



U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

PD-ARM-058

96923

August 3, 1995

Dr. Felipe Osterling Parodi
Dean
Colegio de Abogados de Lima
Av. Santa Cruz 255
Miraflores

Subject: Grant 527-0000-G-00-5305-00

Dear Dr. Osterling:

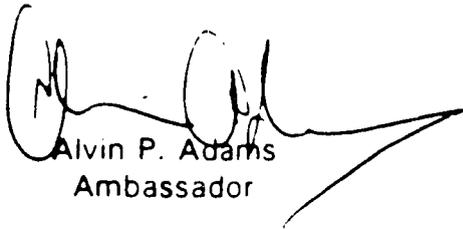
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the United States Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby Grants to the Colegio de Abogados de Lima (herein after referred to as "CAL" or "Grantee"), the sum of \$30,000 to provide support for a six-month pilot project "Alerta Jurídica," to improve the conditions that promote free exercise of the legal profession, as described in the schedule of this Grant and the Attachment 2, entitled "Program Description."

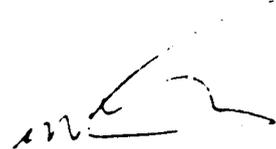
This Grant is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Grantee in furtherance of program objectives during the period beginning with the effective date and ending February 9, 1996.

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

Please sign all six copies of this letter to acknowledge your receipt of the Grant and return five copies to the Grant Officer.

Sincerely yours,


Alvin P. Adams
Ambassador


George A. Wachtenheim
Grant Officer

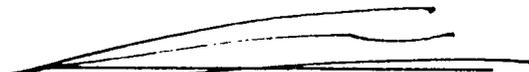
Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Special Provisions entitled "Rights in Data"
5. Special Provision "Relocation of U.S. Businesses..."

ACKNOWLEDGED:

Colegio de Abogados de Lima

By:


Dr. Felipe Osterling Parodi

Title: Dean

Date: _____

FISCAL DATA

Allocation:

Appropriation: 725/61021

Budget Plan Code: LDV5-95-25527-KG13

PIO/T No.: 527-0000-3-50071

Project No.: 527-0000

Total Estimated Amount: \$30,000

Total Obligated Amount: \$30,000

Funding Source: USAID/Peru

21

SCHEDULE

A. Purpose of the Grant

The purpose of this Grant is to provide support for a six-month pilot program to improve the conditions that promote free exercise of the legal profession, as more specifically described in Attachment 2 to this Grant entitled "Program Description."

B. Period of Grant

1. The effective date of this Grant is the date of the Cover Letter. The estimated completion date of this Grant is February 9, 1996.

C. Amount of Grant and Payment

1. USAID hereby obligates the amount of \$30,000 for purposes of this Grant.

2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3 -Optional Standard Provision No. 1, entitled "Payment-Periodic Advance."

D. Financial Plan

The following is the Grant Budget, including local cost financing items, as authorized. Revisions to this budget shall be made in accordance with the Standard Provision of this Grant entitled "Revision of Grant Budget."

**FINANCIAL PLAN
 (US\$)**

(Grant Budget)

Element	USAID Contribution	CAL Contribution	Total Budget
1. Salaries			
1.1 A Project General Manager	8,400	--	8,400
1.2 A Lawyer Assistant	3,600	--	3,600
1.3 A Secretary	1,500	--	1,500
1.4 Administrative Personnel	--	3,000	3,000
1.5 Part time CAL Lawyers	2,400	14,400	16,800
2. Office Equipment (office and communications equipment, etc.)	2,500	1,050	3,550
3. Other direct costs (office spaces and furniture, office material, telephone calls, faxes, photocopies, etc.)	6,600	3,000	9,600
4. Diffusion Activities	5,000	2,000	7,000
TOTAL	30,000	23,450	53,450

E. Reporting Requirements

1. Financial Reporting

a. Financial reporting requirements shall be in accordance with the Optional Standard Provision of this Grant entitled "Payment-Periodic Advance" as shown in Attachment 3.

b. CAL is required to maintain books and records in accordance with general accepted accounting principles.

c. The original and two copies of all financial reports shall be submitted to USAID/Peru, Office of the Controller, Larrabure y Unanue 110, Lima 1, Peru.

2. Progress Reports

a. CAL, within five days after the end of each month, will provide USAID/Peru with monthly progress reports in English and Spanish during the life of the Grant, describing, in detail, achievements, problems encountered, and changes made or recommended during the reporting period. In addition, USAID will be fully informed through meetings and/or written reports of any unanticipated developments in the execution of the project.

b. A mid-term report will be submitted with the monthly report on the project status at the end of the third month of the project.

c. CAL will submit to CDIE/DI, Washington, DC 20523-1802 one copy of above reports in English.

3. Final Report

Five (5) copies of a final report, in English and Spanish, will be submitted fifteen days after completion date of the project. The Grantee will also present an end of project briefing to USAID. Additionally CAL will submit to CDIE/DI, Washington, DC 20523-1802 one copy in English of the final report.

4. Financial Reviews

In lieu of an audit, Financial Analysts from USAID/Peru Controller's Office will conduct periodic financial reviews of the Grant.

5. Special Reports

Between the required program performance reporting dates, events may occur that have significant impact on the program. In such instances, CAL shall inform the appropriate USAID/Peru Project Officer.

6. Closeout Procedures

This section prescribes uniform closeout procedures for this Grant.

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

1) Closeout: The closeout of a Grant is the process by which USAID determines that all applicable administrative actions and all required work of the Grant have been completed by the Grantee and USAID.

2) Date of Completion: The date of completion is the date on which all work under the Grant is completed or the date of the award document, or any supplement or amendment thereto, on which sponsorship ends.

3) Disallowed Costs: Disallowed costs are those charges to a Grant that USAID or its representative determines to be unallowable in accordance with the applicable Federal cost principles or other conditions contained in the Grant.

b. USAID closeout procedures include the following requirements:

1) Upon request, USAID shall make prompt payments to a Grantee for allowable reimbursable costs under the Agreement being closed out.

2) The Grantee shall immediately fund any balance or unobligated (unencumbered) cash that USAID has advanced or paid and that is not authorized to be retained by the Grantee for use in other Agreements.

3) In the event a final report has not been performed prior to the closeout of the Grant, USAID shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the financial reviews.

F. Special Provisions

1. As set forth in Attachment 3, all Mandatory Standard Provisions for Non-U.S. Non-governmental Grantees apply to this Grant. Applicable Optional Standard

Provisions are indicated on the Checklist.

2. To assist in the implementation of the project, USAID from time to time will issue implementation letters furnishing additional information on requirements regarding matters stated in this Grant. Such letters shall not modify the terms of the Grant.

3. The USAID Project Officer is authorized to issue all approval documents which can clearly and reasonably be considered within the terms of this Grant as written.

4. The "Rights in Data" provision, attached, forms part of this Grant.

G. Title to Property

Title to property acquired hereunder shall vest in the Grantee, subject to the requirements of Standard Provision of this Grant entitled "Title to and Use of Property (Grantee Title)." Disposition of property shall be in accordance with said optional provision.

H. Authorized Geographic Code

The authorized geographic code under this Grant shall be the United States (000) and Peru (subject to Local Cost Financing Provision).

1

PROGRAM DESCRIPTION

I. BACKGROUND

The Lima Bar Association ("Association") is an institution whose main purposes are: 1) to foster the advancement of the juridical sciences and the improvement of legislation, 2) to facilitate the efficient performance of the Judicial Branch and the promotion of the legal order as a means to achieve social order, and 3) to provide legal assistance and other benefits to practicing attorneys. The Association is widely recognized as the "juridic conscience of the nation", distant of vested interests that could bias its role and which is able to influence the public opinion and contribute with alternative proposals to strengthen democracy in Peru.

Attorneys providing legal defense to their clients have been victims of constant harassment by the administration of justice system, thus inhibiting their role as defenders of the people. The Association has received complaints from attorneys who desperately seek some authoritative voice to help them defend the rights of those they wish to serve. Alerta Juridica was developed out of the Association's concern regarding the increasing number of complaints by practicing attorneys and the lack of a forum in society where they could be addressed.

II. PROJECT DESCRIPTION

Alerta Juridica project initially will consist of a six month pilot project.

Alerta Juridica will improve the conditions that promote free exercise of the legal profession. It will generate a state that will foster an efficient administration of justice and will, at the same time, protect the rights of those accused of crimes. The project will establish expeditious mechanisms that will address attorneys' concerns when their work is being impeded. This support will have important and positive outcomes at different levels, because it is designed to use the Association's institutional pressure in order to protect and promote constitutional rights, due process and unobstructed legal defense.

The project will improve attorneys' ability to provide legal defense by using mechanisms which are in place to protect this right.

The project will develop an active institutional group that will address complaints by lawyers and will promote actions that will mitigate deficiencies and/or problems raised.

III. PROJECT OBJECTIVES

General Objectives

1. Provide support to attorneys in their work defending and protecting the accused.
2. Create a forum where attorneys can express their complaints, and seek the support of other attorneys.
3. Develop a preventive task-force based on the two previous objectives.
4. Systematize the experiences developed through the execution of the project in order to achieve its sustainability.

Specific Objectives

1. Address complaints regarding arbitrary actions which obstruct legal defense and adopt actions which will best utilize the expertise of the Association.
2. Propose modifications to administration of justice institutions which present obstacles to attorneys providing legal defense (e.g., attitudes, procedures and proceedings).
3. Identify criteria and promote initiatives that will result in positive change to applicable policies in the administration of justice system.
4. Sensitize the public with regard to relevant cases identified during the pilot phase in order to increase public awareness, especially among attorneys of the Lima Bar's work in the area of facilitating a more efficient legal defense for citizens.
5. Establish institutional channels of action between the Association and other entities in the judicial system, namely to determine how to best utilize available mechanisms to obtain desired results.

IV. PROJECT ACTIVITIES AND METHODOLOGIES

The Lima Bar Association will seek the cooperation of justice sector institutions such as the Public Ministry, Minister of Justice, the Courts System, the Minister of Interior and the Correctional Facilities in as far as it assists the Lima Bar to carry out this activity effectively.

In order to carry out this project, the Association has created a twenty four hour attorney-staffed hotline. There will be an Executive Committee comprised by the Project Director and six Association attorneys who will plan, direct and execute the project. This Committee will serve as the coordinating entity with USAID. The Dean of the Association and the Committee will work directly with the USAID Project Manager who will supervise the project implementation and will be responsible for the execution of the agreement and the management of Committee guidelines.

1. **Receiving complaints and determining actions to be taken.** Complaints will be received and classified according to importance and urgency.
 - 1.1 Situations in which attorneys are detained while providing defense will constitute urgent actions. Attorneys managing the 24 hour hotline will transfer to the site where the attorney is being detained in order to proceed with pertinent actions. The inability of an attorney to reach his/her client while the client is being detained will also be considered urgent.
 - 1.2 Other complaints, especially those in the area of criminal law, will translate into concerted actions. Such complaints will be received, verified, and analyzed by staff attorneys who will develop recommendations and possible permanent measures to be adopted.
 - 1.3 In matters other than criminal law, cases will be submitted to the Association's Executive Committee for action.

All complaints will be registered in order to evaluate which practices are systematic in nature and warrant intervention.

2. **Establishing channels of interaction with appropriate state institutions.** During project implementation the Association will identify the procedures and practices followed by public entities which restrict rights to legal defense. The Association will seek to take required actions at the appropriate levels seeking the support and interest of other appropriate state institutions in the project.

3. **Systematizing and formulating recommendations to improve the administration of justice system.** The classification of complaints received and the actions taken will allow the reformulation of proposals at certain state institutions which are related to the project's objectives.¹
4. **Dissemination activities.** Diverse methods will be used to disseminate information through public awareness campaigns, using TV, radio and newspaper, and other printed material. Such activities will support Association efforts aimed at: 1) changing attitudes within authorities, 2) eliminating practices that hamper legal practice, and 3) reducing corruption.

V. USAID Project Monitoring and Management

The Office of Democratic Initiatives and Training (ODIT) will assume overall responsibility for project management within USAID/Peru. The primary responsibility of ODIT will be to ensure that project activities conform to USAID regulations and interest and purpose of the Grant.

Prior to disbursement of funds under the Grant, CAL will submit for USAID/Peru approval a work plan of the activities to be carried out under the Grant.

¹ Article 107 of the constitution provides the Colegio de Abogados with legislative initiative in matters under its jurisdiction.

MANDATORY AND OPTIONAL STANDARD PROVISIONS

(Appendix 4C, USAID Handbook 13)

The following Mandatory and Optional Standard Provisions for Non-U.S. Non-Governmental Grantees in effect as of the effective date of this Grant are incorporated herein by reference with full force and effect as though fully set forth herein:

- | | |
|--|-----------------|
| 1. Allowable Costs | (June 1993) |
| 2. Accounting, Audit, and Records | (March 1994) |
| 3. Refunds | (June 1993) |
| 4. Revision of Grant Budget | (June 1993) |
| 5. Termination and Suspension | (June 1993) |
| 6. Disputes | (June 1993) |
| 7. Ineligible Countries | (May 1986) |
| 8. Debarment, Suspension, and Other Responsibility Matters | (March 1989) |
| 9. U.S. Officials not to Benefit | (November 1985) |
| 10. Nonliability | (November 1985) |
| 11. Amendment | (November 1985) |
| 12. Notices | (November 1985) |
| 13. Metric System of Measurement | (August 1992) |
| B. <u>Optional Standard Provisions</u> | |
| 1. Payment - Periodic Advance | (June 1993) |
| 4. Ocean Shipment of Goods | (June 1993) |
| 5. Procurement of Goods and Services | (June 1993) |
| 6. AID Eligibility Rules for Goods and Services | (June 1993) |
| 8. Local Cost Financing | (June 1993) |
| 17. Title To and Use of Property (Grantee Title) | (May 1986) |
| 20. Cost Sharing (Matching) | (June 1993) |