



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

PD-ABG-010
82649

~~CONFIDENTIAL~~

MAR 31 1992

Ms. Holly Stewart McMahon
Director, Restricted Contributions
The Fund for Justice and Education
American Bar Association
1800 M Street, NW
Suite 200 South
Washington, D.C. 20036

Subject: Grant No. EUR-0020-G-00-2050-00

Dear Ms. McMahon:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and the Federal Grant and Cooperative Agreement Act of 1977, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby grants to the Fund for justice and Education of the American Bar Association (hereinafter referred to as "ABA" or "Grantee") the sum of Two Hundred Seventy Seven Thousand Six Hundred Thirty Dollars (\$277,630) to provide support to the ABA's Central and Eastern European Law Initiative (CEELI) program as described in the Program Description of this Grant.

This Grant is effective March 1, 1992 and is fully funded. Obligation of Funds is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives from March 1, 1992 through February 28, 1994. Under no circumstances shall the Grantee expend funds over the amount obligated in this document. Funds disbursed by AID but uncommitted by the Grantee at the completion of this period shall be refunded to AID.

This Grant is made to ABA on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, "Schedule", Attachment 2, "Program Description", and Attachment 3, "Standard Provisions", all of which have been agreed to by your organization.

Please acknowledge receipt of this Grant by signing the original and all copies in the space provided below, retaining one copy for your files, and returning the original and remaining copies to the Office of Procurement.

Sincerely,



Stephen A. Dean
Grant Officer
Chief, Division A
Office of Procurement

ACKNOWLEDGED

BY: AMERICAN BAR ASSOCIATION/ THE FUND FOR JUSTICE AND EDUCATION

NAME: Holly Stewart McMahon *Holly Stewart McMahon*

TITLE: Director, Restricted Contributions, DC

DATE: April 7, 1992

FISCAL DATA

SOURCE OF FUNDS:	EUR/DR
PROJECT NO.:	180-0020
PIO/T NO.:	180-0020-3-262-2200
APPROPRIATION SYMBOL:	72-11X1010
BUDGET PLAN CODE:	QAIX-92-32180-KG12
ALLOTMENT NO.:	184-62-180-00-69-21
AMOUNT:	\$ 277,630

DUNS NO.:	07-779-5060
TIN:	36-6110299

ATTACHMENT 1 - SCHEDULE

A. Purpose

The purpose of this Grant is to support the American Bar Association's Fund for Justice and Education program entitled "Central and Eastern European Law Initiative" as described in the Program Description of this Grant.

B. Period of Grant

1. This Grant is effective as of March 1, 1992 and shall apply to commitments made by the Grantee in furtherance of program objectives from the effective date through the estimated completion date February 28, 1994.

2. Funds obligated hereunder are available for program expenditures for the period March 1, 1992 through February 28, 1994.

C. Amount of Grant and Payment

1. The total estimated amount of this Grant for the period shown in Section B.1 above is \$277,630.

2. AID hereby obligates the amount of \$277,630 for program expenditures during the period set forth in Section B.2 above.

3. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3 - Additional Standard Provision 3, entitled "Payment - Cost Reimbursement."

4. Original copies of requests for payment should be sent to:

Agency for International Development
Office of Financial Management
Cash Management & Payment Division
FM/CMP, Room 700, SA-2
Washington, D.C. 20523-0209

D. Budget

The following reflects the budget for this Grant. The Grantee may not exceed the total estimated amount or the obligated amount, whichever is less.

ESTIMATED BUDGET

COST ELEMENT	TOTAL
Personnel (Partial Admin Support)	\$ 75,000
Technical Legal Assistance Workshops	62,493
Emergency Response Assistance	10,000
Legal Resource Liaison & Advisors	67,293
Judicial/Faculty Training	25,347
Other Direct Costs	9,500
Indirect Costs	27,977
TOTAL	\$ 277,630

E. Program Reports

The Grantee will submit reports as described in the program Description of this Grant.

F. Financial Reporting

Financial reporting requirements will be in accordance with the Additional Standard Provision of this Grant entitled "Payment - Cost Reimbursement" and the Program Description of this Grant.

G. Indirect Cost Rates

Pursuant to the Standard Provisions of this Grant entitled "Negotiated Indirect Cost Rates - Predetermined" and "Negotiated Indirect Cost Rates - Provisional," a predetermined indirect cost rate or rates shall be established for each of the Grantee's accounting periods which apply to this Grant. Payments on account of allowable indirect costs shall be made on the basis of such predetermined rates. The rate(s) for the initial period and the base(s) to which it is (they are) applied is (are) as follows:

Type	Rate	Base
Overhead	22.00%	1/
Fringe Benefits	15.00%	2/

- 1/ Base of Application: Total Direct Costs excluding Capital Costs and Subawards
2/ Salaries and Wages

Rates for subsequent periods shall be established in accordance with the Standard Provision of this Grant entitled "Negotiated Indirect Cost Rates - Predetermined."

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H. APPROVALS

Inclusion of costs in the budget of this Grant for the purchase of nonexpendable equipment obviates neither the requirement of Section J.13. of OMB Circular A-21 (for educational institutions) or Section 13 of Attachment B of OMB Circular A-122 (for nonprofit organizations other than educational institutions) for prior approval of such purchases by the Grant Officer, nor any other terms and conditions of this Grant, unless specifically stated herein

I. ADDITIONAL STANDARD PROVISIONS

The following Additional Standard Provisions, marked with an (X), shall be applicable to this Grant:

Additional Standard Provisions For U.S., Nongovernmental Grantees

- () Payment - Letter of Credit (November 1985)
- () Payment - Periodic Advance (January 1988)
- (X) Payment - Cost Reimbursement (November 1985)
- (X) Air Travel and Transportation (November 1985)
- (X) Ocean Shipment of Goods (May 1986)
- (X) Procurement of Goods and Services (November 1985)
- (X) AID Eligibility Rules for Goods and Services (November 1985)
- (X) Subagreements (November 1985)
- (X) Local Cost Financing (November 1988)
- () Patent Rights (November 1985)
- (X) Publications (November 1985)
- (X) Negotiated Indirect Cost Rates - Predetermined (May 1986)
- () Negotiated Indirect Cost Rates - Provisional (May 1986)
- (X) Regulations Governing Employees (November 1985)
- (X) Participant Training (May 1986)
- () Voluntary Population Planning (August 1986)
- () Protection of the Individual as a Research Subject (November 1985)
- () Care of Laboratory Animals (November 1985)
- () Government Furnished Excess Personal Property (November 1985)
- (X) Title To and Use of Property (Grantee Title) (November 1985)
- () Title To and Care of Property (U.S. Government Title) (November 1985)
- () Title To and Care of Property (Cooperating Country Title) (November 1985)
- () Cost Sharing (Matching) (November 1985)
- (X) Use of Pouch Facilities (November 1985)
- (X) Conversion of United States Dollars to Local Currency (November 1985)

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ATTACHMENT 2
PROGRAM DESCRIPTION

I. PURPOSE

This grant will provide support for the development and strengthening of laws, regulations, procedures, legal practices, policies, and legal institutions (particularly an independent judiciary) to further the establishment and enforcement of civil, and political rights and freedoms in Central and Eastern Europe.

II. PROGRAM DESCRIPTION

Under this grant, the Central and East European Law Initiative (CEELI) of the American Bar Association (ABA) will continue to provide U.S. legal expertise both to the governmental and the non-governmental sectors in Central and Eastern Europe that are in the process of modifying or restructuring their laws or legal systems relating to constitutional, criminal, and civil laws protecting civil and political human rights and freedoms.

The activities under this grant will be provided through several program components including:

(a) Technical Legal Assistance Workshops

The Grantee will design and implement several Technical Assistance Legal Workshops. Workshops will be targeted to the following substantive legal areas:

- constitutional reform;
- judicial organization, restructuring and independence;
- criminal law reform;
- administrative law reform with particular emphasis on developing administrative law systems and on regulations needed to implement new laws in these areas; and state and local government restructuring.

Additional substantive legal areas may be added if mutually agreed to by the Grantee and the A.I.D. Project Officer. The technical assistance and training will be aimed at (1) specific issues which are arising as these countries attempt to implement their new laws and regulations, and (2) issues and concepts that need to be addressed as these countries draft laws and regulations. The workshop formats will include: exploration of substantive or structural topics, presentations of case studies of legal experience in other countries, assistance in the drafting or implementation of general statutes and the problems in their administration. Participants will be selected on a non-partisan basis.

In assisting the countries that are in the early stages of the democratic transformation process, to the extent possible, the Grantee will incorporate the lessons learned and the legislative models used in other Central and East European countries that began the transformation process earlier.

(b) Emergency Response Legal Assistance

The Grantee will provide a quick response capability to provide immediate assistance to both governmental and non-governmental bodies in participating countries requesting such assistance relating to drafting legislation, assessing draft legislation and implementing new legislation and regulations relating to the protection of civil and political rights and freedoms. Emphasis will be placed on drafting and analysis of legislation in those countries that are in the early stages of the democratic transformation process and on implementation of new laws and regulations in those countries that are farther along in the transformation process.

(c) Long-Term Consultations

The Grantee will provide a resident, long-term legal resource liaison to each of the countries to which long-term technical assistance is to be provided. The in-country liaison will (1) receive and analyze requests for technical legal assistance, (2) coordinate the long-term technical assistance provided; (3) provide substantive advice in areas of his or her personal expertise; and (4) assist in enhancing the capacity of private, indigenous, legal institutions to provide substantive input and feedback to the government concerning the drafting and implementation of new laws and regulations concerning civic education efforts relating to the new laws and regulations. The long-term technical assistance will be expected to be provided to a country from 1 month to 1 year (or longer), depending on country conditions.

To facilitate the process of institutional and staff development of private, legal organizations in these countries, the Grantee will make every effort to place the resident, long-term legal resource liaison within one of these types of organizations, including for example, bar associations, legal policy research and analysis organizations, or legal education organizations.

(d) Long-Term Training

The Grantee will provide for long-term training for judges, lawyers, and law school faculty based on the underlying principles of a new system premised on the rule of law. The objective of the training will be to assist in the development and understanding of a legal infrastructure to complement and support justice system reform efforts enacted by or under

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consideration by the respective parliaments. These training programs may also be made available to representatives from private legal organizations in these countries.

IV. REPORTS

1. Financial Reports

(a) Unless otherwise notified in writing, the Grantee shall submit all financial reports to each of the following:

A.I.D.
Office of Financial Management
FA/FM/CMP/LC
Room 700 SA-2
Washington, D.C. 20523-0209

and

Deputy Assistant Secretary for Policy and Program
Bureau of Human Rights and Humanitarian Affairs
U.S. Department of State
Room 7802
Washington, D.C. 20520-7812.

In addition, one (1) copy of all financial reports shall be submitted to:

A.I.D. Project Officer
AID/EUR/DR/DPI
Room 4440 NS
Department of State
Washington, D.C. 20523-0053.

(b) The Grantee's financial reports shall include expenditures of A.I.D. Grant funds provided hereunder and, under separate heading, non-federal matching funds expended during the reporting period. In addition, data submitted in the financial report shall be reported by country or as regional expenditures where appropriate.

2. Program Reports

(a) Quarterly Progress Reports: No later than ten (10) days after each consecutive three-month reporting period ending September 30, December 31, March 31, and June 30 the Grantee shall submit a quarterly progress report to the following offices: three (3) copies to the A.I.D. Project Officer at the address noted above; and one (1) copy to the A.I.D. representative in each cooperating country(its) in which activity under the grant took place.

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The Project Officer shall supply the names and addresses of the A.I.D. representatives to whom reports shall be submitted.

The quarterly progress reports shall include quantitative and qualitative measures of performance and shall provide the following information by country (or by region where appropriate):

--Summary descriptions of project activities for the quarter.

--Implementation status including a comparison of actual accomplishments with the established evaluation benchmarks for the reporting period (see Evaluation Criteria and Benchmarks). If the output of programs can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

--A plan of activities for the following quarter including any proposed changes to the evaluation benchmarks (see Evaluation Criteria and Benchmarks) and schedule for delivery of technical assistance.

--Reasons why established goals were not met, if applicable, including any problems or difficulties requiring the attention of the U.S. Government, host country, or implementing organization.

--Accrued expenditures by country for (1) the quarter and (2) for the entire grant through the report date, including A.I.D. grant funds and, separately, non-Federal cost sharing funds.

--Total anticipated expenditures for the following reporting period.

-- Expected international travel requirements of any person traveling under the grant for the following quarter.

--Other pertinent information including analysis and explanation of any cost overruns or high unit costs.

(b) Final Report: No later than sixty (60) days after the completion date of the grant, the Grantee shall submit a final report to the following offices: three (3) copies of a final report to the A.I.D. Project Officer; one (1) copy to A.I.D., CDIE/DI, Washington, DC 20523-1802; and one (1) copy to the A.I.D. Representative in each cooperating country in which grant activity took place.

The final report should be sufficiently detailed to substantiate the results as described in the program description and as stated in the evaluation criteria and benchmarks agreed to by the Grantee and the Project Officer [see Section E.3., below]. If applicable, overseas collaborators shall be given fair credit for their participation in the project and an opportunity to review and/or comment on the final report before it is submitted.

The Grantee shall share a draft of the final report with the A.I.D. Project Officer for comment no later than thirty (30) days prior to its formal submission. Publication of activities and results in journals is encouraged, and A.I.D. shall be given credit for funding.

(c) Special Reports

Between the required program performance reporting dates, events may occur that have significant impact upon the program. In such instances, the Grantee shall inform the A.I.D. Project Officer as soon as possible. Examples of such events are:

(1) Problems, delays, or adverse conditions that will materially affect the ability of the Grantee to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of work proposed under the grant. This disclosure shall be accompanied by a statement of the action taken or contemplated by the Grantee to solve any such problem and any assistance by the U.S. Government or the host country needed to resolve the situation.

(2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work to be produced than originally projected.

(3) If any performance review conducted by the Grantee discloses the need for change in the budget estimates in accordance with the criteria established in the Standard

Provision of this Grant entitled "Revision of Grant Budget," the Grantee shall submit a request for budget revision to the A.I.D. Grant Officer and the A.I.D. Project Officer.

V. EVALUATION CRITERIA AND BENCHMARKS

Within fifteen (15) days from the Grant's effective date, the Grantee shall submit, in writing, to the A.I.D. Project Officer specific evaluation criteria and benchmarks against which each activity under the grant will be evaluated upon its completion, and to obtain the A.I.D. Project Officer's acceptance of the benchmarks and evaluation criteria proposed.

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VI. TRAVEL

At least two weeks prior to any travel under the grant, the Grantee shall have received the written consent of the A.I.D. Project Officer and notified the A.I.D. Representative in each country.

VII. PUBLICATIONS

Participants under this grant are encouraged to publish articles and/or books regarding the results of their activities under this grant. The Grantee shall take reasonable measures to ensure that any such publications include notice that A.I.D. funds were used to support these activities.

VIII. POLICY OVERSIGHT

Policy oversight of the activities detailed in this Program Description will be provided by the Department of State, Bureau for Human Rights and Humanitarian Affairs (STATE/HA). The Grantee and STATE/HA have reached an agreement which defines their relationship for activities under this Grant.
