

PD-ABG-938
121 7-706

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
U.S.A.I.D. MISSION TO KENYA
OFFICE OF THE DIRECTOR



USAID/
UNIT 64102
APO AE 09831-4102

POST OFFICE BOX 30261
NAIROBI, KENYA

31 AUG 1993

Mr. Maina Kiai
Kenya Human Rights Commission
P. O. Box 55235
Nairobi

Subject: Grant No. 698-0541.15-G-00-3063

Dear Mr. Kiai:

Pursuant to the Foreign Assistance Act of 1961, as amended, and in accordance with the standard provisions attached to this agreement, the Government of the United States, acting through the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") agrees to grant the Kenya Human Rights Commission (hereinafter referred to as "KHRC" or "Grantee") under the terms of this agreement an amount not to exceed Twenty Five Thousand United States Dollars (US\$25,000) to meet the costs of producing two Human Rights reports as described in Attachment 2, entitled "Project Description."

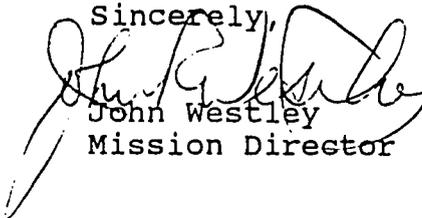
Grant Completion Date is August 31, 1994.

This Grant Agreement consists of this title page and Attachment 1, Terms and Conditions, Attachment 2, Project Description, Attachment 3, Standard Provisions for Special Assistance (Section 116(e) Grant) and Attachment 4, Cash Advance Guidance.

11

Please sign the original and four (4) copies of this letter to acknowledge your receipt of the grant, and return the original and all but one copy to USAID/Kenya, Office of Projects, P.O. 30261, Nairobi, Kenya.

Sincerely,



John Westley
Mission Director

Attachments:

1. Schedule
2. Project Description
- ~~3. Standard Provisions~~
4. Cash Advance Guidance
5. List of A.I.D. Geographic Codes

Acknowledged:

KHRC

By: MANNA KIAT *Mansukey*

Title: EXECUTIVE DIRECTOR

Date: SEPT 1, 1993

TERMS AND CONDITIONSI. Purpose of the Grant

The purpose of this Grant to the Kenya Human Rights Commission is to provide support to produce two book-length reports on: i) the State of Human Rights in Kenya for 1992 and; ii) Human Rights Violations Against the Ethnic Somali Group of north-eastern Kenya, as more specifically described in Attachment II to this Agreement entitled "Program Description."

II. Period of Grant

The effective date of this Grant is the date of signature and will cover expenditure for approximately twelve months. The estimated completion date of this Grant is August 31, 1994.

III. Amount of the Grant and Payment

- 1) A.I.D. hereby obligates the amount of US\$ 25,000 for purposes of this Grant.
- 2) Payment shall be made to the Grantee in accordance with procedures set forth in Attachment IV, entitled "Cash Advance Guidance."

IV. Financial Plan

The Grant Budget is set forth below. Revisions to this budget shall be made in accordance with the Standard Provisions of this Grant entitled "Revision of Grant Budget."

BUDGETEstimated Grant Budget

From September 1, 1993 to August 31, 1994

<u>Cost Element</u>	<u>Grantee Contribution</u>	<u>USAID Contribution</u>	<u>Total</u>
Production and distribution		7,500	7,500
Professional Services	5,250	8,000	13,250
Travelling and Accommodation		4,500	4,500
Administrative Support and Equipments	<u>3,000</u>	<u>5,000</u>	<u>8,000</u>
TOTAL	8,250	25,000	33,250

Assume an exchange rate of KShs. 60 = \$1.00

Note: (1) KHRC contribution will be "in kind". 2) No payment shall be made to the Grantee before a Management Assessment is carried out by USAID/Kenya.

V. Reporting and Evaluation:

1) Within 60 days after the signature of this Grant, the Grantee shall submit a summary report that highlights the progress being made on the design and development of two studies.

2) Within 30 days after the completion of each study, a final study report shall be sent to USAID/Kenya.

VI. Financial Reporting:

Financial reporting by the Grantee will be in accordance with the procedures set forth in Attachment IV, entitled "Cash Advance Guidance." All financial reports shall be submitted to the Office of the Controller, USAID/Kenya, P. O. Box 30261, Nairobi, Kenya.

The Grantee agrees to consult with the USAID/Kenya Controller concerning further details for submitting all financial reports and estimates.

VII. Title to Property:

Title to all property purchased with grant funds shall rest with the Grantee.

VIII. Special Provisions:

The Grantee acknowledges and agrees that no indirect costs associated with this project will be funded by any other USAID assistance.

IX. Authorized Geographic Code:

The authorized geographic code for procurement of goods and services under this Grant is A.I.D. Geographic Code 941 (Selected Free World) (see attachment) and Kenya.

11

PROJECT DESCRIPTION

Introduction

The Kenya Human Rights Commission (KHRC) is a private, non-profit and non-political organization incorporated in April 1992 in the United States of America. It began operations in Kenya in September 1992, and it is in the process of being registered as a Kenyan NGO under the NGOs Act of Kenyan Laws.

The objective of the Commission is to promote, protect and monitor the freedom to practice internationally recognized Human Rights in Kenya. The Commission focuses on the entire range of human rights activities such as political, economic, social and cultural rights as defined in International Human Rights Instruments. The KHRC submitted an unsolicited proposal seeking support for one year to produce two book-length reports as part of its human rights monitoring effort.

Project Purpose

The purpose of this Project is to produce two book-length reports on (a) the state of Human Rights in Kenya for 1992 and (b) Human Rights violation against the ethnic Somali groups of north-eastern Kenya. To achieve this purpose, the Project will support: i) an in-depth survey of all the areas of Human Rights covered under the International Instruments that Kenya has ratified; and ii) an intensive research that will outline the history of the prior relations between Kenyan Somalis and the Government of Kenya with the aim of making proposals that could be implemented to fully integrate the Somalis into the mainstream of Kenyan affairs.

1. Human Rights Report on Kenya for 1992

This report will specifically cover:

(i) achievements in both political and economic arenas and a general survey of the status of human rights in previous years;

(ii) status of individual rights to life and liberty, freedom from torture, arrest, exile, and degrading punishment, conditions of prison, right to fair public trial, right to privacy, and others;

(iii) status of civil liberty - right of individual expression, freedom of press, religion, etc.;

(iv) status of citizens' involvement in public affairs and development of civil society;

(v) discrimination on the basis of sex, race, religion, ethnic origins, etc.;

(vi) workers rights - trade unions, forced labor, child labor, etc.;

(vii) social rights - provision of access to education, medical and social services, repressive laws and practices, media coverage of human rights issues, etc.; and

(viii) economic rights, i.e., unemployment, availability of food, clothing, shelter, street children, etc.

The state of human rights is vital to the country's political and economic development. The 1992 Human Rights Report will comprehensively scrutinize areas that need improvement, and should be a clear and useful guide to human rights in Kenya. The report will also make comparisons with previous years possible, thus enabling Kenyans and other interested communities to identify priority areas in the country's development. The report is expected to cover both political and economic rights.

2. Report on Kenyan Somalis

The report will:

(i) review the colonial treatment of the Somalis (politically and economically), the independence crisis, and the war of secession until 1968;

(ii) review political and economic relations with the Government from 1968-1978;

(iii) analyze the massacres and consequences, economic and social rights, the rise of poachers and bandits from 1979-1984;

(iv) examine the "pink card" registration controversy and "banditry" question from 1984-1990;

(v) describe the multiparty campaigns, the elections and the recent repression 1990 to the present; and

(vi) provide recommendations for resolution of conflicts and identify possible means for better integrating Somalis into the mainstream of Kenyan affairs.

For both reports, the KHRC will rely on its staff and consultants to provide assistance and guidance through the report writing.

Funding

The Grant will be for a period of one year. A.I.D. contribution is estimated at US\$ 25,000 which will fund local costs including professional services, report production and distribution expenses and administrative costs.

All the Grant funds are expected to be expended during the life of the project.

Note: A more complete project description is contained in the project proposal submitted by KHRC available in the Office of Projects, USAID/Kenya. However, if provisions of the Grant document conflict with those in the proposal (with revisions, if any), the provisions of this Grant shall govern.