MANAGEMENT SERVICES AGREEMENT BETWEEN
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION
AND THE LATIN AMERICAN CIVIL AVIATION COMMISSION

The International Civil Aviation Organization (ICAO) and the Latin American Civil Aviation Commission (LACAC):

CONSIDERING Assembly Resolution A27-17 adopted by ICAO:

CONSIDERING Assembly Resolution A16-13 adopted by LACAC, where it was agreed that, as of 31 December 2006, new LACAC working arrangements would be applied based on the managerial and financial autonomy of the regional organization and that a close relationship with ICAO would be maintained;

CONSIDERING the Working Arrangements signed between LACAC and ICAO on 21 December 2005 which replaced the Working Arrangements between ICAO and LACAC dated 28 November 1978;

CONSIDERING that the Working Arrangements, inter alia, state that as of 1 January 2007, the permanent and temporary staff of the LACAC Secretariat shall be selected by LACAC and contracted through a Management Services Agreement (MSA) in the framework of the Technical Cooperation Programme (TCB) of ICAO and that all costs related to activities of LACAC shall be borne by LACAC itself.

AGREE AS FOLLOWS

1. GENERAL PROVISIONS

1.1 LACAC has decided to request ICAO services and ICAO is willing to provide such services as per the provisions of the present Agreement. The detailed description of such services is contained in the Annex to this Agreement.

1.2 ICAO shall be responsible for providing, at the request and on behalf of LACAC, the services specified in the Annex to this Agreement (hereinafter referred to as “the services”) in accordance with ICAO’s policies, practices, procedures and rules.

1.3 ICAO and LACAC shall maintain close consultations respecting all aspects of the provision of the services contemplated in this Agreement.

2. FINANCIAL AND ACCOUNTING PROVISIONS

2.1 The estimated total cost of the services is indicated in the Annex to this Agreement. For management of the services, a handling charge shall be paid to ICAO as indicated in the Annex. The total cost (services and handling charge) of the Project must not exceed the amount reflected in the Annex without the prior agreement of LACAC. Any change to the duration of the Agreement and/or the scope or cost of the Project shall require negotiations between the two parties in order to agree upon revised amounts for the services and handling charge.
2.2 Immediately following the coming into force of this Agreement, LACAC shall deposit the amounts detailed in the Annex to cover the estimated total cost of the services and handling charge.

2.3 All cash receipts to, and payments made by, ICAO under this Agreement shall be recorded in a separate account, opened, *inter alia*, in order to place on record the receipt and administration of payments. All payments made to ICAO shall be made in U.S. dollars and deposited in ICAO's bank account as follows:

<table>
<thead>
<tr>
<th>Pay to:</th>
<th>Royal Bank of Canada</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ste. Catherine and Stanley Branch</td>
</tr>
<tr>
<td></td>
<td>Montreal, Quebec</td>
</tr>
<tr>
<td></td>
<td>CANADA</td>
</tr>
<tr>
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<td>003</td>
</tr>
<tr>
<td>Transit:</td>
<td>05101</td>
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<td>404-6 892</td>
</tr>
<tr>
<td>Account Number:</td>
<td>ICAO Pool Account</td>
</tr>
<tr>
<td>Ordering Customer:</td>
<td>LACAC</td>
</tr>
<tr>
<td>Details of Payment:</td>
<td>RLA/06/801</td>
</tr>
</tbody>
</table>

2.4 For the financial transactions to be carried out by LACAC in Peru, an imprest account will be opened in a local bank account in order to proceed with payments though funds transferred from the project account at ICAO.

2.5 ICAO shall hold at LACAC's disposal the interest accrued on the funds received in conformity with ICAO regulations, rules and financial guidelines.

2.6 ICAO shall not begin or continue the provision of the Services until the payments mentioned in Clause 2.2 of this Agreement have been received in full and ICAO shall not pay or commit any sums exceeding the funds deposited in the aforementioned account. LACAC is responsible to ensure that funds are available before initiating activities that will result in an outlay of funds.

2.7 The funds and activities under this Agreement shall be administered according to applicable ICAO regulations, rules, directives, procedures and practices.

2.8 ICAO shall furnish LACAC with unaudited financial statements prepared on the basis of ICAO's accounting standards and policies concerning the services covered in this Agreement, showing the status of the funds in U.S. dollars as at the end of March, June, September and December. After ICAO has concluded the provision of the services, it shall submit to LACAC a final financial statement. In the event that LACAC requests audits of its account under this Agreement, the external audit shall be performed by the External Auditor of ICAO. Any other audits shall be agreed by both parties. LACAC shall bear the cost of audits requested.

2.9 With respect to the services contemplated under the Annex to this Agreement, the following general provisions of a financial and accounting nature shall be adopted:

a) Expenditures for retaining the services of personnel shall be specified in the contracts concluded between ICAO and the respective personnel and shall be limited to the costs arising from those contracts.
b) Expenditures for services contracted other than those mentioned in 2.9 a) above shall be specified in the contracts concluded between ICAO and the respective contractors and shall be limited to the costs arising from those contracts.

c) Any significant change in the duration, scope and nature of the services mentioned in the contracts referred to in clauses 2.9 a) and 2.9 b) may be made after consultations have been held between LACAC and ICAO.

d) Expenditures shall be limited to those included in the Annex.

e) If due to unforeseen circumstances the funds received under this Agreement should prove insufficient to cover the total cost of services to be provided, ICAO shall inform LACAC to that effect. The parties shall immediately hold consultations with a view to agreeing on appropriate changes to the services in order to ensure that the funds contributed by LACAC are sufficient to cover the expenditures corresponding to the services requested.

2.10 Any balance of funds not disbursed and not committed at the conclusion of the services shall be returned to LACAC on request, or be retained in the account for future use as defined by LACAC.

3. CONTRACTING OF LACAC PERSONNEL

3.1 LACAC shall be responsible for selecting temporary and permanent personnel, providing ICAO, on a timely basis, the corresponding terms of reference and service conditions specified in the Annex to this Agreement and covering all expenditures inherent to the services referred to in this Agreement. Such personnel shall be contracted by ICAO on behalf of LACAC.

3.2 ICAO shall adopt whatever provisions it deems necessary to make all respective payments to the above-mentioned personnel or contractors and any other expenditures relating to their duties.

3.3 In the performance of the duties stipulated in the terms of reference of their respective contracts, the personnel or contractors shall work under the supervision of LACAC, shall collaborate closely with officials of LACAC and shall help to execute the Project in conformity with such general guidelines as LACAC may establish in consultation with ICAO. ICAO shall furnish to the above-mentioned personnel or contractors whatever guidance ICAO deems necessary for the successful implementation of the services.

3.4 Personnel recruited shall not be considered staff members of ICAO nor shall they be entitled to rights and privileges of ICAO staff members. The legal status and rights of recruited personnel shall be defined and recognized in the special service agreement which stipulates their terms of employment. In the event and to the extent such rights fall within the scope of any mandatory rules under national law, it shall be the responsibility of LACAC to ensure compliance.

4. OTHER SERVICES

4.1 LACAC may request ICAO to acquire on behalf of LACAC the necessary equipment and supplies in conformity with this Agreement. Following the acceptance of the equipment by ICAO on behalf of LACAC, title of ownership shall pass automatically from the supplier of the equipment to
LACAC. Should the costs resulting from tariff duties, taxes or similar fees directly related to the release from customs of the equipment and supplies not be subject to exemption by the Government, LACAC shall be responsible for defraying such costs.

4.2 LACAC shall be responsible for providing the required administrative support (premises, office furniture, equipment and supplies, local transportation, communication services, etc.) to the personnel listed in the Annex to this Agreement.

5. **SETTLEMENT OF DISPUTES**

5.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled, in the first instance, by direct negotiations between the parties. If unsuccessful, such dispute, controversy or claim shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, as in force at the time of arbitration. The place of arbitration shall be Montreal, Province of Quebec, Canada, conducted in the English language. Arbitration shall be conducted by one arbitrator.

6. **PRIVILEGES AND IMMUNITIES**

6.1 Nothing set down in the provision of this Agreement or related thereto shall be considered as constituting renunciation of the privileges and immunities of ICAO, a specialized agency of the United Nations.

7. **FORCE MAJEURE**

7.1 If due to major necessity or national legislation ICAO could not temporarily comply with any of its obligations, as per this Agreement, and if ICAO would grant LACAC written notice within fourteen (14) days after occurrence, such obligations from the non-complying international organization will be suspended during the entire time this impossibility may last.

7.2 The term “force majeure” herewith used includes events of nature, strikes, close downs, enemy acts, wars, blockades, insurrections, tumults, epidemics, demolitions, earthquakes, thunder storms, lightning, inundations, civil disturbances, explosions and any other similar situation that may be out of control of either International Organization and which can not be overcome by either one after necessary effort.

8. **CORRESPONDENCE**

8.1 All correspondence related with the implementation of the present Agreement, with the exception of the present Agreement or amendments thereof, should be sent to:

**ICAO**
Secretary General of ICAO
999 University Street
Montreal, Québec H3C 5H7
Canada

**LACAC**
Secretary of LACAC
(Centro Empresarial Real, Vía Principal 102,
Edificio Real Cuatro, 3º Piso)
Av. Víctor Andrés Belaunde 147
Lima 27, Peru
9. ENTRY INTO FORCE, OBLIGATIONS AND TERMINATION

9.1 This Agreement shall come into force on the date on which it has been signed by both parties.

9.2 This Agreement may be terminated by either party at any time by written notification to the other party, provided notice is issued three months in advance by the party seeking termination.

9.3 The obligations assumed by the parties under this Agreement shall continue to exist after termination of this Agreement to the extent necessary to permit the orderly finalization of activities, the withdrawal of personnel, the distribution of funds and assets, the liquidation of accounts existing between the parties to the Agreement and the settlement of contractual obligations. Additional funds, if necessary, to cover the above-mentioned expenditures shall be provided by LACAC.

9.4 Any amendment to this Agreement shall be carried out by mutual consent between the parties through an appropriate supplementary letter of agreement.

9.5 LACAC shall keep ICAO duly informed of all measures which it adopts for the fulfilment of this Agreement or which may affect this Agreement.

10. INDEMNITY

10.1 LACAC shall indemnify and hold harmless ICAO, including its personnel from any and all actions, claims or other demands arising out of any act performed by ICAO on behalf of LACAC pursuant to this Agreement.

11. SIGNATURES

Accepted in representation of:

the Latin American Civil Aviation Commission

Signature: [Signature]

Name: [Name]

Title: [Title]

Date: 21/2/2007

the International Civil Aviation Organization

Signature: [Signature]

Name: Tareb Cherif

Title: Secretary General

Date: 14 FEBRUARY 2007
ANNEX

INTERNATIONAL CIVIL AVIATION ORGANIZATION

To the Management Services Agreement signed between
the Latin American Civil Aviation Commission (LACAC)
and the International Civil Aviation Organization (ICAO)
for the provision of technical cooperation.

Number: RLA/06/801
Title: Technical Assistance for LACAC
Duration: Two years
Regional executing organization: Latin American Civil Aviation Commission (LACAC)
International executing organization: International Civil Aviation Organization (ICAO)
Estimated starting date: January 2007
Budget: US$ 585,390

Brief description/objective: Technical assistance for the development of the activities and
management of the LACAC Secretariat.

Approved on behalf of: Signature: Name/Title: Date:
LACAC 

ICAO Taïeb Chérif Secretary General

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1. DESCRIPTION OF SERVICES

1.1 Based on the Working Arrangements signed between the Latin American Civil Aviation Commission (LACAC) and the International Civil Aviation Organization (ICAO) on 21 December 2005, and, on the present Management Services Agreement (MSA), ICAO will provide the following services through its Technical Cooperation Programme:

1.1.1 Coordinator: The Secretary of LACAC, who has been selected and hired by the Executive Committee of LACAC in accordance with the resolutions of the LACAC Assembly and other modifications made to bylaws applicable to LACAC, shall act as the Coordinator of the Management Services Agreement signed with ICAO, in the framework of the Technical Cooperation Programme (TCB).

1.1.2 Hiring of the personnel of the Secretariat: According to the resolutions of the LACAC Assembly and modifications of the bylaws, among the duties of the Secretary of LACAC is to “hire and remove the technical and administrative staff members of the Secretariat, taking into account their suitability, competence and honesty”. Therefore the Secretary of LACAC will have the responsibility of providing the names and posts to ICAO in order to hire them. ICAO must include in the respective contracts the specific duties detailed further on, as well as the salaries and annual bonuses, which are shown in the table regarding the salaries approved by the Assembly of LACAC for the corresponding period that is part of this Annex.

1.1.3 Financial and accounting management: According to the Management Services Agreement between ICAO and LACAC, LACAC shall bear all of its costs through the Management Services Agreement in the framework of the ICAO Technical Cooperation Programme. In this sense, ICAO will make payments and receive funds on behalf on LACAC and will provide related accounting services based on the budget and the accounts plan approved by the Assembly of LACAC for the corresponding period. The budget for 2007-2008 is part of this Annex and, in subsequent periods, LACAC will appropriately notify ICAO about the budget approved by its Assembly. Likewise, LACAC will adopt the necessary measures so that the Member States deposit the funds in the account specified in Clause 2.3 of the present Agreement, according to the assessment of contributions and to the Backup funds to cover any contingencies in the payment of the contributions which are part of this Annex.

1.1.4 Imprest account: An account will be opened in a local bank for the financial transactions that the LACAC Secretariat will have to make in Pem, thus keeping track of receipt and management of payments previously transferred to ICAO.

1.1.5 Information interchange: According to the Working Arrangements signed between LACAC and ICAO, the officers designated by each Organization shall keep each other informed of the activities and plans that require mutual coordination. Therefore, it is applicable that the Secretariats of both Organizations should exchange the necessary information for the execution of this Management Services Agreement, which in this case is the ICAO Technical Co-operation Bureau of ICAO and the Secretariat of LACAC.

2. DUTIES OF THE PERSONNEL OF THE SECRETARIAT OF LACAC

2.1 Administrative Assistant

a) Prepare documentation regarding the tasks assigned by LACAC Work Programme.
b) Prepare draft Working Papers on assigned topics.

c) Coordinate payment to suppliers.

d) Prepare reports of income and expenses.

e) Prepare reports on the payment of contributions by the member States to the LACAC Budget.

f) Prepare draft of the meeting reports.

g) When the Secretary of LACAC is absent, supervise the work of staff.

h) Other activities assigned by the Secretary of LACAC.

2.2 Operations Assistant

a) Prepare documentation regarding the tasks assigned by LACAC Work Programme.

b) Coordinate the logistic activities of the office.

c) Coordinate the office maintenance.

d) Prepare draft Working Papers on assigned topics.

e) Control the statistics system.

f) Prepare the inventory and keep it up-to-date.

g) Coordinate printing of documents.

h) Other activities assigned by the Secretary of LACAC.

2.3 Secretary

a) Prepare documentation regarding the tasks assigned by LACAC Work Programme.

b) Record and distribute correspondence and documentation received.

c) Keep the LACAC Secretary’s agenda and visitors’ control.

d) Prepare and distribute of correspondence, working papers, reports, etc., issued by the Secretariat.

e) Translate documents and correspondence, according to the instructions of the Secretary of LACAC.

f) Keep the data base updated and report on this.

g) Prepare the draft of the meeting reports.

h) Other activities assigned by the Secretary of LACAC.
2.4 Computer Assistant

a) Prepare documentation regarding the task assigned by LACAC Work Programme.
b) Develop computer systems and programmes.
c) Develop methods and procedures for the systems application.
d) Keep Web Page updated.
e) Process working papers, reports, etc., and publish them in the Web Page.
f) Prepare and publish statistics.
g) Support the personnel in the programmes and systems application.
h) Other activities assigned by the Secretary of LACAC.

2.5 Janitor/Messenger

a) Distribute correspondence.
b) Carry out internal and external work.
c) Run errands and make minor purchases.
d) Office cleaning and maintenance.
e) Control basic services.
f) Other activities assigned by the Secretary of LACAC.

3. BUDGET

3.1 The budget for two years of activities is presented on the next page.
ANNEX

INTERNATIONAL CIVIL AVIATION ORGANIZATION

To the Management Services Agreement signed between the Latin American Civil Aviation Commission (LACAC) and the International Civil Aviation Organization (ICAO) for the provision of technical cooperation.

REVISION “D”

Number: RLA/06/801/D
Title: Technical Assistance for LACAC
Duration: Four years
Regional executing organization: Latin American Civil Aviation Commission (LACAC)
International executing organization: International Civil Aviation Organization (ICAO)
Estimated starting date: January 2007
Extension: From 1 January 2011 to 31 December 2014
Budget Revision “C”: US $1,240,415
Budget Revision “D”: US $1,240,408
Increase (Decrease): US $2,480,823

Justification: To extend the project duration from 1 January 2011 to 31 December 2014.

Brief description/objective: Technical assistance for the development of the activities and management of the LACAC Secretariat.

Approved on behalf of: Signature: Name/Title: Date:

LACAC

ICAO

Marco Ospina
Secretary

Iván Galán
Director
Technical Cooperation Bureau

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1.1.2 **Hiring of the personnel of the Secretariat:** According to the resolutions of the LACAC Assembly and modifications of the bylaws, among the duties of the Secretary of LACAC is to “hire and remove the technical and administrative staff members of the Secretariat, taking into account their suitability, competence and honesty”. Therefore the Secretary of LACAC will have the responsibility of providing the names and posts to ICAO in order to hire them. ICAO must include in the respective contracts the specific duties detailed further on, as well as the salaries and annual bonuses, which are shown in the table regarding the salaries approved by the Assembly of LACAC for the corresponding period that is part of this Annex.

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1.1.4 **Imprest account:** An account will be opened in a local bank for the financial transactions that the LACAC Secretariat will have to make in Peru, thus keeping track of reception and management of payments previously transferred to ICAO.

1.1.5 **Information interchange:** According to the working arrangements signed between LACAC and ICAO, the officers designated by each Organization shall keep each other informed of the activities and plans that require mutual coordination. Therefore, it is applicable that the Secretariats of both Organizations should exchange the necessary information for the execution of this Management Services Agreement, which in this case is the ICAO Technical Co-operation Bureau of ICAO and the Secretariat of LACAC.

1.1.6 **Purchasing of air tickets for LACAC personnel:** The CLAC will continue to send the Travel Authorization Forms to ICAO / TCB, indicating that the ticket will be purchased directly by the passenger and the cost of the air ticket, in order to ensure that this amount is less than the amount determined by the Travel Section of ICAO. ICAO / TCB will send the ASR authorizing payment of travel expenses to the Regional Office in Lima. In the case that the passenger buys the ticket himself, the passenger will have to submit a Travel Claim Form along with the original voucher, copy of “e-ticket”, receipt indicating the cost paid and boarding pass upon completing his mission (ICAO / TCB will only reimburse the cost of air travel against a “Travel Claim” and their respective vouchers).
2. DUTIES OF THE PERSONNEL OF THE SECRETARIAT OF LACAC

2.1 Administrative Assistant
   
a) Prepare documentation regarding the tasks assigned by LACAC Work Programme.
   
b) Prepare draft Working Papers on assigned topics.
   
c) Coordinate payment to suppliers.
   
d) Prepare reports of income and expenses.
   
e) Prepare reports on the payment of contributions by the member States to the LACAC Budget.
   
f) Prepare draft of the meeting reports.
   
g) Other activities assigned by the Secretary of LACAC.

2.2 Operations Assistant
   
a) Prepare documentation regarding the tasks assigned by LACAC Work Programme.
   
b) Coordinate the logistic activities of the office.
   
c) Coordinate the office maintenance.
   
d) Prepare draft Working Papers on assigned topics.
   
e) Control the statistics system.
   
f) Prepare the inventory and keep it up-to-date.
   
g) Coordinate printing of documents.
   
h) When the Secretary of LACAC is absent, supervise the work of staff.
   
i) Other activities assigned by the Secretary of LACAC.

2.3 Secretary / Traductor
   
a) Prepare documentation regarding the tasks assigned by LACAC Work Programme.
   
b) Record and distribute correspondence and documentation received.
   
c) Keep the LACAC Secretary’s agenda and visitors’ control.
   
d) Prepare and distribute of correspondence, working papers, reports, etc., issued by the Secretariat.
e) Translate documents and correspondence, according to the instructions of the Secretary of LACAC.

f) Keep the database updated and report on this.

g) Prepare the draft of the meeting reports.

h) Other activities assigned by the Secretary of LACAC.

2.4 **Computer Assistant**

a) Prepare documentation regarding the task assigned by LACAC Work Programme.

b) Develop computer systems and programmes.

c) Develop methods and procedures for the systems application.

d) Keep Web Page updated.

e) Process working papers, reports, etc., and publish them in the Web Page.

f) Prepare and publish statistics.

g) Support the personnel in the programmes and systems application.

h) Other activities assigned by the Secretary of LACAC.

2.5 **Janitor/Messenger**

a) Distribute correspondence.

b) Carry out internal and external work.

c) Run errands and make minor purchases.

d) Office cleaning and maintenance.

e) Control basic services.

f) Other activities assigned by the Secretary of LACAC.

3. **BUDGET**

3.1 The budget for four years of activities is presented on the next page.
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<th>COUNTRY:</th>
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<td>45.03 OPERACION Y MANTENIMIENTO DE EQUIPO</td>
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<td>49 TOTAL DEL COMPONENTE</td>
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<tr>
<td>50 VARIOS</td>
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<td>53.01 GASTOS VARIOS</td>
<td>10712</td>
<td>2515</td>
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<td>55.01 GASTOS ADMINISTRATIVOS</td>
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<td>59 TOTAL DEL COMPONENTE</td>
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<td>295335</td>
<td>215335</td>
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<td>324869</td>
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Notes: Rescheduling items authorized by XIX Ordinary Assembly of LACAC to balance income / expenses. Handling charge of 3.5% is applied to each budget line, for a period of four years.