

PD-ABP-684

95388



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

UNITED STATES POSTAL ADDRESS

US AID MISSION TO KENYA
UNIT 64102
APO AE 09831 - 4102

INTERNATIONAL POSTAL ADDRESS

POST OFFICE BOX 30261
NAIROBI, KENYA
TEL: 254-2-751613
FAX: 254-2-749590

29 SEP 1997

Mr. Jerry Okungu
International Advertising Association,
Kenya Chapter
P. O. Box 59272
Nairobi

Subject: Award No. 615-0266-G-00-7043

Dear Mr. Okungu:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to the International Advertising Association, (herein after referred to as IAA or "Recipient"), the sum of \$35,700.00 to provide support for a program entitled "Capacity Building so that IAA can Effectively Contribute to Development of Democratic and good Governance Processes in Kenya", as described in the Schedule of this award and the Attachment 2, entitled "Program Description."

This award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending September 30, 1998. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

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

Please sign the original and each copy of this letter to acknowledge your receipt of this award, and return the original and all but one copy to the Grant Officer.

Sincerely,



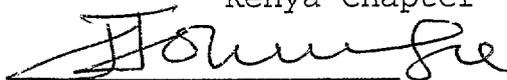
Lee Ann Ross
Grant Officer

Attachments:

1. Schedule
2. Program Description
3. ~~Standard Provisions~~
4. ~~Standards for USAID Funded Communications Projects~~

ACKNOWLEDGED: International Advertising Association,
Kenya Chapter

BY:



Title:

Chairman

Date:

30.9.97

2

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

1. Total Estimated Amount: \$35,700.00
2. Total Program Amount: \$64,700.00
3. Total Obligated Amount: \$35,700.00
4. Cost-Sharing Percentage
(Non-Federal): 44%
5. Project No.: 615-0266
6. USAID Project Office: OSPP
P. O. Box 30261
Nairobi
7. Tax I.D. Number:
8. CEC No.:
9. LOC Number:

B. SPECIFIC

1. PIO/T Number: 615-0266-3-70042
2. Appropriation: 727/81021
3. Allotment: V271078
4. BPC: GDV7-97-21615-KG13
5. PIO/T Obl. Amount: \$35,700

196

Funds Available
CONT/KENYA
Initials <i>NOB</i>
Date <i>9/20/97</i>

26 28 97

TABLE OF CONTENTS

PAGE

ACCOUNTING AND APPROPRIATION DATA

ATTACHMENT 1	4
SCHEDULE	4
1.1 PURPOSE OF AGREEMENT	4
1.2 PERIOD OF AGREEMENT	4
1.3 AMOUNT OF AWARD AND PAYMENT	4
1.4 AWARD BUDGET	4
1.5 REPORTING	4
1.5.1 Financial Reporting	4
1.5.2 Performance Monitoring and Planning Reports	4
1.6 RESOLUTION OF CONFLICTS	5
1.7 COST SHARING	5
1.8 TITLE TO PROPERTY	5
1.9 AUTHORIZED GEOGRAPHIC CODE	5
1.10 COMMUNICATIONS PRODUCTS (OCT 1994)	5
1.11 PAYMENT OFFICE	6
ATTACHMENT 2	7
PROGRAM DESCRIPTION	7
ATTACHMENT 3	8
STANDARD PROVISIONS	8
3.1 ALLOWABLE COSTS (JUN 1993)	8
3.2 ACCOUNTING, AUDIT, AND RECORDS (OCT 1992)	9
3.3 REFUNDS (JUN 1993)	10
3.4 REVISION OF GRANT BUDGET (JUN 1993)	10
3.5 TERMINATION AND SUSPENSION (JUN 1993)	11
3.6 DISPUTES (JUN 1993)	12
3.7 INELIGIBLE COUNTRIES (MAY 1986)	13
3.8 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (MAR 1989)	13
3.9 U.S. OFFICIALS NOT TO BENEFIT (NOV 1985)	14
3.10 INVESTMENT PROMOTION (JAN 1994)	14
3.11 NONLIABILITY (NOV 1985)	14
3.12 AMENDMENT (NOV 1985)	15
3.13 NOTICES (NOV 1985)	15
3.14 METRIC SYSTEM OF MEASUREMENT (AUG 1992)	15
3.15 PAYMENT - PERIODIC ADVANCE (JUN 1993)	15
3.16 PROCUREMENT OF GOODS AND SERVICES (JUN 1993)	18
3.17 AID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUN 1993)	21
3.18 PUBLICATIONS AND MEDIA RELEASES (JUN 1993)	25
3.19 TITLE TO AND USE OF PROPERTY (GRANTEE TITLE) (MAY 1986)	26
3.20 COST SHARING (MATCHING) (JUN 1993)	27
3.21 PUBLIC NOTICES (JUN 1993)	31

ATTACHMENT 1

SCHEDULE

1.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

1.2 PERIOD OF AGREEMENT

The effective date of this Agreement is the date of the Cover Letter and the estimated completion date is September 30, 1998.

1.3 AMOUNT OF AWARD AND PAYMENT

- (a) USAID hereby obligates the amount of \$35,700.00 for the purposes of this Award.
- (b) Payment shall be made to the Recipient in accordance with procedures set forth in the Standard Provision of this Award entitled Payment - Periodic Advance as shown in Attachment 3.

1.4 AWARD BUDGET

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

ESTIMATED GRANT BUDGET

Cost Element	USAID US\$	Counterpart US\$	Total US\$
Personnel Costs	10,000	4,000	14,000
Utilities (equipment, phone/ faxes and rent)	5,700	10,000	15,700
Workshops	10,000	0	10,000
Publications	<u>10,000</u>	<u>15,000</u>	<u>25,000</u>
TOTAL	35,700	29,000	64,700

Exchange Rate: KShs. 55.00 to US\$1.00

1.5 REPORTING

1.5.1 Financial Reporting

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

1.5.2 Performance Monitoring and Planning Reports

- (a) Reports. The Recipient shall submit an original and one copy of brief quarterly program performance reports, which coincide

5

1.5.2 (Continued)

with the financial reporting periods, to the USAID Project Office specified in the Cover Letter of this Award. These reports shall be submitted within 30 days following the end of the reporting period.

(b) Paying Office. The paying office for this award is:

RFMC
P. O. Box 30261
Nairobi

(c) Final Report. Within 90 days following the estimated completion date of this Award, the Recipient shall submit the original and one (1) copy of a final report to the USAID Project Office specified in the Cover Letter of this Award. It will cover the entire period of the Award.

1.6 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Award shall be resolved by applying the following descending order of precedence:

- Attachment 1 - Schedule
- Attachment 2 - Program Description
- Attachment 3 - Standard Provisions

1.7 COST SHARING

The Recipient agrees to expend an amount not less than 44%% of the total Federal contribution. Cost sharing contributions will meet the criteria as set out in the Standard Provision entitled "Cost Sharing (Matching)" as shown in Attachment 3.

1.8 TITLE TO PROPERTY

Title to all property financed under this award shall vest in the Recipient in accordance with the Standard Provisions of this Award set forth in Attachment 3.

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935.

1.10 COMMUNICATIONS PRODUCTS (OCT 1994)

- (a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.
- (b) Standards - USAID has established standards for communications products. These standards must be followed, unless otherwise specifically provided in the agreement or

1.10 (Continued)

approved in writing by the agreement officer. A copy of the standards for USAID financed publications and video productions is attached.

- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the agreement officer:
- (1) Any communication product costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (2) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

1

ATTACHMENT 2

PROGRAM DESCRIPTION

The Recipient's proposal entitled "Capacity Building so that IAA can Effectively Contribute to Development of Democratic and Good Governance Processes in Kenya" and dated September 1997 is attached hereto as the Program Description (Attachment 2) and is made a part of this Award.



INTERNATIONAL
ADVERTISING
ASSOCIATION
KENYAN CHAPTER

INTERNATIONAL ADVERTISING ASSOCIATION, KENYA CHAPTER

A PROPOSAL TO USAID

SEEKING GRANTS TO HELP THE IAA LOCAL CHAPTER
EMBARK ON CAPACITY BUILDING SO THAT IAA CAN
EFFECTIVELY CONTRIBUTE TO DEVELOPMENT OF
DEMOCRATIC AND GOOD GOVERNANCE PROCESSES IN KENYA

Submitted on behalf of IAA Kenya Chapter
by Jerry Okungu

IAA Kenya Chapter, Cambrian House,
2nd Floor Moi Avenue,
P.O. Box 59272 Nairobi Kenya.
Phones: 332012, 252355
Faxes: 252174, 211130
e-mail: iaa@form-net.com

INTRODUCTION AND BACKGROUND

The **International Advertising Association Kenya Chapter** is a fully registered association under the Societies Act under the laws of Kenya.

Although launched in Kenya officially on October 11, 1996, it was not until January 30th, 1997 when it received its certificate of registration.

The association advocates and stands for Press Freedom, Freedom of Speech, Freedom of Commercial Speech, the inalienable rights of the individual to move, assemble, interact, trade and exchange freely without undue and uncalled for infringements on these rights.

It also advocates for the individual's right to choose what to have or not to have in terms of service, product or opinion.

It advocates for the free flow, assembling and dissemination of information without interference from organs of state.

To date **IAA Kenya** has a membership of 48 professionals in the Media industry. These include Chief Executives of leading media houses in Kenya, top Media Managers, Journalists, Senior executives from the private sector and owners of major advertising agencies based in Nairobi.

The association has set up a fully operational office with one full time Manager, three telephone lines, two computers and a fully furnished office and conference room.

Since its inception we have held one most successful workshop on Internet which also acted as our first source of revenue.

Every member pays an annual subscription of Kshs.5,000.00 which is used to subsidize expenses of running the Secretariat.

WHY THIS PROPOSAL

At its last general meeting, it was resolved that **IAA Kenya** must play an active role in the democratization process of this country. That it was the most suitable avenue for Senior Media Professionals through which they would articulate the views and offer alternative solutions to the ills affecting this country as a result of years of bad governance and totalitarianism. To do this, the Association needs to have the capacity to perform and achieve its stated goals, hence the need for capacity building initiative.

As a first step, we resolved to have as our first project a three day brainstorming Media Congress in Nairobi in which Freedom of the Press, Freeing of the Airwaves and individual freedoms of individual Kenyans would be the centres of focus. To give weight to discussions, leading local experts in various disciplines were contacted and accepted to participate with enthusiasm.

We intend that after the October Congress, we shall have four more follow up workshops focusing on four different issues like corruption in public offices, police brutality, independence of the Judiciary and total privatization of the Media Industry.

The issues above require thorough logistical planning, recruitment of key qualified and competent staff and the recruitment of competent and respected resource persons as facilitators or discussants.

We intend to create a proper dialogue between the Kenyan public and those who hold the instruments of power so that they begin to see the need to overhaul this present system of government in the best interests of all Kenyans.

To this effect, however, though we are acutely aware that as a body we must be self reliant and sustainable in our activities, at this early stage, we urgently need funds to help us perform the following:-

1. Pay rent for our current office
2. Buy three more computers
3. Launch our first network data book
4. Run Secretariat expenses
5. Additional Secretariat equipment
6. Pay salaries to Secretary staff.

THE STRUCTURE OF IAA KENYA

Executive Committee

1. Chairman
2. Vice Chairman
3. Secretary
4. Assistant Secretary
5. Treasurer
6. Three Committee Members
7. One Secretariat Manager

The Secretariat

1. One Manager
2. One Secretary
3. One Messenger
4. One Cleaner

The Secretariat staff are answerable to the Executive Committee through the Chairman who in turn are answerable to the General Assembly of Members who elect them.

Budget Sept. 1997-Sept. 1998

Details	US
Salaries	24,000.00
Phones/Faxes	4,000.00
Utilities	4,000.00
Rents	4,800.00
Publications	20,000.00
Equipment	5,000.00
Workshops	10,000.00
Total	71,000.00

FUNDING

Grants	US	Local Sources	US
USAID	35,700	Annual Subscriptions	3,300
Other donors	8,000	Training	4,000
		Cocktail talks	2,000
		Fundarising	10,000
		Exhibitions	8,000
Total	43,700	Total	27,300
Total			71,000

It is our submission that you will heed our request to help us contribute meaningfully to the reform process in this country which we consider an ongoing process and will not come to an end with the general elections.