational campaigns for both the public and private sectors, including mass media, conferences and collaboration with law-makers on issues pertaining to the socio-economic and legal well-being of ex-delinquents.

3. PROJECT DESCRIPTION

3.1 Project Ultimate Goals

The Asociación Peruana de Hogares Juveniles (APHJ) has requested AID assistance to construct and equip a Half-Way Home which will constitute the first in its kind in Peru. Thus, two basic goals are to be achieved with AID's economic support:

3.1.1 The construction and equipping of the first Half-Way Home for youth rehabilitation.

3.1.2 The introduction and development of an experimental rehabilitation program based on vocational training programs for those youths living at the Half-Way Home.

AID support will provide young ex-prisoners, ages ranging from 13 to 18, with the opportunity to live in a familiar, emotionally secure environment and to develop basic manual skills in specific areas, e.g. carpentry, metal-mechanics, handicrafts, among others.

Services will also be provided for those minors who, although not living at the Half-Way Home, also have interest in participating in educational activities and counseling services.

Additional activities undertaken by the APHJ include for the future, the creation of a Job Placement Office and the marketing of handicrafts produced by the youths at the Home. In the long run, economic revenues from marketing will permit the APHJ to defray part of the recurrent operating costs of the Home.

The proposed project will also have an impact in the following areas:

Enhancing the skills of the ex-juvenile delinquents so they can more effectively participate in and promote development in their communities when the period of training at the Half-Way Home is completed.

Encouraging or assisting other institutions to incorporate rehabilitation programs of this nature into their development policies or strategies.

Enhancing an awareness or consciousness raising process in other PVOs so that future actions could be planned and implemented jointly.

Developing experimental rehabilitation programs to be replicated in other regional areas of Peru.

Consequently, ultimate goals of the project are basically, to increase the capacity of the APHJ, to offer practical vocational education to ex-juvenile delinquents actually facing family abandonment and, to enhance the APHJ institutional capacity to serve the educational and employment needs of these minors.

b

3.2 Project Outputs

The APHJ's project proposal contains all the elements required by OPG guidelines and coherently addresses the information requested in AID's documents.

3.2.1 Construction of the Half-Way Home for Ex-Delinquents

A land extension of 497.m2 will be purchased in the downtown area of Lima to construct the Half-Way Home. Total cost of land is \$38,700. The APHJ will contribute with \$24,200 and the remaining \$14,500 will be paid from OPG funds.

A total construction area of the first floor will be 282.4 m2. The second floor construction area will be 176 m2. A fence of 85.73 m will be built surrounding the Half-Way Home. Total cost of this construction is \$70,000 taking into consideration inflation costs.

The following areas will be built on the first floor; a multiple use workshop area, a kitchen, a dining room, an office, the supervisor's bedroom with a bathroom and a recreation room. An additional area for open air sports will also be built.

The second floor area will be mainly dedicated to bedrooms, sanitary services, and a storage area. Equipment for these areas will be purchased with AID funds at a total cost of \$26,000. The APHJ will also provide equipment and tools.

3.2.2 The Multiple Use Workshop

AID funds will cover expenses incurred in equipping the multiple use workshop, i.e. basic tools, didactic material and administrative costs.

Three workshops will be equipped and implemented in the multiple use area:*

- Carpentry
- Appliance repair
- Clothes making

* Once these workshops begin to produce revenues, APHJ plans to expand into other categories, such as radio repair, handicrafts, wood engraving, etc.

Direct beneficiaries of these vocational training programs will be the youths living at the Half-Way Home and additionally, those ex-delinquents that want to participate in these programs but live outside the Half-Way Home.

The purchase of basic equipment to implement these workshops will total approximately \$8,500.

3.2.3 The Recreational Area

Recreational equipment will also be provided for the Home. An area for passive recreation will be built where youths can dedicate spare time to table games, e.g. chess, puzzles, etc. In addition, a sports area will also be built for outdoor recreation, basically, foot-ball and basketball. Total estimate cost for the construction of recreational areas is \$7,300. The procurement by A.I.D. of a small portion of this recreational equipment (approx. \$1,500) is ineligible under AID regulations (Handbook 15). We will seek a determination from the AA/LAC to permit AID procurement. However, in the event the determination is not approved, the costs of procurement of this equipment will be covered by the APHJ.

4. PROJECT INPUTS

Most AID funds will be expended for construction and equipment. The APHJ will contribute to the land purchase and will provide some basic tools for workshops. In addition, the APHJ will contribute with volunteer work on a substantial scale. Ms. Maqueira, President of the APHJ, will provide her professional teaching services, on a voluntary basis. Furthermore, the operational costs budget will be reduced because of the nature of the volunteer work to be offered by the APHJ members.

Through donations and institutional sales, the APHJ will also be able to defray operational costs. Economic support has been offered in the past by private and international donors. In fact, coordinations with these organizations may also provide additional sources of funds.

5. FINANCIAL DATA

As already stated above, total cost of the project will be \$200,000 of which US\$150,000 (75% of the total cost) are AID grant funds.

Significant economic counterpart funds have already been offered by the APHJ during the initial implementation period of the Half-Way Home at the President's Home.

6. PROJECT BENEFICIARIES

This construction and equipment of the Half-Way Home for ex-delinquents is a direct answer to the critical situation in which most of national

juvenile centers operate. Most of these minors are deprived of job opportunities because of their delinquent status. Additionally, their stay in prison is unproductive in terms of training and educational preparedness. In fact, most of these centers actually operating in Peru provide no educational service for these minors.

This project, designed by the APHJ, represents a first attempt in this direction, since the Half-Way Home will become a place where minors can live in better conditions and benefit from training and overall counseling activities. In this respect, direct project beneficiaries will be those juvenile ex-delinquents with leadership potential who, although they find can be respected and trusted. The Half-Way Home is a pilot project with great potential for future replication in other areas of Peru.

The Half-Way Home, through its permanent programs, will provide to these minors a diversity of services, including legal services to assist them in the complex task of legalization and recognition of documents, social and psychological services for those living at the Home and finally, services for those minors that although not living at the transitory home, still need assistance for job placement and opportunities for vocational training. Consequently, the programs designed by the APHJ will be the basis for a pilot project with great potential for future replication in other areas of Peru.

The Ministry of Justice, as well as INAPROMEF, has shown interest in this program. They would like to promote extension and educational services for youngsters such as these, but cannot do so at present time because of financial limitations; the proposed OPG may thus provide a model which can be replicated in the future.

7. IMPLEMENTATION SCHEDULE

The APHJ plans to initiate the project towards the end of June. The first month following the signing of the Agreement will be devoted to the land purchase and legal documentations implicit in this transaction. The following months will be mainly dedicated to construction activities and purchase of equipment. The vocational training activities will be initiated towards the end of this first year.

SUMMARY BUDGET
(\$000)

	<u>A.I.D.</u>	<u>A.P.H.J.</u>	<u>TOTAL</u>
1. Land Purchase	14,500	24,200	38,700
2. Maps and licenses	-.-	2,300	2,300
3. Construction costs	70,000	-.-	70,000
4. Workshops (tools and equipment)	8,500	3,300	11,800
5. Equipment for the Half-Way Home	26,000	1,200	27,200
6. Recreational Areas	7,300	-.-	7,300
7. Administrative Expenses	4,700	8,500 ^{a/}	13,200
8. Food supplies, clothes and medicines	-, -	10,000 ^{b/}	10,000
9. Transportation	-.-	500	500
10. Contingencies	19,000	-.-	19,000
	<hr/>	<hr/>	<hr/>
1 TOTAL	150,000	50,000	200,000
	=====	=====	=====

a/ Ms. Maqueira's salary and voluntary work will be donated. Her salary as full-time supervisor is estimated at \$485 approx. per month. Included here are the volunteer work to be offered by the secretary and specialists for a total amount of \$4,854.

b/ Twenty boys during the first year at a cost approx. of \$1,213 monthly. Maintenance cost per boy is approx. \$60 monthly (food: \$36; clothes: \$12; medicines: \$12). Estimated dollar cost is \$14,556 annually. However, during the first year operating expenses have been estimated at a total cost of \$10,000.

	1 9 8 1	1 9 8 2
	_____	_____
	J J A S O N D	J F M A J J
	_____	_____

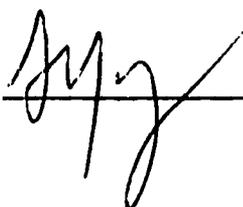
- 1. Signing of the Grant Agreement X
- 2. Licenses and documentation X
- 3. Construction XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX
- 4. Installation of Workshops XXXXXXXX
- 5. Workshop instruction XXXXXXXX

8. CONCLUSIONS AND RECOMMENDATIONS

It is the OPG Project Committee's opinion that the APHJ proposal substantially meets the criteria for OPG programs and merits support. The project is aimed at beneficiaries falling well within Peru's marginal population, who are also the main concern of PD 60. The GOP has enthusiastically endorsed the proposal.

In view of the above, the OPG Projects Committee requests your authorization of the APHJ OPG as submitted.

Director: Leonard Yaeger

APPROVED :  _____

DATE : 6/19/81

DISAPPROVED: _____

DATE : _____

CREACION DE LA CASA - HOGAR TRANSITORIA PARA
REHABILITACION INTEGRAL DE MENORES EGRESADOS DE
ALBERGUES TUTELARES O DE CENTROS DE
REHABILITACION

CANTIDAD SOLICITADA : \$ 150,000

Lugar del Proyecto : Lima-Perú

ASOCIACION PERUANA DE HOGARES JUVENILES

Oficina Principal : Jr. Washington 1241, Dpto. 400

Persona Encargada : Sra. Luzmila de Maqueira, Presidenta

Fecha de Presentación a la AID : Noviembre de 1980

A. PROPOSITO Y DESCRIPCION DEL PROYECTO

La Asociación de Hogares Juveniles ha surgido respondiendo a la necesidad perentoria de brindar la seguridad de un hogar y la consiguiente orientación y capacitación a menores que salen de Centros de Rehabilitación o Albergues Tutelares, después de haber cumplido con las medidas dictadas por el Juez, y se encuentran completamente desamparados por orfandad o abandono y sin ninguna preparación para ganarse el sustento honestamente.

Esta tremenda realidad y la falta absoluta de medios que les permita reintegrarse a la sociedad como ciudadanos útiles y responsables; maxime cuando muchos de ellos son rechazados por sus propios hogares; hace de ellos delincuentes ptenciales e inevitables presidiarios, en muy poco tiempo.

En consecuencia, es propósito de la Asociación la creación de un Hogar con carácter de transitorio donde estos menores logren su rehabilitación integral y definitiva a través del trabajo y del desarrollo de programas acordes con las inquietudes, aptitudes y deseos de superación de los jóvenes. Es el objetivo principal de la Casa-Hogar, el asegurar a los jóvenes un entrenamiento permanente que les asegure su futura incorporación a la sociedad.

Este proyecto es de capital importancia porque es el único que para atender a menores desamparados material y moral mente se ha iniciado en la casa de la Sra. Maqueira, con todas las limitaciones de planta física, falta de equipamiento adecuado y ausencia de financiación segura para atender alimentación y ropa, debido a que la Señora esta aportando parte de los gastos con su propio peculio y la otra parte se consigue con el dictado de :

a.) Clases de Repostería. Adicionalmente, se han realizado funciones benéficas, bingos, kermesses y los fondos obtenidos servirán para la adquisición de maquinaria para los talleres.

El número de menores favorecidos es muy reducido por lo que es imperiosa la necesidad de ampliar esta atención a un número significativo de menores por lo que hemos considerado, por ahora, un número de 20, como cifra inicial, conscientes de que esta cifra irá en aumento a medida de que la Casa-Hogar logre su auto-financiamiento con el producto de la venta de los bienes que se produzcan en los Talleres.

UBICACION

Actualmente y como primer paso, funciona un Hogar provisional en casa de una Socia integrante de la Asociación en el Jr. Washington 1241, Dpto.400, Lima, sufriendo las consecuentes incomodidades de ambientes no adecuados para sus fines y sobre todo sin contar con financiamiento para cubrir los gastos de los servicios que presta y con el inconveniente de que se benefician sólo un número muy limitado de menores. Como el ámbito que se persigue es a nivel Nacional y los requerimientos de niños por rehabilitarse son cada vez mayores, esto resulta ineficaz y totalmente insuficiente.

En cuanto se consiga el apoyo básico para la implementación necesaria, la sede será en Lima, como Nivel Central, pudiendo ampliarse a provincias. Con los recursos financieros que se generen a través de la venta de los bienes que se produzcan en los Talleres, será factible financiar el establecimiento de nuevas sucursales.

..//..

DESCRIPCION GENERAL DEL PROYECTO

La creación de la "Casa Hogar" persigue:

- 1.- Ofrecer un hogar a menores en abandono moral y material y que hayan cumplido la medida dictada por el Juez, en Albergues Tutelares o Institutos de Rehabilitación, por delincuencia.
- 2.- Brindarles atención calor humano y familiar, cuya carencia ha sido causa de su conducta irregular. Darles orientación personal y vocacional.
- 3.- Prestarles los servicios de alimentación, alojamiento y atención médica.
- 4.- Arrancarlos, lo más pronto posible del contagio moral y malos hábitos de los que sí son delincuentes y no muestran deseos de mejorar.
- 5.- Orientarlos hacia actividades acordes con sus aptitudes, habilidades, y aspiraciones.
- 6.- Ofrecerles capacitación permanente a través de Centros Especializados y Talleres que funcionarán en el Hogar, como son, los Talleres de Carpintería, Electricidad Básica, Cestería, Artesanía y Sastrería.
- 7.- Gestionar sus ingresos a Centros de Producción para los que estén capacitados. Asimismo, asegurar su ingreso a Centros Educativos a fin de canalizar positivamente sus aspiraciones educativas.
- 8.- Conectarlos con firmas comerciales que absorban su producción, resultado de su capacitación en la Casa-Hogar.
- 9.- Proporcionarles todo el apoyo necesario para que puedan lograr una profesión a los que tienen condiciones para ello.
- 10.- Efectuar trámites para la consecución de sus documentos personales de identificación: L.M. L.E. Y Certificados de la PIP; para que puedan reintegrarse sin dificultad.
- 11.- Ayudar en todo tipo de gestiones a los jóvenes que han salido del Hogar y se encuentran trabajando en Provincias.

- 12.- Asegurar que estos jóvenes egresados de Centros de Rehabilitación puedan a través de la capacitación y entrenamiento adquiridos en la Escuela Taller, comenzar una vida nueva.

DESCRIPCION DE LOS AMBIENTES QUE SE REQUIEREN EN LA CASA HOGAR

a.- Para la Oficina

- 1 Escritorio
- 2 Sillas
- 1 Máquina de escribir
- 1 Archivador grande
- 1 Mesa para máquina
- Teléfono
- Grabadora y micros
- Focos y pantallas

b.- Para el Comedor

- 2 Mesas
- 20 Sillas
- 1 Armario
- Utencilios:
- 20 platos hondos
- 20 platos tendidos
- 20 tazas
- 20 vasos
- 20 cubiertos
- 1 Televisor

c.- Para la cocina

- Cocina industrial
- Refrigeradora
- Mesas y estantes
- Utencilios
- Licuadaora

d.- Para el dormitorio

- 20 Catres
- 20 Colchones
- 40 frsadas
- 20 almohadas
- 40 sábanas*
- 20 pijamas *
- 20 colchas *

e.- Lavandería

- 1 Lavadora
- 2 planchas
- 2 mesas y estantes

* Serán confeccionados por las voluntarias de APHJ.
..//..

15

f.-Para el Baño

Estantes
40 Toallas
2 Percheros
2 bancas

A fin de implementar los Talleres, se requieren los siguientes elementos:

Taller Múltiple

Carpintería

Garlopa
Tupi
Torno

Electricidad Básica

3 Tableros
Alicates,
Desarmadores
materiales para práctica

Rebobinado de Motores

Banco de trabajo
Alicates, desarmadores Multitester

Radiotécnica

Herramientas para practicas

Cestería

Moldes, agujas y materiales

Sastrería

Maquina de coser y silla

Talla en Madera

Gubias y prensas

Taller de Recreación

Mesitas de ajedrez y damas
Equipo de dibujo
Biblioteca de estudios
Proyector,ecran
corioplastía, herramientas y materiales
Preparación de Cancha

Mini futbol y basquet
Tablero de basquet y arcos
para futbol.

OBJETIVO DEL PROYECTO

1.- El objetivo principal es contar con una Casa-Hogar ubicada en un lugar centrico de Lima, con capacidad para albergar a 20 menores, que esté bien implementada inicialmente con:

- Un Taller de uso Múltiple :

Carpintería

Electricidad

Cestería

Artesanía

Sastrería.

Que su adecuada ubicación permita:

- El desplazamiento económico de los menores para ir a los Centros de Capacitación y de trabajo.
- Facilite la comercialización de los bienes que se produzcan en los Talleres.
- Asimismo, ayude al desplazamiento de los Profesores y facilite el trabajo de las personas que conducen el Hogar, sus ingresos en parte servirán al sostenimiento del Hogar.

Que los Talleres de Carpintería y otros con que esté implementada la Casa-Hogar servirá para la:

- a.- Capacitación de los menores internos;
- b.- Crearles el hábito de trabajo;
- c.- Lograr fondos para el sostenimiento de la Casa-Hogar; y
- d.- Crear fuentes de trabajo incluso para el egresado de la Casa-Hogar

2.- Equipar y dirigir los Talleres de la Casa-Hogar, que servirán para que los menores capacitados realicen trabajos de especialidad bajo la conducción de Profesores. De esta manera podrán adquirir los conocimientos técnicos y desarrollar capacidad empresarial.

El funcionamiento de los Talleres estará regido por el principio del auto-funcionamiento, es decir que organizado con criterio empresarial, se debe valorizar los insumos, la mano de obra y la reposición de los bienes de capital, de modo que se vaya formando un fondo para ampliación o multiplicación.

- 3.- Ofrecer servicios de asesoría permanentes para aquellos menores que no estan internos y necesitan beneficiarse de los servicios.
- 4.- Contar con un cupo de vacantes anuales en Entidades de capacitación como SENATI, POLITECNICOS y SENECAPEs para asegurar y complementar la capacitación de los menores, iniciada en la Casa-Hogar.

5.- Comprometer a varias empresas para captar a través de nuevos empleos a los jóvenes que hayan concluido con su preparación.

6.- Contar con los servicios remunerados del siguiente personal:

- 1 Asistente Social (medio tiempo);
- 1 Secretaria;
- 1 Cocinera;
- 1 Guardián Permanente
- 1 Profesor
- 1 Contador.

7.- Instalar Centros de Orientación Vocacional y Empleo.

B. ANTECEDENTES DEL PROYECTO

Los orígenes de este proyecto fueron los siguientes:

El año 1976, la Presidenta de la Asociación, Sra. Luzmila de Maqueira, entró a colaborar en el Instituto de Menores N°1 de Maranga, como Voluntaria y con verdadera vocación de servicio.

Como al egresar los menores del mencionado Instituto, muchos de estos menores quedaban desamparados, se continuó orientándolos y apoyándolos voluntariamente.

De este seguimiento surgió la idea de la formación de "Hogares Juveniles" o la Casa-Hogar a fin de continuar con la labor iniciada y asegurar a estos jóvenes una orientación permanente.

En vista de no contar con un local apropiado para albergar a estos menores, la Sra. Maqueira voluntariamente ofreció su hogar y es allí donde se ha venido desarrollando un árduo trabajo de formación y capacitación, llegando a la cifra de 80 menores atendidos en el lapso de 4 años (de 1976 a 1980). Esto sirvió para conocer la personalidad aptitudes, habilidades, inquietudes y aspiraciones de los menores, llegando a la conclusión de que era necesario que se capacitarán en el oficio de su preferencia para poder defenderse en la vida y reintegrarse en la forma más positiva a la sociedad. Para lograr este propósito se coordinó con el Politécnico Salesiano, logrando conseguir siete (7) Becas en Carpintería, con el apoyo de la Sra. Adela Ibañez, integrante de COPREME, del SENATI y otras personas.

La idea de proteger a otros menores, dentro de la seguridad del Hogar, nació del hecho comprobado que, en la mayoría de los casos se trata de menores huérfanos, abandonados o en peligro moral en sus propios hogares.

LOGROS ALCANZADOS EN DICHO PERIODO

1.- Capacitación Laboral

Se logró el ingreso de 24 menores al Programa de Reeducción de Campo Abierto de Politécnico Salesiano, que consiste en la capacitación de la especialidad de Ebanistería, cuya duración es de tres años.

En la especialidad de jardinería básica de la Universidad de La Molina se capacitó a 8 menores, becados por un periodo de seis meses.

En la especialidad de Cocina y Repostería se capacitó a ocho menores, con seis meses de duración. Asimismo, algunos jóvenes asistieron a las Academias Particulares tomando cursos en diferentes especialidades. También se cumplieron con mucho éxito diversas actividades de tipo recreativo.

2.- Formación Personal

- a.- Durante el Verano de 1978 se llevó a cabo un Programa de Vacaciones Útiles, el cual consistió en dar permiso a los menores, con intervención de los Jueces, para visitar a sus familiares en provincias. Dicho Programa alcanzó los objetivos esperados, ya que todos los jóvenes regresaron en la fecha que se les había señalado, mereciendo el reconocimiento y la felicitación de los Jueces.
- b.- La asistencia puntual y constante de cuatro menores participantes al Seminario sobre el menor en situación irregular, organizado por la Comisión de Reforma Judicial, recibiendo al final de dicho evento sus respectivos certificados de participación.
- c.- Correspondencia recibida de muchos menores que se encuentran libres y que están trabajando en provincias, comunicando el reconocimiento de las enseñanzas y consejos recibidos.
- d.- Participación voluntaria de 82 menores para hacer su Primera Comunión y ser bautizados, cuya preparación corrió a cargo de dos Religiosas miembros de la Asociación.
- e.- Ayuda y apoyo moral para que un menor terminara sus estudios de secundaria en la noche, ya que de día estudiaba un curso de mecánica de motos.

ORGANISMOS E INSTITUCIONES QUE COLABORAN CON LA ASOCIACION

- 1.- El Ministerio de Vivienda adjudicó a la Asociación de Hogares Juveniles un terreno de 320m²., ubicado en las Flores de Lima, en el Distrito de San Juan de Lurigancho, para destinarlo a los fines que persigue la Asociación, pero como su ubicación no es la apropiada, este servirá para la ampliación futura de los Talleres de la Casa-Hogar.
- 2.- El Ministerio de Economía y Finanzas ha otorgado el Certificado

de Exoneración de Impuestos y ha facultado a la Asociación para constituirse en Sociedad preceptora de Asignaciones Cívicas deducibles, inscrita con el N°08862.

- 3.- El Ministerio de Salud presta permanente apoyo, a través de los diversos Hospitales y Centro de Salud, para despistaje, curación y tratamiento de menores.
- 4.- El Ministerio de Educación brinda apoyo otorgando becas para efectuar estudios en los CENECAPEs, de acuerdo a las aptitudes de los menores.
- 5.- INAPROMEf nos brinda todo tipo de apoyo y asesoría que requiere la Organización.
- 6.- El Ministerio del Interior nos da facilidades de Transporte para la creación de los menores.
- 7.- La Cruz Roja nos brinda apoyo en víveres.
- 8.- Fábricas y empresas particulares nos prestan su apoyo captando a los Egresados del Hogar-Juvenil dentro de su especialidad, debiendo destacar a la Fábrica de Cerámica Iturri, que desde que iniciamos esta obra de bien social, nos facilitó cinco vacantes sin exigir ningún requisito.

C.

ANALISIS DEL PROYECTO

- Con la construcción de la Casa-Hogar (o la adquisición de una casa para que se más económica), se lograría ampliar el número de menores que se beneficiarían con su rehabilitación (actualmente su número es muy reducido).
- Lograda su implementación y auto-sostenimiento se podrían crear otros hogares similares con la asesoría y supervisión de los menores egresados, multiplicándose así el número de beneficiarios del Proyecto.
- Con la rehabilitación conseguida a través de la orientación moral, capacitación en los diversos campos y con la coordinación de las empresas o entidades empleadoras se conseguiría:
 1. Integrar a ciudadanos útiles a la sociedad;
 2. Crear nuevas fuentes de trabajo;
 3. Aumentar las oportunidades de trabajo;
 4. Incrementar la producción;
 5. Aumentar los ingresos de los menores; y
 6. Estimular e incentivar a los egresados, para que formen nuevos grupos de voluntarios, que participen activamente en la capacitación de los integrantes de los nuevos hogares juveniles.

DESCRIPCION DE LA TECNOLOGIA

- 1.- Inicialmente se efectuará una Estadística de los casos de menores que deben ser atendidos o captados por la Casa-Hogar, que hayan egresado de cualquiera de los Centros de Reclusión o Rehabilitación.
- 2.- Se efectuarán trámites para la transferencia de estos menores, con intervención del Juez.
- 3.- Una vez internados se les facilitará : alojamiento, alimentación, ropa limpia, etc.
- 4.- Se iniciará la orientación de los menores, que será efectuada por Psicólogos, Sociólogos y Educadores que prestarán sus servicios en forma gratuita.
- 5.- Se procederá a la capacitación de los mismos: dentro del hogar, con profesores y técnicos ad-honorem y en Centros de Capacitación: como SENATI, POLITECNICOS y CENECAPEs mediante la otorgación de becas.
- 6.- Se les brindará el apoyo de una biblioteca, con libros que amplíen los conocimientos adquiridos en su capacitación, práctica, y teórica.
- 7.- Se les asignará, en los Talleres, las actividades que deban desarrollar para crear los fondos para el sostenimiento, de la Casa-Hogar.
- 8.- Se contactará con las empresas que puedan absorber a los que ya estan preparados para trabajar.
9. Se seleccionará a los alumnos más destacados y que reúnan condiciones de líder para formación de nuevos grupos de "Voluntarios", que colaboren en la capacitación y administración de la Casa-Hogar.
- 10.- Se proyectará la creación de nuevos hogares-juveniles a medida que se vayan recaudando los fondos que se produzcan por el trabajo de los talleres.
- 11.- Se supervisará y controlará el rendimiento de los talleres para lograr su máxima eficiencia con el fin de conseguir la autosubsistencia, de la Casa-Hogar, cuando termine la ayuda de AID.
- 12.- La administración de la Casa-Hogar estara a cargo de la Sra. Luzmila de Maqueira, requiriéndose el siguiente personal remunerado:

- 1 Asistente Social
- 1 Guardián permanente
- 1 Secretaria
- 1 Cocinera

..//..

21

- 1 Contador
- 1 Profesor.

13.- Se establecerán programas recreativos para el esparcimiento de los menores, que maten sus actividades de estudio y de trabajo.

MEDICION Y EVALUACION DE LOS LOGROS DEL PROYECTO :

Considerando que la capacidad de alojamiento de la Casa-Hogar proyectada contaría con 20 menores, inicialmente, se tendría que fijar una meta (cuantificable), a corto plazo (un año). En consecuencia los esfuerzos del Hogar estaría dirigidos a que se vayan cumpliendo en cada trimestre la parte correspondiente para que al finalizar el Cuarto Trimestre se haya cumplido con el número de menores atendidos, propuesto.

Se irán anotando las causas de un avance acelerado y el éxito de determinados menores, para propiciar nuevos avances procurándoles facilidades similares. Asimismo se irán registrando las razones que limitan o frenan el cumplimiento de la meta propuesta en años para que se dicten medidas correctivas para el periodo trimestral siguiente.

MANTENIMIENTO DE LA CASA - HOGAR :

Se mantendrá un plan preventivo de mantenimiento en donde se contemplará la revisión periódica de las instalaciones, pintura de los ambientes, reparación y pintura de mobiliario, mantenimiento y reparación de los equipos de los talleres, para evitar su paralización.

D. PLAN FINANCIERO

1.- NECESIDADES

a- Local:

- Adquisición del Terreno para la Casa-Hogar		16'000,000.00 (*)
Construcción		32'218,000.00

b- Implementación del Taller Múltiple

- Carpintería

- Garlopa	1'500,000.00	
- Tupi	1'950,000.00	
- Torno	800,000.00	4'650,000.00
- Materiales	400,000.00	

(*) El costo total del terreno es de 16'000,000.00 de soles. La APHJ contribuirá con S/10'000,000.00 y con fondos de AID se pagarán los S/.6'000,000.00 de soles restantes.

.- Electricidad Básica

3 Tableros
Alicates, desarmadores
materiales para práctica 300,000.00

.-Rebobinado de Motores

Banco de trabajo
Alicates, desarmadores
multitester 400,000.00

.- Radiotécnica

Herramientas para práctica 300,000.00

.- Cestería

Moldes, agujas, y materiales 190,000.00

.- Sastrería

Máquina de coser y silla
Materiales y equipo 1'000,000.00

.- Talla en Madera

Gubias y prensas
Materiales 350,000.00

Sub-Total Talleres 7'190,000.00

.- Area de Recreación

Mesitas de Ajedrez y damas 100,000.00
Equipo de Dibujo 300,000.00
Biblioteca de estudios 300,000.00
Proyector y ecran 500,000.00
Corioplastia, herramientas
y materiales 100,000.00
Preparación de Cancha Mini
Futbol y basquet tablero de
basquet y arcos para futbol 500,000.00
Equipo básico para Mini
Gimnasio 400,000.00

Sub-Total 3'000,000.00

...//..

DESCRIPCION DE LOS AMBIENTES QUE SE REQUIEREN EN LA CASA

HOGAR Y PRESUPUESTO DE EQUIPAMIENTO :

a. OFICINA

1 Escritorio	40,000.00	
2 Sillas	30,000.00	
1 Máquina de escribir	200,000.00	
1 Archivador grande	500,000.00	
1 Mesa para máquina	20,000.00	
Teléfono	150,000.00	
Grabadora y micros	300,000.00	
Focos y pantallas	280,000.00	1'520,000.00

b. COMEDOR

2 mesas	140,000.00	
20 sillas	300,000.00	
1 armario	300,000.00	
<u>Utencilios:</u>		
20 platos hondos	10,000.00	
20 platos tendidos	10,000.00	
20 tazas	16,000.00	
20 vasos	5,000.00	
20 cubiertos	20,000.00	
1 Televisor	800,000.00	1'601,000.00

c. COCINA

Cocina industrial	1'000,000.00	
Refrigeradora	1'000,000.00	
Mesas y estantes	1'000,000.00	
Utencilios	1'000,000.00	
Licuadaora	50,000.00	4'050,000.00

d. DORMITORIO

20 Catres	700,000.00	
20 Colchas	400,000.00	
40 frazadas	280,000.00	
20 almohadas	100,000.00	
40 sábanas	200,000.00	
20 colchas	140,000.00	
20 pijamas	140,000.00	1'960,000.00

e. LAVANDERIA

Lavadora	700,000.00	
2 planchas	20,000.00	
2 mesas y estantes	330,000.00	1'050,000.00

f. BAÑO

Estantes	200,000.00	
40 Toallas	40,000.00	
2 Percheros	30,000.00	
2 Bancas	10,000.00	<u>280,000.00</u>
	Total	10' 461,000.00

2.- PERSONAL

1 Secretaria	720,000.00	
1 Guardián	720,000.00	
1 Contador	480,000.00 (*)	1' 920,000.00

3.- PATRIMONIO DE LA ASOCIACION

La Asociación cuenta actualmente con los siguientes:

- Terreno de 320m2. valorizado arance- lariamente en		896,000.00
- Aparatos Sanitarios donados por la fábrica de Cerámica el Pacífico		47,184.00
- Aparatos Sanitarios donados por la Socia Sra. Luzmila de Maqueira		101,216.00
- Herramientas de carpintería, donados por la Socia, Sra. Adela Ibañez.		100,000.00
- Vajilla, donación anónima		24,000.00
- Cuadro del Corazón de Jesús, dona- ción anónima		5,000.00
- Libreta de Ahorros N°40512543 del Banco Continental (fondos obtenidos por diversas actividades) y certifi- cados de dólar por un total		11' 027,597.00
- Taladro Manual		130,000.00
- Esmeríl		35,000.00
- Lijadora de Banda		142,040.00
- Cierra caladora		59,360.00
- Cierra cinta		1' 021,515.00
- Juego de piedra de moldear		1,650.00
- Extensión para taladro		<u>10,548.00</u>
	Total	13' 601,110.00

4.- APORTES DE LA ASOCIACION (1976-1980)

- Menores egresados (seleccionados): 55

(*) Solo se pagará al Contador por asesoramiento, ya que el trabajo será hecho por el personal voluntario.

25

- Permanencia Promedio : 1 año (14)	
- Alimentación: S/.500.00 c/u	84,000.00
- Ropa: S/. 15,000 c/u	210,000.00
- Medicamentos	70,000.00
- Capacitación: S/. 1,500.00 c/u	252,000.00
- Movilidad: S/. 500.00 c/u	84,000.00
- Utiles de Aseo	60,000.00
	<hr/>
TOTAL	S/. 760,000.00

5.- CAPITAL HUMANO

La Asociación cuenta con un selecto número de profesionales quienes le brindan asesoría en todos los campos, y los que se sienten comprometidos a colaborar en la implementación tanto de la Casa- Hogar como la de los talleres (Ingenieros):

- | | |
|-----------------|----------------------------|
| - 6 Médicos | -2 Abogados |
| - 1 Sociólogo | -2 Psicólogos |
| - 2 Ingenieros | -2 Personal Administrativo |
| - 6 Religiosas | -6 Profesores |
| - 2 Odontólogos | -6 Asistentes Sociales. |

Lima, Noviembre de 1980

26

I L L U S T R A T I V E P R O J E C T B U D G E T
(US\$000)

	<u>A.I.D.</u>	<u>A.P.H.J.</u>	<u>TOTAL</u>
1. Land Purchase	14,500	24,200	38,700
2. Maps and Licenses	-.-	2,300	2,300
3. Construction Costs	70,000	-.-	70,000
4. Workshops (tools and equipment)	8,500	3,300	11,800
5. Equipment for the Half-Way Home	26,000	1,200	27,200
6. Recreational Areas	7,300	-.-	7,300
7. Administrative Expenses	4,700	8,500	13,200
8. Food Supplies, Clothes and Medicines	-.-	10,000	10,000
9. Transportation	-.-	500	500
10. Contingencies	19,000	-.-	19,000
	<hr/>	<hr/>	<hr/>
TOTAL	150,000	50,000	200,000
	=====	=====	=====

PROYECTO DE CONSTRUCCION DE LA CASA HOGAR

1. Terreno

Area: 497.20 m²
Valor: 16,000,000

2. Construcción

(A) Primera Planta

Area : 282.4 m²
Valor: 16,944,000

Construcción en forma de L de 8m. de ancho (ver plano)
Para el caso de esta construcción el área libre que quedaría después de construir el área Techada sería de 155 m. (esto no incluye el área del corredor delantero del terreno).
El área construida nos representaría una inversión de S/. 16,944,000, considerando el costo de metro cuadrado techado de S/. 60,000 esto es debido a que la construcción es de grandes ambientes y acabados sencillos.

(B) Cerco Perimetral

Area: 85.73 m.
Valor: S/. 1,714,600

Excluyendo el área construida tendríamos que cercar el perímetro del área libre que es de 85.73 m., lo cual está valorizado en S/. 20,000 por metro - lineal.

(C) Segunda Planta

Area: 176 m.
Valor: S/. 10,560,000

El segundo piso se haría con un área de aproximadamente 176 m. esto se obtendría al techar un largo de 22 m. por un ancho de 8 m. y considerando a S/. 60,000 el metro cuadrado de construcción de las 2 plantas más la del cerco perimetral sería de S/. 29,218,600.

Se estima como una protección para el alza de precios de la construcción un 10% del monto a destinar para tal fin, o sea S/. 3,000,000.

3. Equipamiento

Se estima invertir para el equipamiento de la Casa, sin contar talleres S/. 12,000,000.

4. Recreación Educativa y Deportiva

Se prevee necesitar para inversión en activos S/. 3,000,000.

El área libre de 155.3 esta destinada para el empleo de canchas de mini-fútbol y mini-basket para lo cual se necesitaría acondicionar el piso y esto equivaldría a S/. 800,000.
El equipamiento para 2 salones de recreación Educativa costaría S/. 2,200,000.

5. Talleres

Para el equipamiento del taller múltiple en el cual se realizaran trabajos de carpintería, electricidad básica, cestería, y otras Artesanías, se requerirá de S/. 6,000,000.
El pasadizo delantero del terreno de 21 m. de largo y 3 m. de ancho se podrá emplear en un futuro para hacer puestos ligeros de Venta de Artesanías, que permitiría tener una autofinanciación para la Asociación y un autosustento para los jóvenes.

1 Terreno	S/. 16,000,000
2. Construcción	29,218,600
Protección	3,000,000
3 Equipamiento	12,000,000
4 Recreación	3,000,000
5 Talleres	6,000,000
	<hr/>
	69,218,600

Administración

La Asociación en Certificados de Dólar tiene, dólares 26,896.58 o sea S/. 11,027,597, lo cual serviría para dar a cuenta para la compra del terreno S/. 10,000,000. Reservando el resto del dinero para el pago de Alcabala y Gastos Notariales, Licencia de Construcción y planos.

PROYECTO DE CASA-HOGAR

AREA TECHADA (real)	508 m ²
COSTO ESTIMADO DE OBRA	S/. 30,000,000.00 aprox.

RELACION DE MATERIALES:

Cemento	2,000 bolsas
Fierro	11,000 Kgs. (total)
DIAMETRO.....	1/4 3/8 1/2 5/8 3/4
TONELADAS.....	1.0 3.0 2.0 3.0 2.0
Ladrillo K K	25 millares
Ladrillo H 15	3.5 millares
Alambre negro N°16	1 tonelada
Alambre negro N°8	0.5 toneladas

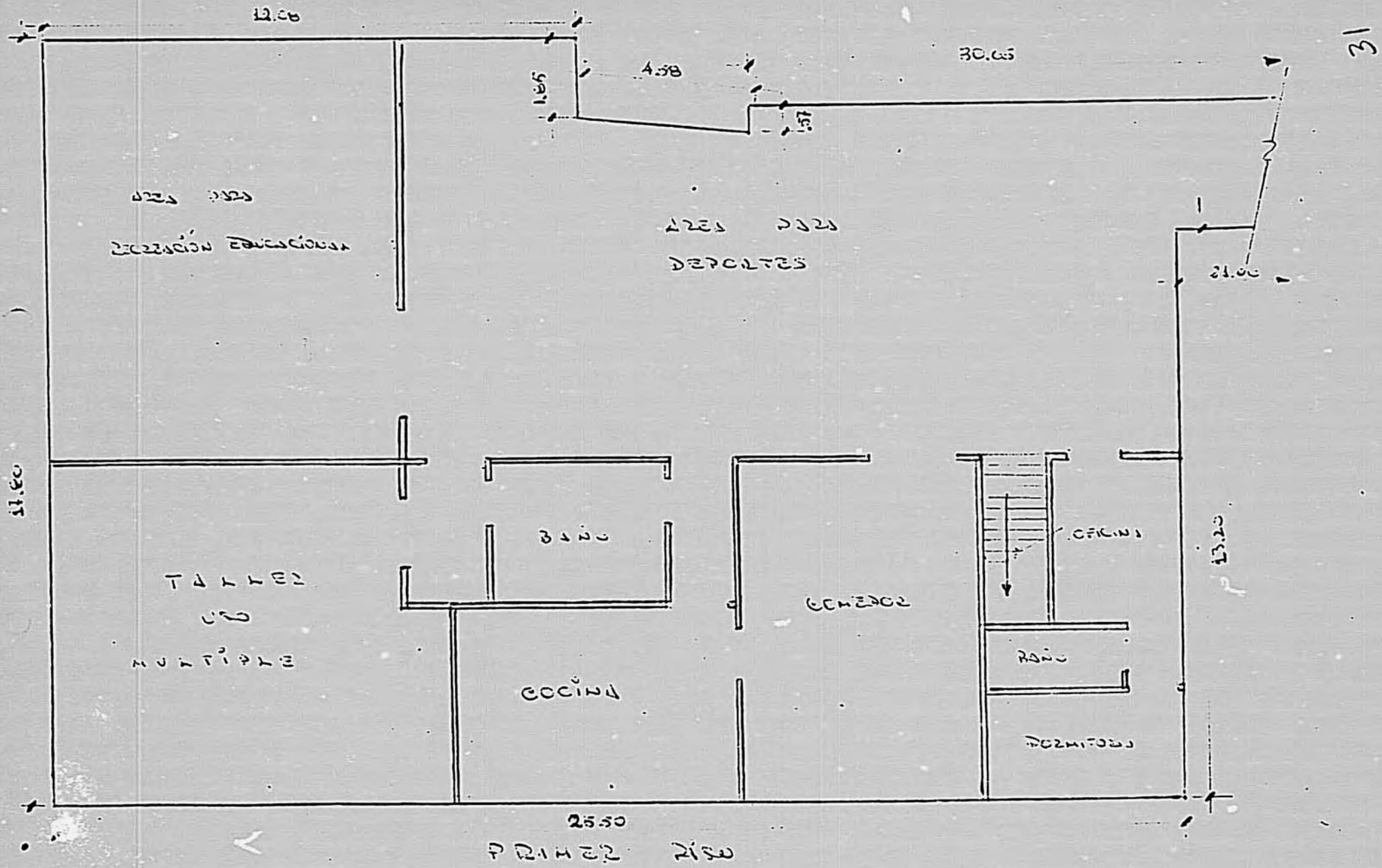
NOTA.- No se puede especificar otros materiales como arena, piedra, etc., hasta que se estudie el subsuelo.

Por consiguiente se necesitará S/. 5,000,000.00 mensuales y la obra se terminaría en 6 meses

PRIMERA ETAPA.-

1. Terreno, Fierro, Alambre y Ladrillo
2. Planos y aprobación de plano: 1 semana y 15 días respectivamente para su realización.
3. Para adquirir la licencia, en 1 mes se tramita.
4. Cimiento, Muro Perimetral:

Para esta primera etapa se requerirá 500 bolsas de cemento.





SEGUNDO PISO

INITIAL ENVIRONMENTAL EXAMINATION

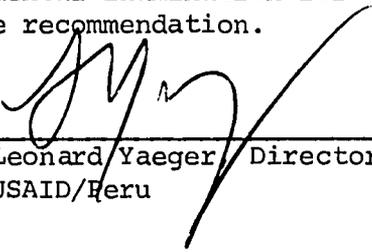
Project Location : PERU
Project Title : Half-Way Home for Ex-delinquents
Funding : FY 81 Loan/Grant: US\$150,000
Life of Project : One year
IEE Prepared : Enrique Schroth
Engineering and Implementation Division
USAID/Peru
Date : June 17, 1981

Environmental Action Recommended:

The USAID/Peru Project Committee has undertaken a complete Initial Environmental Examination (IEE) of the project environmental impacts and has arrived at a recommendation for a NEGATIVE DETERMINATION.

Concurrence:

I have reviewed the Initial Environmental Examination for the Environmental Sanitation Project and concur in the recommendation.



Leonard Yaeger Director
USAID/Peru

AA/LA Decision:

Based upon the Development Assistance Executive Committee review of the Project Identification Document, including the Initial Environmental Examination for the Environmental Project, I approve the Threshold Decision for a NEGATIVE DETERMINATION.

Assistance Administration for
Latin America

Project Description

The Asociación Peruana de Hogares Juveniles (APHJ) has requested AID assistance to construct and equip a Half-Way Home which will constitute the first in its kind in Peru. Thus, two basic goals are to be achieved with AID's economic support:

a. The construction and equipping of the first Half-Way Home for youth rehabilitation.

b. The introduction and development of an experimental rehabilitation program based on vocational training programs for those youths living at the Half-Way Home.

AID support will provide young ex-prisoners, ages ranging from 13 to 18, with the opportunity to live in a familiar, emotionally secure environment and to develop basic manual skills in specific areas, e.g. carpentry, metal-mechanics, handicrafts, among others.

Services will also be provided for those minors, who, although, not living at the Half-Way Center; also have interest in participating in educational activities and counseling services.

Additional activities undertaken by the APHJ include for the future, the creation of a Job Placement Office and the marketing of handicrafts produced by the youths at the Home. In the long run, economic revenues from marketing will permit the APHJ to defray part of the recurrent operating costs of the Home.

Consequently, ultimate project goals are basically, to increase the capacity of the APHJ, to offer practical vocational education to ex-juvenile delinquents actually facing family abandonment and, to enhance the APHJ institutional capacity to serve the educational and employment needs of these minors.

I. Identification and Evaluation of Environmental Impacts

The project's possible environmental effects have been reviewed following the order established in the Impact Identification and Evaluation Form. It has been concluded that the project will not have any significant environmental impact.

The projects' impact on cultural and socio-economic patterns will be positive, will also create conditions for the establishment and growth of community development activities improving living conditions.

II. IMPACT IDENTIFICATION AND EVALUATION FORM

Impact Areas and Sub-areas ^{1/}

Impact
Identification
and
Evaluation ^{2/}

A. Land Use

1. Changing the character of the land through:

- | | |
|--|---|
| a. Increasing the population | N |
| b. Extracting natural resources | N |
| c. Land clearing | N |
| d. Changing soil productivity capacity | N |

2. Altering natural defenses N

3. Foreclosing important uses N

4. Jeopardizing man or his works N

5. Other factors,

- e.g. ecological balance of land to be used;
- also to be used for covering other things which you want to build in or to have evaluated. None

1/ See explanatory Notes for this form.

2/ Use the following symbols: N = No environmental impact
L = Little environmental impact
M = Moderate environmental impact
H = High environmental impact
U = Unknown environmental impact

	<u>Impact Identification and Evaluation</u>
B. <u>Water Quality</u>	
1. Physical state of water	N
2. Chemical and biological states	N
3. Ecological balance	N
4. Other factors	None
C. <u>Atmospheric</u>	
1. Aid additives	N
2. Air pollution	N
3. Noise pollution	N
4. Other factors	None
D. <u>Natural Resources</u>	
1. Diversion, altered use of water	N
2. Irreversible, inefficient commitments	N
3. Other factors	None
E. <u>Cultural and Socioeconomic</u>	
1. Altering physical symbols	N
2. Changes of cultural traditions	N
3. Changes in population	N
4. Other factors	None
Community Development	L

FOREIGN PRIVATE AND VOLUNTARY ORGANIZATION

CERTIFICATE OF ELIGIBILITY

COUNTRY: PERU

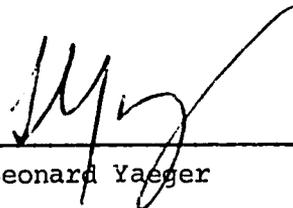
OFFICIAL NAME OF FOREIGN PVO: Asociación Peruana de Hogares
Juveniles

ADDRESS: Jirón Washington 1241, Oficina 400, Lima 1, Perú
Casilla Postal 5272, Lima 1. Telephone: 31-3368

PRINCIPAL PVO OFFICER: Mrs. Luzmila de Maqueira, President

Pursuant to A.I.D. policy and guidelines approved March 15, 1978,
relative to foreign private and voluntary organizations, I hereby
certify that the above entity meets the basic conditions for
eligibility to seek U.S. Government resources.

Approval - Name:



Leonard Yaeger

Title: Director USAID/Peru

Attachment: Summary Description

FOREIGN PRIVATE AND VOLUNTARY ORGANIZATIONS

SUMMARY DESCRIPTION

Date Application Received: 12/4/80

Name of PVO: Asociación Peruana de Hogares Juveniles

Mailing Address: Jirón Washington 1241, Oficina 400, Lima 1, Perú

Casilla Postal 5272, Lima 1, Perú. Telephone: 31-2268

President of the Organization: Mrs. Luzmila de Maqueira President
(name) (title)

A.I.D. Action Officer: H. Robert Kramer

Fiscal Year: 1981 Income: _____ Expenditures: _____

Status Relating to A.I.D. Resources:

A. Receiving: --- B. Seeking: US\$150,000

1. Is the organization a legal entity within the country in which it is domiciled?
Describe the purpose, noting whether the organization is philanthropic and/or public service oriented and non-profit, nongovernmental, non-political.

Yes, the organization is an association legally established under the Peruvian Civil Code by a constitution duly registered on December 29, 1977. As a PVO, also has its respective Certificate of Tax Exemption granted by the Ministry of Economy and Finance. Its purpose is to promote and support vocational training programs for the rehabilitation of delinquent youths. Through a participatory methodology, training programs are being offered to develop basic manual skills in order to increase the employment and future earning potential of these delinquent minors.

The primary purpose of the APHJ is to enhance the skills of juvenile ex-delinquents so they can effectively participate in their communities when training and living period at the Half-Way Home to be build with A.I.D. assistance, is completed. An addition fundamental goal of APHJ is to encourage and assist other national institutions to incorporate rehabilitation programs of this nature into national development policies or strategies, and finally, create an awareness among other PVOs so that future actions could be planned and implemented jointly.

The Asociación Peruana de Hogares Juveniles (APHJ) is philanthropic and public service oriented and by its constitution is non-profit, non-governmental and non-political.

2. What types of governmental approvals, licenses, etc., and/or Articles of Incorporation, Bylaws, affirm the legal status, purpose and non-profit, non-experimental and non-political nature?

The constitution of the organization clearly states it to be a private, autonomous, non-profit organization. The bylaws affirm the same and more specifically describe the framework within which programs for the juvenile ex-delinquents will be carried out: vocational and educational training to rehabilitate and to secure future integration of these juveniles into society. The taxing authority (Dirección General de Contribuciones) on January 25, 1980, registered the organization in the Register of Tax Exempt Organizations pursuant to law.

3. Describe the method of operation, nature of normal functions, areas of expertise constituency; years in operation; size of staff; and programs and budget projected for its next fiscal year.

This organization operates under the direction of a board of directors and through a typical executive staff structure utilizing the services of volunteers on a substantial scale. The Half-Way Center is temporarily operating at one of the Association members' home. Regular functions of the Association (APHJ) include: maintenance of the Half-Way Center through personal donations or institutional contributions; programming of training activities and counseling services; job placement activities for the youngsters already living at the Transitory Home; permanent coordination with educational centers to assure fellowships for those interested in pursuing other training not specifically vocational.

Coordination with INAPROMEF (National Official Institution for Rehabilitation) and other educational institutions on behalf of ex-delinquents' needs is also undertaken as well as educational campaigns for both the public and private sectors, including mass media, conferences, distribution of materials and collaboration with law-makers on issues pertaining to the socio-economic and legal well-being of these minors.

Project origins dates back to 1976, when Mrs. Maqueira, founder and project sponsor, worked voluntarily in the Maranga National Reformatory, the Instituto de Menores No. 1. The APHJ was founded in 1978 and presently has a membership of 200, principally professionals, e.g. lawyers, psychologists, professors, among others. Projected budget for fiscal year 1981 is US\$220,000 (OPG and others).

The Organization's expertise is primarily in vocational training and psychological guidance offered by professional voluntary teams. Vocational training provided by the Casa Hogar will be in the following areas: carpentry, metal-mechanics and handicrafts. In addition, provision will be made for those boys interested in pursuing educational training not offered at the Half-Way Home. In this respect, educational activities will be coordinated with training institutions to assure fellowships.

Additional activities undertaken by APHJ will include the creation of a Job Placement office and the marketing of handicrafts produced by the youths at the Home. Economic revenues from marketing will permit the APHJ defray part of the recurrent operating costs of the Home once established. Major coordination has already been successfully achieved with University of the Molina and the National Polytechnic Institute. In addition, the Half-Way Home will organize recreational and creative activities.

Direct beneficiaries of this program will be approximately 40 boys during the first year. This number will increase yearly.

Fund-raising campaigns have been undertaken, and assistance from other international and domestic donors has been requested and received.

4. Are the activities the organization is engaged in voluntary charitable or development assistance operational in nature of a type consistent with the FAA or PL 480? Yes X ; No . Are the operations consistent with the purposes described in the application and supporting documentation submitted to AID? Yes X ; No .
5. Describe the activities expected to be conducted with A.I.D. funding. Are these other than religious in nature? Yes X ; No . Discuss any pertinent aspects, as necessary.

OPG assistance has been requested by APHJ to build and equip a Half-Way Home or Transitory Home to shelter youths who have been recently released from prison, and who find themselves basically unprepared for work, and incapable of reintegration into their communities. Funds requested will serve to conduct a one year program whose ultimate purpose is the re-integration of ex-prisoners into society after a period of incarceration. To do this, the APHJ will develop the following activities: (a) purchase of land and construction of the Half-Way Center; (b) design and implementation of vocational training programs in carpentry, metal-mechanics, handicrafts, among others, to develop basic skills; and (c) recreational and creative activities.

The Half-Way Center will operate as a permanent educational and rehabilitation Center where ex-prisoners will benefit from an emotionally secure environment together with educational activities and overall psychological counseling. The program is expected to reach 40 boys during the first year and this rate is expected to increase yearly.

6. If the organization is tax exempt, what is the effective date and duration of the exempt status, the nature of the authorizing entity, and the key factors in the determination?

APHJ received its tax exempt status on January 25, 1980, pursuant to law from the General Director of Taxes because its program met the standards of the law providing for exemption.

7. If the organization is not currently engaged in voluntary charitable or development assistance operations, does it have the potential for becoming so engaged? Yes X; No _____. Summarize the indicators supporting the conclusion.

The organization is so engaged as the documentation above fully describes.

8. What reviews of financial accounts have taken place? For example: Are financial statements rendered by chartered accountants in accordance with generally accepted accounting principles? What conclusions can be drawn regarding the financial viability of the organization?

No independently audited financial statements are available. The USAID Mission, through its Controller, undertook a review of APHJ's books and records. The Controller's conclusions are:

The Asociación Peruana de Hogares Juveniles' financial accounts have not been reviewed by independent accountants since the Association was officially established under Peruvian law in May, 1980. Only minimal financial transactions occurred during the first year of operations-- limited to the receipt of a few donations and the incurrence of minor expenses and purchases. This limited activity in their view did not justify such a review nor did any of the several donors require an independent audit. Statements of Financial Condition were prepared as of December 31, 1980 and April 30, 1981 by an accountant on a voluntary basis.

Although the APHJ has the required accounting ledgers as required by law, it does not have an accounting system nor does it employ an accountant

on a regular basis. Therefore, we recommend the following condition precedent: To employ a qualified accountant at least on a part-time basis and to develop and install an accounting system.

9. Summarize grounds for concluding whether or not the organization has financial resources and demonstrated management capability of sufficient substance to enable it to perform its normal functions in the absence of AID support.

The Asociación Peruana de Hogares Juveniles during the past 13 months has received cash donations amounting to soles 11,076,000 that have been converted into US dollars (\$26,895) and invested in Certificates of Deposit. Also, in-kind donations of workshop tools and sanitary equipment from private business firms valued at soles 1,359,000 (\$3,300) have been received. Approximately soles 400,000 was obtained from other projects.

The founder of the Association, Mrs. Maqueira, started a project for ex-delinquents, homeless juveniles using her house and her resources approximately two and one-half years ago. During this time she has been assisted by other interested personnel on a volunteer basis. This "informal" organization will be absorbed by the Association after the Half-Way Center is constructed and operating.

The limited operating history and limited staff of the APHJ and Mrs. Maqueira's private project precludes us from making a determination as to the adequacy of its financial resources and of its management capabilities.

10. How are the operations of the organization controlled? Describe the nature of authorities and obligations of the governing body, the functions it perform, action it takes, number and regularity of meetings, presence/absence of a quorum, and other factors relevant to the question of the effectiveness of the policy and administrative control of the governing body.

The operations of the organization are controlled through a classic corporate structure with a board of directors, serving for two years, answerable to the general assembly of the membership. The board names the President who administers the organization in conformance with internal regulations established by the board. A quorum of the board is formed by one-half of the members plus one. Voting is on a majority

basis. The board membership consists of: Active members, President, Vice-President, Public Relations Secretary, International Cooperation Secretary, Treasurer and Secretariats.

The assembly ordinarily meets on a yearly basis, or when the Board or one-half plus one of the members request a general meeting.

11. Summarize the evidence submitted/available relative to whether or not the organization established its own priorities and programs. Does the organization obtain, expend and distribute funds and resources in conformity with accepted ethical standards in the country or countries in which it operates? Yes X ; No . Describe the essential standards in the context of the host country.

The Asociación Peruana de Hogares Juveniles is an independent organization. While it coordinates its efforts with the Peruvian Judiciary structure and with other private and public organizations, especially the INAPROME (National Institute to Promote Rehabilitation), it is not under the influence of any other body.

"Essential standards" with respect to acquisition and use of resources in Peru involve open requests for support, fund raising efforts, dues, etc., accounting on a systematic basis in ledger books for receipts, expenditures and carrying out projects within the organization's purposes in a reasonably effective manner.

12. Note costs for promotion, publicity, fund raising and administration. In registering U.S. organizations, the cost of fund raising is figured as a percentage of cash in-kind contributions--20% or above being sufficient to warrant seeking explanatory information.

Administrative costs (including fund raising costs) are reviewed on a case-by-case basis.

APHJ does not expend significant funds for promotion or publicity. Fund raising is carried out by volunteers and no person or organization is specifically employed for promotion of fund raising. Its administrative budget is well with the range of austerity for an organization of this nature, primarily as a result of its heavy reliance on volunteers.

Documentation Reviewed by Certifying Officer:

1. Articles of incorporation	<u>X</u>
Bylaws	<u>X</u>
Constitution	<u> </u>
Other	<u> </u>
2. Copy of statement of the tax exemption	<u>X</u>
3. Latest financial statement, prepared by independent accountant/auditor	<u>a</u>
4. Current budget--detailing sources of income, anticipated personnel and related overhead expenses, and program costs.	<u>a</u>
5. Annual report of program activities or document of similar import	<u>X</u>
6. Names, addresses, citizenship of members of Board of Directors, and average number of times meets annually	<u>X</u>
	<u>12</u>

a/ Items 3 and 4 covered by USAID Controller review summarized in his memorandum of June 17, 1981.



AGENCY FOR INTERNATIONAL DEVELOPMENT

UNITED STATES AID MISSION TO PERU

C/O AMERICAN EMBASSY

LIMA, 1 PERU

TELEPHONE: 286200

CABLE: USAID/LIMA

June 22, 1981

Ms. Luzmila Maqueira
Director
Asociación Peruana de Hogares Juveniles
Jr. Washington 1241, Of. 400
Lima

Subject: APHJ OPG: Half-Way Center for Delinquent Youths
Project 527-0246

Dear Ms. Maqueira:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Asociación Peruana de Hogares Juveniles (hereinafter referred to as the "APHJ", "Asociación" or "Grantee") a sum not to exceed One Hundred and Fifty Thousand United States Dollars (\$150,000) to assist the Grantee in the construction and equipping of a Half-Way Center for Delinquent Youths in Lima, as more fully described in the attachment to this Grant entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives from the date of this letter through June 30, 1982.

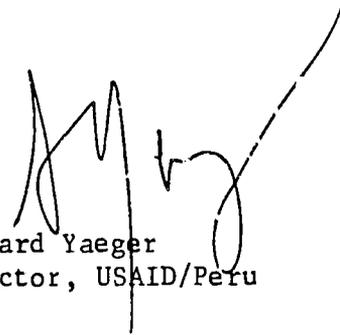
This Grant is made to the APHJ on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Program Description," and Attachment B, "Standard Provisions," which have been agreed to by your organization.

Please sign the original of this letter to acknowledge your acceptance of the conditions under which these funds have been granted and our Program Office will provide you with a copy for your files.

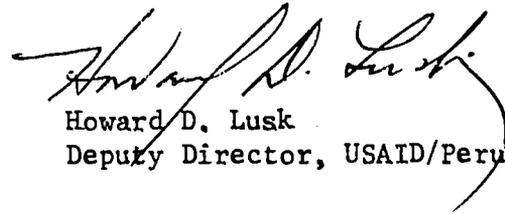
Sincerely yours,



Edwin G. Corr
Ambassador



Leonard Yaeger
Director, USAID/Peru



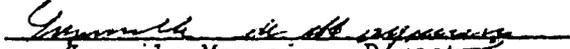
Howard D. Lusk
Deputy Director, USAID/Peru

Attachments:

- A. Program Description
- B. Standard Provisions

ACCEPTED:

ASOCIACION PERUANA DE HOGARES JUVENILES

By: 
Luzmila Maqueira, Director

Fiscal Data:

Appropriation: 72-1111021
Allotment: 145-50-527-00-69-11
Project No.: 527-0246

Attachment A

Program Description: (For purposes of the Standard Provisions this attachment shall constitute the "Schedule").

A. Purpose of the Grant

The purpose of the project is to support the Asociación Peruana de Hogares Juveniles to conduct a vocational training program for the rehabilitation of juvenile delinquents. To achieve this purpose, the Grant will assist the APHJ in the construction and equipping of a Half-Way Home to shelter youths, who, once released from prison, are rejected by their families and have no employment prospects.

B. Specific Objectives

The Asociación Peruana de Hogares Juveniles (APHJ) will build and equip a Half-Way Home which will constitute the first of its kind in Peru. Thus, two basic goals are to be achieved with AID's economic support:

1. The construction and equipment of the first Half-Way Home for youth rehabilitation.

2. The introduction and development of an experimental rehabilitation program based on vocational training programs for those youths living at the Half-Way Home.

AID support will provide approximately 20 young ex-prisoners, ages ranging from 13 to 18, with the opportunity to live in a familiar, emotionally secure environment and to develop basic manual skills in specific areas, e.g. carpentry, metal-mechanics, handicrafts, among others.

Services will also be provided for those minors who, although not living at the Half-Way Home, also have interest in participating in educational activities and counseling services.

Additional activities undertaken by the APHJ include for the future, the creation of a Job Placement Office and the marketing of handicrafts produced by the youths at the Home. In the long run, economic revenues from marketing will permit the APHJ to defray part of the recurrent operating costs of the Home once established.

This project will also have an impact in the following areas including:

a. Enhancing the skills of the juvenile ex-delinquents so they can more effectively participate in and promote development in their communities when the period of training at the Half-Way Home is completed.

b. Encouraging or assisting other national institutions to incorporate rehabilitation programs of this nature into national development policies or strategies.

c. Enhancing an awareness or consciousness raising process in other PVOs so that future actions could be planned and implemented jointly.

d. Developing experimental rehabilitation programs to be replicated in other regional areas of Peru.

Consequently, ultimate goals of the project are basically, to increase the capacity of the APHJ to offer practical vocational education to juvenile ex-delinquents actually facing family abandonment and to enhance the APHJ institutional capacity to serve the educational and employment needs of these minors.

C. Project Implementation

APHJ will assume responsibility for administration of the project's implementation and utilization of grant funds. This project will be implemented over a period of approximately one year beginning from the date of the signing of the Letter of Agreement. The first month following the signing of the Agreement will be devoted to the land purchase and required legal documentation. The following months will be mainly dedicated to construction activities and purchase of equipment. The vocational training activities will be initiated towards the end of the year.

Construction of the Half-Way Home for Ex-delinquents:

A 497.20m land extension will be purchased in the downtown area of Lima to construct the Half-Way Home. Total cost of land is \$38,700. The APHJ will contribute \$24,200 and the remaining \$14,500 will be paid with OPG funds.

A total area of 282.4 m² will be constructed in the first floor. The second floor constructed area will be 176 m². A fence of 85.73m will be built surrounding the Half-Way Home. Total cost of the construction is estimated at the equivalent in soles of \$70,000, taking inflation into consideration.

The following areas will be built in the first floor: a multiple use workshop area, a kitchen, a dining room, an office, the supervisor's bedroom with bathroom and a room for recreation. An additional area for open air sports will also be built.

The second floor area will be mainly dedicated for the bedrooms, sanitary services and a deposit. Most of the equipment for these areas will be purchased with AID funds at a cost estimated at the equivalent in soles of \$26,000. The APHJ will contribute equipment and tools.

The Multiple Use Workshop:

AID funds will cover expenses incurred in the equipment of the multiple use workshop, i.e. basic tools, didactic material and administrative costs.

In the multiple use area, three workshops will be organized:

- a. Carpentry
- b. Appliance repair
- c. Clothes making

The Recreational Area:

An area for passive recreation will be built where youths will dedicate spare time to table games, e.g. chess, puzzles, etc. In addition, a sports area will also be built for outdoor recreation, basically soccer and basketball. Total estimated cost for the construction of the recreational area is \$7,300.

D. Project Budget and Release of Funds

Release of grant funds under this Agreement shall be in accordance with Section J, Fiscal Provisions of this Agreement and Article 7B of Attachment B, and be based on the following budget. Cumulative transfers among AID financed categories of more than 20% shall require written approval by AID.

E. Required Accounting Records

The Asociación Peruana de Hogares Juveniles hereby agrees to keep separate accounting records for the funds under this Grant, separate and apart from records kept by the Asociación for any other funds held for similar projects or other purposes.

F. Procurement of Commodities

All commodity requirements will be identified by the APHJ. Procurement of commodities will be performed by APHJ and USAID in accordance with good management practices and with Standard Provisions, Attachment B, Item 10. Recreational equipment will be financed by AID if a commodity eligibility determination is obtained. If not, the procurement of the equipment will be financed by APHJ.

G. Evaluations and Reports

The APHJ will conduct jointly with USAID an intensive review of project activities after the first six months of implementation and again at the termination of the project.

In addition, the APHJ will provide USAID with quarterly financial reports stating amounts of funds received, spent and liquidated in accordance with the main items of the project budget.

H. Conditions

Prior to the disbursement of grant funds for construction, APHJ will furnish, in form and substance satisfactory to AID: (a) final engineering plans for the construction of the Half-Way Home; (b) a document demonstrating that APHJ has legal title to the land upon which the Center will be built.

I. Special Provisions

a. Letters. To assist in the implementation of the Project, AID and APHJ will exchange letters furnishing additional information or guidance about matters stated in this Agreement. The Project description may also be amended by an exchange of letters pursuant to Standard Provision 25 of Attachment B.

b. Amendments to Standard Provisions. The following paragraphs should be deleted from the Standard Provision (Attachment B): 7A, 7C, 12B and 12C.

c. Condition Precedent. Prior to the disbursement of AID Grant funds for any project activity, (per the Illustrative Budget in Attachment 1), except for Land purchase the APHJ will provide to AID satisfactory evidence that a qualified accountant has been employed on a part-time basis and that an accounting system has been developed and installed.

J. Fiscal Provisions

The Asociación Peruana de Hogares Juveniles will administer the Grant funds according to the budget included in Attachment B to defray costs incurred in carrying out the project, within the maximum limitations set forth within this agreement, and according to the standards set out in Article I of the Standard Provisions. Disbursements will be made in accordance with Provision 7B of the Standard Provisions, Attachment B. Complementary guidance for making disbursements will be provided after the signing of this Agreement.

ILLUSTRATIVE PROJECT BUDGET
(\$000)

	<u>A.I.D.</u>	<u>A.P.H.J.</u>	<u>TOTAL</u>
1. Land Purchase	14,500	24,200	38,700
2. Maps and Licenses	-	2,300	2,300
3. Construction Costs	70,000	-	70,000
4. Workshops (tools and equipment)	8,500	3,300	11,800
5. Equipment for the Half-Way Home	26,000	1,200	27,200
6. Recreational Areas	7,300	-	7,300
7. Administrative Expenses	4,700	8,500	13,200
8. Food Supplies, Clothes and Medicines	-	10,000	10,000
9. Transportation	-	500	500
10. Contingencies	<u>19,000</u>	<u>-</u>	<u>19,000</u>
TOTAL	<u>150,000</u>	<u>50,000</u>	<u>200,000</u>

Non-U.S. Grantees and Non-U.S. Subgrantees
OTHER THAN EDUCATIONAL INSTITUTIONS
INDEX OF
STANDARD PROVISIONS

- | | |
|--|---|
| 1. Allowable Costs and Payment (Other Than Educational Institutions) | 13. Conversion of United States Dollars to Local Currency |
| 2. Accounting, Records, and Audit | 14. Termination |
| 3. Refunds | 15. Voluntary Participation |
| 4. Equal Opportunity in Employment | 16. Prohibition on Abortion-Related Activities |
| 5. Negotiated Overhead Rates - Other Than Educational Institutions | 17. Voluntary Participation Requirements for Sterilization Programs |
| 6. Limitation of Funds | 18. Publications |
| *7A. Payment - Federal Reserve Letter of Credit (FRLC) Advance | 19. Patents |
| *7B. Payment - Periodic Advance | 20. Regulations Governing Employees Outside the United States |
| *7C. Payment - Reimbursement | 21. Subordinate Agreements |
| 8. Travel and Transportation | 22. U.S. Officials Not to Benefit |
| 9. Ocean Shipment of Goods | 23. Covenant Against Contingent Fees |
| 10. Procurement of Goods and Services Under \$250,000 | 24. Nonliability |
| 11. Government Furnished Excess Personal Property | 25. Amendment |
| **12A. Title to and Use of Property (Grantee Title) | 26. The Grant |
| **12B. Title to and Care of Property (U.S. Government Title) | 27. Notices |
| **12C. Title to and Care of Property (Cooperating Country Title) | |

*Select only 1 payment provision from Group 7.

**Select only 1 property provision from Group 12, if title to all property is to vest in one entity; however, if title is to be split by categories among two or more entities, select the appropriate provisions from Group 12 and identify the categories and entities in Attachment 1 of the Grant.

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

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

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

2. ACCOUNTING, RECORDS, AND AUDIT

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

3. REFUNDS

(a) If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom Grantee makes such funds available in carrying out the purposes of this Grant, the Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

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

(c) If, at any time during the life of the Grant, it is determined by AID that funds provided under the Grant have been expended for purposes not in accordance with the terms of the Grant, the Grantee shall refund such amounts to AID.

4. EQUAL OPPORTUNITY IN EMPLOYMENT

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

(a) With regard to the employment of persons in the U.S. under this Grant, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to race, color or

national origin of such persons and, in accordance with Title VI of the Civil Rights Act of 1964, when work funded by this Grant is performed in the U.S., no person shall, on the grounds of race, color or national origin, be excluded from participation, be denied benefits, or be subjected to discrimination. In addition, the Grantee agrees to comply, in accordance with its written assurance of compliance, with the provisions of Part 209 of Chapter II, Title 22 of the Code of Federal Regulations, entitled "Non-Discrimination in Federally Assisted Programs of the Agency for International Development - Effectuation of Title VI of the Civil Rights Act of 1964."

(b) In addition, the Grantee agrees to take all reasonable steps to ensure equality of opportunity in its employment practices without regard to sex, religion, age and handicap, in accordance with P.L. 92-261, P.L. 93-259, P.L. 93-112 and P.L. 93-508. When work funded by AID under this Grant is performed in either the U.S. or overseas no person shall, on the grounds of sex, religion, age or handicap, be excluded from participation, be denied benefits, or be subjected to discrimination.

5. NEGOTIATED OVERHEAD RATES - OTHER THAN EDUCATIONAL INSTITUTIONS

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

(a) Pursuant to this provision, an overhead rate shall be established for each of the Grantee's accounting periods during the term of this Grant. Pending establishment of a final rate, the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the period shown in Attachment 1 to this Grant.

(b) The Grantee, as soon as possible but not later than 90 days after the close of each of its accounting periods during the term of this Grant, shall submit to the Grant Officer with copies to the Overhead and Special Cost Branch, Special Operations Division, Office of Contract Management, AID, Washington, D.C. and to the Office of the Auditor General, AID, Washington, D.C., proposed final rate(s) for the period, together with supporting cost data. Negotiation of final overhead rates by the Grantee and the Grant Officer shall be undertaken as promptly as practicable after receipt of the Grantee's proposal.

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

(d) The results of each negotiation shall be set forth in a written overhead rate agreement executed by both parties. Such agreement shall specify (1) the agreed final rate(s), (2) the base(s) to which the rate(s) applies, and (3) the period(s) for which the rate(s) applies. The overhead rate agreement shall not change any monetary ceiling, Grant obligation, or specific cost allowance or disallowance provided for in this Grant.

(e) Pending establishment of the final overhead rate(s) for any

period, the Grantee shall be reimbursed either at the negotiated provisional rate(s) as provided above or at a billing rate(s) acceptable to the Grant Officer, subject to appropriate adjustment when the final rate(s) for that period is established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of the negotiated provisional rate(s) provided in this provision shall be set forth in a modification to this Grant.

6. LIMITATION OF FUNDS

(This provision is applicable to all incrementally or partially funded grants; it becomes inapplicable when the grant is fully funded.)

(a) It is estimated that the cost to the Government for the performance of this Grant will not exceed the estimated cost set forth in Attachment 1 (hereinafter referred to as "the Schedule") to this Grant, and the Grantee agrees to perform the work specified in the Schedule and all obligations under this Grant within such estimated cost.

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

(c) If at any time the Grantee has reason to believe that the costs which it expects to incur in the performance of this Grant in the next succeeding 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount then obligated under the Grant, the Grantee shall notify the Grant Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Thirty days prior to the end of the period specified in the Schedule, the Grantee will advise the Grant Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the Grant or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not obligated by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Grant Officer will, upon written request by the Grantee, terminate this Grant pursuant to the "Termination" provision of this Grant on such a date. If the Grantee, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligations hereunder for a period extending beyond such date, it shall specify the later date in its request and the Grant Officer, in his discretion, may terminate this Grant on that later date.

(d) Except as required by other provisions of this Grant specifically citing and stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the Grant, and the Grantee shall not be obligated to continue performance under the Grant (including actions under the "Termination" provision) or otherwise to incur costs in excess of the amount obligated under the Grant, unless and until the Grant Officer has notified the Grantee in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated under the Grant. To the extent the amount obligated exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the Grant Officer shall affect the amount obligated under this Grant. In the absence of the specified notice, the Government shall not be obligated to reimburse the Grantee for any costs in excess of the

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

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

7A. PAYMENT - FEDERAL RESERVE LETTER OF CREDIT (FRLC) ADVANCE

(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts exceed \$250,000 per annum, AID has, or expects to have, a continuing relationship with the Grantee for at least one year, and the Grantee's commercial bank has ready access to a Federal Reserve Bank.)

(a) AID shall open a Federal Reserve Letter of Credit (hereinafter referred to as an "FRLC") in the amount of this Grant, against which the Grantee may present payment vouchers (i.e., TUS 5401). The payment vouchers shall not ordinarily be submitted more frequently than daily and shall not be less than \$10,000 or more than \$1,000,000. Since the FRLC method enables the recipient organization to obtain funds from the U.S. Treasury concurrently with and as frequently as disbursements are made by the recipient, there need be no time lag between disbursements by the recipient organization and drawdowns from the U.S. Treasury by FRLC. Therefore, there is no necessity for the recipient to maintain balances of Federal cash other than small balances.

(b) In no event shall the accumulated total of all such payment vouchers exceed the amount of the FRLC.

(c) If at any time, SER/FM determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (a) and (b) above, SER/FM shall advise the Grant Officer who may: (1) cause the FRLC to be suspended or revoked; or (2) direct the Grantee to withhold submission of payment vouchers until such time as, in the judgment of SER/FM, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Grant, and/or (3) request the Grantee to repay to AID the amount of such excess. Upon receipt of the Grant Officer's request for repayment of excess advance payments, the Grantee shall promptly contact SER/FM to make suitable arrangements for the repayment of such excess funds. Advances made by primary recipient organizations (those which receive payments directly from the Government) to secondary recipients shall conform to the same standards outlined above applicable to advances made by the Government to primary recipient organizations.

(d) Procedure for Grantee

(1) After arranging with a commercial bank of its choice for operation under the FRLC and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver to the AID Controller 3 originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit" signed by those official(s) authorized to sign payment vouchers against the FRLC and by an official of the Grantee who has authorized them to sign.

(2) The Grantee shall subsequently receive one certified copy of the FRLC.

(3) The Grantee shall confirm with his commercial bank that the FRLC has been opened and is available when funds are needed.

(4) To receive payment, the Grantee shall:

(A) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.

- (8) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.
- (C) Present the original, duplicate and triplicate copy of the Form TUS 5401 to his commercial bank.
- (D) Retain the quadruplicate copy of the voucher.
- (5) After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.
- (6) In preparing the payment voucher, the Grantee assigns a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the FRLC.
- (7) A report of expenditures (i.e., SF 269, "Financial Status Report") shall be prepared and submitted not less than quarterly within 30 days of the end of the period to the Office of Financial Management, AID, Washington, D. C. 20523. This SF 269 Report, submitted with Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal", shall be in an original and 2 copies.
- (8) The SF 269 report is reviewed against the Grant provisions, and any improper disbursement is disallowed. The Grantee is notified of the reason for the disallowance and is directed to adjust the next periodic report of expenditures to reflect the disallowance and to reduce its next payment voucher against the FRLC by the amount of the disallowance.
- (9) In addition to the submission of the SF 269 and the SF 1034, the Grantee shall submit an original and 2 copies of SF 272, "Federal Cash Transaction Report" as follows:
- (A) For advances totaling less than \$1 million per year, the Grantee shall submit the SF 272 within 15 working days after the end of the reporting quarter,
- (B) For advances totaling more than \$1 million per year, the Grantee shall submit the SF 272 within 15 working days after the end of each month, and
- (C) The Grantee's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.
- (e) Refund of Excess Funds
- (1) If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts or grants held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.
- (2) If the Grantee is still holding excess FRLC funds on a grant, contract, or similar instrument under which work has been completed or terminated but all costs have not been settled, the Grantee agrees to:
- (A) Provide within 30 days after requested to do so by the Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)
- (B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under the Grant; and
- (C) If the Grantee fails to comply with the Grant Officer's request for repayment of excess FRLC funds, the Government shall have the right, on other contracts, grants or similar instruments held with the Grantee, to withhold payment of FRLC or other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.
- 7B. PAYMENT--PERIODIC ADVANCE**
(This provision is applicable when the Grantee's total AID grants and cost-reimbursement contracts do not exceed \$250,000 per annum, or if the advance to the Grantee aggregates more than \$250,000 per annum but there is not a continuing relationship of at least one year, or when a Grantee's commercial bank does not have ready access to a Federal Reserve Bank.)

- (a) Each month (or quarter, if the Grantee is on a quarterly basis) after the initial advance, the Grantee shall submit to the AID Controller an original and 2 copies of SF 272, "Federal Cash Transactions Report" as follows:
- (1) The Grantee shall submit the SF 272 within 15 working days after the end of the reporting period, and
- (2) The Grantee's cash needs for the ensuing period (i.e., quarter or month) shall be explained under the "Remarks" section of the SF 272.
- (b) Along with each SF 272 submission, the Grantee shall submit an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal"; each voucher shall be identified by the Grant number and shall state the total actual expenditures for the reporting period.
- (c) Each quarterly voucher (i.e., SF 1034) or third monthly voucher, if the Grantee is on a monthly basis, shall also be supported by an original and 2 copies of a SF 269, "Financial Status Report". The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034 and the SF 272; however, the SF 269 shall cover the same quarterly period as the SF 1034(a) and the SF 272(a).
- (d) Refund of Excess Funds
- (1) If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts or grants held with the Grantee, to withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.
- (2) If the Grantee is still holding excess advance funds on a grant, contract, or similar instrument under which the work has been completed or terminated but all costs have not been settled, the Grantee agrees to:
- (A) Provide within 30 days after requested to do so by the Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days.)
- (B) Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (i) the Grantee's maximum position on claimed costs which have not been reimbursed and (ii) the total amount of unexpended funds which have been advanced under the Grant; and
- (C) If the Grantee fails to comply with the Grant Officer's request for repayment of excess advance funds, the Government shall have the right, on other contracts, grants or similar instruments held with the Grantee, to withhold payment of other advances and/or withhold reimbursements due the Grantee in the amount of the excess being held by the Grantee.
- 7C. PAYMENT--REIMBURSEMENT**
(This provision is applicable to grants for construction, or to grants which do not provide for either a periodic advance or an FRLC in accordance with AID Handbook 13, paragraph 10.5.)
- (a) Each month the Grantee shall submit to the AID Controller an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal"; each voucher shall be identified by the Grant number and shall state the total amount of costs incurred for which reimbursement is being requested.
- (b) In addition to the SF 1034, each non-construction grant voucher shall be supported by an original and 2 copies of SF 270, "Request for Advance or Reimbursement", and each construction grant voucher shall be supported by an original and 2 copies of SF 271, "Outlay Report and Request for Reimbursement for Construction Programs".
- (c) Each quarterly voucher (or each third monthly voucher) shall also be supported by an original and 2 copies of a SF 269, "Financial Status Report". The SF 269 shall be submitted within 30 days after the end of the reporting quarter and may be submitted separately from the SF 1034; however, the SF 269 shall cover the same quarterly period as the SF 1034(a).

56

8. TRAVEL AND TRANSPORTATION

(This provision is applicable when domestic or international air travel or shipment costs are reimbursable under the Grant.)

(a) The Grant Officer hereby approves international air travel hereunder provided that the Grantee shall obtain written concurrence from the cognizant Project Officer in AID prior to sending any individual outside the United States to perform work under the Grant, the Grantee shall advise the Project Officer at least 30 days in advance or any travel to be undertaken outside the United States. After concurrence is received the Grantee shall provide the cognizant Mission or U.S. Embassy advance notification (with a copy to the Project Officer) of the arrival date and flight identification of Grant financed travellers.

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

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

- (1) Where the traveler, while enroute, has to wait 6 hours or more to transfer to a U.S. flag air carrier to proceed to the intended destination, or
- (2) Where a flight by a U.S. flag air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc. and no other flight by a U.S. flag air carrier is available during the 6 hour period, or
- (3) Where by itself or in combination with other U.S. flag air carriers (if U.S. flag air carriers are "unavailable") it takes 12 hours or longer from the original airport to the destination airport to accomplish the Grantee's program than would service by a non-U.S. flag air carrier or carriers, or
- (4) When the elapsed traveltime on a scheduled flight from origin to destination airports by non-U.S. flag air carrier(s) is 3 hours or less, and services by U.S. flag air carrier(s) would involve twice such traveltime.

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

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

(d) Travel allowances shall be reimbursed in accordance with the Federal Travel Regulations (FTR); however, if the Grantee's domestic and international travel allowance policies and procedures have been reviewed and approved by AID or another Federal department or agency pursuant to the applicable Federal cost principles, the Grantee may use its travel allowance system in lieu of the FTRs after it has furnished the Grant Officer with a copy of such approval.

9. OCEAN SHIPMENT OF GOODS

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

(a) 50% of all international ocean shipments made by the Grantee, to be financed hereunder, shall be made on U.S. flag vessels. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Grantee may request a release from this requirement from the Transportation Support Division, Office of Commodity Management, AID, Washington, D.C. 20523, giving the basis for the request.

(b) When the AID Transportation Support Division makes

and issues a determination to the Grantee that U.S. flag vessels are not available, the ocean shipment costs on foreign flag vessels, as named in the determination, will be eligible for reimbursement under the Grant. In all instances Grantee vouchers submitted for reimbursement under the Grant which include ocean shipment costs will include a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bill(s) of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement, and indicate the applicable AID Grant Number."

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

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

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

(a) Geographic Source and Order of Preference

Except as may be specifically approved or directed in advance by the Grant Officer, all goods (e.g., equipment, vehicles, materials, and supplies) and services, the costs of which are to be reimbursable under this Grant and which will be financed with United States dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., AID Geographic Code 935) in accordance with the following order of preference:

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

(b) Application of Order of Preference

When the Grantee procures goods and services from other than U.S. sources, under the order of preference in (a) above, it shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the Grantee's documentation:

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

(c) Ineligible Goods and Services

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

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

(For a more detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4D.)

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

(d) Restricted Goods

The Grantee shall not procure any of the following

(A) **Preventive maintenance** - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) **Records of maintenance** - The Grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(d) **Risk of Loss**

(1) The Grantee shall not be liable for any loss or damage to the Government property, or for expenses incidental to such loss or damage except that the Grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the Grantee's business, or all or substantially all of the Grantee's operations at any one plant, laboratory, or separate location in which this Grant is being performed;

(ii) Which results from a failure on the part of the Grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (1) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Grant Officer under (c) above;

(iii) For which the Grantee is otherwise responsible under the express terms of the article or articles designated in Attachment 1 to this Grant.

(iv) Which results from a risk expressly required to be insured under some other provision of this Grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

Provided, that, if more than one of the above exceptions shall be applicable in any case, the Grantee's liability under any one exception shall not be limited by any other exception.

(2) The Grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Grantee to carry such insurance under any other provision of this Grant.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Grantee shall notify the Grant Officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Grant Officer a statement of:

(1) The lost, destroyed, and damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

The Grantee shall make repairs and renovations of the damaged Government property or take such other action as the Grant Officer directs.

(4) In the event the Grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against

the cost of the work covered by the Grant, or shall otherwise reimburse the Government, as directed by the Grant Officer. The Grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Grant Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignments in favor of the Government) in obtaining recovery.

(e) **Access**

The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(f) **Final Accounting and Disposition of Government Property**

Up on completion of this Grant, or at such earlier date as may be fixed by the Grant Officer, the Grantee shall submit, in a form acceptable to the Grant Officer, inventory schedules covering all items of Government property not consumed in the performance of this Grant or not theretofore delivered to the Government, and shall prepare deliver, or make such other disposal of the Government property as may be directed or authorized by the Grant Officer.

(g) **Communications**

All communications issued pursuant to this provision shall be in writing.

12C. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the Cooperating Government may designate.)

(a) Except as modified by Attachment 1 of this Grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the Grantee by AID or by the Cooperating Government, shall at all times be in the name of the Cooperating Government or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of equipment is reserved to AID under provisions set forth in Attachment 1 of this Grant; but all such property shall be under the custody and control of the Grantee until the owner of title directs otherwise or completion of work under this Grant or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The Grantee shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The Grantee shall be guided by the requirements of paragraph 1T of Chapter 1, AID Handbook 13.

(c) Within 90 days after completion of this Grant, or at such other date as may be fixed by the Grant Officer, the Grantee shall submit an inventory schedule covering all items of equipment, materials and supplies under his custody, title to which is in the Cooperating Government or public or private agency designated by the Cooperating Government, which have not been consumed in the performance of this Grant. The Grantee shall also indicate what disposition has been made of such property.

13. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY

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

14. TERMINATION

(a) **For Cause.** This Grant may be terminated for cause at any time, in whole or in part, by the Grant Officer

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

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

(For a detailed discussion of the subject, see AID Handbook 1, Supplement B, paragraph 4C.)

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

(a) The Grantee's Procurement System

- (1) The Grantee may use its own procurement policies and procedures provided they conform to the geographic source and order of preference requirements of this provision and paragraph 1U.3. of Chapter 1, AID Handbook 13.
- (2) If the Grantee's procurement policies and procedures have been reviewed against the procurement requirements of paragraph 1U.3. and have been approved by AID or another Federal department or agency, the Grantee shall furnish the Grant Officer a copy of such approval; otherwise the Grantee's procurement policies and procedures shall conform to those specified in paragraph 1U.3. of Chapter 1, AID Handbook 13.

(f) Small Business

To permit AID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this Grant, the Grantee, shall, to the maximum extent possible, provide the following information to the Small Business Office, AID, Washington, D.C. 20523 at least 45 days prior (except where a shorter time is requested of, and granted by the Small Business Office) to placing any order or contract in excess of \$25,000:

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

(g) Ineligible Suppliers

Funds provided under this Grant shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing" (22 CFR 208). The Grantee agrees to review said list prior to undertaking any procurement the cost of which is to be reimbursable under this Grant. AID will provide the Grantee with this list.

11. GOVERNMENT FURNISHED EXCESS PERSONAL PROPERTY

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

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

12A. TITLE TO AND USE OF PROPERTY (GRANTEE TITLE)

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

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

- (a) The Grantee shall not charge for any depreciation, amortization, or use of any property, title to which remains in the Grantee under this provision under this Grant or any other U.S. Government grant, subgrant, contract or subcontract.
- (b) The Grantee agrees to use and maintain the property for the purpose of the Grant in accordance with the requirements of paragraph 1T of Chapter 1, AID Handbook 13.
- (c) With respect to nonexpendable property having an

acquisition cost of \$1,000 or more, title to which vests in the Grantee, the Grantee agrees:

- (1) To report such items to the Grant Officer from time to time as they are acquired and to maintain a control system which will permit their ready identification and location.
- (2) To transfer title to any such items to the Government in accordance with any written request therefor issued by the Grant Officer at any time prior to final payment under this Grant.

12B. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT)

(This provision is applicable when title to property is vested in the U.S. Government.)

- (a) Property, title to which vests in the Government under this Grant, whether furnished by the Government or acquired by the Grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(b) Use of Government Property

Government property shall, unless otherwise provided herein or approved by the Grant Officer, be used only for the performance of this Grant.

(c) Control, Maintenance and Repair of Government Property

The Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this Grant. The Grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the Grant Officer may prescribe as reasonably necessary for the protection of the Government property.

The Grantee shall submit, for review and written approval of the Grant Officer, a records system for property control and a program for orderly maintenance of Government property; however, if the Grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110 (see paragraph 1T of Chapter 1, AID Handbook 13), the Grantee shall furnish the Grant Officer proof of such approval in lieu of another approval submission.

(1) Property Control

The property control system shall include but not be limited to the following:

- (A) Identification of each item of Government property acquired or furnished under the Grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."
- (B) The price of each item of property acquired or furnished under the Grant.
- (C) The location of each item of property acquired or furnished under the Grant.
- (D) A record of any usable components which are permanently removed from items of Government property as a result of modification or otherwise.
- (E) A record of disposition of each item acquired or furnished under the Grant.
- (F) Date of order and receipt of any item acquired or furnished under the Grant.

The official property control records shall be kept in such condition that at any stage of completion of the work under this Grant, the status of property acquired or furnished under this Grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the Grant shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program

The Grantee's maintenance program shall be such as to provide for, consistent with sound business practice and the terms of the Grant: (i) disclosure of need for and the performance of preventive maintenance, (ii) disclosure and reporting of need for capital type rehabilitation, and (iii) recording of work accomplished under the program.

59

upon written notice to the Grantee, whenever for any reason he/she shall determine that such termination is in the best interest of the Government.

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

(c) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall forthwith take immediate action to minimize all expenditures and obligations financed by this Grant, and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination, and the Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended portions of funds theretofore paid by the Government to the Grantee which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Government to the Grantee prior to the effective date of the termination of this Grant, be insufficient to cover the Grantee's obligations pursuant to the aforementioned legally binding transaction, the Grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations, and subject to the limitations contained in this Grant, the Grant Officer shall determine the amount or amounts to be paid by the Government to the Grantee under such claim in accordance with the applicable Federal cost principles.

15. VOLUNTARY PARTICIPATION

(This provision is applicable to all grants involving any aspect of family or population assistance activities, and all Title X grants in particular.)

(a) The Grantee agrees to take any steps necessary to ensure that funds made available under this Grant will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Grantee agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder.

16. PROHIBITION ON ABORTION-RELATED ACTIVITIES

(This provision is applicable to all grants involving any aspect of family or population assistance activities, and all Title X grants in particular.)

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

(b) The Grantee shall insert paragraphs (a) and (b) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder.

17. VOLUNTARY PARTICIPATION REQUIREMENTS FOR STERILIZATION PROGRAMS

(This provision is applicable when any surgical sterilization will be supported in whole or in part from funds under this Grant.)

(a) None of the funds made available under this Grant shall be used to pay for the performance of involuntary sterili-

zation as a method of family planning or to coerce or provide any financial incentive to any person to practice sterilization.

(b) The Grantee shall insure that any surgical sterilization procedures supported in whole or in part by funds from this Grant are performed only after the individual has voluntarily presented himself or herself at the treatment facility and has given his or her informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after he or she has been advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and his or her option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress or other forms of coercion or misrepresentation.

(c) Further, the Grantee shall document the patient's informed consent by (1) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (2) when a patient is unable to read adequately, a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall be of the same sex and speak the same language as the patient.

(d) Copies of informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the Grantee for a period of three years after performance of the sterilization procedure.

(e) The Grantee shall insert paragraphs (a), (b), (c), (d) and (e) of this provision in all subgrants, subcontracts, purchase orders, and any other subordinate agreements hereunder involving the performance of any sterilization which will be supported in whole or in part from funds under this Grant.

18. PUBLICATIONS

(This provision is applicable to any grant which produces any book, publication, or other copyrightable materials.)

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

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

(c) In the event Grant funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the Grant.

(d) The Grantee is permitted to secure copyright to any publication produced or composed under the Grant in accordance with paragraph 178.b. of Chapter 1, AID Handbook 13. Provided, the Grantee agrees to and does hereby grant to the Government a royalty-free, non-exclusive and irrevocable license throughout the world to use, duplicate, disclose, or dispose of such publications in any manner and for any purpose to permit others to do so.

19. PATENTS

(This provision is applicable to any grant which produces patentable items, patent rights, processes, or inventions.)

(a) Grantee agrees to notify the Grant Officer, in writing, of any invention or discovery conceived or first actually reduced to practice in the course of or under this Grant. The Grant Officer will determine the patent rights to be afforded the Grantee in accordance with the Presidential Memorandum and Statement of

Government Patent Policy (36 FR 16889) and paragraph 178.a. of Chapter 1, AID Handbook 13.

(b) Nothing contained in this provision shall imply a license to the 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.

20. REGULATIONS GOVERNING EMPLOYEES OUTSIDE THE UNITED STATES

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

(a) The Grantee's employees, when employed in work overseas, shall maintain private status and may not rely on local U.S. Government offices of facilities for support while so engaged.

(b) The sale of personal property or automobiles by Grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire AID personnel employed by the Mission, except as this may conflict with host government regulations.

(c) Other than work to be performed under this Grant for which an employee or consultant is assigned by the Grantee, no regular or short term employee or consultant of the Grantee shall engage directly or indirectly, either in his own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which he is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the foreign countries to which he is assigned.

(d) The Grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any Grantee employee is not in accordance with the preceding paragraphs, the Grantee's chief of party shall consult with the Mission Director and the employee involved and shall recommend to the Grantee a course of action with regard to such employee.

(f) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the Grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

21. SUBORDINATE AGREEMENTS

The placement of subordinate agreements (e.g., leases, options, etc.), grants, or contracts with other organizations, firms or institutions and the provisions of such subordinate agreements are subject to prior written consent of the Grant Officer if they will be funded hereunder, unless the Grantee's procurement system has been reviewed and approved pursuant to the appropriate section(s) of paragraph 1U, Chapter 1 of AID Handbook 13. In no event shall any such subordinate agreement, grant, or contract be on a cost-plus-a-percentage-of-cost basis. Subordinate contractors (including suppliers) shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this Grant.

22. U.S. OFFICIALS NOT TO BENEFIT

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

23. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, AID shall have the right to cancel this Grant without liability or, in its discretion, to deduct from the Grant amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. NONLIABILITY

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

25. AMENDMENT

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

26. THE GRANT

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

27. NOTICES

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

To the AID Grant Officer at the address specified in the Grant

To Grantee - At Grantee's address shown in the Grant, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder, shall be effective when delivered in accordance with this provision or on the effective date of the notice, whichever is later.



AGENCY FOR INTERNATIONAL DEVELOPMENT

UNITED STATES AID MISSION TO PERU

C/O AMERICAN EMBASSY

LIMA, 1 PERU

TELEPHONE: 286200

CABLE: USAID/LIMA

June 22, 1981

Ms. Luzmila Maqueira
Director
Asociación Peruana de Hogares Juveniles
Jr. Washington 1241, Of. 400
Lima

Subject: APHJ OPG: Half-Way Center for Delinquent Youths
Project 527-0246

Dear Ms. Maqueira:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Asociación Peruana de Hogares Juveniles (hereinafter referred to as the "APHJ", "Asociación" or "Grantee") a sum not to exceed One Hundred and Fifty Thousand United States Dollars (\$150,000) to assist the Grantee in the construction and equipping of a Half-Way Center for Delinquent Youths in Lima, as more fully described in the attachment to this Grant entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives from the date of this letter through June 30, 1982.

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

Please sign the original of this letter to acknowledge your acceptance of the conditions under which these funds have been granted and our Program Office will provide you with a copy for your files.

Sincerely yours,

Edwin G. Corr

Edwin G. Corr
Ambassador

Leonard Yaeger
Leonard Yaeger
Director, USAID/Peru

Howard D. Lusk
Howard D. Lusk
Deputy Director, USAID/Peru

Attachments:

- A. Program Description
- B. Standard Provisions

ACCEPTED:

ASOCIACION PERUANA DE HOGARES JUVENILES

By: *Luzmila Maqueira*
Luzmila Maqueira, Director

Fiscal Data:

Appropriation: 72-1111021
Allotment: 145-50-527-00-69-11
Project No.: 527-0246

Attachment A

Program Description: (For purposes of the Standard Provisions this attachment shall constitute the "Schedule").

A. Purpose of the Grant

The purpose of the project is to support the Asociación Peruana de Hogares Juveniles to conduct a vocational training program for the rehabilitation of juvenile delinquents. To achieve this purpose, the Grant will assist the APHJ in the construction and equipping of a Half-Way Home to shelter youths, who, once released from prison, are rejected by their families and have no employment prospects.

B. Specific Objectives

The Asociación Peruana de Hogares Juveniles (APHJ) will build and equip a Half-Way Home which will constitute the first of its kind in Peru. Thus, two basic goals are to be achieved with AID's economic support:

1. The construction and equipment of the first Half-Way Home for youth rehabilitation.

2. The introduction and development of an experimental rehabilitation program based on vocational training programs for those youths living at the Half-Way Home.

AID support will provide approximately 20 young ex-prisoners, ages ranging from 13 to 18, with the opportunity to live in a familiar, emotionally secure environment and to develop basic manual skills in specific areas, e.g. carpentry, metal-mechanics, handicrafts, among others.

Services will also be provided for those minors who, although not living at the Half-Way Home, also have interest in participating in educational activities and counseling services.

Additional activities undertaken by the APHJ include for the future, the creation of a Job Placement Office and the marketing of handicrafts produced by the youths at the Home. In the long run, economic revenues from marketing will permit the APHJ to defray part of the recurrent operating costs of the Home once established.

This project will also have an impact in the following areas including:

a. Enhancing the skills of the juvenile ex-delinquents so they can more effectively participate in and promote development in their communities when the period of training at the Half-Way Home is completed.

b. Encouraging or assisting other national institutions to incorporate rehabilitation programs of this nature into national development policies or strategies.

c. Enhancing an awareness or consciousness raising process in other PVOs so that future actions could be planned and implemented jointly.

d. Developing experimental rehabilitation programs to be replicated in other regional areas of Peru.

Consequently, ultimate goals of the project are basically, to increase the capacity of the APHJ to offer practical vocational education to juvenile ex-delinquents actually facing family abandonment and to enhance the APHJ institutional capacity to serve the educational and employment needs of these minors.

C. Project Implementation

APHJ will assume responsibility for administration of the project's implementation and utilization of grant funds. This project will be implemented over a period of approximately one year beginning from the date of the signing of the Letter of Agreement. The first month following the signing of the Agreement will be devoted to the land purchase and required legal documentation. The following months will be mainly dedicated to construction activities and purchase of equipment. The vocational training activities will be initiated towards the end of the year.

Construction of the Half-Way Home for Ex-delinquents:

A 497.20m land extension will be purchased in the downtown area of Lima to construct the Half-Way Home. Total cost of land is \$38,700. The APHJ will contribute \$24,200 and the remaining \$14,500 will be paid with OPG funds.

A total area of 282.4 m² will be constructed in the first floor. The second floor constructed area will be 176 m². A fence of 85.73m will be built surrounding the Half-Way Home. Total cost of the construction is estimated at the equivalent in soles of \$70,000, taking inflation into consideration.

The following areas will be built in the first floor: a multiple use workshop area, a kitchen, a dining room, an office, the supervisor's bedroom with a bathroom and a room for recreation. An additional area for open air sports will also be built.

The second floor area will be mainly dedicated for the bedrooms, sanitary services and a deposit. Most of the equipment for these areas will be purchased with AID funds at a cost estimated at the equivalent in soles of \$26,000. The APHJ will contribute equipment and tools.

The Multiple Use Workshop:

AID funds will cover expenses incurred in the equipment of the multiple use workshop, i.e. basic tools, didactic material and administrative costs.

In the multiple use area, three workshops will be organized:

- a. Carpentry
- b. Appliance repair
- c. Clothes making

The Recreational Area:

An area for passive recreation will be built where youths will dedicate spare time to table games, e.g. chess, puzzles, etc. In addition, a sports area will also be built for outdoor recreation, basically soccer and basketball. Total estimated cost for the construction of the recreational area is \$7,300.

D. Project Budget and Release of Funds

Release of grant funds under this Agreement shall be in accordance with Section J, Fiscal Provisions of this Agreement and Article 7B of Attachment B, and be based on the following budget. Cumulative transfers among AID financed categories of more than 20% shall require written approval by AID.

E. Required Accounting Records

The Asociación Peruana de Hogares Juveniles hereby agrees to keep separate accounting records for the funds under this Grant, separate and apart from records kept by the Asociación for any other funds held for similar projects or other purposes.

F. Procurement of Commodities

All commodity requirements will be identified by the APHJ. Procurement of commodities will be performed by APHJ and USAID in accordance with good management practices and with Standard Provisions, Attachment B, Item 10. Recreational equipment will be financed by AID if a commodity eligibility determination is obtained. If not, the procurement of the equipment will be financed by APHJ.

G. Evaluations and Reports

The APHJ will conduct jointly with USAID an intensive review of project activities after the first six months of implementation and again at the termination of the project.

In addition, the APHJ will provide USAID with quarterly financial reports stating amounts of funds received, spent and liquidated in accordance with the main items of the project budget.

H. Conditions

Prior to the disbursement of grant funds for construction, APHJ will furnish, in form and substance satisfactory to AID: (a) final engineering plans for the construction of the Half-Way Home; (b) a document demonstrating that APHJ has legal title to the land upon which the Center will be built.

I. Special Provisions

a. Letters. To assist in the implementation of the Project, AID and APHJ will exchange letters furnishing additional information or guidance about matters stated in this Agreement. The Project description may also be amended by an exchange of letters pursuant to Standard Provision 25 of Attachment B.

b. Amendments to Standard Provisions. The following paragraphs should be deleted from the Standard Provision (Attachment B): 7A, 7C, 12B and 12C.

c. Condition Precedent. Prior to the disbursement of AID Grant funds for any project activity, (per the Illustrative Budget in Attachment 1), except for Land purchase the APHJ will provide to AID satisfactory evidence that a qualified accountant has been employed on a part-time basis and that an accounting system has been developed and installed.

J. Fiscal Provisions

The Asociación Peruana de Hogares Juveniles will administer the Grant funds according to the budget included in Attachment B to defray costs incurred in carrying out the project, within the maximum limitations set forth within this agreement, and according to the standards set out in Article I of the Standard Provisions. Disbursements will be made in accordance with Provision 7B of the Standard Provisions, Attachment B. Complementary guidance for making disbursements will be provided after the signing of this Agreement.

ATTACHMENT 1

ILLUSTRATIVE PROJECT BUDGET
(\$000)

	<u>A.I.D.</u>	<u>A.P.H.J.</u>	<u>TOTAL</u>
1. Land Purchase	14,500	24,200	38,700
2. Maps and Licenses	-	2,300	2,300
3. Construction Costs	70,000	-	70,000
4. Workshops (tools and equipment)	8,500	3,300	11,800
5. Equipment for the Half-Way Home	26,000	1,200	27,200
6. Recreational Areas	7,300	-	7,300
7. Administrative Expenses	4,700	8,500	13,200
8. Food Supplies, Clothes and Medicines	-	10,000	10,000
9. Transportation	-	500	500
10. Contingencies	<u>19,000</u>	<u>-</u>	<u>19,000</u>
TOTAL	<u>150,000</u>	<u>50,000</u>	<u>200,000</u>



AGENCY FOR INTERNATIONAL DEVELOPMENT

UNITED STATES AID MISSION TO PERU

C/O AMERICAN EMBASSY

LIMA, 1 PERU

TELEPHONE: 286200

CABLE: USAID/LIMA

June 22, 1981

Ms. Luzmila Maqueira
Director
Asociación Peruana de Hogares Juveniles
Jr. Washington 1241, Of. 400
Lima

Subject: APHJ OPG: Half-Way Center for Delinquent Youths
Project 527-0246

Dear Ms. Maqueira:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Asociación Peruana de Hogares Juveniles (hereinafter referred to as the "APHJ", "Asociación" or "Grantee") a sum not to exceed One Hundred and Fifty Thousand United States Dollars (\$150,000) to assist the Grantee in the construction and equipping of a Half-Way Center for Delinquent Youths in Lima, as more fully described in the attachment to this Grant entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives from the date of this letter through June 30, 1982.

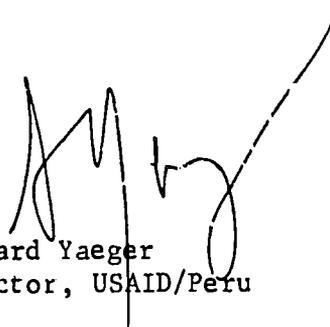
This Grant is made to the APHJ on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Program Description," and Attachment B, "Standard Provisions," which have been agreed to by your organization.

Please sign the original of this letter to acknowledge your acceptance of the conditions under which these funds have been granted and our Program Office will provide you with a copy for your files.

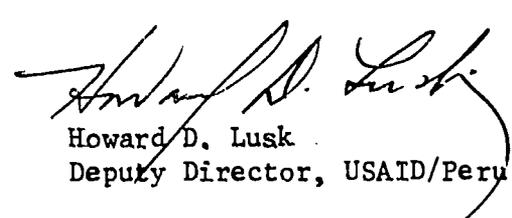
Sincerely yours,



Edwin G. Corr
Ambassador



Leonard Yaeger
Director, USAID/Peru



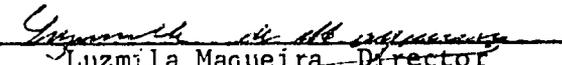
Howard D. Lusk
Deputy Director, USAID/Peru

Attachments:

- A. Program Description
- B. Standard Provisions

ACCEPTED:

ASOCIACION PERUANA DE HOGARES JUVENILES

By: 
Luzmila Maqueira, Director

Fiscal Data:

Appropriation: 72-1111021
Allotment: 145-50-527-00-69-11
Project No.: 527-0246

Attachment A

Program Description: (For purposes of the Standard Provisions this attachment shall constitute the "Schedule").

A. Purpose of the Grant

The purpose of the project is to support the Asociación Peruana de Hogares Juveniles to conduct a vocational training program for the rehabilitation of juvenile delinquents. To achieve this purpose, the Grant will assist the APHJ in the construction and equipping of a Half-Way Home to shelter youths, who, once released from prison, are rejected by their families and have no employment prospects.

B. Specific Objectives

The Asociación Peruana de Hogares Juveniles (APHJ) will build and equip a Half-Way Home which will constitute the first of its kind in Peru. Thus, two basic goals are to be achieved with AID's economic support:

1. The construction and equipment of the first Half-Way Home for youth rehabilitation.

2. The introduction and development of an experimental rehabilitation program based on vocational training programs for those youths living at the Half-Way Home.

AID support will provide approximately 20 young ex-prisoners, ages ranging from 13 to 18, with the opportunity to live in a familiar, emotionally secure environment and to develop basic manual skills in specific areas, e.g. carpentry, metal-mechanics, handicrafts, among others.

Services will also be provided for those minors who, although not living at the Half-Way Home, also have interest in participating in educational activities and counseling services.

Additional activities undertaken by the APHJ include for the future, the creation of a Job Placement Office and the marketing of handicrafts produced by the youths at the Home. In the long run, economic revenues from marketing will permit the APHJ to defray part of the recurrent operating costs of the Home once established.

This project will also have an impact in the following areas including:

a. Enhancing the skills of the juvenile ex-delinquents so they can more effectively participate in and promote development in their communities when the period of training at the Half-Way Home is completed.

b. Encouraging or assisting other national institutions to incorporate rehabilitation programs of this nature into national development policies or strategies.

c. Enhancing an awareness or consciousness raising process in other PVOs so that future actions could be planned and implemented jointly.

d. Developing experimental rehabilitation programs to be replicated in other regional areas of Peru.

Consequently, ultimate goals of the project are basically, to increase the capacity of the APHJ to offer practical vocational education to juvenile ex-delinquents actually facing family abandonment and to enhance the APHJ institutional capacity to serve the educational and employment needs of these minors.

C. Project Implementation

APHJ will assume responsibility for administration of the project's implementation and utilization of grant funds. This project will be implemented over a period of approximately one year beginning from the date of the signing of the Letter of Agreement. The first month following the signing of the Agreement will be devoted to the land purchase and required legal documentation. The following months will be mainly dedicated to construction activities and purchase of equipment. The vocational training activities will be initiated towards the end of the year.

Construction of the Half-Way Home for Ex-delinquents:

A 497.20m land extension will be purchased in the downtown area of Lima to construct the Half-Way Home. Total cost of land is \$38,700. The APHJ will contribute \$24,200 and the remaining \$14,500 will be paid with OPG funds.

A total area of 282.4 m² will be constructed in the first floor. The second floor constructed area will be 176 m². A fence of 85.73m will be built surrounding the Half-Way Home. Total cost of the construction is estimated at the equivalent in soles of \$70,000, taking inflation into consideration.

The following areas will be built in the first floor: a multiple use workshop area, a kitchen, a dining room, an office, the supervisor's bedroom with a bathroom and a room for recreation. An additional area for open air sports will also be built.

The second floor area will be mainly dedicated for the bedrooms, sanitary services and a deposit. Most of the equipment for these areas will be purchased with AID funds at a cost estimated at the equivalent in soles of \$26,000. The APHJ will contribute equipment and tools.

The Multiple Use Workshop:

AID funds will cover expenses incurred in the equipment of the multiple use workshop, i.e. basic tools, didactic material and administrative costs.

In the multiple use area, three workshops will be organized:

- a. Carpentry
- b. Appliance repair
- c. Clothes making

The Recreational Area:

An area for passive recreation will be built where youths will dedicate spare time to table games, e.g. chess, puzzles, etc. In addition, a sports area will also be built for outdoor recreation, basically soccer and basketball. Total estimated cost for the construction of the recreational area is \$7,300.

D. Project Budget and Release of Funds

Release of grant funds under this Agreement shall be in accordance with Section J, Fiscal Provisions of this Agreement and Article 7B of Attachment B, and be based on the following budget. Cumulative transfers among AID financed categories of more than 20% shall require written approval by AID.

E. Required Accounting Records

The Asociación Peruana de Hogares Juveniles hereby agrees to keep separate accounting records for the funds under this Grant, separate and apart from records kept by the Asociación for any other funds held for similar projects or other purposes.

F. Procurement of Commodities

All commodity requirements will be identified by the APHJ. Procurement of commodities will be performed by APHJ and USAID in accordance with good management practices and with Standard Provisions, Attachment B, Item 10. Recreational equipment will be financed by AID if a commodity eligibility determination is obtained. If not, the procurement of the equipment will be financed by APHJ.

G. Evaluations and Reports

The APHJ will conduct jointly with USAID an intensive review of project activities after the first six months of implementation and again at the termination of the project.

In addition, the APHJ will provide USAID with quarterly financial reports stating amounts of funds received, spent and liquidated in accordance with the main items of the project budget.

H. Conditions

Prior to the disbursement of grant funds for construction, APHJ will furnish, in form and substance satisfactory to AID: (a) final engineering plans for the construction of the Half-Way Home; (b) a document demonstrating that APHJ has legal title to the land upon which the Center will be built.

I. Special Provisions

a. Letters. To assist in the implementation of the Project, AID and APHJ will exchange letters furnishing additional information or guidance about matters stated in this Agreement. The Project description may also be amended by an exchange of letters pursuant to Standard Provision 25 of Attachment B.

b. Amendments to Standard Provisions. The following paragraphs should be deleted from the Standard Provision (Attachment B): 7A, 7C, 12B and 12C.

c. Condition Precedent. Prior to the disbursement of AID Grant funds for any project activity, (per the Illustrative Budget in Attachment 1), except for Land purchase the APHJ will provide to AID satisfactory evidence that a qualified accountant has been employed on a part-time basis and that an accounting system has been developed and installed.

J. Fiscal Provisions

The Asociación Peruana de Hogares Juveniles will administer the Grant funds according to the budget included in Attachment B to defray costs incurred in carrying out the project, within the maximum limitations set forth within this agreement, and according to the standards set out in Article I of the Standard Provisions. Disbursements will be made in accordance with Provision 7B of the Standard Provisions, Attachment B. Complementary guidance for making disbursements will be provided after the signing of this Agreement.

ATTACHMENT 1

ILLUSTRATIVE PROJECT BUDGET
(\$000)

	<u>A. I. D.</u>	<u>A. P. H. J.</u>	<u>TOTAL</u>
1. Land Purchase	14,500	24,200	38,700
2. Maps and Licenses	-	2,300	2,300
3. Construction Costs	70,000	-	70,000
4. Workshops (tools and equipment)	8,500	3,300	11,800
5. Equipment for the Half-Way Home	26,000	1,200	27,200
6. Recreational Areas	7,300	-	7,300
7. Administrative Expenses	4,700	8,500	13,200
8. Food Supplies, Clothes and Medicines	-	10,000	10,000
9. Transportation	-	500	500
10. Contingencies	<u>19,000</u>	<u>-</u>	<u>19,000</u>
TOTAL	<u>150,000</u>	<u>50,000</u>	<u>200,000</u>



AGENCY FOR INTERNATIONAL DEVELOPMENT

UNITED STATES AID MISSION TO PERU

C/O AMERICAN EMBASSY

LIMA, 1 PERU

TELEPHONE: 286200

CABLE: USAID/LIMA

June 22, 1981

Ms. Luzmila Maqueira
Director
Asociación Peruana de Hogares Juveniles
Jr. Washington 1241, Of. 400
Lima

Subject: APHJ OPG: Half-Way Center for Delinquent Youths
Project 527-0246

Dear Ms. Maqueira:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Asociación Peruana de Hogares Juveniles (hereinafter referred to as the "APHJ", "Asociación" or "Grantee") a sum not to exceed One Hundred and Fifty Thousand United States Dollars (\$150,000) to assist the Grantee in the construction and equipping of a Half-Way Center for Delinquent Youths in Lima, as more fully described in the attachment to this Grant entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives from the date of this letter through June 30, 1982.

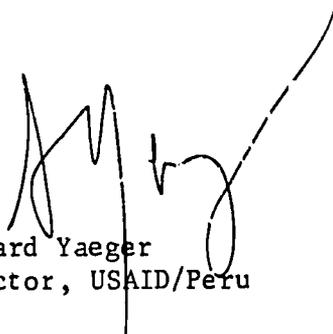
This Grant is made to the APHJ on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A entitled "Program Description," and Attachment B, "Standard Provisions," which have been agreed to by your organization.

Please sign the original of this letter to acknowledge your acceptance of the conditions under which these funds have been granted and our Program Office will provide you with a copy for your files.

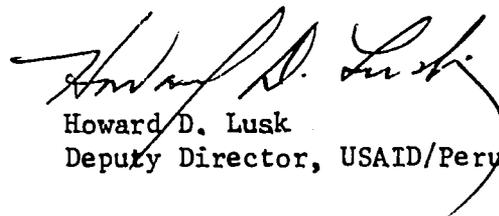
Sincerely yours,



Edwin G. Corr
Ambassador



Leonard Yaeger
Director, USAID/Peru



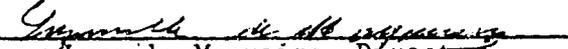
Howard D. Lusk
Deputy Director, USAID/Peru

Attachments:

- A. Program Description
- B. Standard Provisions

ACCEPTED:

ASOCIACION PERUANA DE HOGARES JUVENILES

By: 
Luzmila Maqueira, Director

Fiscal Data:

Appropriation: 72-1111021
Allotment: 145-50-527-00-69-11
Project No.: 527-0246

Attachment A

Program Description: (For purposes of the Standard Provisions this attachment shall constitute the "Schedule").

A. Purpose of the Grant

The purpose of the project is to support the Asociación Peruana de Hogares Juveniles to conduct a vocational training program for the rehabilitation of juvenile delinquents. To achieve this purpose, the Grant will assist the APHJ in the construction and equipping of a Half-Way Home to shelter youths, who, once released from prison, are rejected by their families and have no employment prospects.

B. Specific Objectives

The Asociación Peruana de Hogares Juveniles (APHJ) will build and equip a Half-Way Home which will constitute the first of its kind in Peru. Thus, two basic goals are to be achieved with AID's economic support:

1. The construction and equipment of the first Half-Way Home for youth rehabilitation.
2. The introduction and development of an experimental rehabilitation program based on vocational training programs for those youths living at the Half-Way Home.

AID support will provide approximately 20 young ex-prisoners, ages ranging from 13 to 18, with the opportunity to live in a familiar, emotionally secure environment and to develop basic manual skills in specific areas, e.g. carpentry, metal-mechanics, handicrafts, among others.

Services will also be provided for those minors who, although not living at the Half-Way Home, also have interest in participating in educational activities and counseling services.

Additional activities undertaken by the APHJ include for the future, the creation of a Job Placement Office and the marketing of handicrafts produced by the youths at the Home. In the long run, economic revenues from marketing will permit the APHJ to defray part of the recurrent operating costs of the Home once established.

This project will also have an impact in the following areas including:

a. Enhancing the skills of the juvenile ex-delinquents so they can more effectively participate in and promote development in their communities when the period of training at the Half-Way Home is completed.

b. Encouraging or assisting other national institutions to incorporate rehabilitation programs of this nature into national development policies or strategies.

c. Enhancing an awareness or consciousness raising process in other PVOs so that future actions could be planned and implemented jointly.

d. Developing experimental rehabilitation programs to be replicated in other regional areas of Peru.

Consequently, ultimate goals of the project are basically, to increase the capacity of the APHJ to offer practical vocational education to juvenile ex-delinquents actually facing family abandonment and to enhance the APHJ institutional capacity to serve the educational and employment needs of these minors.

C. Project Implementation

APHJ will assume responsibility for administration of the project's implementation and utilization of grant funds. This project will be implemented over a period of approximately one year beginning from the date of the signing of the Letter of Agreement. The first month following the signing of the Agreement will be devoted to the land purchase and required legal documentation. The following months will be mainly dedicated to construction activities and purchase of equipment. The vocational training activities will be initiated towards the end of the year.

Construction of the Half-Way Home for Ex-delinquents:

A 497.20m land extension will be purchased in the downtown area of Lima to construct the Half-Way Home. Total cost of land is \$38,700. The APHJ will contribute \$24,200 and the remaining \$14,500 will be paid with OPG funds.

A total area of 282.4 m² will be constructed in the first floor. The second floor constructed area will be 176 m². A fence of 85.73m will be built surrounding the Half-Way Home. Total cost of the construction is estimated at the equivalent in soles of \$70,000, taking inflation into consideration.

The following areas will be built in the first floor: a multiple use workshop area, a kitchen, a dining room, an office, the supervisor's bedroom with a bathroom and a room for recreation. An additional area for open air sports will also be built.

The second floor area will be mainly dedicated for the bedrooms, sanitary services and a deposit. Most of the equipment for these areas will be purchased with AID funds at a cost estimated at the equivalent in soles of \$26,000. The APHJ will contribute equipment and tools.

The Multiple Use Workshop:

AID funds will cover expenses incurred in the equipment of the multiple use workshop, i.e. basic tools, didactic material and administrative costs.

In the multiple use area, three workshops will be organized:

- a. Carpentry
- b. Appliance repair
- c. Clothes making

The Recreational Area:

An area for passive recreation will be built where youths will dedicate spare time to table games, e.g. chess, puzzles, etc. In addition, a sports area will also be built for outdoor recreation, basically soccer and basketball. Total estimated cost for the construction of the recreational area is \$7,300.

D. Project Budget and Release of Funds

Release of grant funds under this Agreement shall be in accordance with Section J, Fiscal Provisions of this Agreement and Article 7B of Attachment B, and be based on the following budget. Cumulative transfers among AID financed categories of more than 20% shall require written approval by AID.

E. Required Accounting Records

The Asociación Peruana de Hogares Juveniles hereby agrees to keep separate accounting records for the funds under this Grant, separate and apart from records kept by the Asociación for any other funds held for similar projects or other purposes.

82

F. Procurement of Commodities

All commodity requirements will be identified by the APHJ. Procurement of commodities will be performed by APHJ and USAID in accordance with good management practices and with Standard Provisions, Attachment B, Item 10. Recreational equipment will be financed by AID if a commodity eligibility determination is obtained. If not, the procurement of the equipment will be financed by APHJ.

G. Evaluations and Reports

The APHJ will conduct jointly with USAID an intensive review of project activities after the first six months of implementation and again at the termination of the project.

In addition, the APHJ will provide USAID with quarterly financial reports stating amounts of funds received, spent and liquidated in accordance with the main items of the project budget.

H. Conditions

Prior to the disbursement of grant funds for construction, APHJ will furnish, in form and substance satisfactory to AID: (a) final engineering plans for the construction of the Half-Way Home; (b) a document demonstrating that APHJ has legal title to the land upon which the Center will be built.

I. Special Provisions

a. Letters. To assist in the implementation of the Project, AID and APHJ will exchange letters furnishing additional information or guidance about matters stated in this Agreement. The Project description may also be amended by an exchange of letters pursuant to Standard Provision 25 of Attachment B.

b. Amendments to Standard Provisions. The following paragraphs should be deleted from the Standard Provision (Attachment B): 7A, 7C, 12B and 12C.

c. Condition Precedent. Prior to the disbursement of AID Grant funds for any project activity, (per the Illustrative Budget in Attachment 1), except for Land purchase the APHJ will provide to AID satisfactory evidence that a qualified accountant has been employed on a part-time basis and that an accounting system has been developed and installed.

J. Fiscal Provisions

The Asociación Peruana de Hogares Juveniles will administer the Grant funds according to the budget included in Attachment B to defray costs incurred in carrying out the project, within the maximum limitations set forth within this agreement, and according to the standards set out in Article I of the Standard Provisions. Disbursements will be made in accordance with Provision 7B of the Standard Provisions, Attachment B. Complementary guidance for making disbursements will be provided after the signing of this Agreement.

ATTACHMENT 1

ILLUSTRATIVE PROJECT BUDGET
(\$000)

	<u>A.I.D.</u>	<u>A.P.H.J.</u>	<u>TOTAL</u>
1. Land Purchase	14,500	24,200	38,700
2. Maps and Licenses	-	2,300	2,300
3. Construction Costs	70,000	-	70,000
4. Workshops (tools and equipment)	8,500	3,300	11,800
5. Equipment for the Half-Way Home	26,000	1,200	27,200
6. Recreational Areas	7,300	-	7,300
7. Administrative Expenses	4,700	8,500	13,200
8. Food Supplies, Clothes and Medicines	-	10,000	10,000
9. Transportation	-	500	500
10. Contingencies	<u>19,000</u>	<u>-</u>	<u>19,000</u>
TOTAL	<u>150,000</u>	<u>50,000</u>	<u>200,000</u>



AGENCY FOR INTERNATIONAL DEVELOPMENT

UNITED STATES AID MISSION TO PERU

C/O AMERICAN EMBASSY

LIMA, 1 PERU

TELEPHONE: 286200

CABLE: USAID/LIMA

June 22, 1981

Ms. Luzmila Maqueira
Director
Asociación Peruana de Hogares Juveniles
Jr. Washington 1241, Of. 400
Lima

Subject: APHJ OPG: Half-Way Center for Delinquent Youths
Project 527-0246

Dear Ms. Maqueira:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the Asociación Peruana de Hogares Juveniles (hereinafter referred to as the "APHJ", "Asociación" or "Grantee") a sum not to exceed One Hundred and Fifty Thousand United States Dollars (\$150,000) to assist the Grantee in the construction and equipping of a Half-Way Center for Delinquent Youths in Lima, as more fully described in the attachment to this Grant entitled "Program Description".

This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives from the date of this letter through June 30, 1982.

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

Please sign the original of this letter to acknowledge your acceptance of the conditions under which these funds have been granted and our Program Office will provide you with a copy for your files.

Sincerely yours,

Edwin G. Corr

Edwin G. Corr
Ambassador

[Signature]
Leonard Yaeger
Director, USAID/Peru

[Signature]
Howard D. Lusk
Deputy Director, USAID/Peru

Attachments:

- A. Program Description
- B. Standard Provisions

ACCEPTED:

ASOCIACION PERUANA DE HOGARES JUVENILES

By: *[Signature]*
Luzmila Maqueira, Director

Fiscal Data:

Appropriation: 72-1111021
Allotment: 145-50-527-00-69-11
Project No.: 527-0246

Attachment A

Program Description: (For purposes of the Standard Provisions this attachment shall constitute the "Schedule").

A. Purpose of the Grant

The purpose of the project is to support the Asociación Peruana de Hogares Juveniles to conduct a vocational training program for the rehabilitation of juvenile delinquents. To achieve this purpose, the Grant will assist the APHJ in the construction and equipping of a Half-Way Home to shelter youths, who, once released from prison, are rejected by their families and have no employment prospects.

B. Specific Objectives

The Asociación Peruana de Hogares Juveniles (APHJ) will build and equip a Half-Way Home which will constitute the first of its kind in Peru. Thus, two basic goals are to be achieved with AID's economic support:

1. The construction and equipment of the first Half-Way Home for youth rehabilitation.
2. The introduction and development of an experimental rehabilitation program based on vocational training programs for those youths living at the Half-Way Home.

AID support will provide approximately 20 young ex-prisoners, ages ranging from 13 to 18, with the opportunity to live in a familiar, emotionally secure environment and to develop basic manual skills in specific areas, e.g. carpentry, metal-mechanics, handicrafts, among others.

Services will also be provided for those minors who, although not living at the Half-Way Home, also have interest in participating in educational activities and counseling services.

Additional activities undertaken by the APHJ include for the future, the creation of a Job Placement Office and the marketing of handicrafts produced by the youths at the Home. In the long run, economic revenues from marketing will permit the APHJ to defray part of the recurrent operating costs of the Home once established.

This project will also have an impact in the following areas including:

a. Enhancing the skills of the juvenile ex-delinquents so they can more effectively participate in and promote development in their communities when the period of training at the Half-Way Home is completed.

b. Encouraging or assisting other national institutions to incorporate rehabilitation programs of this nature into national development policies or strategies.

c. Enhancing an awareness or consciousness raising process in other PVOs so that future actions could be planned and implemented jointly.

d. Developing experimental rehabilitation programs to be replicated in other regional areas of Peru.

Consequently, ultimate goals of the project are basically, to increase the capacity of the APHJ to offer practical vocational education to juvenile ex-delinquents actually facing family abandonment and to enhance the APHJ institutional capacity to serve the educational and employment needs of these minors.

C. Project Implementation

APHJ will assume responsibility for administration of the project's implementation and utilization of grant funds. This project will be implemented over a period of approximately one year beginning from the date of the signing of the Letter of Agreement. The first month following the signing of the Agreement will be devoted to the land purchase and required legal documentation. The following months will be mainly dedicated to construction activities and purchase of equipment. The vocational training activities will be initiated towards the end of the year.

Construction of the Half-Way Home for Ex-delinquents:

A 497.20m land extension will be purchased in the downtown area of Lima to construct the Half-Way Home. Total cost of land is \$38,700. The APHJ will contribute \$24,200 and the remaining \$14,500 will be paid with OPG funds.

A total area of 282.4 m² will be constructed in the first floor. The second floor constructed area will be 176 m². A fence of 85.73m will be built surrounding the Half-Way Home. Total cost of the construction is estimated at the equivalent in soles of \$70,000, taking inflation into consideration.

The following areas will be built in the first floor: a multiple use workshop area, a kitchen, a dining room, an office, the supervisor's bedroom with a bathroom and a room for recreation. An additional area for open air sports will also be built.

The second floor area will be mainly dedicated for the bedrooms, sanitary services and a deposit. Most of the equipment for these areas will be purchased with AID funds at a cost estimated at the equivalent in soles of \$26,000. The APHJ will contribute equipment and tools.

The Multiple Use Workshop:

AID funds will cover expenses incurred in the equipment of the multiple use workshop, i.e. basic tools, didactic material and administrative costs.

In the multiple use area, three workshops will be organized:

- a. Carpentry
- b. Appliance repair
- c. Clothes making

The Recreational Area:

An area for passive recreation will be built where youths will dedicate spare time to table games, e.g. chess, puzzles, etc. In addition, a sports area will also be built for outdoor recreation, basically soccer and basketball. Total estimated cost for the construction of the recreational area is \$7,300.

D. Project Budget and Release of Funds

Release of grant funds under this Agreement shall be in accordance with Section J, Fiscal Provisions of this Agreement and Article 7B of Attachment B, and be based on the following budget. Cumulative transfers among AID financed categories of more than 20% shall require written approval by AID.

E. Required Accounting Records

The Asociación Peruana de Hogares Juveniles hereby agrees to keep separate accounting records for the funds under this Grant, separate and apart from records kept by the Asociación for any other funds held for similar projects or other purposes.

F. Procurement of Commodities

All commodity requirements will be identified by the APHJ. Procurement of commodities will be performed by APHJ and USAID in accordance with good management practices and with Standard Provisions, Attachment B, Item 10. Recreational equipment will be financed by AID if a commodity eligibility determination is obtained. If not, the procurement of the equipment will be financed by APHJ.

G. Evaluations and Reports

The APHJ will conduct jointly with USAID an intensive review of project activities after the first six months of implementation and again at the termination of the project.

In addition, the APHJ will provide USAID with quarterly financial reports stating amounts of funds received, spent and liquidated in accordance with the main items of the project budget.

H. Conditions

Prior to the disbursement of grant funds for construction, APHJ will furnish, in form and substance satisfactory to AID: (a) final engineering plans for the construction of the Half-Way Home; (b) a document demonstrating that APHJ has legal title to the land upon which the Center will be built.

I. Special Provisions

a. Letters. To assist in the implementation of the Project, AID and APHJ will exchange letters furnishing additional information or guidance about matters stated in this Agreement. The Project description may also be amended by an exchange of letters pursuant to Standard Provision 25 of Attachment B.

b. Amendments to Standard Provisions. The following paragraphs should be deleted from the Standard Provision (Attachment B): 7A, 7C, 12B and 12C.

c. Condition Precedent. Prior to the disbursement of AID Grant funds for any project activity, (per the Illustrative Budget in Attachment 1), except for Land purchase the APHJ will provide to AID satisfactory evidence that a qualified accountant has been employed on a part-time basis and that an accounting system has been developed and installed.

J. Fiscal Provisions

The Asociación Peruana de Hogares Juveniles will administer the Grant funds according to the budget included in Attachment B to defray costs incurred in carrying out the project, within the maximum limitations set forth within this agreement, and according to the standards set out in Article I of the Standard Provisions. Disbursements will be made in accordance with Provision 7B of the Standard Provisions, Attachment B. Complementary guidance for making disbursements will be provided after the signing of this Agreement.

ATTACHMENT 1

ILLUSTRATIVE PROJECT BUDGET
(\$000)

	<u>A. I. D.</u>	<u>A. P. H. J.</u>	<u>TOTAL</u>
1. Land Purchase	14,500	24,200	38,700
2. Maps and Licenses	-	2,300	2,300
3. Construction Costs	70,000	-	70,000
4. Workshops (tools and equipment)	8,500	3,300	11,800
5. Equipment for the Half-Way Home	26,000	1,200	27,200
6. Recreational Areas	7,300	-	7,300
7. Administrative Expenses	4,700	8,500	13,200
8. Food Supplies, Clothes and Medicines	-	10,000	10,000
9. Transportation	-	500	500
10. Contingencies	<u>19,000</u>	<u>-</u>	<u>19,000</u>
TOTAL	<u>150,000</u>	<u>50,000</u>	<u>200,000</u>