

PD-ABD-840
9/6/94

ACTIVITY AGREEMENT

between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE GOVERNMENT OF THE KINGDOM OF SWAZILAND

Activity Agreement No.: DHR-94-645-02

Title of Activity: Election Assistance

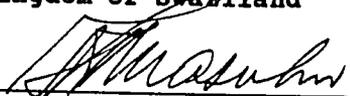
Amount of Grant: U.S. \$ 21,500

Authority: Pursuant to the Foreign Assistance Act of 1961, as amended, and in accordance with the Agreement on Economic, Technical and Related Assistance dated December 5, 1989 and the Standard Provisions hereto, the Government of the United States agrees to grant to the Parliament of the Kingdom of Swaziland an amount not to exceed twenty-one thousand five hundred United States dollars (\$21,500) to meet the costs of the activity described in Attachment 2.

Agreement Completion Date: July 31, 1995

This Agreement consists of this Title page and Attachment 1 (Terms and Conditions), Attachment 2 (Project Description), and Attachment 3 (Standard Provisions).

For the Government of the Kingdom of Swaziland



Themba Masuku
Minister of Economic Planning

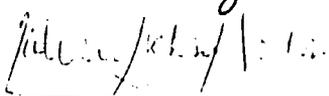
For the Government of the United States of America



John Spratt
Ambassador

Date: 31 August 1994

Date: 31 August 1994



Valerie Dickson-Horton
Director, USAID/Swaziland

Date: 31 August 1994

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FISCAL DATA:

Appropriation: 72-114/51014
BPC: GSS4-94-21645-KG75
Allowance: 481-59-645-00-75-41
Project: 698-0541.45
Amount: \$21,500.00
RCN: X940026

Funds Available:

Malika Magagula 
Malika Magagula

Clearances: MAlexander, USAID/RLA 
GMasuku, USAID/FM

TERMS AND CONDITIONS

A. Procurement and Payment

All goods and services financed under this grant will be procured from sources in Swaziland, except as otherwise agreed by the Embassy in writing. Should procurement in Swaziland not be possible, goods or services should, to the maximum practicable, be procured from first, the United States, then other developing countries, or if not these, then any country other than Afghanistan, Cambodia, Cuba, Iran, Iraq, Laos, Libya, North Korea, Peoples Republic of China, Syria or Vietnam.

If goods or services with a value in excess of \$5,000 are to be procured from the U.S., the Grantee should consult with the Embassy concerning appropriate small business notifications required.

For each procurement, the Grantee should solicit written price quotations, using "pro forma" invoices, from at least three vendors, to the extent possible. Such quotations should be submitted to the Embassy for approval of the vendor recommended by the Grantee. Selection of vendors shall be based on quality, cost, availability and the extent to which the specific needs of the Grantee can be met by a particular vendor.

The Embassy will pay vendors directly upon receipt of an actual invoice from the vendor and a statement from the Grantee that the goods or services have been received and accepted by the Grantee.

B. Marking of Commodities

Normally, A.I.D. decals or other markings should be placed on all equipment and commodities, and an appropriate acknowledgement made in publications or press announcements concerning U.S. Government funding. If the Grantee believes this will create a problem, the Grantee should discuss this requirement with the Embassy.

C. Expenditures

All grant funds must be expended by the Agreement completion date specified on the cover page of the grant, except as the Embassy may otherwise agree in writing. Any funds not expended by such date shall be returned to the Embassy.

D. Obligated Amount of Grant

The amount of dollars provided under this grant as stated on the cover page is binding. Should fluctuating exchange rates, or any other circumstance, result in additional Emalangeni being necessary to complete grant activities, the Grantee must provide such additional funds. With the written agreement of the Embassy, the Grantee may use for grant activities any additional Emalangeni available as a result of fluctuating exchange rates against the dollar amount obligated.

E. Monitoring and Reporting

The Grantee will diligently monitor grant activities to ensure success, including the avoidance or correction of problems in activity implementation.

The Grantee shall provide the Embassy with brief, quarterly reports in the format attached hereto as Exhibit 1, and a final report evaluating the overall impact of the activity.

F. Amendments

This Agreement, including Attachments, may be amended by mutual agreement of the parties hereto in writing.

G. Representatives

For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Minister of Economic Planning, and the United States Government will be represented by the Mission Director, USAID/Swaziland, each of whom, by written notice may designate additional representatives for all purposes other than amending this Agreement.

Grantee Activity Report Format

Activity Agreement Number:

Grantee Name:

Amount of Agreement:

Date of Agreement:

Activity Termination Date:

Financial Status of Grant:

Activity:

Activity Status:

PROJECT DESCRIPTION

A. Summary

This grant will be used to purchase elections boxes and booths and official ballot papers for the local Tinkundla elections.

B. Project Description

The Kingdom of Swaziland is about to undertake elections of 55 Indvunas (representatives) to the national assembly of Tindvuna ye Tinkhundla. This traditionally constituted body is a central component of Swaziland's constitutional and democratic institutions. In order to support the Grantee's desire to insure the integrity of the election process, the United States Government will assist in the purchase of election materials such as booths, ballot boxes and ballots.

C. Illustrative Budget

Voting Booths	\$6000
Ballot Boxes	\$5000
Official Ballot papers	\$10500
TOTAL	<u>\$21,500</u>

D. Disbursement Mechanism

In the absence of a financial system of the Grantee that is acceptable to the USG, as certified by the USAID Controller, no advances under the grant will be disbursed directly to the Grantee. All grant funds will be disbursed by direct payment to the vendor or by reimbursement to the organization through presentation of an invoice for services or commodities received.

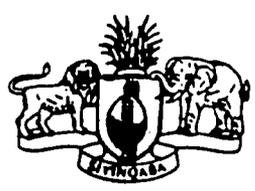
STANDARD PROVISIONS FOR
SPECIAL DEVELOPMENT ASSISTANCE

- A. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records, and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.
- C. Any property furnished through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. Unless otherwise agreed by the United States Government, the Grantee shall offer to return to the United States Government, or to reimburse the United States for, any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.
- D. The Agreement shall enter into force when signed. All or part of the assistance provided herein may be terminated by either party by giving the other party 30 days written notice of intention to terminate the Agreement. Termination of the Agreement shall terminate any obligations of the two parties, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to termination of the Agreement. It is expressly understood that all implementing documents, such as purchase orders, requisitions, procurement actions, etc., must be initiated under this Agreement by the agreed upon terminal date, but not later than one month from the effective date of the Agreement, otherwise the cancellation provision stated in the preceding sentence will automatically become effective without the necessity of a written advance notice of intent to cancel.

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Margaret Ullera dos
any ideas?

SWAZILAND



GOVERNMENT

MINISTRY OF ECONOMIC PLANNING AND DEVELOPMENT

☒ 602 Mbabane
☎ 43765/677/8
✉ 2109 WD
Fax (08268) 42157

Ministry of Finance Building
5th Floor
Mbabane
Swaziland

H.E. Mr. J. Sprott
Ambassador
Embassy of the United States of America
MBABANE

29 August 1994

Your Excellency,

Subject: Support for Tinkhundla Elections

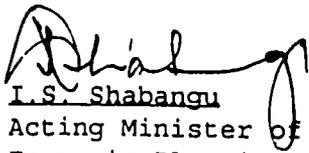
I refer to our earlier discussions, and to consultations between yourselves and the British High Commission, in connection with your possible support for the forthcoming national Tinkhundla elections.

The Tinkhundla system is, as you are aware, a central component of Swaziland's constitutional and democratic institutions.

The forthcoming elections, to be held on the 10th of September, are for the selection of Indvuna's, who represent their local constituencies (Inkhundla) at the national assembly of Tindvuna ye Tinkhundla. A total of 55 Indvunas are to be elected.

I am attaching a copy of the budget that has been prepared in connection with the forthcoming elections, and request your kind consideration for financial support in respect of this important event.

Yours sincerely,


I.S. Shabangu
Acting Minister of
Economic Planning and Development

copy: H.E. Mr. R.H.T. Gozney, British High Commissioner

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SWAZILAND



GOVERNMENT

MINISTRY OF ECONOMIC PLANNING AND DEVELOPMENT

✉ 602 Mbabane
☎ 49765/6/7/8
✉ 2100 WD
Fax (08268) 42157

Ministry of Finance Building
5th Floor
Mbabane
Swaziland

H.E. Mr. R.H.T. Gozney
High Commissioner
British High Commission
MBABANE

29 August 1994

Your Excellency,

Subject: Support for Tinkhundla Elections

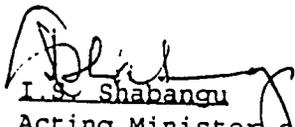
I refer to our consultations in follow-up to discussions between yourself and the Deputy Prime Minister, in connection with your possible support for the forthcoming national Tinkhundla elections.

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Yours sincerely,


I.S. Shabangu
Acting Minister of
Economic Planning and Development

Copy: H.E. Mr. J. Sprott, Ambassador of the United States of America

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Memorandum

From: PRINCIPAL SECRETARY
D.P.M.'S OFFICE

To: PRINCIPAL SECRETARY
ECONOMIC PLANNING

Date 24th August, 1994

Our Ref. TNK. 1/74 vol.11

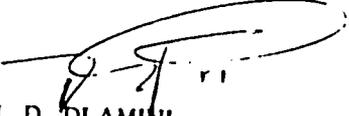
Your Ref.

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BUDGET FOR ELECTION OF TINDVUNA TETINKHUNDLA AND BUCOPHO E1,975.094

As Election of the abovenamed community leaders will take place September/October, 1994, we therefore request supplementary warrant of E1,975.094 to cater C.T.A. charges and other items.

Enclosed please find summary of the requested budget.


J. D. DLAMINI

ACT. PRINCIPAL SECRETARY

cc. Principal Secretary
Ministry Of Finance

00261

BUDGET FOR ELECTION OF TINDVUNA TETINKHUNDLA

TRANSPORT

Hire charge combis	E3 504 x 1 x 200 =	E700 800
Fuel combis	<u>E2 000 x 200 x 20 x 1.75</u>	
	100	
		= E138 400

01101

PERSONNEL COSTS

Chief Election Officer	E7 898.83 x 3	= E 23 696
Deputy Chief Election Officer	E7 108.92 x 3	= E 21 327
Overtime		= E 500 000

01201 ALLOWANCES

CHIEF AND DEPUTY ALLOWANCES

Household	E 866.66	
Housing	E1 777.23	
Entertainment	<u>E 355.45</u>	
	E2 999.34 x 2 x 3 =	E 17 996

TRAVELLING AND COMMUNICATION 02

02101 Subsistence allowance	E1 650 x 8.50 x 3	= E 42 075
02501 Car mileage	E20 000 x .89	= E 17 800
04801 Hospitality	E10 000	= E 10 000

CONSUMABLES 06

06101 Food supply	E20 000	= E 20 000
06701 Office stationery ballot papers		= E 400 000
Photographers		= E 50 000

DURABLES 07

071 Booths	300 x E60	= E 18 000	Eccc
Boxes	300 x E50	= E 15 000	Scoc

Grand total E1 975 094