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UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
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Loan and Grant Agreements

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PPC/CDIE/DI

18 - Sixth Avenue, Ramna 5,
Post Office Box 1028
Islamabad, Pakistan

September 27, 1990

Ms. Hina Jilani
AGHS Legal Aid Cell
131 E-1, Gulberg III
Lahore

Subject: Grant No.: 398-0280-G-00-1144-00

Dear Ms. Jilani:

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 AGHS Legal Aid Cell, Lahore (hereinafter referred to as the "AGHS" or "Grantee"), the sum of Rs. 1,584,160 (Rupees One Million Five Hundred and Eighty Four Thousand and One Hundred and Sixty only) to provide support in funding a "Half-Way Home" for destitute women, as more fully described in (1) the Grantee's Proposal dated February 14, 1990, and (2) Attachment II 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 through the estimated completion date of September 30, 1993. Funds disbursed by A.I.D. but uncommitted by the Grantee at the expiration of this period shall be refunded to A.I.D.

The total estimated amount of the program is Rs. 1,584,160, **NOT TO EXCEED US\$73,682 EQUIVALENT**, all of which is hereby obligated. A.I.D. shall not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

This grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment I, entitled the "Schedule", Attachment II, entitled "Program Description", Attachment III entitled "Standard Provisions for Non-U.S. Nongovernmental Grantees", and Attachment IV entitled "Standard Provisions for Non-U.S. Nongovernmental Grantees", which have been agreed to by your organization.

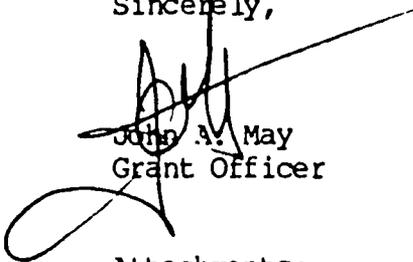
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GRANT AGREEMENT NO. 398-0280-G-00-1144-00

Please sign the original and four (4) copies of this letter to acknowledge your receipt of the grant. Retain one set for your files and return the remaining copies to this office.

By acknowledging this Grant the Grantee assures compliance with the laws and regulations governing nondiscrimination in federally assisted programs.

Sincerely,


John A. May
Grant Officer

Attachments:

- Attachment I - Schedule
- Attachment II - Program Description
- Attachment III - Standard Provisions for Non-U.S. Nongovernmental Grantees
- Attachment IV - Required as Applicable Standard Provisions for Non-U.S. Nongovernmental Grantees.

ACKNOWLEDGED:

BY:

Hina Jilani

NAME:

Hina Jilani

TITLE:

Director
AGHS

DATE:

FISCAL DATA

PIO/T No.:	398-0280-3-90152
Appropriation No.:	72-1101021
Budget Plan Code:	QDEA-90-27391-KG12 (045-60-391-00-69-01)
Total Estimated Amount:	Rs. 1,584,160
Total Obligation Amount:	Rs. 1,584,160
	NOT TO EXCEED THE EQUIVALENT OF US\$73,682
Technical Office:	Office of Program
Cognizant Project Manager:	Kaneez Fatima M. Kassim
Project Number:	398-0280

SCHEDULE

A. Purpose of Grant

The purpose of this Grant is to provide support for the AGHS Legal Aid Cell, Lahore, to fund a "Half-Way Home" for destitute women. The Grantee's program is more specifically described in Attachment II to this Grant entitled "Program Description", and the Grantee's Proposal dated February 14, 1990.

B. Period of Grant

The effective date of this Grant is September 27, 1990. The expiration date of this Grant is September 30, 1993.

C. Amount of Grant and Payment

1. A.I.D. hereby obligates the amount of \$73,682 for the purposes of this Grant. The conversion of this amount to a local currency equivalent is hereby authorized.
2. Payment shall be made to the Grantee in accordance with procedures set forth in the Standard Provision entitled "Payment-Periodic Advance (November 1985)".
3. The ceiling of this Grant is \$73,682. In no event, shall the Grantee exceed this amount unless authorized by the Grant Officer in writing.

D. Grant Budget

The following is the Budget for this Grant. Revisions to this Budget may be made only in accordance with the Standard Provision entitled "Revision of Grant Budget". Without the prior written approval of the Grant Officer, the Grantee may not exceed the estimated cost for any individual line item shown below by more than 15 percent of such line item. Any variation in excess of 15 percent among budget line items category requires written approval of the Grant Officer.

BUDGET (in Rupees)

Line Items	<u>Year I</u> 10/01/90 - 9/30/91	<u>Year II</u> 10/01/91 - 09/30/92	<u>Year III</u> 10/01/92 - 09/30/93	<u>Total</u>
Salaries	144,000	144,000	144,000	432,000
Rent	432,000	-	216,000	648,000
Furnishings & Eqpt.	120,000	-	-	120,000
Utilities	20,400	20,400	20,400	61,200
Food	60,000	60,000	60,000	180,000
Other Costs	47,640	47,660	47,660	142,960
TOTAL	Rs. <u>824,040</u>	Rs. <u>272,060</u>	Rs. <u>488,060</u>	Rs. <u>1,584,160</u>

EQUIVALENT IN DOLLARS: \$38,328 \$12,654 \$22,700 \$73,682

Rate of Exchange: \$1.00 = Rs. 21.50

The Grantee agrees to furnish data which the Grant Officer may request regarding funds expended or costs accrued under this Grant in support of the budget information provided herein.

E. Reporting

1. Financial Reporting

a. Financial reporting requirements shall be in accordance with the Standard Provision of Attachment IV, entitled "Payment - Periodic Advance".

b. The original and two copies of all financial reports required in paragraph (a) above shall be submitted to the Controller, Office of Financial Management (O/FM), USAID/Islamabad, 18, 6th Avenue, Ramna-5, Islamabad and two copies shall be submitted to the cognizant A.I.D. Technical Office, USAID/Islamabad.

c. Billings should be submitted on a monthly basis in the following format:

<u>Itemized</u> <u>Budget</u>	<u>Claimed</u> <u>Previously</u>	<u>Claimed</u> <u>This Period</u>	<u>Total</u> <u>Claimed</u>
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d. The Grantee shall submit requests for advances on forms which will be provided by the Controller, Office of Financial Management, USAID/Islamabad.

2. Program Performance Reporting

a. Progress Reports: Progress reports stating what has been accomplished to date are required every six months. These reports are due within thirty (30) days following the reporting period ending February 28 and August 31 for each year of the Grant. Three copies of the progress report should be submitted to the A.I.D. technical office, and two copies to the Agency for International Development, ANE/TR/HR, Room 4441, 2201 C. Street, N.W., Washington, DC 20523.

b. Periodic Reports: Events may occur that have significant impact upon the program. In such instances, the Grantee, in a written report, shall inform the cognizant A.I.D. technical office, as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives prevent the meeting of time schedules, goals and the timely submission of any reports. This report shall be accompanied by a statement of the action taken, or contemplated.

(2) Favorable developments or events that enable time schedules to be met sooner than anticipated.

(3) If the Grantee identifies the need for a change in the budget estimates in accordance with the criteria established, the Grantee shall submit a request for a budget revision for approval to the Grant Officer as well as the A.I.D. Technical Officer.

c. Final Report: The Grantee will submit two copies of the final report on activities funded under this Grant to the cognizant A.I.D. technical office and one to the Grant Officer, within 60 calendar days after the expiration date of this Grant. The grantee is encouraged to share a draft of the final report with the cognizant A.I.D. technical office for comments prior to the formal submission.

F. Special Provisions:

1. Technical Office: The cognizant A.I.D. technical office is the Office of Program (O/PRO), USAID/Islamabad.

2. Order of Precedence: Any inconsistencies in this Grant shall be resolved by giving precedence in the following order: (a) Grant Cover Letter, (b) Schedule, Attachment I, (c) Standard Provisions for Non-U.S. Nongovernmental Grantees, Attachment III, (d) Required as Applicable Standard Provisions for Non-US, Nongovernmental Grantees, Attachment IV (e) Program Description, Attachment II; and (f) the Grantee's Proposal, dated February 14, 1990, which is hereby included by reference.

G. Title to Property

Title to all property purchased under this Grant shall be vested in the Grantee in accordance with the Attachment IV Standard Provision entitled, "Title To and Use of Property (Grantee Title)".

H. Source of Origin of Goods and Services

The authorized geographic codes for procurement of goods and services under this Grant are 000 (U.S.) and Pakistan.

I. Close-out Procedures

This section prescribes uniform closeout procedures.

1. The following definitions shall apply for the purpose of this section.

a. Closeout: The closeout of a grant or agreement is the process by which AID determines that all applicable administrative actions and all required work of the grant or agreement have been completed by the recipient and AID.

b. Date of Completion: The date of completion is the date on which all work under grants and agreements is completed or the date on the award documents, or any supplement or amendment thereto, on which AID sponsorship ends.

c. Disallowed Costs: Disallowed costs are those charges to a grant or agreement that AID or its representative determines to be unallowable in accordance with the applicable Federal cost principles or other conditions contained in the grant or agreement.

2. AID closeout procedures include the following requirements:

a. Upon request, AID shall make prompt payments to a recipient for allowable reimbursable costs under the grant or agreement being closed out.

b. The recipient shall immediately refund any balance or unobligated (unencumbered) cash that AID has advanced or paid and that is not authorized to be retained by the recipient for use in other grants or agreements.

c. AID shall obtain from the recipient within 90 calendar days after the agreement all financial, performance, and other reports required as a condition of the grant or agreement. AID may grant extensions when requested by the recipient.

d. The recipient shall account for any property acquired with AID funds or received from the Government in accordance with Attachment N of OMB Circular A-110 entitled "Property Management Standards".

e. In the event a final audit has not been performed prior to the closeout of the grant or agreement, AID shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

J. Restrictions on Lobbying

(a) Definitions. As used in this clause,

"Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;

(2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;

(3) A special Government employee as defined in section 202, title 18, U.S. code; and

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code, appendix 2.

"Person" means an individual, cooperation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, U.S. code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(i) Discussing with an agency (including individual demonstrations) the the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees.

No reporting is requirements with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of by bid, proposal, or application for that covered Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that covered Federal action.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contracts allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officer or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a covered Federal action shall file with that agency a certification that to person has not made, and will not make, any payment prohibited by paragraph (b) of this provision.

(2) Each person who requests or receives from an agency a covered Federal action shall file with that agency a disclosure form, disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this provision if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(3) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability.

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would otherwise be unallowable or unreasonable in accordance with Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit organizations" or if the Grantee or Recipient is a university or other educational institution OMB Circular A-121 "Cost Principles for Educational Institutions." Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provision of the applicable OMB Circulars.

PROGRAM DESCRIPTION

Background:

AGHS Lahore, along with Lawyers for Human Rights and Legal Aid, Karachi, is one of the successful active human rights organization in Pakistan. AGHS operates a successful free legal aid center in Lahore which is serving as a model for other legal aid organizations in Pakistan.

It is becoming apparent that legal aid alone cannot solve the problems faced by many women. The social stigma attached to litigation or imprisonment, restrictions on a free choice of marriage and no legal protection or financial security for divorced women leaves a large number of women who are passing through these experiences shelterless and exposed to further exploitation and oppression. This is an aspect that no legal aid center is equipped to deal with. While some governmental social welfare departments and a few privately managed homes for destitute women do exist, most of these homes are badly managed and have no supervisory or regulatory control. In fact, studies have been conducted revealing that sometimes women are subjected to illegal confinement, trafficking and general maltreatment in the homes. Children born to women in these homes are also often kept under illegal confinement. Sometimes women have to be recovered and released from these homes through court intervention.

Scope of Work:

The Grantee shall support efforts of the Aid Cell to provide indigent and helpless women with shelter, assist them through psychiatric help to adjust to society, and teach them income-generating skills which will enable them to go out and earn a livelihood for themselves thereby retaining their dignity and self-respect.

Implementation:

AGHS will, during the period of this initial activity, establish an endowment fund through donations by private individuals and organizations to cover the running costs of the home after the grant period ends.

A network of AGHS volunteers already helping in the activities of the Cell will provide psychiatric help, medical care, adult education and training to facilitate rehabilitation and social integration. Voluntary organizations undertaking training and other programs for facilitating employment will also offer their cooperation.

AGHS