PROGRAM: AFRICA REGIONAL 6859801

ACTIVITY DATA SHEET PD-AAI-615-A1

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CP 81-06 (8-79)

TITLE	FUNDS	PROPOSED OBLIGATION (In thousands of dollars)		
Human Rights Fund for Africa	Selected Development Activities	FY 81 100		LIFE OF PROJECT Continuing
NUMBER Various GRANT [X] LOAN [ ]	NEW [ ] CONTINUING [X]	PRIOR REFERENCE None	INITIAL OBLIGATION FY 1979	ESTIMATED FINAL OBLIGATION FY Continuing	ESTIMATED COMPLETION DATE OF PROJECT FY Continuing

Purpose: The project purpose is to promote observance of civil and political rights. Civil and political rights are identified in the Universal Declaration of Human Rights. Among the civil/political rights are those involving freedom from torture or cruel or inhuman or degrading treatment; freedom of expression, association, religion, and the press; the right to follow one's cultural traditions; and freedom of movement and residence.

Background and Progress to Date: The program was initiated in FY 79 and funded projects in 12 African countries, including those funds provided under the Sahel Development Program. The average grant was for $10,000, but an exception was made for the Dakar Institute for Human Rights Education. That grant was treated as a regional grant, because the Institute, Africa's first for the promotion of human rights, serves the entire Francophone community of Africa. The grant provided the Secretariat which materials to enabel it to begin operating, and also funded the first seminars organized by the Institute.

Additional projects in FY 79 were providing Human Rights materials to a new law school for civil servants in Guinea-Bissau and a three-month law graduate course on cooperative human rights problems, at the University of Togo.

The Human Rights Fund enables the U.S. Ambassadors to fund projects quickly to respond to host country initiatives for promoting civil and political rights. By beginning with relatively small grants, AID can fund "seed money" projects which will encourage host countries to develop and build upon already established activities.

Host Country and Other Donors: All African countries eligible for U.S. bilateral development assistance can participate. An important component is the self-help element, either financed or in kind, in order to demonstrate local support, either government or private, for the activity. We hope as a result of these demonstration projects, it will encourage local financing.

FY 81 Program: In FY 81 $300,000 is planned for human rights activities in approximately 30 African countries. Approved projects will establish dynamic, continuing activities for promoting civil and political rights.

Major Outputs: The overall output is the promotion of civil and political rights in the countries participating. The overall specific outputs are: increasing contact among those who are interested in human rights and development, increasing knowledge and information on human rights; developing interest in human rights, furthering advocacy, especially of minorities and disadvantaged groups; obtaining or maintaining human rights under development programs. Some specific examples of activities to be funded are seminars, conferences, and educational programs, local research or scholarship, training of those who want to encourage better human rights, assistance to local organizations which encourage better human rights observance, and ombudsman programs.

	($ thousands) FY 81
A.I.D. Financed Inputs:	
Other Costs:	100

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U.S. FINANCING (In thousands of dollars)	Obligations	Expenditures	Unliquidated
Through September 30, 1979	86	-	86
Estimated Fiscal Year 1980	300	150	
Estimated through September 30, 1980	386	150	236
		Future Year Obligations	Estimated Total Cost
Proposed Fiscal Year 1981	100	Continuing	Continuing

PRINCIPAL CONTRACTORS OR AGENCIES

N/A

PD-AAI-615-B1
6859801

AID Project No. 685-
Projet AID No. 980

Senegal

(2)

GRANT AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

SENEGALESE COMMITTEE FOR HUMAN RIGHTS

ACCORD DE SUBVENTION

ENTRE

LES ETATS-UNIS D'AMERIQUE

ET

LE COMITE SENEGALAIS DES DROITS DE L'HOMME

Dated: September 30, 1980

En Date du: 30 septembre 1980

Fiscal Data:
Appropriation: 72-11X1012
Allotment: 812-59-685-00-69-01

Date: le 30 septembre 1980

Entre

Les Etats-Unis d'Amérique
par l'intermédiaire de l'Agence
pour le Développement International
(AID)

Et

Le Comité Sénégalais des Droits
de l'Homme.

Article 1: L'Accord

L'objet du présent Accord est de fixer les conditions que doivent remplir les parties susmentionnées ("Parties") quant à l'exécution par le Bénéficiaire du Projet décrit ci-dessous et quant à son financement par les Parties.

Article 2: Le Projet

Section 2.1: Définition du Projet

Le projet consiste à assister le Comité Sénégalais des Droits de l'Homme dans la mise sur pied d'un enseignement des Droits de l'Homme au Sénégal et le développement de liens avec les organisations des Droits de l'Homme aux Etats-Unis. Dans cette tâche le Comité parrainera ce qui suit:

a. un voyage d'études aux Etats-Unis sur les Droits de l'Homme pour deux juristes sénégalais pour une durée d'un mois établissant des contacts avec les organisations publiques et privées américaines qui s'intéressent aux Droits de l'Homme ($9.500).

b. des tournées de conférences sur les Droits de l'Homme dans les régions du Sénégal afin de susciter l'intérêt des populations locales pour la création de comités locaux des Droits de l'Homme et pour la nomination des représentants locaux ($4.500).

Date: September 30, 1980

Between

The United States of America,
acting through the Agency for International Development (AID)

And

The Senegalese Committee for Human Rights

Article 1: The Agreement

The purpose of this Agreement is to set forth the understandings of the parties named above (Parties), with respect to the undertaking by the Grantee of the Project, described below, and with respect to the financing of the Project by the Parties.

Article 2: The Project

Section 2.1: Definition of the Project

The Project will consist in assisting the Senegalese Committee on Human Rights in the formation of human rights education within Senegal and in developing ties to United States human rights organizations. In this endeavor the Committee will sponsor the following:

a. Human rights study trip to the United States for two senegalese jurists for one month establishing contact with U.S. public and private organizations interested in human rights ($9,500).

b. Speaking tours on human rights in Senegal's provinces to arouse local interest and establish local human rights representatives ($4,500).

c. Production radio-télévisée sur les Droits de l'Homme ($1.500).

d. Publication de brochures sur les Droits de l'Homme ($500).

Section 2.2.: Le Financement

Pour aider le Bénéficiaire à financer les coûts de l'exécution du Projet, l'AID, conformément à la loi 1961 sur l'Aide Etrangère telle qu'elle a été amendée, accepte de financer le projet pour un montant qui ne doit pas dépasser 17.000 Dollars (Dix Sept Mille Dollars U.S.). La subvention peut être utilisée pour payer les frais en devises et les frais en monnaie locale des biens et services commes requis par le projet. (Se réferrer à la Section 4 Source d'Achat et la Section 5 Procédure des Décaissements.

Section 2.3: Gestion du Projet

(1) L'exécution des divers éléments du Projet sera sous la responsabilité de l'Institut de Formation en Droit de l'Homme, Dakar, Sénégal.

(2) L' AID peut, de temps à autre, émettre des lettres d'exécution au sujet de la mise en oeuvre du Projet, son financement, les évaluations et les rapports demandés.

(3) Avant la fin du projet, l'AID peut, après consultation avec le Bénéficiaire, émettre des lettres d'Exécution en précisant les périodes délimitées pour l'utilisation des fonds fournis par l'AID à titre d'assistance.

c. Radio/TV production on human rights ($1,500).

d. Publication of pamphlets on human rights ($500).

Section 2.2.: Financing

To assist the Grantee to meet the costs of carrying out the project, A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed $17,000 (Seventeen Thousand United States Dollars).
The Grant may be used to finance foreign exchange costs and local currency costs of goods, services and for seminars as required by the project.
(Refer to Section 4, Procurement Source and Section 5, Disbursement Procedures).

Section 2.3: Project Management

(1) Implementation of the various components of the Project will be the responsibility of the Institute for Human Rights Education, Dakar, Senegal.

(2) AID may, from time to time, issue Project Implementation Letters relative to project financing, implementation, evaluation and reporting.

(3) Within the overall Project Assistance Completion Date stated in this Agreement, AID, based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for utilization of funds granted by AID.

Article 3: Date d'Achèvement d'Assistance pour le Projet

a. La "Date d'Achèvement d'Assistance pour le Projet" (DAAP) à savoir le 31 Déc. 1982 ou toute autre date dont les Parties peuvent convenir par écrit, est la date à laquelle les Parties estiment que tous les services finances à ce titre auront été exécutés et que tous les biens financés pour l'exécution du Projet comme l'envisage le présent Accord, à moins que l'AID n'en convienne autrement par écrit.

b. Les demandes de décaissement, accompagnées de pièces justificatives nécessaires indiquées dans les Lettres d'Exécution du Projet, doivent parvenir à l'AID ou à la banque mentionnée à la Section 5.2. au plus tard neuf (9) mois après la DAAP ou toute autre période dont l'AID conviendrait par écrit. Après cette période, l'AID après avoir envoyé avis écrit au Bénéficiaire, peut à n'importe quel moment réduire le financement de tout ou partie de ce montant pour lequel les demandes de décaissement accompagnées des pièces justificatives nécessaires qu'indiquent les Lettres d'Exécution du Projet, n'auraient pas été reçues avant l'expiration de ladite période.

Article 4: Source d'Achat

Section 4.1.

Les décaissements seront uniquement utilisés pour financer les achats des biens et services nécessaires à l'exécution du projet ayant leur source et leur origine aux Etats-Unis ou au Sénégal, à moins que l'AID n'en convienne autrement par écrit ("Achat en monnaie locale").

Article 3: Project Assistance Completion Date

a. The Project Assistance Completion Date (PACD), which is Dec. 31, 1982 or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under this Grant will have been performed and all goods financed under this Grant will have been furnished for the Project as contemplated in this Agreement, except as AID may otherwise agree in writing.

b. Requests for disbursements, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by AID or any bank described in Section 5.2. no later than nine (9) months following the PACD, or such other period as AID agrees to in writing. After such period AID, giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary documentation prescribed in Project Implementation Letters were not received before the expiration of said period.

Article 4: Procurement Source

Section 4.1

Disbursements pursuant to this Grant will be used to finance the costs of goods and services required for the Project having their source in the United States or in Senegal, except as AID may otherwise agree in writing.

Section 4.2: L'Obtention des Articles en stock au Sénégal.

Malgré que les biens financés dans le cadre du Projet doivent avoir leur source et leur origine aux Etats-Unis ou au Sénégal comme décrit ci-dessus, les marchandises obtenues au niveau local et normalement importées au Sénégal et emmagasinées pour faire face à une demande générale peuvent être achetées pourvu que (1) elles aient été importées d'un pays du Code 899 (Monde Libre), (2) la valeur totale de la facture de chaque transaction ne dépasse pas en monnaie locale le montant de 2.500 dollars, et (3) l'ensemble de l'achat des articles en stock ne dépasse pas 10.000 dollars.

Section 4.2: Shelf-Item Procurement

Notwithstanding that goods financed under the Project shall have their source and origin in the U.S. or in Senegal, local procurement of commodities normally imported into Senegal and kept in stock to meet general demand may be purchased provided that (1) they have been imported from a Code 899 (Free World) country, and (2) the total invoice value of any single transaction does not exceed the local currency value of $2,500, and (3) the total of such shelf-item purchases does not exceed $10,000.

Article 5: Décaissements

Section 5.1: Décaissements des Achats en Devises

a. Le Bénéficiaire peut obtenir les décaissements des fonds au titre du financement des achats en devises des biens et services nécessaires à l'exécution du projet et ce, conformément aux termes du présent Accord.

(1) en présentant à l'AID, accompagnés des pièces justificatives nécessaires comme le stipulent les Lettres d'Exécution du Projet, (A) les demandes de remboursement de ces biens et services, ou (B) les demandes à l'AID d'achat des biens et services au nom du Bénéficiaire pour l'exécution du Projet, ou

(2) en demandant à l'AID d'émettre des lettres d'engagement pour des montants donnés directement à un ou plusieurs entrepreneurs ou fournisseurs engageant l'AID à payer ces entrepreneurs.

Article 5: Disbursement

Section 5.1: Disbursement for Local and Foreign Costs

a. The Grantee may obtain disbursements of funds under the Grant for goods or services required for the Project in accordance with the terms of this Agreement.

(1) by submitting to AID, with necessary supporting documentation as prescribed in Project Implementation Letters (A) requests for reimbursement for such goods or services, or (B) requests for AID to procure commodities or services in Grantee's behalf for the Project, or

(2) by requesting AID to issue Letters of Commitment for specified amounts directly to one or more contractors or suppliers, committing AID to pay such contractors or suppliers for such goods or services.

b. Les frais bancaires encourus par le bénéficiaire suite aux Lettres de cette Subvention pourront être financés dans le cadre de cette Subvention, à moins que le Bénéficiaire ne donne des instructions contraires à l'AID. Tout autre frais agréé par les deux intéressés pourra être financé dans le cadre de cette Subvention.
La dépense de fonds s'effectuera selon la pratique commerciale admise et selon les règles de dépenses et d'achat établies.

Quand cela sera nécessaire, l'AID fournira de temps à autre de plus amples informations détaillées concernant les procédures d'acquisition et de décaissement par des Lettres d'Exécution.

Article 6: Divers

Section 6.1: Communications

Tout avis, document ou autre communication fait par une Partie ou l'autre dans le cadre du présent Accord sera présenté par écrit, télégramme ou par télex, et sera considéré comme remis à l'envoyé lorsqu'il parviendra à la partie intéressée à l'adresse ci-après :

Au Bénéficiaire : Comité Sénégalais des Droits de l'Homme
s/c Mr. Ousmane GOUNDIAM
Procureur Général
près la Cour Suprême
Palais de Justice
Dakar, Sénégal

A l'AID : USAID/Sénégal
Immeuble BIAO
B.P. 49
ou
Ambassade des Etats-Unis d'Amérique
Télex 517 SG.

Section 6.2: Représentants

Aux fins du présent Accord, le Bénéficiaire sera représenté par la personne occupant le poste du Comité Sénégalais des Droits de l'Homme ou agissant en son nom et le donateur (AID) sera représenté par une

b. Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under this Grant unless Grantee instructs AID to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

Expenditure of this fund will follow good commercial practice and will be according to established procurement and expenditure regulations.

As necessary, AID will from time to time furnish more detailed information concerning acquisition and disbursement procedures by Implementation Letters.

Article 6: Divers

Section 6.1: Communications

Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee: Senegalese Committee for Human Rights
c/o Mr. Ousmane GOUNDIAM
Attorney General at the Supreme Court
Palais de Justice
Dakar, Sénégal

To AID: USAID/Senegal
Building BIAO
P.O. Box 49
or
American Embassy
Telex 517 SG

Section 6.2: Representatives

For all purposes relevant to this Agreement, Grantee will be represented by the individual holding or acting as President of the Senegalese Committee for Human Rights and Grantor will be represente

personne occupant le poste de Directeur de Mission ou agissant pour son compte, chacun d'eux pouvant, par écrit, désigner d'autres représentants à toutes fins autres que celle d'exercer le pouvoir au titre de la section 2.1 de réviser les éléments de la description du projet. Les noms des représentants du Bénéficiaire accompagnés des signatures spécimens seront communiqués à l'AID qui peut accepter comme dûment agréé n'importe quel document signé par ces représentants en application du présent Accord jusqu'à réception de l'avis écrit de révocation de leur autorité.

by the individual holding or acting in the Office of Mission Director, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under section 2.1 to revise elements of the project description. Names of the representatives will be provided to AID, which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of such authority.

Section 6.3.: Annexe Relative aux Dispositions Standard

Une "Annexe relative à la règlementation générale régissant le financement du Projet" (Annexe 2) ci-jointe au présent Accord, en fait partie.

Section 6.3: Standard Provisions Annex

A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

Section 6.4: Libellé de l'Accord

Le présent Accord est rédigé en Anglais et en Français. En cas d'ambiguité ou de conflit entre les deux versions, la version anglaise seule fera foi.

EN FOI DE QUOI, le Bénéficiaire et les Etats-Unis d'Amérique, chacun agissant par l'intermédiaire de son représentant dûment agréé, ont fait signer le présent Accord en leur nom et entre en vigueur à la date figurant avec leur signature.

Section 7.4: Language of Agreement

This Agreement is prepared in both English and French. In the event of ambiguity or conflict between the two versions, the English version will control.
IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative have caused this Agreement to be signed in their names and delivered as of the day and year above written.

SENEGAL

Par: _____
Ousmane GOUNDIAN

Titre: Procureur Général près la Cour Suprême

UNITED STATES OF AMERICA

By: _____
David SHEAR

Title: Director, USAID/Senegal

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(3)

AFRICAN HUMAN RIGHTS FUND - FY 79

Sahel:	1.	Ouagadougou - office furniture for caucus rooms of four parliamentary groups	$10,000
	2.	Niamey - training personnel for mental health	10,000
	3.	Dakar - Dakar Institute for Human Rights Education first seminars, set up Secretariat	25,000
			$45,000
HR Fund	4.	Monrovia - UN HR Conference	7,000*
	5.	Lome - $6,000 Barnes' 3-month course required for graduate law students on comparative HR problems; $5,000 for books, end of seminar conference	11,000
	6.	Guinea-Bissau - HR books, audio-visual equipment for new law school for civil servants	10,000
	7.	Gaborone - Social Studies Resource Pack: Human Rights Project	9,000*
	8.	Yaounde - Specialized collection of published material on HR for the library of the International Relations Institute of Cameroon (IRIC)	10,000
	9.	Brazzaville - Literary prize and publication of award-winning work on HR; guest lecturer in field of comparative law	10,000

10.	Mbabane - Books on civil and political rights, participatory management and development administration to the Parliamentary Library	$10,000
11.	Dar es Salaam - Scholarship for an officer in the Ministry of Foreign Affairs to study HR at Columbia Unviersity	10,000 + 1980 $3,000 supplintal
12.	Kinshasa - Office supplies and equipment to establish the permanent secretariat at CRIDHAC (Centre de Recherches Interdisciplinaires sur les Droits de l'Homme en Afrique Centrale)	9,000
13.	Accra - Legal aid for farmer, providing small workshops for senior law students and then sending them to selected villages to discuss basic land law and landlord/tenant problems	*14,000
	Grand Total ---	~~$145,000~~ 131,000

*Ghana's $14,000 total includes the original $10,000 grant, $3,000 in fallout funding from Liberia, and $1,000 in fall-out funding from Botswana.

FY 80 Human Rights Fund

685-9801 Senegal

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(4)

Benin: (a) Travel/study for a lawyer involved in the legal aspects of civil, economic and social rights of workers as well as family rights of women and children; $7,500. (b) Series of four lecture discussions on the subject of human rights; $1,000.

Congo: (a) Literary prizes and publishing costs for works dealing with human rights; $10,000. (b) Three person delegation from the Congolese Woman's Organization to meet and discuss "twinning possibilities" with the National Council of Negro Women; $20,000.

Ivory Coast: Seminar to train rural youth to help fellow villagers articulate, exercise and respond to civil and political issues; $5,000.

Kenya: Travel of four African lawyers to the Inter-African Union of Lawyers' Conference on Human Rights; $10,000.

Malawi: Travel of Malawian lawyer to the Commonwealth Law Conference; $2,000.

Nigeria: Symposium on "Human Rights and the Media" for Nigerian journalists and legal experts; $10,000.

Senegal: (a) Travel/Study for two jurists to establish contact with US organizations interested in human rights; $10,000. (b) Rural seminars to discuss human rights and establish local human rights organizations; $5,000. (c) Production costs of a radio/TV play on the Womens' Rights; $1,500. (d) Publication costs for pamphlets on various human rights issues; $500.

Somalia: Travel of three parliamentarians to establish contact with government officials and private human rights organizations; $15,000.

South Africa: (a) Support to the South African Council of Churches to sponsor a series of 10 seminars on the legal status of black women; $11,250. (b) Assistance to the Zingisa Education Project to supplement the inadequate education of black youths; $5,300. (c) Assistance to the Johannesburg Legal Aid Bureau which provides free legal services to those who cannot afford it; $12,000. (d) Assistance to the Black Education and Research Trust on behalf of the Soweto Teachers' Action Committee for research and counseling aimed at improving the quality of education in the black community of Soweto; $10,000. (e) Legal defense of political prisoners through the International Defense and Aid Fund

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for Southern Africa; $25,000.

Tanzania: Additional funding for a Tanzanian official studying international relations with an emphasis on human rights; $2,850.

Togo: Travel/study for 3 judges or judicial officials to focus on the independence of the US judiciary. The program will be followed by a joint US/Togolese conference on the courts; $17,500.

Uganda: Material support, probably in the form of ballot boxes, for a free and fair election. The agreement was purposely written to allow for another project should the Ambassador decide against supporting the election. $32,500.

Upper Volta: Travel/Study for 2 parliamentarians to attend the Legislative Program at the State University of New York and to meet with private human rights organizations; $13,000.

Zaire: Support for a regional conference on human rights; $3,200.

Zambia: (a) Publication of a dissertation on the subject of human rights in Zambia; $16,800. (b) Research materials for the Zambian Supreme Court; $20,000. (c) Research fees for a project on the history of human rights in Zambia before the advent of constitutional law; $12,000.

Zimbabwe: (d) Translation, publication and distribution of pamphlet on the legal rights of women in Zimbabwe; $5,000. (b) Training of black magistrates, court judges and legal draftsmen; $132,000.