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|---|--|--|---|
| CONTRACT/AGREEMENT DATA SHEET | | 1. M/SER/AAM/A/SUP Action Monitor | 2. Date PIO/T Received in M/SER/AAM/A/SUP 1 1 |
| COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS | | | |
| 3. Contract/Agreement/Number 513-598-0642-A-00-9057-00 | | PDFBS 510 | |
| 4. Contractor/Recipient Name CORPORACION DE PROMOCION UNIVERSITARIA | | 5. Contractor Acronym C.P.U. | |
| 6. Project Title ADMINISTRATION OF JUSTICE | | 7. Project Number 598-0642.20 | |
| 8. Project Officer's Name FRITZ, P. | | 9. Bureau or USAID Symbol USAID/CHILE | |
| 10. PIO/T Number 513-598-0642-3-90006 | | 21. Budget Plan Code LES9-89-25513-KG12 | |
| 11. TYPE OF ACTION A. New Acquisition/Assistance B. Amendment/Modification 1. New/Revised Scope 2. Funded Extension 3. No Cost Extension 4. Transfer of action from AID/W to Mission/Mission to AID/W 5. Incremental Funding 6. Overhead Rate Adjustment 7. Contract Closeout 8. Other A | | 22. Country or Region of Performance CHILE | |
| C.FPR or FAR <u>N/A</u> | | 23. A. This Action Increases or Decreases TEC by \$ <u>— 0 —</u> B. Total Estimated Cost of Contractual Document \$ <u>200,000</u> | |
| 12. Amount of this PIO/T U.S. \$ <u>200,000</u> | | 25. Effective Date of this Action 4, 4, 89 | |
| 13. Amount <input checked="" type="checkbox"/> Obligated <input type="checkbox"/> Subobligated <input type="checkbox"/> Deobligated by this Contract or Amendment U.S. \$ <u>200,000</u> COORS Section | | 26. Estimated Completion/Expiration Date 9, 30, 90 | |
| 14. Cumulative Obligation (Life of Contract) U.S. \$ <u>200,000</u> | | 27. Contractor DUNS Number N/A | |
| 15. This Action Funded Through 9, 30, 90 | | 28. Consultant Type Award <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | |
| 16. Date Contractual Documents Signed by AID Official 4, 4, 89 | | 29. Number of Person Months (PASA/RSSA only) N/A | |
| 17. Incrementally Funded Contracts <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | 30. Number of Persons (PASA/RSSA only) N/A | |
| 18. Host Country/Counterpart Institution (University Contracts) N/A | | 31. CONTRACT TYPE A. Fixed Price (specify: <input type="checkbox"/> FFP <input type="checkbox"/> FPRD <input type="checkbox"/> FPEPA <input type="checkbox"/> FPI) <input checked="" type="checkbox"/> D B. Cost Reimbursement (specify: <input type="checkbox"/> CP <input type="checkbox"/> CPFF <input type="checkbox"/> CS <input type="checkbox"/> CPAF <input type="checkbox"/> CPIF) C. IOC and Requirements Contracts D. Grant/CA/PASA/RSSA E. Contracts with Individuals | |
| 19. Campus Coordinator (University Contracts) N/A | | | |
| 20. ADVANCE A. No Advance <input type="checkbox"/> B. Advance Non-FRLC C. Advance FRLC | | 32. Negotiator's Typed Name GRANJA, H | |
| 33. Negotiator's Signature | | 34. Date Signed 4, 4, 89 | |
| 35. Contract/Grant Officer's Organization Symbol RCO / QUITO | | 36. Contract/Grant Officer's Signature | |
| | | 37. Date Signed 4, 4, 89 | |

38. SUBJECT TO STATUTORY REQUIREMENT

A. Walsh-Healey Act, Manufacturer*
 B. Walsh-Healey Act, Regular Dealer*
 C. Service Contract Act
(U.S. ONLY - Guards, Maintenance, Laborers)
 D. Davis-Bacon Act *(Construction)*
 E. Not subject to Walsh-Bacon Act
(Most AID Contracts)

N/A

46. LABOR SURPLUS AREA PREFERENCE

Labor Surplus Area
 A. No Preference
 B. Tie Bid Preference
 C. Total Set Aside
 D. Not a Labor Surplus Area Preference Award

N/A

*Equipment, Supplies, Materials, and Commodities
39. Country of Manufacture

N/A

47. TYPE (BUSINESS

A. Source: Non-U.S. and Used
 Outside U.S. & Possessions
 B. Source: Non-U.S. and Possessions
(Foreign Purchases Used Inside U.S.)
(If U.S. Source, complete C through Q)
 C. Firm - Profit Making & PSC's

Non-Profit Organizations
 D. Private Educational Organizations
 E. Hospitals
 F. Research Institutions, Foundations, and Laboratories
 G. Other

Private Voluntary Organizations
 H. U.S. Registered
 I. U.S. Non-Registered
 J. Foreign

State/Local Government
 K. Educational Institutions
 L. Hospitals
 M. Research Organizations
 N. Other

O. International Agricultural Research Organizations
 P. Public International Organizations
 Q. U.S. Cooperatives

G

40. CURRENCY INDICATOR

A. U.S. Dollar
 B. Local Currency
 C. Combination
 D. Unfunded

A

41. SUBCONTRACTS
 Is there a provision for a subcontract? *(Contracts only)*

YES NO N/A

42. TYPE OF SERVICE

A. Training of Participants
 B. Technical Assistance to Host Country
(Program, Project related except A&E Services)
 C. A&E Services
 D. Construction
 E. Research
 F. Technical Services to AID
(other than training; usually operating expense)
 G. Training Service for AID
 H. Equipment, Materials, Supplies, Commodities
 I. Transition Service

B

43. CONTRACT/AGREEMENT SOURCE

A. U.S. Contractor/Grantee
 B. Non-U.S. Contractor/Grantee
 C. Combination of A & B

B

48. Women Owned Business?

YES NO

44. TYPE OF AMERICAN OWNERSHIP
(U.S. Persons or Firms Only)

Minority
 A. Asian/Pacific Islander
 B. Black American
 C. American Aleuts or Eskimos
 D. American Indian
 E. Hispanic

G. Non-Minority

N/A

49. TYPE OF AWARD

Small Business
 A. Not Set Aside
 B. Partial Set Aside
 C. Total Set Aside
 Other Than Small Business
 D. Personal Service Contract
 E. Individual Non-Personal Service Contract
 F. U.S. Government
 G. University
 H. Non-Profit Organizations and PVOs
 I. Large Businesses

H

45. METHOD OF SOLICITATION

A. Sealed Bid
 B. Competitive Proposal
 C. Combination/Competition
 D. Other Competition
 E. Noncompetitive

E

50. Paying Office:
 Payment will be made by
 AID/CHILE

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51. SYNOPSIS PRIOR TO AWARD

A. Synopsized prior to awards
 B. Not synopsized due to emergency
 C. Not synopsized for other reasons

52. COMPETITIVE SOLICITATION PROCEDURES

A. Normal full and open competition*
 B. Architect - Engineer
 C. Basic Research Proposal
 D. Multiple Award Schedule
 E. Alternate Source - Reduced Cost
 F. Alternate Source - Mobilization
 G. Alternate Source - Engineering/R&D Capability
 H. Small Business Set-Aside
 I. Labor Surplus Area Set-Aside
 K. LSA/Small Business Set-Aside
 L. Other than full and open competition
 M. Small Purchases
 N. 8(a) Program
 P. Otherwise authorized by statute
 *If, 'A', block 57 must be completed

N/A

53. NUMBER OF OFFERORS

1. Only one offeror
 2. More than one offeror

54. APPLICABILITY OF COMPETITION IN CONTRACT ACT (CICA)

1. Pre-CICA
 2. Post-CICA

55. AUTHORITY FOR OTHER THAN FULL & OPEN COMPETITION

A. Unique Source
 B. Follow-on Contract
 C. Unsolicited Research Proposal
 D. Patent/Data Rights
 E. Utilities
 F. Standardization
 G. Only One Source - Other
 H. Urgency
 J. Mobilization
 K. Essential R&D Capability
 L. International Agreement
 M. Authorized by Statute*
 N. Authorized Resale
 P. National Security
 Q. Public Interest
 *If 'M', block 56 must be completed

56. SPECIAL AUTHORITY FOR NON-COMPETITIVE ACTIONS
(Impairment of Foreign AID Programs) Authorized Under AIDAR
 Sec. 706.302.70(b)(3)

1. PSC's Awarded Under Sec. 636(a)(3)
 2. An Award of \$100,000 or Less by an Overseas Contracting Activity
 3. Written Determination by Assistant Administrator or Administrator
 4. None of the above.

57. SPECIAL SELECTION PROCEDURES

1. University Selection Procedures
 2. Collaborative Assistance Procedures
 3. None of the above



April 4, 1989

**DUPLICATE
ORIGINAL**

Mr. Eduardo Hill
Executive Director
Corporacion de Promocion Universitaria
Av. Miguel Claro 1460
Santiago - Chile

Subject: Cooperative Agreement No. ~~513~~-598-0642-A-00-9057-00

Dear Sirs:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to Corporacion de Promocion Universitaria (hereby referred to as "CPU" or "Recipient"), the sum of \$200,000 to support the recipient's efforts to promote better understanding and consensus on the importance of an independent judiciary and the administration of justice in Chile as described in the Schedule of this Cooperative Agreement and the Attachment 2, entitled "Program Description."

This Cooperative Agreement 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, 1990.

This Cooperative Agreement is made to CPU 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.

BEST AVAILABLE DOCUMENT

Please sign the original and each copy of this letter to acknowledge your receipt of the cooperative agreement, and return the original and all but one copy to the Regional Contracting Office, Quito, Ecuador (you may do this via the USAID Representative, Mr. P. Fritz).

Sincerely yours,


James J. Dunlap
Regional Agreement Officer

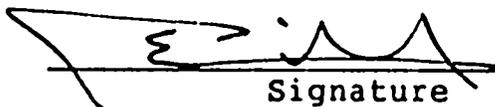
Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:

Corporacion de Promocion Universitaria

BY:


Signature

NAME: Eduardo Hill

Title: Executive Director

Date: April 10th 1989

FISCAL DATA

| | |
|--------------------------|-----------------------------|
| Appropriation: | <u>72-119/01037</u> |
| Budget Plan Code: | <u>LES9-89-25513-KG12</u> |
| PIO/T No: | <u>513-598-0642-3-90006</u> |
| Project No: | <u>598-0642.20</u> |
| Total Estimated Amount: | <u>\$200,000</u> |
| Total Obligated Amount: | <u>\$200,000</u> |
| Duns No.: | <u>N/A</u> |
| Reservacion Control No.: | <u>H900003</u> |

Funding Source: A.I.D./W USAID X

BEST AVAILABLE DOCUMENT

SCHEDULE

A. Purpose of Cooperative Agreement

The purpose of this Agreement is to support the recipient's efforts to promote better understanding and consensus on the importance of an independent judiciary and the Administration of Justice in Chile.

B. Period of Agreement

The effective date of this Agreement is the date of the cover letter. The expiration date of this Cooperative Agreement is September 30, 1990.

C. Amount of Agreement and Payment

1. AID hereby obligates the amount of US\$200,000 (Two Hundred Thousand U.S. Dollars) for purposes of this agreement.
2. Payment shall be made to Recipient in accordance with procedures set forth in Optional Standard Provision No. 1 entitled "Payment - Periodic Advance." All disbursements will be made in local currency. Local cost financing is therefore authorized.
3. All disbursements by AID are conditional upon understandings set forth in Paragraph F. "Substantial Involvement Understandings", of this Attachment 1.

D. Financial Plan

The following is the Agreement Budget. Revisions to this Budget shall be made in accordance with Standard Provisions of this Agreement, entitled "Revision of Grant Budget".

ESTIMATED BUDGET PLAN
(US\$)

| <u>LINE ITEMS</u> | <u>AID</u> | <u>CPU</u> | <u>Total</u> |
|------------------------------------|------------|------------|--------------|
| I. Salaries | 48,114 | 18,486 | 66,600 |
| II. Fees for Professional Services | 40,620 | 7,560 | 48,180 |

| <u>LINE ITEMS</u> | <u>AID</u> | <u>CPU</u> | <u>Total</u> |
|---|---------------|------------|---------------|
| III. Office facilities, travel and support | 91,266 | 40,860 | 132,126 |
| IV. Pilot Diagnostic for Judicial Administrative Improvement | <u>20,000</u> | <u>-0-</u> | <u>20,000</u> |
| Total \$ | 200,000 | 66,906 | 266,906 |

The recipient shall, provide AID with a copy of the financial audit conducted as of December 31, 1988.

E. Reporting

CPU shall provide AID with quarterly financial program performance reports and a final report which briefly present the following information:

1. The status of funds on an accrual basis.
2. A comparison of actual accomplishments with the goals established for the period.
3. Reasons why established goals were not met.
4. Other pertinent information including, when appropriate, analysis and explanation of costs overruns or high unit costs.

Three copies of each report shall be submitted to the office of AID Representative, U.S. Embassy, Santiago.

F. Substantial Involvement Understandings

This agreement provides for substantial AID involvement in the following ways:

- (a) CPU will establish an executive oversight committee with membership and functional role acceptable to AID.
- (b) CPU will enter into a collaborative agreement acceptable to AID with the national association of magistrates regarding the participation of the association and the Institute for Judicial Studies in the implementation of this project.

(c) CPU will provide to AID for its approval prior to September 30, 1989 a detailed workplan and budget for implementing the project component directed at judicial administrative improvement.

(d) The AID financed positions of project coordination, training methodology advisor, and training administrative assistant will be filled by individuals with qualifications acceptable to AID.

G. Title to Property

Title to property purchased under this agreement shall vest in the Recipient.

PROGRAM DESCRIPTION

CHILE : Administration of Justice Program

I BACKGROUND

The recipient of this grant, the Corporación de Promoción Universitaria ("CPU"), is a non-profit institution established in 1968 principally to advance the role and work of the university in Latin America. Among other things, in recent years CPU has developed its own program in Rights and Justice including the following activities:

- Published research on the "Chilean Juridical Culture".
- A series of seminars on juridical teaching in Chile.
- A roundtable meeting in penal investigation in Chile; and
- Empirical research on juridical culture in Chile.

Through these efforts, CPU has established a reputation for its professional, well balanced approach and is recognized as a leader in judicial studies and training among the Chilean legal academic and professional community. CPU has also established a close working relationship with the national association of magistrates, a privately organized professional society encompassing about 90 percent of the professional employees of the national judicial system.

The national association of magistrates is organizing and supporting the creation of an Institute of Judicial Studies ("Institute"). The Institute will provide a future capacity for in-service training of judges and judicial staff to assure skills up-grading on a continuing basis. The Institute and CPU have collaborated in past efforts for judicial training. Part of the host country contribution towards this project, in fact, will be provided through in-kind services provided by the Institute.

II. PURPOSE

The purpose of this grant is to support the efforts of CPU and the private national association of judges to promote better understanding and consensus on the importance of an independent judiciary and the administration of justice in a democratic society. To achieve this purpose, the grant's general objectives are to:

1. Through research and studies, improve understanding of the workings of the Chilean judicial system and, through the development of specific proposals, identify future activities that are important for the further improvement of the administration of justice under a democracy.
2. Through studies and practical experiences, develop the basis for a future judicial training program in Chile.
3. Promote a higher degree of awareness and appreciation among the judges and employees of the judicial system about skills and abilities appropriate to the better functioning of the administration of justice.

CPU's grant proposal of December 1988 describes eight (8) specific objectives that will be pursued in achieving these general objectives. The proposal in its entirety including the specific objectives therein, are hereby incorporated by reference as part of this Program Description.

III. OPERATING FEATURES

CPU will achieve the objectives of the grant principally through the activities described below.

A. Studies

The studies and investigations to be financed by this grant will concentrate on two aspects: (1) juridical culture of the judicial system and the structure, organization and functioning of the courts; and (2) judicial training. The grant proposal describes these topics in greater detail.

Three types of activities are envisaged under the studies component: (1) designs for future research projects; (2) analytical reports on topics relevant to program objectives; and (3) consensus building roundtable discussions designed to improve understandings of topics

relevant to program objectives. For purpose of budget preparation, it is estimated that four (4) study designs, six (6) analytical reports, and three (3) roundtables will be carried out under this grant. Within budget constraints and with the written concurrence of A.I.D., CPU may adjust the planning levels of the individual study activities based on changing needs as the program evolves during implementation.

B. Training

CPU will develop training materials and carry out short term training seminars, workshops, and courses for judiciary personnel and their administrative support staff. For budget purposes, it is estimated that five (5), one day seminars and three (3), three day workshops will be financed under the grant. Each event will be directed at 30 participants. Thus, a total of 240 judges and court legal assistants (secretarios de tribunales) will receive formal training. In addition, the grant will help finance the preparation and distribution of correspondence course type materials and training aids for juridical personnel throughout Chile. Finally, short courses will be developed for other employees of the judicial system. For purposes of budget, it is estimated that six (6) such courses consisting of twelve one to two hour sessions will be developed with the attendance of thirty participants at each course.

All training will be carried out in close collaboration with the national association of magistrates and its Institute of Judicial Studies. The training approaches to be followed are described in more detail in CPU's proposal. Within budget constraints and with the written concurrence of A.I.D., CPU may adjust the planning level of individual training activities based on changing needs as the program evolves during implementation.

C. Court Administration

Many of the various study and training activities carried out under the grant will touch on administrative aspects of the functioning of Chile's courts. In order to pull together conclusions and recommendations about the administration of the court system that are generated by these activities, and to complement this information with additional analyses and

detail as needed, A.I.D. has requested CPU to set aside \$ 20,000 of grant funds to cover a pilot diagnostic effort. It is tentatively estimated that this additional effort will likely be directed at a study of the budgetary process and financial planning/management at the court level.

However, the details of this pilot are best determined only after the overall program is underway and the need for complementary information can be assessed more accurately. Accordingly, by no later than September 30, 1989, CPU will present to A.I.D. for its review and approval a detailed work plan, including a budget and schedule, for carrying out this pilot.

D. Observational Travel

The United States Government, through the International Visitors (IV) program of the U.S. Information Service, has been sponsoring study programs that permit Chilean judges to observe first hand the U.S. judicial system, judicial training, and court administration procedures. Such observational visits directly contribute to consensus building on the importance of an independent judiciary and provide working examples of management practices and techniques to improve the efficiency of court administration.

A.I.D. has requested that CPU set aside \$ 25,000 of grant funds to help finance the travel costs of the next group of judges to attend the USIS IV program. It is estimated that ten (10) participants will travel in May, 1989 under this component of the grant. The selection of the judges will follow normal USIS procedures. CPU will be advised in writing about the airline tickets to be purchased.

IV. PROJECT ORGANIZATION

As Grantee, CPU will be responsible for carrying out the program described herein and in complying with all other terms and conditions of this grant. CPU will provide A.I.D. with a copy of its agreement with the national association of magistrates regarding the collaboration of the Institute for Judicial Studies in the training aspects of this program.

CPU will organize an oversight Executive Committee to provide general direction, guidance, and orientation during project implementation. The committee shall be appropriately representative of the judicial and academic

community and shall be acceptable to A.I.D. It is envisaged that the committee shall be composed of one representative of CPU, three members of the judicial sector and three members from the academic community. The committee shall meet approximately twice monthly.

The day-to-day operation and coordination of the project shall be carried out by an Executive Secretary (Project Coordinator) who shall have as staff a training methodology advisor and an administrative assistant.

V. EVALUATION

With funds other than those provided under this grant, A.I.D. may carry out an independent evaluation of the results of this program. CPU shall collaborate with A.I.D. and its consultants in the assessments necessary for such an evaluation. The periodic narrative progress reports prepared by CPU will be a major source of information for the evaluation and, accordingly, should be detailed enough to provide both quantitative and qualitative information on the achievement of the eight specific objectives set forth in the proposal.

Similarly, CPU shall incorporate evaluation procedures in each of its training activities in order to have immediate feedback on the perceived effectiveness of the training by each participant. The oversight provided by the CPU Project Director and its Executive Committee shall also devote special attention to the evaluation of the results of this grant during their regular meetings.

Standard Provisions 1/

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

A. Mandatory Standard Provisions

- | | |
|-----------------------------------|-----------------|
| 1. Allowable Costs | (May 1986) |
| 2. Accounting, Audit, and Records | (May 1986) |
| 3. Refunds | (May 1986) |
| 4. Revision of Grant Budget | (May 1986) |
| 5. Termination and Suspension | (May 1986) |
| 6. Disputes | (November 1985) |
| 7. Ineligible Countries | (May 1986) |
| 8. U.S. Officials Not to Benefit | (November 1985) |
| 9. Nonliability | (November 1985) |
| 10. Amendment | (November 1985) |
| 11. Notices | (November 1985) |

B. Optional Standard Provisions

- | | |
|--|-----------------|
| 1. Payment - Periodic Advance | (November 1985) |
| 3. Air Travel and Transportation | (May 1986) |
| 5. Procurement of Goods and Services | (May 1986) |
| 6. AID Eligibility Rules for Goods and Services | (May 1986) |
| 8. Local Cost Financing | (November 1988) |
| 10. Publications | (May 1986) |
| 12. Regulations Governing Employees | (May 1986) |
| 13. Participant Training | (May 1986) |
| 18. Title To and Use of Property (Grantee Title) | (May 1986) |
| 21. Cost Sharing (Matching) | (May 1986) |

1/ When these Standard Provisions are used for cooperative agreements, the following terms apply: "Grantee" means "Recipient", "Grant" means "Cooperative Agreement," and "AID Grant Officer" means "AID Agreement Officer."