



USAID MALI
AMBASSADE AMERICAINE



USAID/Bamako
B.P. 34
Bamako. Mali

69393

Bamako (I.D.)
Dept. of State
Washington, D.C. 20520

SEP 21 1989

Mr. Demba Diallo
President, Malian Association for Human Rights
BP 367
BAMAKO

SUBJECT: Grant NO.688-9801-

Dear Mr. Diallo:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "AID" or "Grantor") hereby grants to the Malian Association for Human Rights (hereinafter referred to as "AMDH" or "Grantee"), the sum of \$5,000.00 (Five thousand United States Dollars), to provide support for a newsletter publications program, as described in the Schedule of this Grant and Attachment II, 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 September 30, 1990.

This Grant is made to the AMDH on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment I, entitled the Schedule, Attachment II, 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 the Grant, and return the original and all but one copy to our office.

Sincerely Yours,

Dennis Brennan
Mission Director

Attachments

1. Schedule
2. Program Description
3. Standard Provisions

Acknowledged: Malian Association for Human Rights

By:

Title:

Date:

Fiscal Data:

Allocation:

Appropriation 72-1191014

Budget Plan Code:GSSA-89-21688-KG75

PIO/T Number: 688-9801-3-

Project Number:688-9801.88

Total Estimated Amount: \$5000.00

Total Source: Human Rights Fund.

ATTACHMENT I

SCHEDULE

A. Purpose of Grant:

The purpose of this Grant is to provide support for the newsletter publication program of the Malian Association for Human Rights, as more specifically described in Attachment II to this Grant entitled "Program Description".

B. Period of Grant:

The effective date of this Grant is the date of signature as shown on the cover letter, and the expiration date is September 30, 1990.

C. Amount of Grant and Payment:

1. AID hereby obligates the amount of \$5,000.00 for purposes of this grant.

2. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment IV, entitled "Payment Provisions".

D. Financial Plan:

The following is the Grant Financial Plan, including local cost financing items, if authorized. Revisions to this plan shall be made according with Standard Provisions of this Grant, entitled "Revision of Financial Plans".

Cost Element	Amount
I. Commodities	\$5,000.00

ATTACHMENT II

PROGRAM DESCRIPTION

Purpose:

The purpose of the project is to improve the communication of human rights concepts in Mali.

Background:

The Malian Association of Human Rights was established in December 1988. A primary focus of the organization is to educate the Malian public on human rights issues. To this end the Association proposes to publish newsletters regarding their regular roundtable discussions and explaining Malian laws and regulations for the protection of human rights.

Project Description:

This project will provide funding for the following items:

Printing paper;
ink;
typewriters;
typewriter ribbons; and
photocopying costs.

All funds will be expended within a one-year period.

STANDARD PROVISIONS

I. ALLOWABLE COSTS

- a. the Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Grant which are determined by the Grant officer to be reasonable, allocable, and allowable in accordance with the terms of this Grant.
- b. 1. Reasonable: Shall mean those costs that do not exceed those which would be incurred by an ordinarily prudent person in the conduct of normal business.
2. Allocable Costs: Shall mean those costs which are necessary to the Grant.
3. Allowable Costs: Shall mean those costs which must conform to any limitations set forth in this Grant.
4. Unallowable costs, direct or indirect, include but are not limited to the following examples: Advertising, bad debts, contingencies, entertainment, fines and penalties, interest, fund raising, investment management costs, losses on other awards, taxes, first class air fare unless specifically approved. Additionally, public information service costs are unallowable.

Prior to incurring a questionable or unique cost, the Grantee should obtain the Grant officer's written determination as to whether the cost will be allowable.

2. ACCOUNTING, AUDIT, AND RECORDS:

The Grantee shall maintain books, records, documents, and other evidence in accordance with the Grantee's usual accounting procedures to sufficiently substantiate charges to the Grant. Accounting records that are supported by documentation will as a minimum accumulate and record all costs incurred under a Grant and disclose the amount of that portion of the cost of the project supplied by other sources. The Grantee records and subgrantee records which pertain to this Grant shall be retained for a period of three years from the date of expiration of this Grant and may be audited by AID and/or its representatives.

3. REVISION OF GRANT BUDGET

(a) The approved grant budget is the financial expression of the Grantee's program as approved during the Grant award process.

(b) The Grantee shall immediately request approval from the Grant Officer when there is reason to believe that within the next 30 calendar days a revision of the approved Grant budget will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) Additional funding is needed.

(3) The Grantee intends to contract or subgrant any of the work under this Grant, and such contracts or subgrants were not included in the approved Grant budget.

(c) Except as required by other provisions of this grant specifically stated to be an exception from this provision, the Government shall not be obligated to reimburse the Grantee for costs incurred in excess of the total amount obligated under the Grant. The Grantee shall not be obligated to continue performance under the Grant (including actions costs in excess of the amount obligated under the Grant) unless and until the Grant officer has notified the Grantee in writing that such obligated amount has been increased and has specified the new Grant total amount.

4. TERMINATION AND SUSPENSION

- (a) For Cause: This Grant may be terminated for cause at any time, in whole or part, by the Grant officer upon written notice to the Grantee, whenever it is determined that the Grantee has failed to comply with the conditions of the Grant.
- (b) For Convenience: This Grant may be terminated for cause at any time, by either party, in whole or in part, if both parties agree that the continuation of the Grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the Grant officer to the Grantee.
- (c) Suspension: Termination For Changed Circumstances: If at any time AID determines that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States or that it would be in violation of an applicable law, then AID may, following notice to the Grantee, suspend this Grant and prohibit the Grantee from incurring additional obligations chargeable to this Grant other than necessary and proper costs in accordance with the terms of this Grant during the period of suspension. If the situation causing the suspension continues for 60 days or more, then AID may terminate this Grant on written notice to the Grantee and cancel that portion of this Grant which has not been disbursed or irrevocably committed to third parties.

(d) Termination Procedures: Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the Grantee shall take immediate action to minimize all expenditures and obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination. The Grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended AID funds which are not otherwise obligated by a legally binding transaction applicable to this Grant. Should the funds paid by the Government to the Grantee prior to the effective date of the termination of this Grant be sufficient to cover the Grantee's obligations in the legally binding transaction, the Grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Grant officer shall determine the amount(s) to be paid by the Government to the Grantee under such claim in accordance with the applicable cost principles.

5. NONLIABILITY

AID does not assume liability for any third party claims for damages arising out of this Grant.

6. AMENDMENT

The Grant may be amended by formal modifications to the basic Grant document or by means of an exchange of letters between the Grant officer and an appropriate official of the Grantee.

ATTACHMENT IV

PAYMENT PROVISIONS

To facilitate the implementation of this grant, USAID/Mali will advance funds to AMDH based on its request which must be supported by pro-forma invoices.

AMDH shall request an advance by submitting to USAID/Mali a completed SF-1034 Public Voucher with supporting pro-forma invoices for commodities allowable under this grant. Within 30 days after receiving the advance, AMDH must submit a second SF-1034 with original paid invoices in order to liquidate the advance.

No more than one advance can be outstanding at any given time and all funds under this grant must be disbursed on or before September 30, 1990.