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STANDARD FORM (SECTION 632 (b) OF THE FAA)  
INTER-AGENCY AGREEMENT BETWEEN  
THE AGENCY FOR INTERNATIONAL DEVELOPMENT  
AND  
THE UNITED STATES INFORMATION AGENCY

SUBJECT: Reimbursement to the United States Information Agency (hereinafter referred to as the "Recipient Agency") for the implementation in Tunisia of the Near East Human Rights Project (hereinafter referred to as the "Project") as designated by the U.S. Agency for International Development (A.I.D.) in writing (hereinafter referred to as the "Cooperating Parties").

Project Title: Near East Human Rights Project

Project Number: 298-0379

I. PURPOSE

The purpose of this Inter-Agency Agreement (IAA) between the Recipient Agency and A.I.D. is to define the procedures under which A.I.D. shall reimburse funds to the Recipient Agency pursuant to this Agreement for the purpose of implementing the Project between the Cooperating Parties.

II. AUTHORITY AND USES OF FUNDS

Pursuant to the Near East Human Rights Project authorization, A.I.D. shall reimburse \$275,000 to the Recipient Agency for implementing this Project. It is understood that these funds will be used in a manner consistent with the purposes of the Near East Human Rights Project and in accordance with the laws and regulations governing the Project. An illustrative list of activities is included in Annex A. Recipient Agency activities will be undertaken in concert with the U.S. Embassy.

### III. TERMS AND CONDITIONS

This agreement is made under the following terms and conditions:

#### FISCAL TERMS:

1. Execution of this Agreement will constitute an obligation by A.I.D. of FY 1992 funding for this project.

2. Annex A hereto provides an illustrative budget for the implementation of the Project described in this IAA. The Recipient Agency may adjust line items of the budget, provided that the Recipient Agency formally notifies A.I.D. in writing that such adjustments have been made. Adjustments to the budget that exceed 15% of any one line item shall require formal, written, prior approval of A.I.D.

3. (a) The Recipient Agency will bill A.I.D. through OPAC procedures or by submitting a Standard Form 1081 (SF-1081) to: Agency for International Development, FM/CARD, Inter-Agency Billing Unit, AS-2, Room 603, Washington D.C. 20523-0208.

(b) The amount billed will be determined by the Recipient Agency, and will be treated as an advance by A.I.D. This advance will be expended based on the quarterly reports, described below, detailing the implementation of the Project.

4. (a) The Recipient Agency shall provide a quarterly financial report showing the amount of the original advance as well as current quarter and cumulative expenditures as follows:

<u>Cumulative Commitment</u>	<u>Current Qtr Expenditure</u>	<u>Cumulative Expenditure</u>
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(Categories of expenditures to be reported by the Recipient Agency shall follow those provided in Annex A, attached hereto.)

(b) The report will be used to liquidate the advance authorized hereby. An original and three (3) copies of the report shall be submitted to Agency for International Development, FM/CARD, Inter-Agency Billing Unit, SA-2, Room 603, Washington, D.C. 20523-0208. The report must be signed in the original by an authorized official of the Recipient Agency's billing office.

(c) The quarterly report shall also include a narrative description of the process of Program activities including separate sections that describe specific activities, as appropriate. An additional copy of the quarterly report shall be submitted to the Office of Development Resources, Near East Bureau, U.S. Agency for International Development, Washington D.C. 20523-0223.

5. Funds not disbursed by USIA upon completion of the Program shall be promptly refunded to USAID. Should both USIA and USAID agree that funds were disbursed by USIA for purposes or activities not authorized, USIA will reimburse USAID subject to the availability of appropriated funds.

6. It is understood that the completion date for this Program shall be two and a half years from the date of this agreement, unless the Program is completed at an earlier date. "Completion date" for this purpose refers to the last day for performance of services, and the last day for the delivery of commodities, in the Cooperating Country. If the completion date for any activities under this Program shall be exceeded, the Recipient Agency shall obtain prior, written concurrence from A.I.D. before an agreement for any such activity is entered into.

7. The Recipient Agency shall ensure that all statutory or other restrictions on expenditures of the funds transferred hereby are fully complied with.

8. Pursuant to Section 632 (b) of the FAA, as amended, the Recipient Agency may use the funds reimbursed hereby for obligations and expenditures to implement the Program in accordance with the authorities conferred by the FAA subject to the same terms, conditions, and limitations as would be applicable to A.I.D.

#### PROCUREMENT:

9. (a) The Recipient Agency agrees to use the funds transferred hereby to cover the administration and related costs of the Project, and the award of grants and contracts. The funds will be administered by the Recipient Agency including procurement actions, monitoring, and follow-up in accordance with the Recipient Agency's procedures, unless otherwise agreed to by A.I.D.

(b) Further, the Recipient Agency shall procure or obtain goods of U.S. source and origin and, in the case of services, of U.S. nationality. The Recipient Agency may procure goods and services from non-U.S. sources upon consultation with and approval by A.I.D.

#### RECORDS AND REPORTS

10. The Recipient Agency shall keep full and complete records and accounts with respect to the funds transferred hereby in accordance with generally accepted U.S. Government accounting principles. Further, the Recipient Agency shall require that all contractors or grantees financed with funds provided hereunder maintain books and records related to this Program in accordance with generally accepted accounting principles as formally

prescribed by the United States or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants). Further, the Recipient Agency shall ensure that all such books and records of all contractors and grantees financed with funds allocated hereby may be audited by the Recipient Agency, A.I.D., or other authorized U.S. Government official for a period of three (3) years from the expiration of the contract or grant.

11. The Recipient Agency hereby agrees to provide A.I.D. with copies of all evaluation or other reports generated by federal or outside sources, and such other information as A.I.D. may, from time to time, request concerning the progress, impact or success of the Project.

#### AUDIT AND INSPECTION RIGHTS

12. Audit and inspection requirements as set forth in the Inspector General Act of 1978, as amended, (the "Act") shall apply with respect to the funds transferred hereby, and to the books and records of any contractor or grantee financed with such funds. The Office of the Inspector General for A.I.D. shall ensure full compliance with all applicable provisions of the Act in coordination with the Office of the Inspector General for the Recipient Agency, or other appropriate office, which shall provide all appropriate assistance or other support.

13. (a) The Recipient Agency shall ensure that grants with non-U.S., non-governmental organizations include an audit clause which requires that if a grantee receives \$25,000 per year or more under this grant, the grantee agrees that it shall have an independent financial audit made of the funds provided under this grant. The financial audit of the funds disbursed to the grantee shall determine whether the receipt and expenditure of the funds provided under the grant are in accordance with generally accepted accounting principles and whether the grantee has complied with the terms of the agreement. An audit shall be conducted for each fiscal year of the grants. The audits shall usually be performed annually but not less frequently than every two years. The audits shall be performed in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States.

(b) The Recipient Agency shall ensure that contracts with foreign contractors include the appropriate audit and examination of records clauses as specified in the Federal Acquisition Regulations.

(c) The Recipient Agency shall ensure, by appropriate written arrangement(s) with aid recipients, that such A.I.D.-financed assistance shall be subject to audit and inspection by authorized USG officials.

OTHER AGREEMENTS

14. The Recipient Agency, with the assistance of the United States Embassy in Tunis, shall seek to obtain for its personnel, contractors, and grantees as well as for any commodities financed hereunder, exemptions from taxes, duties and fees which may be imposed by the Government of Tunisia with respect to the assistance program financed by this IAA.

15. The Recipient Agency shall ensure, with the assistance of the U.S. Embassy in Tunis, in written arrangements which the Recipient Agency and/or grantees or contractors financed by the funds allocated hereby shall enter into with recipients of A.I.D.-financed assistance that: (1) such assistance shall only be used for the purpose stated therein and, (2) that if such assistance is no longer needed for such purposes, that such assistance may be used for other purposes as may be mutually agreed upon by the Recipient Agency in consultation with A.I.D.

AUTHORIZED REPRESENTATIVES:

16. Authorized representatives for this IAA are the signatories to this agreement, or the person acting in or holding their position, and others, whom each of them may designate and notify to the other party in writing. Representatives other than the person acting in or holding the position of the original signatory may execute all actions with respect to this agreement, except for formal amendments hereto.

AMENDMENTS AND MODIFICATIONS

17. Implementation Letters may be used to record mutually agreed upon adjustments to the Project Description and Annex A including the Illustrative Budget without formal amendment to this IAA. Similarly, A.I.D. may provide guidance and interpretation of this IAA or its attachments through Implementation Letters. Implementation Letters shall not be used, however, to modify the text of this IAA, which shall only be done through formal amendment hereto.

18. This IAA may be amended, modified or cancelled upon the mutual, written consent of both parties.

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## ANNEX A

DESCRIPTION OF THE PROGRAM  
TO PROMOTE HUMAN RIGHTS IN TUNISIA

The U.S. Agency for International Development (A.I.D.) and the United States Information Agency (USIA) agree to cooperate in undertaking a two and a half year program aimed at reducing human rights abuses in Tunisia. The objectives of this program are:

- to demonstrate USG responsiveness to Tunisian requests for assistance in the human rights area; and
- to provide technical assistance and training to strengthen mechanisms of legal redress (in particular, ombudsman functions) in Tunisia.

An illustrative list of program activities in support of this project and an administrative budget are described below. Funds provided hereunder shall be available to support these program activities. The total cost of this program is \$275,000.

PROGRAM OUTLINEElement One: Strengthening the Driss Committee

Established in early 1991, the Tunisian Higher Committee on Human Rights and Basic Freedoms (the Driss Committee) as currently constituted, remains essentially an advisory body to President Ben Ali for monitoring the human rights situation in Tunisia. It has the potential to become a genuine human rights ombudsman agency within the Government of Tunisia, able to provide assistance to citizens with human rights grievances.

To strengthen the technical expertise of the Driss Committee and those serving as human rights monitors within various ministries (such as the Ministry of Justice, Ministry of Interior, Ministry of Social Affairs, etc)., USIS Tunis plans to use FY93 USIA monies to send a group of these individuals to the United States for just such an orientation prior to the end of FY93. An important follow-up to this activity, for which USIA does not have funds available, will be to expand on the experience gained by these individuals by organizing workshops for these individuals and others in Tunisia in FY94 and FY95.

The proposed workshops using A.I.D. funds would be managed by a U.S.-based NGO with a field staff already resident in Tunisia.

European NGOs and other organizations active in promoting human rights in Tunisia would also be invited to contribute expertise

and funding to the workshops. Funding of participants will conform to standard USIA policy and practice.

Element Two: Outreach Training

USIA will seek to assist the Government of Tunisia to organize one or more public awareness training teams, made up of Tunisians, who would be scheduled over the next two years to travel to Tunisia's major cities, as well as each of its twenty-three governorates, with presentations able to reach even the illiterate or semi-literate--often the most susceptible to human rights abuse. As envisioned, a team of trained Tunisians would present a series of scenes in Tunisian dialect before invited citizen's groups, school groups, etc. showing human rights abuse problems. These presentations would then be followed up by discussions of what courses of action (e.g. particularly an ombudsman) that are open to the victim to address the abuse portrayed. Ideally, a member of the Driss Committee, coordinating with a contract program monitor, would be on hand for the sessions.

The primary expense of this program under A.I.D. funding, probably via a U.S.-based NGO with field staff (preferably one based in Tunisia) would be for the initial team training and monitoring. The Government of Tunisia, probably through the Driss Committee, would be responsible for team salaries and expenses.

Element Three: Information, Education, and Communications Material

Despite past program efforts by U.S. Governmental organizations and others in Tunisia, there is a chronic shortage of information materials on human rights topics in Arabic and French. Some investment in such materials is recommended, both to support the outreach training described in Element Two and as part of a general public awareness campaign.

USIA will seek to produce an Arabic-language television production locally, using Tunisian talent, to define the concept of human rights in general and to inform Tunisian citizens about available avenues for redressing human rights abuse. This will directly support Element One above, Strengthening the Driss Committee, and the Outreach Activities planned in Element Two, and should lead to greater public demand for institutional protection of human rights. USIA envisions working with the Driss Committee both on the video's content and to guarantee its placement on Tunisian television.

In addition, the A.I.D. funds will be used for the preparation of materials (graphics, charts, hand-outs, etc.) to support the outreach activities described above. A side benefit of such an approach would be our ability to share such materials economically with our colleagues at neighboring posts.

Element Four: Due Process of Law and Legal Education

In the spring of 1993, using a team of American judges and lawyers and simultaneous interpretation equipment, USIA presented a week-long series of dramatizations of actual U.S. legal procedure. The response on the part of Tunisian observers was overwhelmingly enthusiastic.

Using these monies, USIA would like to bring the Mayo team back for at least two return visits--in the fall of 1993 (FY-94) and again during FY-95--to present comparative law simulations. Presentations will seek to introduce basic elements of U.S. criminal law including the role of an independent judiciary, the presumption of innocence, the right to bail (in contrast to Tunisia's garde-a-vue laws drawn from French jurisprudence), due process of law, etc. These presentations will also relate to the human rights situation in Tunisia by depicting U.S. cases that have Tunisian analogies, e.g. police brutality charges in the U.S. and torture charges in Tunisia. These legal education seminars would be aimed at different audiences. In FY92, the intended audience was junior magistrates. In the future, Mayo programs would address law school classes (much larger and younger) in both Tunis and Sousse, as well as public groups which could include journalists and human rights activists.

Draft Budget (In Thousands of U.S. Dollars)

	<u>FY94</u>	<u>FY95</u>	<u>FY96 Total</u>
Driss Committee	30	30	0 60
Outreach Training	50	20	10 80
Information Materials	50	5	5 60
Legal Education	45	30	0 75
Total	175	85	15275

Budgetary Justification

Element One: \$30,000 requested in both FY94 and FY95 for workshops reflects prevailing rate of organizing such workshops based on USIA and USAID's practical experiences in organizing workshops on other topics in Tunisia.

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Element Two: \$50,000 requested reflects the costs of organizing a training workshop (similar in cost to workshops in Element One above), the cost of hiring a trilingual individual in Tunis to act as a program monitor and to cover this individual's per diem expenses while monitoring program activities.

Element Three: \$50,000 to produce the Arabic-language television production reflects prevailing market rates in Tunisia based on past A.I.D. experience in preparing public service announcements and television productions on other topics in Tunisia.

Element Four: Based on FY93 experience with the Mayo Group, sums requested to support legal education activities are consistent with the previous costs of programming this group in Tunis.