



United States Agency for International Development

Contract Information Management System (CIMS)

DIRECT ACTION DATA FORM FOR GRANTS & COOPERATIVE AGREEMENTS

1. Basic Award Number 674-0301-G-SS-4023-00

2. Recipient Name The Community Law Center Durban

3. Award Description (This description will be seen by high level Agency officials, as well as members of Congress.) The recipient shall... provide voter education and election monitoring/observing training to 144,000 persons living in rural and perio-urban areas of Natal, KwaZulu and Transkei.

4. Principal Place of Performance

South Africa

5. Benefiting Country

The disadvantaged people of South Africa

6. Project Officer

Office Symbol

CDD/GDO USAID South Africa

Name (Last, First)

Wendel, Dennis

7. Grant Agreement Type

- Input options for Grant Agreement Type: A. Disaster Assistance, B. American Schools & Hospitals Abroad (ASHA), C. Other Than Those Listed Above (checked), D. Title XII Authority

8. Basic Purpose

- Input options for Basic Purpose: A. Tech. Services to Host Country, B. Commodities (checked), C. Train. Services to Host Country (checked), D. Research, E. Arch. & Engineering Services, F. Construction

7a. Extent Competed

- Input options for Extent Competed: E. Competed by the Technical Office, F. Competed by the Contracting Office, G. Not competed (unsolicited proposal) (checked), H. Not competed (predominant capability, etc.)

9. Taxpayer Identification Number

not applicable

10. Business Organization Type

- Input options for Business Organization Type: A. Corporation, B. Individual, C. University or College, D. Historically Black College or University, E. Educational Organization (other than University or College), F. International Center, G. Research Organization (other than International Center), H. Voluntary Organization, I. Foundation, J. Hospital, N. Hispanic American College or University, Z. Other

11. If U.S. University, Host Country Institution not applicable

BEST AVAILABLE COPY

12. If obligated amount is in local currency, provide U.S. Dollar amount \$150,300

13.a. Negotiator (Last, First, MI) Wendel, Dennis E.

13.b. Signature

Handwritten signature of Dennis E. Wendel

14.a. Contract Officer (Last, First, MI) Dean, Leslie, A.

14.b. Signature

Handwritten signature of Leslie A. Dean

COPY OF AWARD DOCUMENT MUST BE ATTACHED TO THIS FORM

PO-ABS-943

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

USAID/SOUTH AFRICA



Tel: (012) 323-8869

P.O. Box 55380
Arcadia, Pretoria 0007

Fax: (012) 323-6443

1994-02-11

The Community Law Center
Carole A. Baekey, Director
Berea Center, Seventh Floor,
249 Berea Road
Durban
4001

Subject: South Africa Community Outreach and
Leadership Development Project; Grant Agreement with
the Community Law Center (CLC); Agreement No. 674-
0301-G-SS-4023-00

Dear Ms. Baekey:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and the South African Democratic Transition Support Act of 1993, the Agency for International Development (hereinafter "USAID") hereby enters into this Grant Agreement (hereinafter "Agreement" or "Grant") with the Community Law Center (hereinafter "CLC" or the "Grantee") and obligates the sum of \$150,300 to provide support for a program described in Attachment 1, entitled "Schedule," and Attachment 2, entitled "Program Description," of this Agreement.

This Agreement is effective and obligation is made as of the date this letter is signed by an authorized USAID representative. The Agreement and obligation shall apply to commitments made by the Grantee in furtherance of program objectives during the period beginning on the effective date of this letter and ending January 31, 1995.

This Agreement is entered into with the Grantee on the condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment 1, "Schedule," Attachment 2, "Program Description," Attachment 3, "Standard Provisions," Attachment 4, "Disbursement of and Accounting for Agreement Funds," Attachment 5, "A.I.D. Geographic Code 935 List," Attachment 6, "Guidelines for Financial Audits Contracted for by Foreign Recipients," and Attachment 7, "Grantee Certifications". This letter and the seven attachments just described, which have been agreed to by your organization, constitute the Agreement.

BEST AVAILABLE COPY

We request that you and a member of the Board of Trustees of the Community Law Center sign the original and one (1) copy of this letter and then return the original to USAID/South Africa.

Sincerely,



Leslie A. Dean
Director

Date: Feb 10, 1994

ACKNOWLEDGED AND ACCEPTED
Community Law Center

By: Carole A. Baekey
Title: Director
Date: _____

By:
Title:
Date: _____

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions and Additional Provisions as Applicable
4. Disbursement of and Accounting for Agreement Funds
5. A.I.D. Geographic Code 935 List
6. Guidelines for Financial Audits Contracted for by Foreign Recipients
7. Grantee Certifications (Grantee Signatures Required)

BEST AVAILABLE COPY

ATTACHMENT 1
SCHEDULE

I. OVERVIEW OF AGREEMENT

This Grant will assist the Community Law Center (CLC) to provide voter education training to approximately 144,000 rural and peri-urban residents of Natal, KwaZulu and Transkei. In addition, the CLC will provide training to local residents of rural Natal and Kwazulu regions to monitor/observe the first non-racial, national election.

II. PERIOD OF AGREEMENT

The effective date of this Agreement is the date the cover letter is signed by an authorized USAID representative. Unless otherwise agreed to by USAID in writing, the expiration date is January 31, 1995, meaning that no USAID funds under this Agreement shall be applicable to goods not furnished or services not performed for the program by this date.

III. AGREEMENT FUNDING AND PAYMENT

A. USAID hereby obligates the amount of \$150,300 for eligible program expenditures under this Agreement.

B. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 4 "Disbursement of and Accounting for Agreement Funds."

C. Additional funds up to the total amount of the Agreement as shown in Section III.A., above, may be obligated by USAID subject to the availability of funds, the agreement of the Parties hereto to proceed with the Grant program, and to the requirements of the Mandatory Standard Provision, Attachment 3 to the Agreement, paragraph 4 entitled "Revision of Grant Budget."

D. The amount of U.S. Dollars authorized to be used for local cost financing is the entire amount obligated under this Agreement.

IV. FINANCIAL PLAN

A. Financial Plan

The Financial Plan for funds obligated under this Agreement is set forth in Table 1 below. Revisions of this Plan shall be made in accordance with Mandatory Standard Provision 4 of this Agreement, located in Attachment 3 and entitled "Revision of Grant Budget." The Grantee is authorized a 15% deviation between line items, provided that USAID is notified in writing of such budget changes in the Grantee's following Disbursement Report. However, any deviation in excess of 15%, or any

increase in the total Grant, must be approved in advance in writing by the Director, USAID/South Africa.

Set forth in Attachment 2, Section VI., is a Detailed Illustrative Financial Plan.

Table 1
Financial Plan
South African Rand (SAR)

<u>Item</u>	<u>Total</u>
Compensation (salaries)	31,080
Training Programs	330,600
Training Materials	88,600
Equipment	23,200
Audit	15,000
Total	488,480

The Rand budget is converted at the exchange rate of R3.25 to the Dollar and rounded to \$150,300.

B. Level of Assistance

The total Rand amount in the Financial Plan (Table 1) above is the maximum Rand amount available under this Agreement. The conversion rate from U.S. Dollars will be the prevailing rate at the time of conversion as determined by the Controller, USAID/South Africa. To determine the U.S. Dollar amount of disbursements to the Grantee under the Agreement, an exchange rate of R3.25 to one (1) U.S. Dollar will be used. Notwithstanding the above, in no event will the total Rand amount provided to the Grantee under the Agreement exceed the obligated Dollar amount provided for in Section III. A., above.

Due to exchange rate fluctuations, the total amount of Rands available after converting the total obligated U.S. Dollar amount into Rands may exceed the Rand Budget. If the Grantee desires to use such excess Rands to finance additional eligible program expenses, it may submit to USAID a written proposal for use of such funds. If USAID is in agreement with the Grantee's proposal, the Agreement may be modified to provide for the authorized expenditures. USAID reserves the right to deobligate any Dollars in excess of those needed to fund the Rand Budget. However, should changes in the exchange rate result in fewer South African Rands being available than budgeted for, the Grantee will be responsible for financing the shortfall, since the U.S. Dollar amount prevails.

V. REPORTING

The Grantee will submit to USAID, in a timely manner, written semi-annual progress reports to USAID on activities funded and general performance under the Agreement. The content of the

semi-annual reports will be mutually agreed upon by the Parties but should include a brief description of program accomplishments during the preceding six months and a discussion of any problems encountered and how they were resolved. The Grantee will also submit, in a timely manner, and in a format to be mutually agreed upon by the Parties, a written final report on all activities financed by the Agreement. The Grantee will also collect and compile data on the numbers and locations of persons trained under this Grant.

VI. ADMINISTRATIVE SUPPORT COSTS

Administrative support costs are provided for activities funded under this Grant as specified in the Financial Plan.

VII. TITLE TO PROPERTY

Title to all property purchased under this Agreement shall vest in the Grantee in accordance with the terms of Attachment 3, Additional Standard Provision 18, entitled "Title to and Use of Property."

VIII. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for all procurement with A.I.D. funds under the Agreement is the United States, the Republic of South Africa and countries included in A.I.D. Geographic Code 935, meaning that all goods and services financed by this Agreement shall have, with respect to goods, their source and origin and, with respect to the suppliers of services, their nationality in the United States, the Republic of South Africa or in other countries included in A.I.D. Geographic Code 935. To the maximum extent practicable, goods and services financed with funds provided under this Grant should be procured from the United States. Please refer to Attachment 5 for a list of countries included in Code 935.

IX. SPECIAL PROVISIONS

A. Procurement

1. Scope. This provision is applicable to the extent that local cost financing is otherwise authorized by the Agreement. It does not require procurement in South Africa where offshore procurement could otherwise occur.

2. Policy. In the procurement of goods and services in South Africa, the Grantee shall, to the maximum extent practicable, award contracts to individuals who or organizations which have been disadvantaged by apartheid and are responsive and appropriate providers of goods and services.

3. Definitions. Individuals and organizations disadvantaged by apartheid shall mean: (1) South African individuals of black, "colored" or Asian descent whose principal place of business is in the Republic of South Africa; and (2) private

partnerships or commercial firms which are incorporated in or organized under the laws of the Republic of South Africa, whose principal place of business is in the Republic of South Africa, and which are more than 50 percent beneficially owned by South African persons of black, "colored" or Asian descent. The Republic of South Africa includes the so-called "independent" and "self-governing" homelands.

B. Competition

Except as otherwise provided in Sub-Section A. above, all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, free and open competition.

C. Staff Recruitment

The Grantee agrees that all staff recruitment for positions funded by USAID will be carried out through an appropriate competitive process and that salary levels will be in accordance with community and professional standards.

D. Travel and Per Diem

The Grantee will provide for USAID approval a copy of its travel and per diem policy covering both domestic and international travel for its staff and for program participants. The travel and per diem rates established under such policy shall not exceed U.S. Government rates. In the event the Grantee does not establish a policy, U.S. Government regulations governing travel and per diem shall apply.

E. Political Affiliation

The Grantee agrees that programs funded under this Agreement will be made available to individuals and groups regardless of their political beliefs or affiliations. The Grantee shall not discriminate in its hiring practices or in the provision of its services against individuals or organizations who associate themselves with any particular political philosophy. The Grantee shall periodically review the level of actual provision of its services to assure that persons or organizations sympathetic to certain political groupings or philosophies are not intentionally excluded from activities financed by USAID.

F. Non-partisan and Non-political Activities

The Grantee agrees that funds provided under this Grant will not be used to influence the outcome of any election and that the training, planning and management and any workshops developed under this Grant Agreement will be developed and presented on a non-partisan and impartial basis and without any implied, perceived or actual reference to political parties or groups. Specialists, trainers, and any other staff associated with any aspect of the Grant Agreement shall not

express or espouse a political preference, encourage a political position, or orient any of the training, planning or any workshops toward any political party or grouping during their participation in the activities supported by this Grant.

G. Collaboration and Sharing of Information on Voter Education, Monitoring/Observing, and Civil Society

The CLC will collaborate with other nongovernmental organizations to the extent practicable and feasible to ensure that voter education and monitoring/observing training materials and information resources are shared and that unnecessary duplication and/or repetition does not occur in the development of materials for training courses, workshops and outreach programs. Also, the CLC will coordinate voter education outreach activities and monitoring/observing training and activities with other groups in South Africa to avoid unnecessary duplication and replication of program activities.

X. STANDARD PROVISIONS

The Standard Provisions applicable to this Agreement are contained in Attachment 3, entitled "Standard Provisions."

BEST AVAILABLE COPY

f

ATTACHMENT 2
PROGRAM DESCRIPTION

I. OVERVIEW OF AGREEMENT

This Grant will assist the Community Law Center (CLC) to provide voter education training to approximately 144,000 rural and peri-urban residents of Natal, KwaZulu and Transkei. In addition, the CLC will provide training to local residents of rural Natal and Kwazulu regions to monitor/observe the first non-racial, national election.

II. BACKGROUND

The CLC is a non-profit, independent nongovernmental organization (NGO) that provides legal assistance and rural development support to approximately 15 target rural and peri-urban communities in Natal, KwaZulu and Transkei serving a population of approximately 900,000 people. The CLC began operation in 1989, providing community legal assistance. The USAID/South has provided assistance to the CLC's community law program and provided support for the development of voter education materials under a separate grant. In addition to assistance provided by USAID/South Africa, other donors have provided support to the CLC. The CLC has also requested support for voter education activities from the South Africa Free Election (SAFE) program.

The CLC is affiliated with the University of Natal. The CLC is made up of approximately 21 full and part time staff and a rural community based paralegal staff of approximately 38 specialists. The current director of CLC is Carole Baekey and the assistant director is B.I. Khumalo.

III. PROBLEM

South Africans have carried out a long and difficult struggle against apartheid. The apartheid system has systematically excluded racial and ethnic groups from participation in decision-making and governance of their own destiny. Many disadvantaged South Africans are unfamiliar with democracy, civil society, and how to vote in an election. Also, after the long and difficult struggle against apartheid, conflict, violence, and intolerance threaten to disrupt the transition to democracy and the election itself.

IV. PURPOSE

This Grant will support the CLC's voter education and election monitoring/observing activities in selected rural and peri-urban

communities of Natal, KwaZulu and Transkei. Voter education training will be provided to approximately 144,000 eligible voters. Election monitors/observers will also be trained according to the criteria and standards established by the IEC or other groups.

V. PROGRAM DESCRIPTION

The CLC will implement a program of voter education, election monitoring/observing, follow-up the progress and provide support to voter education trainers in the field, develop a program of training of election monitors/observers according to the criteria to be established by the IEC or other appropriate groups, and collect and compile information about the progress toward completion of these activities. A more detailed description of the CLC election support program is provided below.

1. Voter Education. The CLC will implement a voter education training program that will consist of the training of approximately 400 local voter education trainers. The trainers will be selected from the rural and peri-urban communities in Natal, KwaZulu and Transkei. To the extent possible, CLC will encourage women to become voter education trainers. The trainers will receive instruction in democracy, civil society, tolerance, avoiding and dealing with intimidation and the procedures for voting, including conducting of mock ballots. The trainers that have been trained by CLC will carry out voter education workshops in the rural communities targeted by this Grant activity. Special attention will be provided to encourage women to attend voter education workshops and provide, if possible, special voter education programs for women.

2. Follow-up Support to be Provided by CLC. The CLC will follow-up the progress of the voter education trainers in the rural communities and provide support and assistance which will allow the trainers to reach the target groups and communities.

3. Election Monitoring/Observing Training. The CLC will implement a training program for election monitors/observers from the rural communities of Natal, KwaZulu and Transkei. The monitoring/observing training program will follow the standards and criteria established by the IEC or other similar groups. Coordination of training for monitors/observers will be provided by CLC to assist with the location and placement of monitor/observer teams.

The voter education and monitoring/observing training activities including the follow-up and assistance to trainers will begin immediately and will continue through the end of May 31, 1994. In addition, the CLC will provide support for post election activities including discussion with community groups about the election, the democratic system and accountability in a

collected and compiled by CLC. In addition, the CLC will provide a Final Grant Report as described in the Attachment 1, Section V. entitled Reporting.

VI. DETAILED ILLUSTRATIVE FINANCIAL PLAN

A Detailed Illustrative Financial Plan has been developed for the CLC voter education and election monitoring/observing training activity. This financial plan is intended to assist both the CLC and the USAID to monitor the major activities to be carried out under the Grant. The detailed illustrative budget corresponds to the Financial Plan Budget, Table 1, described in the "Schedule", Attachment 1, which is the approved and authorized budget for the Grant.

Community Law Center
 Voting, Democracy and Civil Society Training
 South African Rands

<u>Item</u>	<u>Amount</u>
1. Compensation	
a. Voter Education Trainers	
1. 1 Specialist @ R50 hour X 8 hours X 5 days X 5 Workshops	10,000
2. 1 Specialist @ R30 hour X 8 hours X 5 days X 5 Workshops	6,000
3. 2 Paralegal Specialists R100 day X 5 days X 5 Workshops	5,000
b. Monitoring/Observing Trainers	
1. 1 Specialist @ R50 hour X 8 hours X 2 Days X 6 Workshops	4,800
2. 1 Specialist @ R30 hour X 8 hours X 2 Days X 6 Workshops	2,880
3. 2 Paralegal Specialists R100 Day for 2 Days X 6 workshops	2,400
Sub total	31,080
2. Training Programs	
a. Voter Education	
1. Accomodation 25 dbl rms @ R194 X 6 nights X 5 workshops	145,500
2. Conference Facilities R41 X 50 persons X 5 days X 5 Workshops	51,250
3. Local Travel Est 25 X R70 each X 5 Workshops	8,750
4. Supplies	1,500
Sub Total	207,000
b. Monitoring/Observing Training	
1. Accomodation 25 dbl rms @ R194 per person X 3 nights X 6	87,300
2. Conference Facilities 50 persons X R41 X 2 Days X 6 Workshops	24,600
3. Local Travel 25 Trips X R70 X 6 Workshops	10,500
4. Supplies	1,200
Sub total	123,600
3. Training Materials	
a. Amalungelo Oluntu 15,000 copies in English and Zulu Xhosa and Sotho	36,000
b. Ukwenza Intando Yeningi Isebense 20,000 copies in English, Zulu, Xhosa and Sotho	40,000
c. Videos 400 copies	12,600
Sub total	88,600
4. Equipment Costs for Rural Outreach	
a. Monitors 5 sets	10,000
b. Video Players 5 sets	6,500
c. Invertors/Converters 5 sets	4,800
d. Batteries 5 sets	1,900
Sub total	23,200
5. Audit	15,000
 Total	 488,480

clcvote:disk:DW11
 January 21, 1994

BEST AVAILABLE COPY

FISCAL DATA AND CLEARANCES:

1. Fiscal Data:

Agreement No: 674-0301-G-SS-4023-00

Grantee: The Community Law Center - Durban

Appropriation: 72-114/51014

BPC: 9554-94-21674-KC13

Reservation Control No.: B940058

Amount: \$150,300

Total Project Obligations To Date including Current Grant Obligation: \$

Total Project Authorization Amount: \$110,000,000

Agreement Completion Date: January 31, 1995

Project Assistance Completion Date (PACD): December 31, 1998

Funds Available: UNL FUNDS AVAILABLE

ACCT: Cda Costa

Date: 02/07/94

2. Clearances for Action Memorandum, Grant Agreement Letter and Attachments 1-7:

Drafted: DWendel, DW CDD

Clearance:

DRathbun: GDO DR

JAddleton: PRO JA

DKeene: RLA DK

GHensley: CONT GH

WFord: DD WF

Patricia
Manning

out rotation

BEST AVAILABLE DOCUMENT

EXC.

C/Ms

SKY

ACTION MEMORANDUM FOR THE DIRECTOR, USAID/SOUTH AFRICA

DATE: January 21, 1994

FROM: CDD, Dennis Wendel *DW*

SUBJECT: South Africa Community Outreach and Leadership Development Project (674-0301); Community Law Center Agreement No. 674-0301-G-SS-4023-00

I. PROBLEM

Your approval is required to obligate U.S. \$150,300 of FY1994 funds under the Community Outreach and Leadership Development (COLD) Project (674-0301) through a Grant Agreement with Community Law Center - Durban (CLC), as described herein.

II. AUTHORITY

Pursuant to Redlegation of Authority No. 452, the Director, USAID/SA, has authority to authorize and execute grants, and amendments thereto, with non-governmental organizations (NGOs) in an amount not to exceed \$5.0 million per grant.

III. DISCUSSION

The Community Law Center - Durban (CLC) is an independent, non-profit privately funded South African NGO that is associated with the University of Natal. USAID/South Africa has provided support to the CLC in the amount of approximately \$125,000 to develop voter education materials in several languages for distribution in areas throughout Natal. The materials for the most part have been widely recognized as extremely useful and well done. In addition, the Human Rights Division manages a COLD funded CLC activity. Both of these activities are being successfully implemented.

The current CLC proposal would support training to over 400 voter education specialists who will in turn train local residents in Natal. The estimated population where CLC will be carrying out the voter education programs is approximately 900,000 people. CLC estimates that it will train approximately 144,000 eligible voters in this program. In addition, the CLC proposes to conduct election monitoring training and provide assistance to field election monitors in the selected communities throughout Natal. CLC will continue working with the communities supported under the community law Grant Agreement.

IV. ISSUES

Through the development of this Agreement, the following issues have been identified and addressed as presented below:

BEST AVAILABLE COPY

124

A. Action Plan and Strategic Objective(s) - This proposed Agreement was discussed during the FY94 COLD Action Plan review dated January 10, 1994 and approved. This activity is consistent with the Strategic Objective which supports the majority population participation in the political development and governance of a democratic, human rights based South Africa and the Strategic Target to help prepare for a free and fair election.

B. Grantee's Illustrative Budget and Cost Negotiation - The CDD conducted verbal negotiations with the CLC to establish its priorities for funding. All project costs have been reviewed and discussed with the Grantee and cost savings have been identified for media equipment. In addition, the average cost of the activity per person trained has been calculated and, given the nature of the activities, the location and the types of services to be provided, the average costs are reasonable compared to other similar activities. The budget and costs have been reviewed within the Mission as part of the grant approval process and have been determined to be fair, reasonable and allowable for a grant of this nature. The grant file contains sufficient support for this determination.

C. Competitive Procedures or Non competitive Justification - Although competition is to be encouraged in the award of grants and cooperative agreements to NGOs (Handbook 13, Chapter 2B), Chapter 2B3a permits exceptions to competition where the proposal "is not solicited by A.I.D." and where the proposal is "unique, innovative, or proprietary and acceptance would be fair, reasonable, and would represent appropriate use of A.I.D. funds to support or stimulate a public purpose." The Community Law Center has submitted an unsolicited proposal, and it is the determination of the CDD that the activity is "unique and innovative". The CLC will provide voter education services for selected rural communities in Natal. No other proposals have been received from other NGOs to provide voter education in these areas. In addition, the CLC has proposed to provide election observer training and support for the communities for selected community leaders. The combination of voter education and election observation training and support activities is unique and highly necessary for these rural communities that have been exposed to high levels of violence. Because this activity is consistent with USAID program objectives and is so unique and innovative, acceptance of the CLC proposal would be fair and reasonable and would represent an appropriate use of USAID funds.

D. Technical and Management Capability - It is the CDD's determination that the subject organization possesses suitable policies and practices to ensure adequate management of USAID funds provided under the Grant Agreement. This determination is based on a thorough discussion with the CLC, the review of the

proposal within the CDD, and the experience with the grantee in other voter education activities and related programs.

E. Financial Management Capability - The Grantee has an existing grant with USAID/South Africa which is being satisfactorily implemented. The RIG/A audit team conducted a spot review of the Grantee's accounting and financial management system and reported that all books and records were adequate. The Grantee also is participating in the Recipient Audit program.

F. PVO Registration Determination - The proposed Grantee does not qualify as a Private Voluntary Organization, as defined in A.I.D. Handbook 3, Appendix 4C and 88 State 356010 because the Grantee does not solicit or receive voluntary contributions of money, staff time or in-kind support from the general public.

G. Grantee Contribution - The Grantee has requested financial assistance from another donor to partially defer the costs of this program. In addition, the Grantee in infrequent cases does receive funds from donors for specific activities. However, in the current Grant the contributions from other donors is not anticipated to be 25% of total grant project costs. The CLC is a small, nonprofit institution without significant independent or external sources of funds. Finally, the CLC is working in an area determined to be of significant interest of the USAID program and U.S. Government policy objectives. As a result, a waiver of 25% of total Grant project costs is requested.

H. Sustainability - The proposed Grant program and election support activities have been planned solely for the April 1994. However, the Grantee will obtain experience under this grant which will be useful for future elections.

I. Standard Issues

1. Section 611(a) Requirements - Consistent with Section 611(a) of the FAA, adequate technical and financial planning underlie the proposed Agreement and reasonably firm cost estimates have been established. Such planning is evidenced by the Agreement program itself, as described in Attachment 2 of the proposed Agreement, which contains a detailed methodology for implementing Agreement activities and attaining specified Agreement outputs. The Illustrative Financial Plan is based on reasonably firm cost estimates for program activities.

2. Payment Verification Requirements - Payment verification requirements for the Grantee are satisfied by: (a) the specification of financial management and reporting procedures in the attached Agreement; (b) the certification by the USAID Controller of the recipient organization's ability to

handle initial Agreement disbursements; and (c) provision in the proposed Agreement for annual audits of use of Agreement funds.

3. Recurrent Costs - Donor financing of recurrent costs, such as salaries, allows the Grantee to provide an essential service that is unmet by the public sector and, due to the limited income of the beneficiaries, cannot be met through normal market channels. Recurrent cost assistance in such cases is justified under category 2 of USAID's Recurrent Cost Policy. The "design considerations" outlined in this policy document have been taken into consideration in the design and negotiation of this Agreement.

4. Selection of a Grant as the Assistance Instrument - It is the determination of the CDD that, in accordance with Handbook 13, Chapter 6, a grant is the appropriate assistance mode to be utilized, as A.I.D. is not procuring goods or services and does not require a substantial degree of operational control or involvement in project implementation. The attached document is, in form and substance, a grant as defined by A.I.D.

V. RECOMMENDATION

It is recommended that, pursuant to your authority under Redefinition of Authority No. 452, you: (1) approve noncompetitive selection in accordance with the justification provided above; (2) authorize the proposed Agreement to the Community Law Center by signing below; and (3) execute said Agreement, as attached, by signing on the appropriate page and line as indicated.

Approved: Leslie A. Dean
Leslie A. Dean
Director, USAID/SA

Disapproved: _____

Date: Feb 10, 1994