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"THIS IS A PRIMARY OBLIGATING DOCUMENT THAT IS NOT  
PURSUANT TO A HANDBOOK 3 PROJECT AGREEMENT"

U.S. AGENCY FOR  
INTERNATIONAL  
DEVELOPMENT

September 25, 1996

Ms. Fabiola Luna Pineda  
Director  
Centro Amazónico de Antropología  
y Aplicación Práctica  
Avda. Gonzales Prada 626  
Magdalena

Subject: Grant 527-0352-G-00-6445-00

Dear Ms. Luna:

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 Centro Amazónico de Antropología y Aplicación Práctica (hereinafter referred to as "CAAAP" or "Grantee"), the sum of \$50,000 to assist the Ombudsman's Office in assessing the needs and designing strategies to protect the fundamental rights of indigenous communities, 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 January 24, 1997.

This Grant is made to CAAAP, 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,

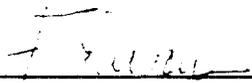
*Joseph F. Lombardo*  
Joseph F. Lombardo  
Grant Officer

**Attachments:**

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

**ACKNOWLEDGE:**

Centro Amazónico de Antropología y Aplicación Práctica

By:   
Srta. Fabiola Luna Pineda

Title: Director

Date:                     

**FISCAL DATA**

Allocation:  
Appropriation: 726/71021  
Budget Plan Code: LDV6-96-25527-KG13  
PIO/T No.: 527-0352-3-60067  
Project No.: 527-0352  
Total Estimated Amount: \$50,000  
Total Obligated Amount: \$50,000  
Funding Source: USAID/Peru

*2*

SCHEDULE

A. Purpose of the Grant

The purpose of this Grant is to provide support to CAAAP to assist the Ombudsman Office in assessing the needs and designing strategies to protect the fundamental rights of the indigenous communities, 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 January 24, 1997.

C. Amount of Grant and Payment

1. USAID hereby obligates the amount of \$50,000 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. Grant Budget

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."

**GRANT BUDGET**

<b>ITEM</b>	<b>TOTAL</b>
<b>A. Salaries</b>	
1 Coordinator	4,500.00
2 Specialists	3,200.00
1 Education Promoter	4,000.00
1 Expert in indigenous communities	3,000.00
Secretarial support	1,600.00
Sub-Total	<b>16,300.00</b>
<b>B. Travel and Per Diem</b>	
International travel	3,360.00
In-country travel	6,360.00
Sub-Total	<b>9,720.00</b>
<b>C. Training</b>	
Workshops and Events	14,050.00
Materials for workshops	2,000.00
Sub-Total	<b>16,050.00</b>
<b>D. Miscellaneous</b>	
Implementation of Pilot Program in Satipo	6,530.00
Monitoring and evaluation of activities	1,400.00
Sub-Total	<b>7,930.00</b>
<b>TOTAL</b>	<b>50,000.00</b>

4

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. CAAAP is required to maintain books and records in accordance with generally 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. Work Plan

Within 15 working days of signing of the Grant Agreement, CAAAP will submit to USAID/Peru a detailed work plan which will cover the entire period of the Grant and, within an overall strategy, will address specific tasks to be implemented, and desired results and the mechanisms to measure these results.

3. Progress Reports

a. Within five days after the end of the first two months, CAAAP will provide USAID/Peru with a progress report in English and Spanish describing, in detail, achievements, problems encountered, and changes made or recommended during the reporting period. These reports shall not exceed five typed pages. In addition, USAID will be fully informed through meetings and/or written reports of any unanticipated developments in the execution of the project.

b. CAAAP will submit to CDIE/DI, Washington, DC 20523-1802 one copy of the above report in English.

4. Final Report

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

5

5. Financial Reviews

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

6. Special Reports

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

7. 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 and 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 that 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 will issue from time to time 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

Peru is a multiethnic and pluricultural country which possesses great richness in its indigenous population. The lack of knowledge and understanding about indigenous and native communities in Peru generates a negative public image and also creates jurisdictional problems with the local authorities. The diverse indigenous and native communities are aware of their identity as indigenous communities and of their right to be full citizens of Peru.

While the Peruvian Constitution recognizes the rights of the indigenous groups, these rights are not protected by legislation or in practice. Some of the problems faced by the indigenous communities are: 1) racial and language discrimination; 2) lack of participation in the design and/or execution of Amazonian development programs (as a result they are losing their land); 3) inability to join the national society and its mercantile systems; 4) lack of appreciation and understanding from society in general; 5) education which does not take into account their bilingual reality; and 6) fundamental rights left unprotected by the legal mechanisms established (the Judicial Branch and the National Police cannot guarantee the fundamental rights of the native communities).

The 1993 Constitution (Articles 161 and 162) created the Office of the Ombudsman as an autonomous institution responsible for "defending the fundamental and constitutional rights of individuals and communities, and for assuring that the government meets its duties and public services are delivered to the citizenry." The Office of the Human Rights Ombudsman has determined that the indigenous and native communities are a priority. As a new entity, the Office of the Ombudsman faces many challenges, being one of them to define the institutional direction and formulate plans and strategic programs to address the special needs of the native communities in Peru. Thus, the Ombudsman has requested assistance and has signed an agreement with the Centro Amazonico de Antropología y Aplicación Práctica (CAAAP) in order to provide expertise and assist the Ombudsman Office in designing workplans and programs that may be implemented to safeguard and promote the rights of native communities and their citizens.

CAAAP is an institution whose main purposes are: 1) to provide legal and social services to the indigenous communities; 2) to foster human rights in indigenous communities; 3) to propose improvements to legislation which will promote progress, assistance and respect for indigenous communities, 4) to conduct studies in the areas of human rights and indigenous communities, and 5) to promote dialogue on human rights violations in diverse settings.

## II. Objective:

To assist the Ombudsman Office in assessing the needs and designing strategies to protect the fundamental rights of indigenous communities.

## III. Project Description

Activities that will be conducted to achieve the objective include:

1. Form an advisory team (one coordinator and two specialists) to provide advice as to how the Ombudsman can protect and promote the fundamental rights of native and indigenous communities.
2. Review and finalize the report encompassing the legal situation and vulnerability of indigenous and native communities. (A copy of this document will be given to the Ombudsman and will serve as the working tool to assist in the design of the workplan in this area.)
3. Design and conduct research studies to assess the situation of two communities: Machiguenga de Madre de Dios and Siecoya in Loreto.
4. Establish a pilot program in Satipo to test an Ombudsman activity which will: 1) provide the public with information and orientation regarding the rights of indigenous and native communities; 2) visit and document special human rights cases in Satipo; and 3) address questions/issues presented by public entities with respect to native and indigenous communities.
5. Design and implement a training program to familiarize Ombudsman staff with the problems faced by the native and indigenous communities and to design strategies to protect these citizens. Training and advice will also be provided in order to determine the location of the Ombudsman office responsible for native and indigenous matters, and to choose the person who will manage this office.
6. Design and conduct a training program for public entities (with the participation of indigenous leaders) in Iquitos and Satipo.

7. Twice a month, conduct meetings with congressmen, judicial branch personnel, non-governmental organizations, national police, the press and others about the rights of indigenous and native communities.

8. Draft a document proposing amendments to the Land law.

IV. USAID Responsibility

The Office of Democratic Initiative and Training will be the liaison for all matters related to the Grant and will be responsible to ensure that project activities conform to USAID regulations and interest and purpose of the Grant.