

PD-ABG 145  
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AGENCY FOR INTERNATIONAL DEVELOPMENT  
UNITED STATES OF AMERICA A. I. D. MISSION  
TO EL SALVADOR  
C/O AMERICAN EMBASSY.  
SAN SALVADOR, EL SALVADOR, C. A.

September 28, 1992

Ms. Sonia Picado S.  
Executive Director  
Inter-American Institute of Human Rights  
San José, Costa Rica

SUBJECT: Cooperative Agreement No. 519-0177-A-00-2122-00

Dear Ms. Picado:

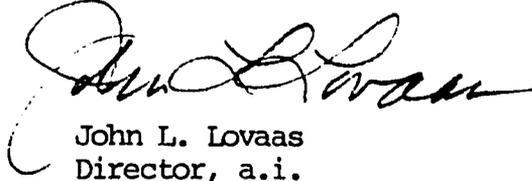
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and the Federal Grant and Cooperative Agreement Act of 1977 (PL 95-224), the United States Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to the Inter-American Institute of Human Rights (hereby referred to as "IIHR" or "Recipient"), the sum of \$30,000 to provide support for the Recipient's program of technical assistance to the Supreme Electoral Tribunal (SET), as described in Attachment 1, the Schedule and Attachment 2, entitled "Program Description" of this Agreement.

This Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date of this Agreement and ending on December 31, 1992.

This Agreement is made to the IIHR 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.

Please sign the original and two copies of this letter to acknowledge your receipt of the Agreement, and return the original and all but one copy for your records to USAID, San Salvador.

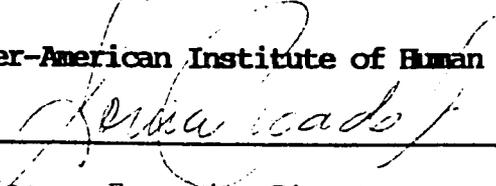
Sincerely yours,

  
John L. Lovaas  
Director, a.i.

  
Laura McGhee  
Agreement Officer

**ACKNOWLEDGED:**

**Inter-American Institute of Human Rights**

By:   
\_\_\_\_\_

Title: Executive Director

Date: September 30, 1992

**ATTACHMENTS:**

1. Schedule
2. Program Description
3. Standard Provisions

FISCAL DATA

Project	: 519-0177
Budget Plan Code	: LDSA-92-25519-KG13, \$22,307 LDS2-92-25519-KG13, \$ 7,693
Appropriation	: 72-1121021, 72-11231021
Total Estimated Amount	: \$30,000
Amount Obligated	: \$30,000

SCHEDULE

A. PURPOSE OF AGREEMENT

The purpose of this Grant is to provide support for the Recipient's Program of technical assistance to the Supreme Electoral Tribunal (SET) during preliminary activities of the Electoral and Democratic Processes Project No. 519-0391. Activities include gathering, systematizing and processing basic information aimed at the organization and administration of the March 1994 elections, and, as further specified by the SET, assistance in the detailed planning and budgeting for the elections, as described in Attachment II, Program Description.

B. PERIOD OF AGREEMENT

1. The effective date of this Grant is the date of the covering letter. The expiration date of this Agreement is December 31, 1992.
2. Funds obligated hereunder are available for program expenditures for the estimated period shown in B.1. above and as shown in the Illustrative Financial Plan below.

C. AMOUNT OF AGREEMENT AND PAYMENTS

1. The total estimated amount of this Grant for the period shown in B.1. above is \$30,000.
2. USAID hereby obligates the amount of \$30,000 for program expenditures as shown in the Illustrative Financial plan below.
3. Payment shall be made to the Recipient in one tranche, as follows:

Initial Advance: \$30,000

This initial advance will be made following the signing of the Grant and presentation of a description of the first visit activities and projected expenditures. The liquidation of these funds will be submitted no later than December 31, 1992.

D. FINANCIAL PLAN

1. The Financial Plan for this Agreement is presented below. Reprogramming of funds between line items of the Financial Plan is permitted up to 15% of the programmed amounts without

modifying the Financial Plan. Any reprogramming which exceeds 15% will require the prior written approval of USAID.

**ILLUSTRATIVE BUDGET**

**SALARIES**

- Project Supervisor		1,800.00
- Project Assistant		1,200.00
- Social Charges		1,050.00
- Technical Personnel		
(45 days x \$175)	\$7,875.00	
(4 days x \$200)	<u>\$ 800.00</u>	
		8,675.00
		<u>12,725.00</u>

**TRAVEL/PER DIEM**

International Travel		5,500.00
Local transportation		400.00
Per Diem (110 days x \$86)		9,460.00
		<u>15,360.00</u>

**OTHER**

Logistic support		<u>1,415.00</u>
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**AUDITS**

500.00

**TOTAL**

30,000.00

2. Local cost financing is authorized up to the total amount of the Grant.

**E. REPORTING AND EVALUATION**

1. **Financial Status Reports.** The financial reporting requirements are detailed in Attachment 3, Standard Provisions, entitled "Payment Periodic Advance".
2. **Program Progress Reports.** The Recipient shall monitor performance under the Agreement and ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. The Recipient shall submit to USAID one technical performance report no later than November 16, 1992, which discusses progress

on activities completed, and details additional activities to be undertaken under the Agreement. This report will also include an analysis of technical assistance needs of the SET to carry out the 1994 elections and for longer-term institutional development. The Recipient shall also submit a final technical performance report on all activities carried out under the Agreement and accomplishments of the work performed.

The Recipient shall submit the reports to USAID's Office of Democratic Initiatives. If any performance review conducted by the Recipient discloses the need for change in the budget estimates, the Recipient shall submit a request for budget reprogramming.

**F. SPECIAL PROVISIONS**

1. Prior to the disbursement of funds by USAID to the Recipient or to the issuance by USAID of documentation pursuant to which disbursements will be made, the Recipient will, except as USAID may otherwise agree in writing, provide:
  - a. A statement by the Executive Director of the IIHR in which it names the person empowered to receive the funds provided under this Agreement, and of any additional representatives, together with a specimen signature of each person so designated; and
  - b. Evidence that the Recipient has established a bank account to control the receipt and disbursement of the Agreement funds, including the complete account number and name.
2. The IIHR covenants to pay no more than reasonable prices for any goods and services financed in whole or in part under this Grant. Such items will be procured by employing fair and good commercial practices to assure the most effective use of the funds provided. Standard Provisions number 5, "Procurement of Goods and Services," and 6, "AID Eligibility Rules for Goods and Services," are applicable.
3. The Recipient shall maintain a drug-free workplace in compliance with the certification provided to USAID dated August 25, 1989. Violations of the requirements to maintain a drug-free workplace may subject the Recipient to suspension of disbursements, termination or suspension of this Agreement, ineligibility to receive further Grant assistance and such other remedies as USAID may consider appropriate. Violations include the failure to comply with the certification, presentation of a

false certification, or evidence that such a number of employees have been convicted of violations of criminal drug statutes for acts occurring in the workplace as to indicate that the Recipient has failed to make a good faith effort to provide a drug-free workplace.

4. No fewer than 10 days prior to each visit, IIHR/CAPEL will request USAID clearance for travel of individuals, specifying these individuals by name, and indicating dates and times of arrival and departure, and expected place of stay.

**G. INDIRECT COST RATE**

There will be no overhead rate applicable to this Grant.

**H. TITLE TO PROPERTY**

Conditions governing title to property financed under the Agreement are as set forth in Standard Provision No. 20 "Title to and Use of Property" (Grantee Title).

**I. AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this Grant is 000, the United States, and the Central American Common Market.

**J. AUDITS**

1. Recipient is requested to maintain books and records in accordance with generally accepted accounting principles.
2. Recipient is required to have an independent audit performed of this Grant and the financial statements of the organization as a whole.
3. An independent auditor must be selected in accordance with IG guidelines, and the audit must be performed in accordance with accepted U.S. government auditing standards.

**K. APPLICABLE STANDARD PROVISIONS**

All mandatory Standard Provisions apply and the Optional Standard Provisions for Non-U.S. Nongovernmental Grantees are included in Attachment 3.

## ATTACHMENT 2

### PROGRAM DESCRIPTION

#### I. GENERAL OBJECTIVE

Assist the SET in all matters related to the preparation for the March 1994 elections. These pre-implementation activities will focus particularly on an analysis of the technical areas, which the Democratic and Electoral Processes Project will support and on planning assistance. This planning assistance, as further specified by the SET, will support the SET in its work to establish a calendar of necessary activities, and detailed budgets, to carry out the 1994 elections. The IIHR/CAPEL program includes, in particular, technical assistance in two areas:

1. Technical assistance to implement recommendations of the UNDP team, inter-alia, to update the electoral registry and the birth certificates registry, and
2. Development of a detailed work plan (January 93-June 94) and assistance to the SET's efforts to project activities and budgets necessary to carry out the March 1994 elections, and implement programs to strengthen the technical capacity of SET. Local costs, technical assistance, and equipment needs should be identified separately.

#### II. ACTIVITIES

1. Organize and engage approximately five technical visits, each comprised of two or three persons, who will travel to El Salvador to gather the necessary information and to work directly with the SET and its staff. After the first visit and prior to beginning the second visit, IIHR/CAPEL will prepare a detailed plan of subsequent visits, including a proposal of specific individuals and curriculum vitae, and receive written USAID approval of this plan in advance.
2. Assist development of the SET procedures, processes, and equipment/computer availability to carry out up-dating of the electoral registry, birth certificates registry, preparation of voter lists, and other activities essential to preparation for the elections.
3. Assess SET organizational capabilities (strengths and weaknesses) after being restructured from the prior CCE, and the institutional changes which could affect the technical

assistance needs identified to date. IIHR/CAPEL will conduct general analysis of the organic structure of the SET, and identify the organization structures which will serve the needs of the institution.

4. On the basis of the above, work collaboratively and meet with SET magistrates and technical personnel, to develop and recommend a schedule of activities toward the 1994 elections. A summary of this calendar of activities will be provided in IIHR/CAPEL's final report.
5. Assist SET staff to assess the overall ordinary budget required by the SET based on its structure, and to elaborate detailed budgets for activities that will be undertaken related to elections and including the impact of revisions to the Electoral Code and the Peace Accords on SET. Assist planning and participate in a meeting of potential international contributors to discuss activities and resource requirements.
6. Identify detailed technical services and training activities and the related inputs necessary for improving operational and managerial efficiency of the SET consistent with GOES and USAID efforts to professionalize SET operations and rationalize internal organization in accordance with revisions to the Electoral Code and the Peace Accords. This detailed work plan and budget (January 93 - June 94) will be contained in IIHR/CAPEL's progress report to be submitted to USAID by November 16, 1992.