

No. 16611

**UNITED STATES OF AMERICA
and
GUATEMALA**

Grant Agreement relating to emergency municipal reconstruction and repair (with annexes). Signed at Guatemala on 14 May 1976

Authentic texts: English and Spanish.

Registered by the United States of America on 27 April 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
GUATEMALA**

Accord de don relatif à des travaux de reconstruction et de réfection urgents à effectuer par les municipalités (avec annexes). Signé à Guatemala le 14 mai 1976

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 27 avril 1978.

GRANT AGREEMENT¹ NO. DR 5 — EMERGENCY MUNICIPAL RECONSTRUCTION AND REPAIR

This GRANT entered into in Guatemala City the 14 day of May 1976, between the GOVERNMENT OF GUATEMALA, acting through the MUNICIPAL DEVELOPMENT INSTITUTE (hereinafter referred to as INFOM), and the UNITED STATES OF AMERICA, represented by the AGENCY FOR INTERNATIONAL DEVELOPMENT, Guatemala (hereinafter referred to as AID),

WITNESSETH

WHEREAS, one of the major effects of the earthquake in Guatemala on February 4, 1976, was the destruction of towns and villages and their infrastructure;

WHEREAS, the Government of Guatemala has declared the critical stage of the emergency to have ended and has established the National Reconstruction Committee (hereinafter referred to as the NRC), to coordinate the efforts of the public and private domestic sectors as well as those of international donors in the reconstruction process;

WHEREAS, INFOM is the entity responsible for assisting municipalities in their development and has been designated as the executing agency by the NCR in the process of reconstruction;

WHEREAS, INFOM has the capacity working through the municipalities to execute the temporary repair, improvement and construction of essential services and facilities that will serve in the interim until their permanent replacement is possible;

WHEREAS, AID desires to provide grant assistance to the reconstruction program pursuant to Section 491 of the Foreign Assistance Act of the United States Government, of 1961, as amended;

NOW THEREFORE, INFOM and AID enter into the following agreement:

I. OBJECTIVE

This grant is for the purpose of assisting the municipalities to recover and reinstitute public community services.

II. PLAN OF ACTION

A. *Project Activities*

Utilizing the resources to be made available under this agreement, INFOM, working in close concert with the municipalities, will execute an emergency improvement program in the municipalities that suffered severe earthquake damage to:

1. clean, repair and restore grade to streets including water control structures to prevent erosion such as the use of surfacing materials where required;
2. remove rubble that remained after withdrawal of emergency rubble removal equipment;

¹ Came into force on 14 May 1976 by signature, in accordance with paragraph H of annex B.

3. restore surface drainage to prevent impounding of rain water;
4. inspect, clean and repair underground sewage and storm drainage systems;
5. carry out minor repairs to municipal structures;
6. erect required temporary municipal buildings which can be utilized until permanent replacement buildings are completed;
7. inspect and demolish, as necessary, public buildings which constitute a public hazard;
8. erect roofs for municipal public water sources;
9. erect temporary market facilities which can be utilized until permanent replacement markets are completed;
10. construct retaining walls where required to prevent further destruction and protect the population;
11. carry out other critical, temporary reconstruction activities as may be determined to be required through consultation between INFOM and municipal officials. The eligibility for funding of activities other than items 1 through 10 above will be subject to written concurrence by AID prior to initiation and financing of such activities.

B. *Operating Procedures*

The activities to be undertaken and completed by INFOM in each municipality will be carried out in accordance with the following procedure:

1. INFOM engineers will, in concert with appropriate municipal officials, conduct an inspection of municipal damage to determine the extent of repairs and temporary reconstruction activities required.

2. Based upon this inspection, INFOM engineers will prepare a work plan for each municipality and a cost estimate for required repair and temporary reconstruction activities. The work plan and cost estimate will include a listing of the activities to be undertaken, the estimated amount of materials, machine time and hand labor required, and anticipated work initiation and completion dates.

3. In conducting the inspection and preparing the work plan and cost estimate, INFOM will take into account ongoing and projected activities of other GOG, private voluntary agencies and international organizations in order to assure optimum use of available reconstruction resources. Resources under this grant will not be utilized to perform work programmed to be carried out by other agencies.

4. The municipal work plans and cost estimates will be elaborated and analyzed by the technical staff of INFOM and approved by the Manager. Two copies of all approved plans will be submitted to the AID; one copy is for the AID Controller's office.

5. Upon approval of the work plan, INFOM will contract for the required machinery on an hourly or project basis, advance funds to the municipality for the procurement of locally available materials and payment of labor, and procure those materials which cannot be purchased by the municipality. Subsequent advances for material purchase and labor payments will be made by INFOM to the municipalities as required. INFOM will assign responsibility for directing activities in every municipality where work is to be carried out to a qualified foreman who will be supervised by an INFOM engineer.

6. A completion report for each municipality will be prepared by INFOM and a copy sent to the AID within 20 days after completion of the works. This report will show the date of completion, summarize the work activities (cubic meters of rubble removed; number of city blocks cleaned, graded, drained, etc.; construction activities carried out; hours of machine rental by kind of machine; worker days of labor employed; meters of drainage inspected and/or repaired, etc.), and show a total cost breakdown by activity. These reports will also summarize to the extent possible what has [been] and/or is being done in the municipality by other public and private entities.

7. Records of all expenditures for each activity in each municipality will be maintained and retained by INFOM. Monthly progress reports summarizing approved works and INFOM expenditures thereunder together with estimated percentage of completion by municipality and activity will be prepared and submitted to the Manager of INFOM and the AID no later than the 15th day of each succeeding month.

C. Location and Timing

1. The activities described under II,A, above will be carried out in the municipalities that suffered damage from the earthquake. Major activities will be centered in the municipal seats but towns in the municipality will also be eligible.

2. Annex A incorporates a list of these municipalities by population and extent of damage suffered. This matrix also establishes, in principle, a maximum level of funding that may be used for reconstruction and repair activities in each municipality. Funding requirements in excess of these amounts for individual municipalities will be subject to approval by the parties hereto through an exchange of letters.

3. Additions and deletions may be made to Annex A by exchange of letters between the parties. In no event shall the total amount for municipal works exceed \$1,550,000 without formal amendment of this grant agreement.

4. Eligible activities will be initiated immediately upon signature of this Agreement and shall be carried out concurrently in the maximum possible number of municipalities.

5. All activities undertaken and the funds herein allocated will be expended prior to December 31, 1976. Unexpended funds will be deobligated and any outstanding advances will be liquidated through the submission of no-pay vouchers or cash refund prior to this date.

6. A project status review will be held about October 15, 1976, for the purpose of determining funding requirements for the balance of the work period. An amendment to the Agreement may be required following the review to make appropriate activity and funding adjustments in accordance with Section II,C,6.

III. RESPONSIBILITIES OF THE PARTIES

A. The Government of the United States of America through AID hereby agrees to provide up to \$1,950,000 for:

1. Municipal Emergency Reconstruction and Repair

—Up to a maximum of \$1,550,000 for the purchase of expendable materials, transportation, services, the employment of specialized, skilled and common labor and equipment contracting required to carry out the activities described in II,A, above.

2. *Project Supervision and Special Requirements*

—Up to a maximum of \$225,000 to defray costs required for salaries, per diem and other expenses entailed in contracting and supporting engineers, administrative personnel and foremen and technical assistance teams for planning, administering and directing the works.

3. *Vehicles and Equipment*

—Up to \$175,000 for the purchase of the following illustrative list of non-expendable items:

- 15 work vehicles, pick-up trucks
- 2, 10-ton capacity, stake trucks
- sewage cleaning equipment to be determined
- specialized tools and equipment

All vehicles procured under this Agreement must be manufactured in the United States of America.

All procurement under this section must have AID's prior written approval.

4. In no event will total program cost exceed \$1,950,000 without a formal amendment to this Agreement.

B. INFOM hereby agrees to:

1. provide overall direction, supervision and execution of project activities;
2. recruit and enter into contracts with personnel required for conduct of the works;
3. utilize its existing engineering and administrative staff, augmented by contract personnel, to work closely with the municipalities in the planning, design, execution and supervision of all elements of the project;
4. procure, transport or cause to be procured and transported all materials and equipment required for efficient conduct of the activities;
5. contract for equipment as required;
6. submit reports to AID as stipulated in Section II, B, 6 and 7 above;
7. insure that vehicles and equipment are properly maintained at all times;
8. obtain before and after photographs depicting the prevailing conditions in not fewer than 20 localities which will be enlarged (8" × 10") and three copies of each supplied to AID;
9. provide technical assistance to the municipalities to help them reestablish municipal services and improve financial and management procedures.

IV. GENERAL PROVISIONS

The "Standard Provisions", Annex B, attached, are hereby made a part of this Agreement.

V. ADMINISTRATIVE AND FISCAL PROVISIONS

A. The attached "Administrative and Fiscal Provisions", Annex D, as amended below, are hereby made a part of this Agreement:

The second paragraph of Section D is hereby deleted.

B. Upon receipt from INFOM of a written request, AID will advance an amount not to exceed \$500,000 to serve as a rotating fund for project implementation. This will be operated in accordance with provisions established in Annex D and paragraph C below.

C. It is mutually agreed that reimbursement by the Controller, USAID, under this agreement will be subject to the following special General Provisions contained in Annex "D".

1. *Municipal Emergency Reconstruction and Repair*

Reimbursement will only be made upon satisfactory completion of each approved activity commenced in each municipality. Any funds expended by INFOM for works which are not within the scope of Section II,A, or not properly approved in accordance with Section II,B, or that are not satisfactorily completed will be solely for INFOM's account and will not be financed by grant funds.

Reimbursement will be made no more than monthly upon submission of a fiscal report for each listed municipality detailing each activity undertaken and completed as above; the report will contain the following additional certification by INFOM's authorized representative:

"I hereby certify that the activities contained in the attached fiscal report for the indicated municipalities have been initiated and completed in accordance with the terms of Grant No. AID DR-5 dated 5/14/76 and that this is the only voucher and fiscal report for the actual costs thereof to be submitted for such activities within the municipality under this grant. I further certify that all portions of this activity have complied with the standards of reasonable price set forth in paragraph V,D, of this agreement."

2. *Project Supervision and Special Requirements*

Reimbursement vouchers will be submitted no more than monthly for all costs incurred to the date of the voucher. The fiscal report will summarize costs by the following categories:

- a. Salaries
- b. Per diem
- c. Vehicle Operation and Maintenance

Salary costs of regular INFOM staff will not be reimbursed under this grant.

3. *Vehicles and Equipment*

Reimbursement will be made no more than monthly based upon a voucher supported by copies of appropriate procurement documents. In the event INFOM designates AID to be its procurement agent under this section, AID shall be authorized to charge the grant directly for such procurement made on INFOM's behalf.

D. *Reasonable Price*

In order to assure maximum utilization of the funds available under the grant, procedures for procurement of goods and services under contract should be designed to produce the lowest price available provided that execution of the program will not be unduly hampered. Therefore, to the extent possible, INFOM will obtain written

price quotations from several vendors, including known major supplies of the commodities/services solicited, and maintain such documentation in their files for each transaction. Procurement shall be from the suppliers or contractors offering the lowest quoted price that reasonably meet quality standards and delivery schedules. Further, unless the particular situation requires, due to time pressures or other problems which may cause delay, goods shall be purchased in Guatemala or another CACM country only when the local price is lower than the "gross price" of a comparable item from a Code 935 source country. ("Gross price" as used herein shall be the price of the goods adjusted for costs of transport, insurance and other costs directly attributable to the purchase transaction.)

Unreasonable prices or rates, are cause for AID either to reject the financing of a transaction or to request a refund from the grantee.

The reimbursable cost of work performed by contract must be reasonable when compared to the estimated cost of the same work if performed by an agency of the GOG which would normally perform similar works.

All documents pertaining to procurement should be kept on file by INFOM and must demonstrate that suppliers were selected competitively on the basis of a representative canvas of the market.

Please note that only regular sales agent's commissions and dealer's mark-ups may be included in an A.I.D.-financed procurement transaction. These sales commissions and dealer's mark-ups must conform to normal trade practice and be reasonable.

VI. OTHER PROVISIONS

A. INFOM agrees to execute an assignment to AID upon its request, of any cause of action which may accrue to it in connection with or arising out of a contractor's performance or breach of performance of any contract financed in whole or in part out of funds provided by the United States Government under the laws of Guatemala and the terms of this Agreement.

B. INFOM may designate AID as its agent in procurement of vehicles and equipment to the extent that such action contributes to efficiency and carrying out the project on a timely basis.

C. This grant agreement may be amended by issuance of implementation letters which will require the concurrence of both parties.

D. Equipment acquired by INFOM through financing provided under this grant will be retained by INFOM to be used in its regular program of financial and other assistance to the municipalities of Guatemala.

SIGNED in the English and Spanish
languages this 14th day of May 1976.

FIRMADO en los idiomas español e in-
glés este 14 día de mayo de 1976.

[*Signed — Signé*]

FERNANDO CABRERA ARROYO

Gerente, INFOM¹

FREDERICK W. SCHIECK
for Edward W. Coy

Director, USAID/Guatemala

[*Signed — Signé*]

ARMANDO GONZÁLEZ CAMPO

Secretario General de Planificación Económica²

¹ Manager, Municipal Development Institute.

² Secretary General for Economic Planning.

ANNEX B

STANDARD PROVISIONS

A. As used herein, the term "AID" refers to the Agency for International Development, any component agency or any successor agency. Reference to this Grant Agreement shall mean the original agreement as modified by any revisions which have entered into effect.

B. Unless otherwise specified title to all property procured through financing by AID pursuant to Section III, C, of this Grant Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the Agreement, but is not financed therein.

C. Any property furnished to either party through financing by the other party pursuant to this Grant Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the work under this Agreement until completion of the work, and thereafter shall be used so as to further the objectives sought in carrying out the Agreement. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other party pursuant to this Grant Agreement which is not used in accordance with the preceding sentence.

D. If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the cooperating countries is, under the laws, regulations or administrative procedures of the cooperating countries, liable for customs duties and import taxes on commodities imported into the cooperating countries for purposes of carrying out this Grant Agreement, the Cooperating Agency will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

ANEXO B

DISPOSICIONES GENERALES

A. Según se emplea en estas Disposiciones, el término "ADI" se refiere a la Agencia para el Desarrollo Internacional, cualquiera de sus dependencias o agencias sucesoras. Cualquier referencia a este Convenio de Donación significará el Convenio de Donación original, modificado por cualesquiera enmiendas que se encuentren vigentes.

B. A menos que se especifique lo contrario, el título de todas las propiedades (o bienes) adquiridos por medio de financiamiento de parte de la ADI de acuerdo con la Sección III de este Convenio de Donación estará a nombre de la Agencia Cooperante, o de aquellas agencias públicas o privadas que se haya autorizado. Esta disposición no se aplicará a los bienes que puedan usarse en conexión con el proyecto, pero que no sean financiados de conformidad con el Convenio.

C. Cualesquiera propiedades (bienes) proporcionados a cualquiera de las partes a través de financiamiento de la otra parte, de acuerdo con este Convenio de Donación, a menos que la parte que financió la adquisición convenga lo contrario, se dedicarán al trabajo dentro de este convenio, hasta la terminación del mismo, y después serán usadas para continuar los objetivos perseguidos al llevar a cabo el Convenio. Cualquiera de las partes podrá ofrecer devolver o reembolsar a la otra parte cualesquiera propiedades (bienes) que obtenga por medio de financiamiento de la otra parte de conformidad con este Convenio de Donación que no sean usados de conformidad con la frase precedente.

D. Si a la ADI, o a cualquier otra organización pública o privada que suministre materiales o equipo por medio de financiamiento de la ADI, para las operaciones aquí convenidas en los países cooperantes, se le hace responsable, de acuerdo con las leyes, reglamentos o procedimientos administrativos de los países cooperantes, de los derechos de aduana e impuestos de importación sobre los materiales y equipo importados a los países cooperantes para los fines de este Convenio de Donación los países cooperantes pagarán tales derechos aduanales e impuestos, a menos que se conceda la exención de los mismos por medio de algún convenio internacional aplicable.

E. The Cooperating Agency will make such arrangements as may be necessary so that funds introduced into the cooperating countries by AID or any public or private agency for purposes of carrying out obligations of AID hereunder shall be convertible into currency of the cooperating countries at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating countries.

F. AID shall expend funds and carry on operations pursuant to this Grant Agreement only in accordance with the applicable laws and regulations of the United States Government.

G. The two parties shall have the right at any time to observe operations carried out under this Grant Agreement. Either party during the term of this Agreement and three years after the completion of the work, shall further have the right (1) to examine any property procured through financing by that party under this Grant Agreement wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Grant Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Grant Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

H. The present Agreement shall enter into force when signed. Either party may terminate this Grant Agreement by giving the other party 30 (thirty) days' written notice of intention to terminate it. Termination of this Grant Agreement shall terminate any obligations of the two parties to make contributions pursuant to Section III of this Grant Agreement. All contracts entered into under this grant must contain a similar termination provision. It is expressly

E. La Agencia Cooperante hará los arreglos que sean necesarios para que los fondos introducidos a los países cooperantes por la ADI o cualquier agencia pública o privada, para llevar a cabo las obligaciones de la AID estipuladas aquí, sean convertidos a la moneda de los países cooperantes a la tasa más alta de cambio que en la fecha de la conversión sea legal en los países cooperantes.

F. La ADI gastará fondos y llevará a cabo las operaciones de conformidad con este Convenio de Donación únicamente de acuerdo con las leyes y reglamentos aplicables del Gobierno de los Estados Unidos.

G. Las dos partes tendrán derecho, en todo tiempo, a observar las operaciones que se estén llevando a cabo de conformidad con este Convenio de Donación. Cualquiera de las partes, durante el término del Proyecto y tres años después de la terminación del trabajo, tendrá derecho a (1) examinar cualesquiera propiedades (o bienes) adquiridos a través de financiamiento de esa parte, de acuerdo con este Convenio de Donación en cualquier parte que se encuentren las propiedades, y (2) inspeccionar y practicar auditoría de los registros y cuentas que se refieran a los fondos proporcionados, o a las propiedades adquiridas y servicios por contrato prestados, a través de financiamiento de la parte interesada, de conformidad con este Convenio de Donación en cualquier parte en que tales registros estén ubicados o sean mantenidos. Cada una de las partes, para disponer de cualquier propiedad adquirida a través de financiamiento de la otra parte, de conformidad con este Convenio de Donación se asegurará de que los derechos de inspección, examen o auditoría descritos en la frase precedente sean reservados a la parte que efectuó el financiamiento.

H. El presente Convenio entrará en vigor en la fecha de su firma. Cualquiera de las partes podrá dar por terminado este Convenio de Donación dando a la otra parte aviso escrito de terminarlo con 30 (treinta) días de anticipación. La terminación de este Convenio de Donación dará por terminadas todas las obligaciones de las dos partes de efectuar contribuciones de conformidad con la Sección III de este Convenio de Donación. Todos los contratos celebrados en esta donación debe-

understood that the obligations under paragraph VI, E, of this Grant Agreement and Paragraph C of these General Provisions relating to the use of property shall remain in force after such termination.

rán incluir disposiciones similares de terminación. Queda expresamente entendido que las obligaciones del párrafo VI, E, del Convenio de Donación y el párrafo C de estas disposiciones generales, relativas al uso de propiedades (bienes), quedarán en vigor después de tal terminación.

ANNEX D¹

ADMINISTRATIVE AND FISCAL PROVISIONS

GRANT AGREEMENT

Travel

A. All international air travel which is to be reimbursed under this agreement must be on U.S. flag aircraft, less than first class unless such service is not available on the route traveled. Any travel outside Guatemala must have the USAID's prior written approval of the itinerary, air carrier and purpose of travel.

B. Travel and per diem expenses included in a voucher from a Cooperating Organization shall be documented by carrier receipts and a complete itinerary of travel performed. Allowable travel expenses will be computed at the Cooperating Organization's standard rates but shall not exceed amounts allowable by current U.S. Government travel regulations, unless otherwise agreed in writing.

Fiscal Provisions

A. USAID will provide up to the maximum amount shown in Section III, A, 4, of the Grant Agreement, in support of the activities described herein.

The Cooperating Organization must submit reimbursement vouchers showing complete details supporting all expenditures for which reimbursement is requested.

¹ Annex C is non-existent. Annex D is a standard annex and is always referred to as Annex D, Fiscal Provisions. (Information supplied by the Government of the United States of America.)

ANEXO D¹

DISPOSICIONES FISCALES Y ADMINISTRATIVAS

CONVENIO DE DONACIÓN

Viajes

A. Todo viaje aéreo internacional cuyo costo se reembolse dentro de este Convenio deberá efectuarse en naves que ostenten bandera de los Estados Unidos de Norte América, en clase económica, a menos que tal servicio no esté disponible para la ruta deseada. Para viajes fuera de Guatemala se requiere la aprobación previa, por escrito, de la ADI, para el itinerario, transportista y propósito del viaje.

B. Los gastos de viaje y viáticos incluidos en un *voucher* del Organismo Cooperante deberán estar respaldados por recibos del transportista y por un itinerario detallado del viaje efectuado. Los gastos de viaje se calcularán de acuerdo con las tarifas del Organismo Cooperante pero no deberán exceder de las cantidades permitidas por los reglamentos de viaje vigentes del Gobierno de los Estados Unidos, a menos que se convenga otra cosa por escrito.

Disposiciones Fiscales

A. La USAID proporcionará hasta la suma máxima indicada en la Sección III, A, 4, del Convenio de Donación en apoyo de las actividades descritas en este documento.

El Organismo Cooperante presentará los comprobantes (*vouchers*) indicando los detalles completos que respalden todos los gastos por los que se solicite reembolso.

¹ Annex C is non-existent. Annex D is a standard annex and is always referred to as Annex D, Fiscal Provisions. (Information supplied by the Government of the United States of America.) — Il n'existe pas d'annexe C. L'annexe D est une annexe standard et est toujours intitulée Annexe D, Dispositions financières. (Renseignements fournis par le Gouvernement des Etats-Unis d'Amérique.)

None of the funds provided by USAID hereunder will be utilized for any severance pay which may be required pursuant to the laws of Guatemala, and, it is hereby agreed that the Cooperating Organization is and shall be responsible for any claims for such severance pay. All costs incurred by the Cooperating Organization are understood to be for the sole account of the Cooperating Organization and partial reimbursement of such costs by USAID is limited to the maximum amount stated in this Grant Agreement.

B. The funds committed by this Agreement shall be disbursed by USAID through payment for direct costs incurred by the Cooperating Organization in carrying out the approved program and within the maximum limitations set forth in this Agreement. No funds made available under this Agreement may be used to make payments for goods and services other than those stipulated in the Agreement.

C. Advances of funds under this Agreement, if any, shall be in accordance with the provisions of the current USAID Manual Order No. 101, *Policy on Cash Advances in Support of USAID/ROCAP Activity*. Advances, if any, shall be liquidated by either refund of any portion which has not been utilized or by submission of "No-Pay" vouchers prepared in accordance with the procedures set forth below for regular vouchers; such vouchers shall be marked "No Pay."

D. The Cooperating Organization will submit a properly executed voucher on Form 1034 (original) and 1034 (a) (three copies) monthly to the Controller of USAID in the amount of the expenditures made during each month. The voucher shall be supported by such documentation as the USAID Controller considers appropriate together with an original and two copies of a certified fiscal report rendered by the Cooperating Organization in a form and manner satisfactory to USAID, substantially as shown in attachment I of this Annex.

Los fondos proporcionados por la USAID por este medio no podrán ser utilizados para cubrir indemnizaciones a empleados que sean requeridos por las leyes de Guatemala; y, por este medio se conviene en que el Organismo Cooperante es y será responsable de cualesquiera reclamaciones por tales indemnizaciones. Queda entendido que todos los gastos en que incurra el Organismo Cooperante serán por cuenta única del Organismo Cooperante y el reembolso parcial por parte de la USAID, de tales costos, está limitado a la suma máxima indicada en el Convenio de Donación.

B. Los fondos comprometidos bajo este Convenio serán desembolsados por la USAID en forma de pagos por los gastos directos en que incurra el Organismo Cooperante para llevar a cabo los programas aprobados y dentro de las limitaciones de la cantidad máxima estipulada en este Convenio. De acuerdo con este Convenio, ningún fondo podrá utilizarse para efectuar pagos por servicios o equipo que no sean los estipulados en este Convenio.

C. Los anticipos de fondos bajo este Convenio, si los hubiere, se harán de acuerdo con las especificaciones vigentes del Manual de la USAID No. 101, *Método de Anticipos Monetarios para Financiar Actividades de la USAID/ROCAP*. Los anticipos, si los hubiere, deberán liquidarse ya sea por medio del reembolso de cualquier porción no utilizada o presentando un documento "No Pagadero" (*No Pay Voucher*) preparado de acuerdo con las especificaciones y procedimientos abajo descritos para documentos corrientes; dichos documentos deberán marcarse "No Pagaderos" (*No Pay*).

D. El Organismo Cooperante deberá presentar mensualmente la Forma 1034 (Original) y 1034 (a) (tres copias) debidamente ejecutadas a la oficina del Contralor de la USAID por la cantidad gastada durante el mes. Este documento deberá estar amparado por la documentación que el Contralor de la USAID considere apropiada juntamente con un original y dos copias de un informe fiscal certificado rendido por el Organismo Cooperante y en forma y presentación satisfactorias a la USAID, sustancialmente como se muestra en el Adjunto I de este Anexo.

The fiscal report shall also include a certification signed by an authorized representative of the Cooperating Organization, as follows:

"The undersigned hereby certifies: (1) that payment of the sum claimed on the voucher is proper and due under the terms of the Agreement; and (2) that the information on the fiscal report is correct and such detailed supporting information as USAID may require will be furnished promptly on request."

E. A final voucher and fiscal report must be submitted no later than December 31, 1976.

F. In the event that the Cooperating Organization expends funds provided by this Agreement for purposes determined by USAID to be other than those authorized by the Agreement, the Cooperating Organization will promptly refund an amount equal to such unauthorized expenditures to the Office of the Controller, USAID.

G. USAID, or any duly authorized representatives of the United States, shall have access to and the right to examine any books, documents, papers and records of the Cooperating Organization pertaining to work under this Agreement during the term of the Agreement and for three years after the final or terminal payment under this Agreement.

El informe fiscal deberá contener la siguiente certificación firmada por un representante autorizado del Organismo Cooperante.

"El infrascrito por este medio certifica: (1) que el pago de la suma reclamada en el recibo es justo y debido de acuerdo con los términos del Convenio; y (2) que la información contenida en el informe fiscal es correcta, y que cualquier información detallada que la USAID requiera para confirmarla será proporcionada inmediatamente a su solicitud."

E. Un último documento de cobro (*voucher*) y un informe fiscal deberán ser presentados no más tarde del 31 de diciembre, 1976.

F. En caso de que el Organismo Cooperante utilice fondos de este Convenio para propósitos que la USAID determine diferentes a los establecidos por el Convenio, el Organismo Cooperante reembolsará dichos fondos inmediatamente a la Oficina del Contralor de la USAID.

G. La USAID, o los representantes debidamente autorizados por el Gobierno de los Estados Unidos, tendrán acceso, y el derecho de examinar cualesquiera libros, documentos, papeles y registros del Organismo Cooperante relacionados con el trabajo llevado a cabo de acuerdo con este Convenio, durante su vigencia y hasta tres años después de que se haya efectuado el último desembolso bajo los términos de dicho Convenio.

Organismo Cooperante
Cooperating Organization
Informe Fiscal — Proyecto No. _____
Para el período a
For the period to

Categoría — (Category)	Presupuesto Total (Total Budget)	Gastos—Expenditures	
		Este Periodo (This Period)	A la fecha (To date)
A. <i>Reconstrucción Municipal</i> (Municipal Reconstruction) (Actividad terminada por Municipalidad) (Completed Activity, by municipality)			
B. <i>Supervisión del Proyecto</i> (Project Supervision) (Mensual, por categoría mayor de gastos) (Monthly, by category of expenditures)			
1. Salarios (salaries)			
2. Viáticos (per diem)			
3. Mantenimiento y Uso de Vehículos (Vehicle operation and maintenance)			
C. <i>Vehículos y Equipo</i> (Mensual, por artículo comprado) (Monthly, by item purchased)			
TOTAL			