



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

March 31, 1995

W. J. Absaloms
Chairman
Professionals Committee for Democratic Change
P.O. Box 72643
Nairobi

Subject: Grant No. 698-0541.15-G-00-5123

Dear Mr. Absaloms:

Pursuant to the Foreign Assistance Act of 1961, as amended, and in accordance with the Standard Provisions of this Agreement (Attachment 3), the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "USAID" or "Grantor") agrees to grant the Professionals Committee for Democratic Change hereinafter referred to as "PCDC" or "Grantee") under the terms of this Agreement an amount not to exceed Twenty-three Thousand Nine Hundred United States Dollars (US\$23,900) to support the project entitled "Overcoming Legal Obstacles to Press Freedom in Kenya," as more fully described in Attachment 2, entitled "Project Description".

The effective date of the Grant is the date of signature and will cover expenditures for approximately 12 months. The estimated completion date of this Grant is April 5, 1996.

This Agreement consists of this cover letter and Attachment 1, Terms and Conditions; Attachment 2, Project Description; Attachment 3, Standard Provisions for Special Assistance (Section 116(e) Grant); Attachment 4, Cash Advance Guidance; and Attachment 5, USAID Geographic Codes.

Please sign the original and each copy 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. Box 30261, Kenya.

Sincerely yours,


George Jones
Director

Attachments:

1. Terms and Conditions
2. Project Description
3. Standard Provisions
4. Cash Advance Guidance
5. List of USAID Geographic Codes

ACKNOWLEDGED:

PCDC

BY: 

TITLE: CHAIRMAN, APSEA

THE ASSOCIATION OF PROFESSIONAL
SOCIETIES IN EAST AFRICA
P. O. BOX 72643 NAIROBI

TERMS AND CONDITIONS

A. Purpose of Grant

The purpose of this Grant to the Professionals Committee for Democratic Change is to provide support for the project entitled "Overcoming Legal Obstacles to Press Freedom in Kenya," as more specifically described in Attachment 2 to this Grant entitled "Project Description."

B. Period of Grant

1. The effective date of this Grant is the date of signature and will cover expenditures for approximately 12 months. The estimated completion date of this Grant is April 5, 1996.

2. Funds obligated hereunder are available for project expenditures for the estimated period April 5, 1995 to April 5, 1996 as shown in the Grant budget below.

C. Amount of Grant and Payment

1. AID hereby obligates the amount of \$23,900 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."

D. Financial Plan

The Grant budget is set forth below.

BUDGET

ESTIMATED GRANT BUDGET

April 5, 1995 to April 5, 1996

<u>Cost Element</u>	<u>Grantee Contribution</u>	<u>USAID Contribution</u>	<u>Total Input</u>
1. Salaries and Honoraria	\$7,550	\$6,500	\$14,050
2. Typesetting, proof-reading, printing	\$1,700	\$14,620	\$16,320
3. Office rental and conference facilities	\$3,500	\$2,780	\$6,280
<hr/>			
Total	\$12,750	\$23,900	\$36,650

Assume an exchange rate of KShs 40 = \$1.00

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

E. Reporting and Evaluation

- 1) Within 60 days after the signature of this Grant, the Grantee shall submit a summary report that highlights the progress made on the implementation of this project.
- 2) Thereafter, the Grantee shall submit a quarterly report detailing progress made since the prior report.
- 3) Within 30 days after the completion of the project, a final report shall be sent to USAID/Kenya.

F. 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.

G. Title to Property

Title to all property purchased with Grant funds shall rest with the Grantee during the Grant period, subject to Attachment 3, Standard Provisions, Section C.

H. Special Provisions

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

I. Authorized Geographic Code

The authorized Geographic Code for procurement of goods and services under this grant is USAID Geographic Code 935 (Special Free World), as described in Attachment 5 of this Grant.

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PROJECT DESCRIPTION

Introduction

The Professionals Committee for Democratic Change (PCDC), a Kenyan NGO, is an independent committee of the Association of Professional Societies in East Africa which was established in 1962. PCDC has undertaken several projects aimed at enhancing democracy in Kenya, including a 1992 seminar on the role of professionals in the transition to democracy, monitoring the media's coverage of the 1992 political campaigns, and election monitoring in conjunction with the International Commission of Jurists, the International Federation of Women Lawyers, and the National Elections Monitoring Unit. PCDC continues to press for political and legislative changes that will allow democracy to secure a firmer foothold in Kenya.

PCDC submitted an unsolicited proposal to Kenya Mission requesting support for a project entitled, "Overcoming Legal Obstacles to Press Freedom in Kenya."

Project Purpose

This project will support freedom of the press by empowering journalists with legal knowledge, and reducing the degree of self-censorship. PCDC will conduct workshops for journalists in which they will examine legal obstacles to freedom of press in Kenya, identify methods of overcoming these obstacles, and formulate recommendations for legislative changes.

The Project

Kenyan journalists often self-censor, avoiding issues which they consider sensitive in order to avoid prosecution by the government. The project will enhance journalists' legal knowledge, thereby giving them more effective ways of dealing with restrictions on freedom of press. PCDC will conduct five workshops for journalists which will focus on the following topics:

1. The scope of journalists' knowledge of laws relating to journalism and application of such knowledge in everyday work;
2. Legal provisions which serve as obstacles to journalism, and methods of overcoming such obstacles;

3. Applications of laws to various situations in which journalists work;
4. The effects of the Public Order Act on the work of journalists;
5. How to seek recourse in the courts for perceived or actual injury or violation;
6. Recommendations for legal amendments to enhance press freedom;
7. The responsibility of the press to society.

The participants' views will be recorded, analyzed, and developed into a working manual for use by journalists in Kenya. The purpose of the manual is to guide journalists in their work by providing knowledge of applicable laws and methods of overcoming legal obstacles.

Funding

The grant will be for a period of one year. USAID's contribution is \$23,900, which will fund local costs including salaries, printing costs, office rental, and conference facilities.

All 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 the Professionals Committee for Democratic Change, 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 the Grant shall prevail.

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STANDARD PROVISIONS FOR
SPECIAL DEVELOPMENT ASSISTANCE

- A. USAID shall expend funds for and carry out operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties to this Agreement shall have the right at any time to observe operations carried out under this Agreement. Either party, during the term of activity under this Agreement and until three years after the completion of the activity, shall further have the right (1) to examine any property procured through financing by that party under this agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.
- C. Any non-expendable personal property furnished through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project, as determined by USAID. Upon completion of the Grant, the Grantee shall request disposition instructions from USAID. Non-expendable property means tangible personal property having a useful life of more than two years and an acquisition cost of \$500 or more per unit.
- D. This Agreement shall enter into force when signed. All or part of the assistance provided herein may be terminated by either party by giving the other party 30 days written notice of intent to terminate agreement. Termination of the agreement shall terminate any obligations of the two parties, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to termination of the Agreement. It is expressly understood that all implementing documents, such as purchase orders, requisitions, procurement actions, etc., must be initiated under this obligating Agreement by the agreed-upon terminal date, but not later than one month from the effective date of the Agreement, otherwise the cancellation provision stated in the preceding sentence will automatically become effective without the necessity of a written advance notice of intent to cancel.

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CASH ADVANCE GUIDANCE

Guidelines

The following guidelines should be used when considering the need for an advance to not-for-profit recipients.

- When an activity commences, the grantee will provide a projection of cash requirements over a specified period (normally 3 months/by month).
- Based on an analysis of this projection, the amount of the initial advance will be determined based on a 90 days' need from the date the advance is received by the grantee.
- Subsequent 90 day advance requests should be submitted with enough lead time for processing within AID and delivery of a check to the recipient. The new request should include an updated 90 day cash requirement projection.
- It may take USAID as long as 30 days to process this request and deliver a check. Therefore, for example, the grantee should submit a request for an advance by the last week of August for cash needs of October through December. The check would be put in the grantee's account as close to October 1 as possible.
- Every 90 days, a Grant Financial Report is required. This report will include a consolidated report of grant expenditures which shows by budget line item: amount budgeted per the financial plan, amount expended for the monthly period under consideration, total cumulative amount expended, and remaining balance per line item. See sample format attached entitled "Expenditure Report." Failure to submit such a report as required may preclude the issuance of further advances.

Documentation

The following is a list of what is required prior to approving a cash advance and should be circulated with the initial advance voucher:

- A written request every month from the entity desiring the advance which would include:
 - a detailed budget of eligible project activities covering the period of the proposed advance (see sample format attached entitled "Statement of Certified Cash Needed"),

- identification of the separate bank account where the advance will be placed,
- a properly executed Standard Form 1034 (Public Voucher for Purchases and Services other than Personal).
Copies of SF 1034 are attached.

SAMPLE FORMAT

PROFESSIONALS COMMITTEE FOR DEMOCRATIC CHANGE

STATEMENT OF CERTIFIED CASH NEEDS

GRANT NO:.....

An advance of funds in Kenya Shillings (or US Dollars) is, hereby requested for activities during the period to

APPROVED BUDGET*

EXPECTED EXPENDITURES

LINE ITEMS

1. Salaries and Honoraria
2. Typesetting, proof-reading, printing
3. Office rental and conference facilities

Total

The undersigned hereby certifies: (1) that the above requested amount represents the best estimate of funds needed for disbursements to be incurred over the period described, (2) that appropriate refund or credit to the grant will be made in the event of disallowance in accordance with the terms of the grant, (3) that appropriate refund or credit to the grant will be made in event funds are not expended, and (4) that any interest accrued on the funds made available herein will be refunded to USAID.

By: _____

Title: CHAIRMAN, APSIA

Date: 12th MAY, 1995

**THE ASSOCIATION OF PROFESSIONAL SOCIETIES IN EAST AFRICA
P.O. BOX 72643 NAIROBI**

SAMPLE FORMAT

(PROFESSIONALS COMMITTEE FOR DEMOCRATIC CHANGE)

GRANT NO: _____

EXPENDITURE REPORT FOR PERIOD TO.....

APPROVED BUDGET*	TOTAL GRANT AMOUNT	CUMULATIVE EXPENDITURES THROUGH PRIOR REPORTING PERIOD	ACTUAL EXPENDITURES THIS PERIOD	CUMULATIVE EXPENDITURES TO DATE	AMOUNT REMAINING UNEXPENDED
LINE ITEMS	(KSHS) OR (US \$)				

1. Salaries and Honoraria
2. Typesetting, proof-reading, printing
3. Office rental and conference facilities

TOTAL

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS REPORT IS TRUE IN ALL RESPECTS AND THAT ALL DISBURSEMENTS HAVE BEEN MADE FOR THE PURPOSE AND CONDITIONS OF THE GRANT AGREEMENT.

WALTER J. ABSALOMS, CHAIRMAN, APSZA

TYPED OR PRINTED NAME AND TITLE
THE ASSOCIATION OF PROFESSIONAL
SOCIETIES IN EAST AFRICA
P.O. BOX 72649 NAIROBI

SIGNATURE

DATE: 12th May 1995

* The breakdown of budget line items should be in accord with the approved budget. The categories shown above are illustrative only.

RELEVANT A.I.D. GEOGRAPHIC CODES

000 UNITED STATES

899 FREE WORLD*

Any area or country in the Free World*, excluding the cooperating country itself.

935 SPECIAL FREE WORLD

Any area or country in the Free World*, including the cooperating country itself.

941 SELECTED FREE WORLD

Any independent country in the Free World*, excluding the cooperating country itself and the following:

<u>Europe</u>		<u>Other</u>	
Albania	Lithuania	Angola	Kyrgyzstan
Andorra	Luxembourg	Australia	Mongolia
Armenia	Malta	Bahamas	New Zealand
Austria	Moldovia	Bahrain	Qatar
Azerbaijan	Monaco	Canada	Saudi Arabia
Belgium	Netherlands	Cyprus	Singapore
Bulgaria	Norway	Gabon	South Africa
Byelarus	Poland	Greece	Taiwan
Czechoslovakia	Portugal	Hong Kong	Tajikistan
Denmark	Romania	Iceland	Turkmenistan
Estonia	Russia	Japan	United Arab Emirates
Finland	San Marino	Kazakhstan	Uzbekistan
France	Spain	Kuwait	
Georgia	Sweden		
Germany	Switzerland		
Hungary	Ukraine		
Ireland	United Kingdom		
Italy	Vatican City		
Latvia	Yugoslavia		
Liechtenstein			

*"Free World" excludes the following areas or countries:

Afghanistan, Cambodia, Cuba, Iran, Iraq, Laos, Libya, North Korea, People's Republic of China, Syria, and Viet Nam.