



U S AGENCY FOR
INTERNATIONAL
DEVELOPMENT

PD AR 0-809

990.000

598-0841
Center for a Free Cuba
(Cooperation Agreement)

APR 21 1998

Mr Frank Calzon
Executive Director
Center For A Free Cuba
1320 19th Street, Suite 201
Washington, DC 20036

Subject Award No LAG-A-00-98-00020-00

Dear Mr Calzon

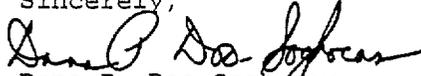
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U S Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to the Center for a Free Cuba (herein after referred to as CFC or "Recipient"), the sum of \$400,000 00 to provide support for a program in democracy building as described in the Schedule of this award and the Attachment 2 entitled "Program Description "

This award is effective and obligation is made with the date of this Cover Letter Funds obligated are available to reimburse the Recipient for allowable program expenditures from January 1, 1998 through the estimated completion date of 12/31/98 USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount of \$400,000

This award is made to CFC, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226 entitled "Administration of Assistance Awards to U S Non-Governmental Organizations" Attachment 1, entitled "Schedule" Attachment 2 entitled "Program Description", and Attachment 3 entitled "Standard Provisions "

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 Agreement Officer

Sincerely,



Dana P. Doo-Sogheian
Agreement Officer
Office of Procurement
M/OP/B/LA

Attachments

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

ACKNOWLEDGED CENTER FOR A FREE CUBA

BY



Title

EXECUTIVE DIRECTOR

Date

APRIL 27, 1998

ACCOUNTING AND APPROPRIATION DATA

A GENERAL

1	Total Estimated Amount	\$400,000 00
2	Total Program Amount	\$440,000 00
3	Total Obligated Amount	\$400 000 00
4	Cost-Sharing Percentage (Non-Federal)	10% (\$40,000)
5	Activity Title	
6	USAID Technical Office	AA/LAC-USAID Senior Advisor for Cuba Room 5 08-036, RRB (David Mutchler) Washington, DC 20523
7	Tax I D Number	52-2060954
8	DUNS No	002945645
9	LOC Number	N/A

B SPECIFIC

1	NMS Request No	10
2	Org ID No	11093
3	Account No	ES98/98LES898
4	Amount Obligated	\$400,000 00

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	BUDGET	4
1 5	REPORTING AND EVALUATION	5
1 5 1	Financial Reporting	5
1 5 2	Monitoring and reporting program performance	5
1 5 3	Final Report	6
1 5 4	Special Reports	6
1 6	SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS	7
1 7	KEY PERSONNEL	7
1 8	TITLE TO AND CARE OF PROPERTY	7
1 9	AUTHORIZED GEOGRAPHIC CODE	8
1 10	INDIRECT COSTS	8
1 11	RESOLUTION OF CONFLICTS	9
1 12	COST SHARING	9
1 13	COMMUNICATIONS PRODUCTS (OCT 1994)	9
1 14	PAYMENT OFFICE	9
1 15	GRANT ADMINISTRATION OFFICE	10
1 16	PROJECT OFFICE	10
1 17	SPECIAL PROVISIONS	10
ATTACHMENT 2		12
PROGRAM DESCRIPTION		12
ATTACHMENT 3		13
STANDARD PROVISIONS		13
3 1	INELIGIBLE COUNTRIES (MAY 1986)	13
3 2	NONDISCRIMINATION (MAY 1986)	13
3 3	U S OFFICIALS NOT TO BENEFIT (NOV 1985)	13
3 4	INVESTMENT PROMOTION (JAN 1994)	14
3 5	NONLIABILITY (NOV 1985)	14
3 6	AMENDMENT (NOV 1985)	14
3 7	NOTICES (NOV 1985)	14
3 8	OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (AUG 1992)	14
3 9	INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (DEC 1995)	15
3 10	OCEAN SHIPMENT OF GOODS (AUG 1992)	20
3 11	USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (MAR 199	21
3 12	SUBAGREEMENTS (FEB 1995)	25
3 13	LOCAL COST FINANCING (JUN 1993)	26
3 14	PUBLICATIONS (AUG 1992)	28
3 15	USE OF POUCH FACILITIES (AUG 1992)	29
3 16	CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOV 1985)	30
3 17	PUBLIC NOTICES (AUG 1992)	31

LAG-A-00-98-00020-00

	TABLE OF CONTENTS	PAGE
ATTACHMENT 4		32
STANDARDS FOR USAID-FUNDED PUBLICATIONS		32
STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS		34

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

(a) The effective date of this Agreement is the date of the Cover Letter and the estimated completion date is 12/31/1998

(b) Funds obligated hereunder are available for program expenditures for the estimated period beginning January 1, 1998 through December 31, 1998

1 3 AMOUNT OF AWARD AND PAYMENT

(a) USAID hereby obligates the amount of \$400,000 00 for the purposes of this Agreement

(b) Payment shall be made to the Recipient by - Periodic Advance in accordance with procedures set forth in 22 CFR 226 22

1 4 BUDGET

The following is the Agreement Budget, including local cost financing items if authorized Revisions to this budget shall be made in accordance with 22 CFR 226 25

BUDGET

1/01/1998 to 12/31/1998

<u>Cost Line Item</u>	<u>Amount</u>
Uncensored Cuba	\$400,000
USAID Agreement Amount	400,000
Recipient Cost Share	<u>40,000</u>
TOTAL ESTIMATED PROGRAM AMOUNT	\$440,000

1 5 REPORTING AND EVALUATION

1 5 1 Financial Reporting

In keeping with the requirements established in 22 CFR 226 52, the Recipient is required to (a) submit an original and two copies of a "Request for Advance or Reimbursement", SF 270, on a monthly basis to

US AGENCY FOR INT'L DEVELOPMENT
M/FM/CMP/MP
Room 7 07-095 RRB
Washington, DC 20523

The additional copies shall be submitted as follows one copy each of SF 270 to the USAID Senior Advisor for Cuba, LAC/AA, RRB, Room 5 08-036, Washington, DC 20523, and one copy each of SF 270 to the cognizant Agreement Officer, M/OP/B/LA, RRB, Room 7 09-103, Washington, DC 20523-7100 The Request for Advance or Reimbursement reports shall be in keeping with the Financial Reporting requirements and shall be in accordance with 22 CFR 226 22 entitled "Payment"

(b) Prepare a "Financial Status Report" SF 269a, on an accrual basis and submitted quarterly in an original and two copies to USAID, Office of Financial Management, M/FM/CMP/MP, Room 7 07-095, RRB, Washington, DC, 20523 A final SF269a report shall be submitted within 90 days of completion of this Agreement An additional copy of each SF269a shall be submitted to the cognizant Agreement Officer, M/OP/B/LA, Room 7 09-103, RRB Washington, DC 20523-7100 The Financial Status Reports shall be in keeping with the financial reporting requirements and shall be in accordance with 22 CFR 226 52 entitled, "Financial Reporting"

1 5 2 Monitoring and reporting program performance

(a) Requirements The Recipient shall submit an original and one copy of a brief quarterly program report to the address listed in the Cover Letter In addition, one copy shall be submitted to USAID/PPC/POL/CDIE Room M 01-010, RRB, Washington, DC 20523-1802 A final performance report is also required

(b) Contents The quarterly program report shall briefly present the information contained in 22 CFR 226 51(d) It states

"Performance reports shall generally contain for each award, brief information on each of the following

- (1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator or both Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs
- (2) Reasons why established goals were not met, if appropriate
- (3) An illustrative list of titles of publications and videos shall be included in Quarterly Performance Reports

(4) Include, as an attachment, a copy of materials distributed such as brochures and the like

(5) Copy of any insurance policy(ies) deriving from this agreement

(6) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs

1 5 3 Final Report

Within 90 days following the estimated completion date of this Agreement, (see Section 1 2 above), the Recipient shall submit a final report to the USAID Senior Advisor for Cuba, RRB, Room 5 08-036, Washington, DC 20523, who shall forward one copy of the final report to USAID, CDIE/DI, Washington, DC 20523

The Recipient shall also submit one copy of the final report to the cognizant Agreement Officer, M/OP/B/LA, RRB, Room 7 09-103, Washington, DC 20523 The report shall cover the entire period of the Agreement and include all information shown in Section 1 5 2, specifically including but not necessarily limited to

- (1) A summarization of the program s accomplishments or failings,
- (2) An overall description of the activities under the program during the period of this Agreement,
- (3) A description of the methods of work used,
- (4) Comments and recommendations regarding unfinished work and/or program/continuation and direction, and,
- (5) A fiscal report that describes in detail how the Agreement funds were used

1 5 4 Special Reports

Between the required program performance reporting dates, events may occur that have significant impact upon the program In such instances, the Grantee shall inform the USAID Project Officer as soon as the following types of conditions become known

- (1) Problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of work units by established time periods This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any USAID assistance needed to resolve the situation,
- (2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected,

(3) If any performance review conducted by the Recipient discloses the need for change in the budget estimates in accordance with the criteria established in 22 CFR 226.25, the Recipient shall submit a request for budget revision to the Agreement Officer and the USAID Senior Advisor to Cuba

1.6 SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

It is understood and agreed that USAID will be substantially involved during the performance of this Cooperative Agreement as follows

Workplan The USAID Senior Advisor for Cuba shall be consulted during the development of the workplan and shall have the right to approve the initial workplan and any revisions to it which involve the use of USAID funds. The recipient shall provide the names, addresses and functions of each organization, together with information on whether the organization is independent not an agency or instrumentality of the Cuban government. USAID approval of the plan, in whole or in part, including approval of assistance to or through particular nongovernmental organizations, will be determined after consultation with the Department of State. The USAID Senior Advisor for Cuba shall review and approve the evaluation of accomplishments. The USAID Senior Advisor must also approve any changes in the direction or development of specific objectives of the USAID supported activities of this program.

Key Personnel The USAID Senior Advisor for Cuba shall approve, in advance the selection of any key personnel and any alternate(s)

Monitoring and Evaluation Plans The USAID Senior Advisor for Cuba shall approve evaluation plans, and monitoring progress toward the achievement of program objectives during the course of the Cooperative Agreement

1.7 KEY PERSONNEL

The key personnel which the Grantee shall furnish for the performance of this Agreement is as follows

POSITION	NAME
Executive Director	Frank Calzon

The personnel specified above is considered essential to the work being performed hereunder. Prior to selecting or replacing any of the specified individual, the Recipient shall notify both the cognizant USAID Agreement Officer and the cognizant USAID Senior Advisor for Cuba reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement shall be made by the Recipient without the written consent of the Agreement Officer.

1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22 CFR 226.30 through 37.

The Agreement Officer hereby approves the purchase of tangible nonexpendable general and special purpose personal property (equipment) including exempt property charged directly to the award having a useful life of less than one year and an acquisition cost of \$5,000 or less per unit. The Agreement Officer must approve the purchase of tangible nonexpendable general and special purpose personal property (equipment) including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Approval is subject to programmatic constraints as deemed appropriate by the cognizant Agreement Officer.

The prior approval for property with a useful life of less than one year and less than \$5,000 per unit is subject to the authorized geographic code below.

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935 (Special Free World) USAID Geographic Code 935 includes any area or country in the Free World, including the cooperative country, Cuba vis-a-vis the Cuban Democracy Act of 1992.

In accordance with the Cuban Democracy Act, Cuba is considered an eligible source for those procurements necessary to carry out the specific, narrow purpose of this Agreement. In addition, the U.S. Treasury Department has issued USAID License No. C-18212 and Amendment No. C-18212-A thereto, authorizing the Agency to carry out the full range of activities under this Agreement.

1.10 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefit	25%	1/	3/	4/
Overhead Rate	24%	2/	3/	4/

- 1/ Base of Application: Total Salaries
- 2/ Base of Application: Total Direct Program Costs excluding participant travel and humanitarian assistance (e.g., emergency pass-thru funds for food and medicine, medical supplies, etc.)
- 3/ Type of Rate: Provisional
- 4/ Period: January 1, 1998 until amended

1 11 RESOLUTION OF CONFLICTS

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

- Attachment 1 - Schedule
22 CFR 226
- Attachment 3 - Standard Provisions
- Attachment 2 - Program Description

1 12 COST SHARING

The Recipient agrees to expend an amount not less than 10% of the total Federal contribution. Cost sharing contributions will meet the criteria as set out in 22 CFR 226.23

1 13 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 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 14 PAYMENT OFFICE

US AGENCY FOR INTERNATIONAL DEVELOPMENT
M/FM/CMP/MP
Room 7 07-095 RRB
Washington DC 20523

1 15 GRANT ADMINISTRATION OFFICE

The post-award grant administration office is the U S Agency for International Development, M/OP/B/LA, RRB, Room 7 09-103, Washington, DC 20523-7100 The cognizant Agreement Officer is Dana P Doo-Soghoian, Agreement Officer, and may be contacted at 202 712-5671

1 16 PROJECT OFFICE

The Project Office is the U S Agency for International Development, LAC/SPM RRB, Washington, DC 20523 The cognizant Project Officer is the USAID Senior Advisor for Cuba, David Mutchler, and may be contacted at 202-712-4742

1 17 SPECIAL PROVISIONS

1 This Cooperative Agreement is made pursuant to the authorities of the Cuban Democracy Act 22 U S C 6001 et seq , Sec 6004, ("CA") and the Cuban Liberty and Democratic Solidarity (Libertad) Act of 1996, 22 U S C Sec 6021 et seq , Sec 6039 ("Libertad Act") Activities authorized and financed under this Cooperative Agreement are governed and limited by the terms of the CDA and the Libertad Act

2 The CDA and the Libertad Act authorize assistance through nongovernmental organizations to support individuals and independent nongovernmental organizations to promote peaceful, nonviolent democratic change in Cuba through various types of democracy-building efforts for Cuba The Recipient agrees that funds made available under this Cooperative Agreement will only be utilized for peaceful, nonviolent activities, in accordance with the CA and the Libertad Act

3 No funds or assistance under this Cooperative Agreement may be provided to the Cuban Government, as stated in the Libertad Act The Libertad Act 22 U S C Sec 6023(1) and (5), defines "Cuban Government" as including the government of any political subdivision of Cuba, and also any "agency or instrumentality" of the Government of Cuba, as these terms are further defined in 28 U S C Sec 1603(b) Section 1603(b) states that an organization which is either a) an "organ of a foreign state or political subdivision thereof" (here an organ of the Cuban Government), or b) "a majority of whose shares or other ownership interest is owned by a foreign state or political subdivision thereof" is an "agency or instrumentality of a foreign state," thus ineligible for funding under this Cooperative Agreement Employees of the Government of Cuba, as defined above, are also ineligible for assistance under this Cooperative Agreement while working in their official capacities However, such persons, while not working in their official capacities as employees of the Cuban Government, are considered as individuals and are eligible for assistance Furthermore merely providing information on transitions to democracy human rights and market economies to individuals who are Cuban Government employees is not considered assistance to the Cuban Government because the information is offered to these persons as individuals and does not benefit the current Government of Cuba

4 The Conference Report to the Libertad Act, H R 104-468, page 50, clarifies that "incidental payments or indirect benefits to commercial or regulatory entities of the Cuban Government, e g , payments for hotels, car rental, travel or transportation to or within the island, purchases of other goods or services in the local economy, customs fees, migration fees, or other comparable government charges" are not considered to be assistance to the Cuban Government which is prohibited by the Libertad Act

5 The Recipient shall take all reasonable steps necessary to ensure that the above special provisions 1-4 are followed Violation of special provision no 2 above is grounds for termination of this Cooperative Agreement for cause and disallowance of costs incurred Violation of special provision 3 may lead to disallowance of costs incurred

LAG-A-00-98-00020-00

Attachment 2

ATTACHMENT 2

PROGRAM DESCRIPTION

The Recipient's proposal entitled "Uncensored Cuba" and dated December 11, 1997 and the Program Description (Attachment 2) are hereby incorporated and made a part of this Award

14

PROGRAM DESCRIPTION

Summary

The Recipient will provide support for democracy building program that attempts to break the Cstron government's monopoly of information by providing Cubans with literature on transition to democracy and market economics, to support and strengthen the emerging civil society in Cuba, and to encourage the international community to lay an active role in promoting human rights and a transition to democracy on the island

Specifically, the Recipient will

1) Publish books, brochures and videos, and distribute them inside Cuba. All materials will be in Spanish and will include analysis of the transition to democracy and market economics that took place in Europe, Latin America, and Asia, "samizdat" writings by Cuban human rights activists, biographies and writing of such democratic leaders as Vaclav Havel, Pope John Paul II, Lech Walesa, and others, copies of the Universal Declaration of Human Rights, a collection of essays on peaceful disobedience by such leaders as Martin Luther King and Mahatma Gandhi, a booklet on civil-military relations in Latin America and the former Soviet empire, focusing on the settlements between the military and political forces that facilitated the transition to democracy, and a collection of quotations from Pope John Paul II on issues of human rights, freedom of assembly, civil society, and related themes

2) Encourage and strengthen civil society by sponsoring trips to Cuba by individuals--many of them Spanish speaking--who have experienced first-hand the transition to democracy in their home countries, as well as by people knowledgeable about the functioning of a free press, the labor movement, and other elements of a free and open society

3) Provide (non-cash) material assistance for Cuba's pro-democracy movement. The program will provide material assistance to various elements of Cuba's nascent civil society, including independent doctors, economists, lawyers, human rights activists, and religious leaders. Assistance will include laptop computers, typewriters, fax machines, copiers, short-wave radios, cameras, tape recorders, carbon paper, etc. At least 12 visitors to the island will hand-deliver equipment which will be purchased in accordance with USAID regulations. Distribution on the island of equipment and publications will be made via the Center's Santiago de Cuba, Santa Clara, Camaguey, Cienfuegos, Matanzas and other provinces. USAID funding will cover transportation costs for travel to and from Cuba as well as in-country travel expenses. Travelers returning to the U S or to third countries will certify in writing the items they have delivered as well as the expenses involved.