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SECOND AGREEMENT
BETWEEN
ASOCIACION PROMOTORA DE INSTITUTOS TECNOLOGICO
SUPERIORES
AND
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

Pouched to USAID
Arabe

7/1/85

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BETWEEN
ASOCIACION PROMOTORA DE INSTITUTOS TECNOLOGICOS
SUPERIORES
AND
DELAWARE TECHNICAL AND COMMUNITY COLLEGE

INTRODUCTION

This Agreement formalizes the understanding between the Asociacion Promotora de Institutos Tecnologicos Superiores (Contracting Agency) and Delaware Technical and Community College, a public agency of the State of Delaware (Contractor). The Agreement includes:

AGREEMENT PERIOD

The Agreement Period will be February 1, 1985 through December 31, 1985.

DEFINITIONS

- A. "TECSUP" means Asociacion Promotora de Institutos Tecnologicos Superiores.
- B. "College" means Delaware Technical and Community College.
- C. "Project" means the services to be provided to TECSUP by Delaware Technical and Community College.
- D. "Developmental Programs" are programs offered to technicians working in the industry, designed to reinforce and upgrade their knowledge and skills, and to familiarize them with the modern instrumentation and techniques developed for the field.

Each program is organized as a sequence of courses increasing in specialization and/or skill areas. Trainees with little formal technical education enrolled in these courses will obtain a Certificate of Completion for each course mastered; and upon completion of the entire program, a "Diploma of Satisfactory Completion of the Program" will be awarded.

The courses will be delivered regularly during the evenings for the trainees employed at industries in the Greater Lima area. Concentrated versions of these courses will be offered during the day, to out-of-town residents, twice a year, ranging from four to six weeks. TECSUP will evaluate the technical competencies of

each applicant entering each course against requirements developed for that course.

- E. "Refresher Courses" are courses offered to both: technicians employed in the Greater Lima area and to those employed by distant industries. Courses are designed to instruct trainees in "state of the art" equipment and/or processes paralleling technology programs offered at TECSUP. Each course is offered in a "block format" of continuous instruction lasting three to ten days and will cover the basic theory and current techniques for the specific topic.

LANGUAGE

The English language version of the Agreement shall govern. All notices pursuant to the provisions of this Agreement shall be in English.

NATURE OF THE PROJECT

TECSUP has completed an initial needs assessment survey among the Peruvian industries it plans to serve. In addition to that, Dr. Edward Aguirre, the educational evaluator dispatched to TECSUP by USAID-PRE, has conducted on site interviews with industry representatives on the need for technical courses offered to industry technicians at TECSUP.

Based on these findings, the college is proposing to assist TECSUP in conducting a formal survey of equipment and processes used in the Peruvian industries. Having completed this survey, the college will recommend to TECSUP's administration the courses that could be developed and offered with existing equipment or with minor additional acquisitions.

The college has already assisted TECSUP in planning four "developmental" technical programs (attached) with a number of courses of increasing complexity in each program. These programs will be offered at TECSUP for the purposes of upgrading the knowledge and skills of Peruvian technologists and technicians to maintain and repair the modern equipment installed in Peruvian industries. Local and visiting personnel from technical industries will benefit from these programs.

Although a sequential attendance to the various courses in these programs will be encouraged, TECSUP personnel will, by evaluating the applicant's educational and/or technical experience, place the applicants at any course corresponding to the applicant's educational and technical abilities. It is believed

that this approach offers two separate benefits:

1. Enrollees and their sponsoring industries will be assured of an on-going educational program which will result in these industries training their technicians in the most modern equipment and methods available in Peru.
2. It will offer TECSUP a continuous supply of trainees sponsored by industries thus contributing to the financing of its other educational operations.

The College will assume the responsibility of generating twenty (20) of these courses. TECSUP has been given resources to generate certain courses such as Applied Math. The College will also provide instructional staff to travel to Lima, Peru, where they will confer with instructors selected by TECSUP to teach these courses, on methodologies to be used. In addition, the college personnel will be present during the delivery of these courses to provide technical assistance and to evaluate the outcome of these courses.

STATEMENT OF WORK

The College will provide the following services:

1. Prepare 20 specialized "refresher" and/or "developmental" courses (Appendix I) to include the following items:
 - a. Textbooks-to be used as a primary reference. If available, a copy will be supplied. If unavailable, a master copy will be developed and supplied to TECSUP.
 - b. Suggested references related to the course content will be supplied.
 - c. Detailed topical outlines which will include necessary training activities and labs.

- d. Lists of all equipment materials needed for instruction.
- e. Suggested teaching methodology for the Peruvian instructional staff.
- f. Examples of tests and evaluation procedures.
- g. All required diagrams, blueprints, flow-sheets, and drawings needed to teach the courses.
- h. Required educational level or technical knowledge needed to enter each course.

Delivery of completed outlines of courses will be forwarded to TECSUP by the College by May 15, 1985. Delivery of the completed courses will commence thirty (30) days after delivery of outlines with four courses delivered by June 30, 1985.

- 2. Conduct 9 workshops at TECSUP using College professionals. These workshops will include orientation of TECSUP instructors by College professionals, delivery of Classroom and hands-on sessions as well as conducting on-site evaluations of each workshop.
- 3. Maintain a continuous line of communication with TECSUP and inform TECSUP of new materials, equipment and educational practices available to U.S. educational institutions.

KEY PERSONNEL

The individual responsible for the project at the College is Mr. Anthony S. Digenakis.

Dr. Edward Aguirre, U.S. Technical Coordinator for the TECSUP project, is to be informed by the college and kept advised on the status of all work performed under this contract.

The individual responsible for the project at TECSUP is Mr. Rodolfo Beeck.

REPORT

The College will submit to TECSUP two semi-annual reports on July 15, 1985 and January 15, 1986, which will include the activities, expenditures and project status. The report will be typed in English and submitted to TECSUP in triplicate. One copy of each report will be submitted to Dr. Edward Aguirre, Technical Coordinator, and two copies of each report to PRE/PPR and USAID LIMA project managers for TECSUP grant.

TERMS OF AGREEMENT

The agreement will commence on February 1, 1985 and be completed December 31, 1985. All work under the Agreement (including submission of the final report) will be completed within this period of time.

LEGAL EFFECT OF AID APPROVALS AND DECISIONS

The parties hereto understand the Agreement has reserved to AID certain rights such as, but not limited to, the right to approve the terms of this Agreement, the Contractor, and any or all plans, reports, specifications, subagreements, bid documents, drawings, or other documents related to this Agreement and the project of which it is part. The parties hereto further understand and agree that AID, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by AID to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing this project and shall not be construed as making AID a part to the Agreement. The parties hereto understand and agree that AID may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the project with the parties jointly or to any of them. Any approval (or failure to disapprove) by AID shall not bar the Contracting Agency or AID from asserting any right, or relieve the Contractor of any liability which the Contractor might otherwise have to the Contracting Agency or AID.

COST PROVISION AND AGREEMENT AMOUNT

This is a cost reimbursement Agreement; and all reimbursable costs under this Agreement shall be allowable, allocable, and reasonable in accordance with AID regulations. The fixed overhead amount under this Agreement is \$26,778 which may not be exceeded unless increased by an amendment to the Agreement. A portion of the fixed amount overhead will be payable on a pro rata basis for each billing. Notwithstanding any other provision in the Agreement, the maximum amount payable under this Agreement to the Contractor (including the fixed amount overhead and any other costs, expenses or charges) may not be exceeded unless the Agreement is amended to increase the maximum amount.

METHOD OF PAYMENT

The Contracting Agency has designated USAID/Peru as its paying agent. Payment will be made to the College by USAID/Peru upon receipt of written approval by the Contracting Agency. USAID/Peru will disburse funds to the College in quarterly advances. Each request for advance made by the College must be accompanied by:

- A. An SF-1034, Public Voucher, in original and six copies signed by the College's authorized representative and TECSUP's authorized representative.
- B. A certification for advance of funds executed by the Colleges's authorized representative.
- C. A quarterly listing of projected monthly disbursement requirements.

With each request for advance, the College shall render to USAID/Peru an accounting of funds advanced. This accounting shall be presented as a No-Pay Voucher.

The No-Pay Voucher will be prepared using Voucher Form 1034 in original and six copies for the amount of the expenditures made during the period covered. Each voucher shall be supported by original and six copies of a financial statement rendered by the College in a form and manner satisfactory to USAID/Peru, as follows:

<u>Budget</u> <u>Line Item</u>	<u>Category</u>	<u>Budget</u> <u>Amount</u>	<u>Expenditures</u>		<u>Balance</u>
			<u>To Date</u>	<u>This Period</u>	
A	_____	_____	_____	_____	_____
B	_____	_____	_____	_____	_____
C	_____	_____	_____	_____	_____
TOTAL	=====	=====	=====	=====	=====

The financial statement shall include a certification signed by an authorized representative of the College as follows:

The undersigned hereby certifies:

- 1. That payment of the sum claimed under the voucher is proper and due under the terms of the Agreement; and

2. That the information on the financial statement is correct and any detailed supporting information as USAID/Peru may require will be furnished promptly on request.

A final No-Pay Voucher must be submitted within 30 days after the expiration date of this Agreement.

AUDIT AND RECORDS

- A. The Contractor shall maintain books, records, documents, and other evidence and shall apply consistent accounting procedures and practices sufficient to reflect properly all transactions under or in connection with the Agreement. The foregoing constitute "records" for the purpose of this clause.
- B. The Contractor shall maintain such records during the Agreement term and for a period of three (3) years after final payment. However, records which relate to litigation or the settlement of claims arising out of the performance of this Agreement shall be retained until such litigation or claims have been finally settled.
- C. All records shall be subject to inspection and audit by the Contracting Agency and/or AID (or their authorized agents) at all reasonable times. The Contractor shall afford the Contracting Agency and/or AID proper facilities for such inspection and audit.
- D. The Contractor further agrees to in all its subagreements hereunder a provision that the subcontractor agrees that the Contracting Agency and/or AID, or any of their authorized agents, shall until the expiration of three (3) years after final payment under the subagreement, have access to and the right to examine any records of subcontractor involving transactions related to the subcontractor.

NATIONALITY AND TRAVEL

All air travel under the project shall be economy class United States certified carriers.

All materials, educational equipment and supplies that are shipped to TECSUP from the College will be of United States source and origin.

AMENDMENTS

Modification of the terms of this Agreement shall be made by amendment signed by the parties. Any amendments, including letter amendments, which increase the Agreement amount or extend the completion date of the Agreement must be approved by AID.

TERMINATION

The Contracting Agency or the Contractor may terminate the Agreement upon written notice to the other party as follows:

- A. In the event work performed by the Contractor is unsatisfactory to the Contracting Agency and upon adequate notification by the Contracting Agency on specific problems which the Contractor is unable to resolve.
- B. For non-payment by the Contracting Agency to the Contractor for services provided.
- C. For any cause beyond the control of either party which cannot be foreseen that prevents either party from wholly or partially performing any duties or responsibilities under the Agreement.

WORKMEN'S COMPENSATION INSURANCE

- A. The Contractor, before commencing performance under this Agreement, shall maintain coverage through workmen's compensation insurance or security covering each employee to the extent required by the Defense Base Act of the United States, if applicable, but in any event equivalent to coverage required by law or custom in the location where the Contractor employee is performing services.
- B. The Contractor, before commencing performance under this Agreement, shall obtain War hazard risk protection for any employees who are not covered by the War Hazards Compensation Act, as amended (41, U.S.C. 1701, et. seq.)
- C. The Contractor agrees to insert this clause in all sub-agreements hereunder, except those exclusively for furnishing materials or supplies.

PARTICIPANT TRAINING

- A. All participants sent to the United States for training under this Agreement shall obtain a J-1, U.S. Government visa. Department of State Form will be used to obtain the visa; the form is available from the AID Mission.
- B. The Contractor shall submit copies of form AID 1380-9, "Monthly Report of Participants Under Grant, Loan, or Contract Programs to AID" in accordance with the instructions thereon. In addition, the Contractor shall submit one copy to the Contracting Agency.

SIGNATURES

The parties hereto, through their duly authorized representatives, hereby agree to the provisions of the Agreement.

Anthony S. Andrews for JRC

 Contractor
 John R. Kotula
 President
 Delaware Technical and
 Community College

[Signature]

 Contracting Agency
 Mr. Rodolfo Beeck
 Executive Director
 Asociacion Promotora de Institutos
 Tecnologicos Superiores

Feb 8 1985

 Date

Feb 24 1985

 Date

January 17, 1985

BUDGET FOR TECSUP PROJECT

FEBRUARY 1, 1985 - DECEMBER 31, 1985

COURSE DEVELOPMENT

Technical Courses:

20 courses \$3,000/course	60,000
Editing	12,000
Graphic Support	14,000
Word Processing Equipment rental	5,400
Software and Supplies	3,500
Clerical Support	8,500
Art & Materials (film, transparencies, slides, etc.)	<u>5,000</u>

SUBTOTAL 108,400.

PROJECT COSTS

Travel and Living Expenses Per diem:

11 staff x 23 days x \$75/day Per diem	18,975
11 staff x \$1,150 Travel	12,650
Postage/Telex/Telephone (U.S., Lima, California)	7,000
Project Coordination (2 1/2 staff)	25,000
Evaluation and Final Report	<u>2,500</u>

SUBTOTAL 174,525

Replacement cost for Teachers	4,000
Administrative Overhead (15%)	25,775
Services to be rendered as purchasing and Shipping Agent	6,000
Forwarding, insurance and freight, estimated at 10% of U.S.\$60,000 FOB equipment value.	<u>6,000</u>

GRAND TOTAL US \$ 217,303
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APPENDIX I

Courses identified for delivery by
Delaware Technical and Community College

	<u>Title</u>	<u>Date</u>	<u>Price</u>	<u>Book Reference</u>	<u>Instruction</u>
1.	Math For Technicians	May	1,500	320	---
2.	Blue Print Reading Mech/Piping	May	---	600	*
3.	Diagram Reading Electrical/Electronic	May	---	600	---
4.	Mechanical Measuring Devices	June	2,000	800	yes
5.	Materials Testing	June	3,000	1,400	yes
6.	Basic Tech English	July	---	400	*
7.	Advanced Tech English	July	---	200	yes
8.	Basic Electronics	July	6,000	1,200	*
9.	Advanced Electronics	July	2,500	850	
10.	Machine Components	July	5,000	400	yes
11.	Electronic Troubleshooting	July	2,000	500	---
12.	Surveying	July	4,000	1,200	---
13.	Digital Electronics	Sept	3,500	800	yes
14.	Microprocessor Fundamentals & Applications	Sept	5,000	800	yes
15.	Non-Destructive Testing	Sept	2,000	1,100	yes

16. Fundamentals of Manufacturing Processes	Sept	11,000	1,200	*
17. Plant Maintenance Scheduling	Sept	---	400	---
18. Chemical Standards Solutions & Measurements	Oct	4,000	700	*
19. Gas Chromat Atomic Absorp & Spectrosc. Fundamentals & Applications	Oct	4,000	700	yes
20. Industrial Application of Laser	Sept	<u>5,000</u>	<u>400</u>	<u>yes</u>
TOTALS		60,500**	14,570***	9

*DTCC experts will orient TECSUP'S Staff in the use of these courses but not actual delivery to industrial trainees is expected.

**Having the task analysis completed and having an inventory of TECSUP equipment on hand, the college recommends to AID that additional funding totaling \$60,500 be allocated to purchase needed supplies and "minor" equipment.

***\$14,570 fund should be allocated to purchase texts, manuals, reference materials needed for the delivery of courses DTCC is preparing.

NOTE: Items 16 & 20 final choices not decided.

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