



U S AGENCY FOR
INTERNATIONAL
DEVELOPMENT

PD ABQ-812

9.7.93

31 0847

Irving Horowitz

SEP 1 1993

Dr Irving Louis Horowitz
Transaction Publishers
Rutgers University
35 Berrue Circle
Piscataway, NJ 08845

Subject Award No LAG-A-00-98-00051-00

Dear Dr Horowitz

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended the U S Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to Rutgers University (herein after referred to as Rutgers or "Recipient"), the sum of \$99,000 00 to provide support for a program in preparing for change in Cuba and as described in the Schedule of this award and the Attachment 2, entitled "Program Description "

This award is effective and obligation is made with the date of this Cover Letter Funds obligated are available to reimburse the Recipient for allowable program expenditures from the date of the Cover Letter through the estimated completion date of 8/31/99 USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount of \$99 000

This award is made to Rutgers on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFP 226 entitled "Administration of Assistance Awards to U S Non-Governmental Organizations", Attachment 1, entitled "Schedule" Attachment 2 entitled "Program Description", and Attachment 3 entitled "Standard Provisions "

Please sign the original and each copy of this letter to acknowledge your receipt of this award, and return the original and all but one copy to the Agreement Officer

Sincerely,



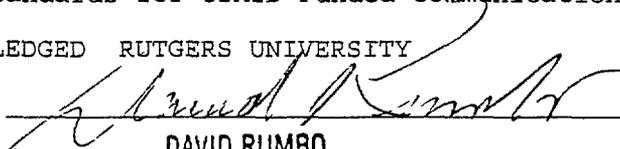
Dana P. Doo-Soghlian
Agreement Officer
Office of Procurement
M/OP/B/LA

Attachments

- 1 Schedule
- 2 Program Description
- 3 ~~Standard Provisions~~
- 4 ~~Standards for USAID Funded Communications Projects~~

ACKNOWLEDGED RUTGERS UNIVERSITY

BY



Title

DAVID RUMBO
Assistant Director

Date

~~Contract and Grant Administration~~ 9/14/98

ACCOUNTING AND APPROPRIATION DATA

A GENERAL

1	Total Estimated Amount	\$ 99,000 00
2	Total Program Amount	\$126,837 00
3	Total Obligated Amount	\$ 99,000 00
4	Cost-Sharing Percentage (Non-Federal)	22% (\$27,837)
5	Activity Title	598-0847 Rutgers University
6	USAID Technical Office	AA/LAC-USAID Senior Advisor for Cuba Room 5 08-036 RRB (David Mutchler) Washington, DC 20523
7	Tax I D Number	22-6001086
8	DUNS No	00-191-2864
9	LOC Number	72-00-1450

B SPECIFIC

1	NMS Request No	12
2	Org ID No	11093
3	Account No	ES98/99LES898
4	Amount Obligated	\$99,000 00

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ATTACHMENT 1

SCHEDULE

1 1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description "

1 2 PERIOD OF AGREEMENT

(a) The effective date of this Agreement is the date of the Cover Letter and the estimated completion date is 8/31/99

(b) Funds obligated hereunder are available for program expenditures for the estimated period beginning the date of the Cover Letter through August 31 1999

1 3 AMOUNT OF AWARD AND PAYMENT

(a) USAID hereby obligates the amount of \$99,000 00 for the purposes of this Agreement

(b) Payment shall be made to the Recipient by - Letter of Credit in accordance with procedures set forth in 22 CFR 226 22

1 4 BUDGET

The following is the Agreement Budget including local cost financing items if authorized Revisions to this budget shall be made in accordance with 22 CFR 226 25

BUDGET

9/01/1998 to 8/31/1999

<u>Cost Line Item</u>	<u>Amount</u>
Preparing for Change in Cuba	\$ 99,000
USAID Agreement Amount	99,000
Recipient Cost Share	<u>27,837</u>
TOTAL ESTIMATED PROGRAM AMOUNT	\$126,837

1 5 REPORTING AND EVALUATION**1 5 1 Financial Reporting**

In keeping with the requirements established in 22 CFR 226 52, the Recipient is required to (a) submit an original and two copies of a "Request for Advance or Reimbursement", SF 270, on a monthly basis to

US AGENCY FOR INT'L DEVELOPMENT
M/FM/CMP/MP
Room 7 07-095 RRB
Washington, DC 20523

The additional copies shall be submitted as follows one copy each of SF 270 to the USAID Senior Advisor for Cuba, LAC/AA, RRB, Room 5 08-036, Washington, DC 20523, and one copy each of SF 270 to the cognizant Agreement Officer, M/OP/B/LA, RRB, Room 7 09-103, Washington, DC 20523-7100 The Letter of Credit reports shall be in keeping with the Financial Reporting requirements and shall be in accordance with 22 CFR 226 22 entitled "Payment"

(b) Prepare a "Financial Status Report" SF 269a, on an accrual basis and submitted quarterly in an original and two copies to USAID Office of Financial Management, M/FM/CMP/MP Room 7 07-095, RRB Washington DC 20523 A final SF269a report shall be submitted within 90 days of completion of this Agreement An additional copy of each SF269a shall be submitted to the cognizant Agreement Officer, M/OP/B/LA, Room 7 09-103 RRB, Washington DC 20523-7100 The Financial Status Reports shall be in keeping with the financial reporting requirements and shall be in accordance with 22 CFR 226 52 entitled, "Financial Reporting"

1 5 2 Monitoring and reporting program performance

(a) Requirements The Recipient shall submit an original and one copy of a brief quarterly program report to the USAID Senior Advisor for Cuba, AA/LAC, Rm 5 08-036, Washington, DC 20523 In addition one copy shall be submitted to USAID/PPC/POL/CDIE Room M 01-010, RRB Washington, DC 20523-1802 A final performance report is also required

(b) Contents The quarterly program report shall present the information contained in 22 CFR 226 51(d) It states

"Performance reports shall generally contain, for each award, brief information on each of the following

(1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs

- (2) Reasons why established goals were not met, if appropriate
- (3) An illustrative list of titles of publications and videos shall be included in Quarterly Performance Reports
- (4) Include, as an attachment, a copy of materials distributed such as brochures and the like
- (5) Copy of any insurance policy(ies) deriving from this agreement
- (6) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs

1 5 3 Final Report

Within 90 days following the estimated completion date of this Agreement, (see Section 1 2 above), the Recipient shall submit a final report to the USAID Senior Advisor for Cuba RRB, Room 5 08-036, Washington, DC 20523, who shall forward one copy of the final report to USAID CDIE/DI, Washington, DC 20523

The Recipient shall also submit one copy of the final report to the cognizant Agreement Officer, M/OP/B/LA, RRB, Room 7 09-103, Washington DC 20523 The report shall cover the entire period of the Agreement and include all information shown in Section 1 5 2, specifically including, but not necessarily limited to

- (1) A summarization of the program s accomplishments or failings
- (2) An overall description of the activities under the program during the period of this Agreement
- (3) A description of the methods of work used,
- (4) Comments and recommendations regarding unfinished work and/or program/continuation and direction and
- (5) A fiscal report that describes in detail how the Agreement funds were used

1 5 4 Special Reports

Between the required program performance reporting dates, events may occur that have significant impact upon the program In such instances, the Grantee shall inform the USAID Project Officer as soon as the following types of conditions become known

(1) Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of work units by established time periods This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any USAID assistance needed to resolve the situation,

(2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected,

(3) If any performance review conducted by the Recipient discloses the need for change in the budget estimates in accordance with the criteria established in 22 CFR 226 25, the Recipient shall submit a request for budget revision to the Agreement Officer and the USAID Senior Advisor to Cuba

1 6 SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

It is understood and agreed that USAID will be substantially involved during the performance of this Cooperative Agreement as follows

Workplan The USAID Senior Advisor for Cuba shall be consulted during the development of the workplan and shall have the right to approve the initial workplan and any revisions to it which involve the use of USAID funds The recipient shall provide the names addresses and funtions of each organization, together with information on whether the organization is independent, not an agency or instrumentality of the Cuban government USAID approval of the plan, in whole or in part including approval of assistance to or through particular nongovernmental organizations, will be determined after consultation with the Department of State The USAID Senior Advisor for Cuba shall review and approve the evaluation of accomplishments The USAID Senior Advisor must also approve any changes in the direction or development of specific objectives of the USAID supported activities of this program

Key Personnel The USAID Senior Advisor for Cuba shall approve in advance, the selection of any key personnel and any alternate(s)

Monitoring and Evaluation Plans The USAID Senior Advisor for Cuba shall approve evaluation plans and monitoring progress toward the achievement of program objectives during the course of the Cooperative Agreement

1 7 KEY PERSONNEL

The key personnel which the Grantee shall furnish for the performance of this Agreement is as follows

POSITION	NAME
Principal Investigator	Irving L Horowitz

The personnel specified above is considered essential to the work being performed hereunder. Prior to selecting or replacing any of the specified individual, the Recipient shall notify both the cognizant USAID Agreement Officer and the cognizant USAID Senior Advisor for Cuba reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement shall be made by the Recipient without the written consent of the Agreement Officer.

1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22 CFR 226.30 through 37.

The Agreement Officer hereby approves the purchase of tangible nonexpendable general and special purpose personal property (equipment) including exempt property charged directly to the award having a useful life of less than one year and an acquisition cost of \$5,000 or less per unit. The Agreement Officer must approve the purchase of tangible nonexpendable general and special purpose personal property (equipment) including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Approval is subject to programmatic constraints as deemed appropriate by the cognizant Agreement Officer.

The prior approval for property with a useful life of less than one year and less than \$5,000 per unit is subject to the authorized geographic code below.

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935 (Special Free World). USAID Geographic Code 935 includes any area or country in the Free World, including the cooperative country Cuba, vis-a-vis the Cuban Democracy Act of 1992.

1.10 LICENSING REQUIREMENTS FOR CUBA

(a) In accordance with the Cuban Democracy Act, Cuba is considered an eligible source for those procurements necessary to carry out the specific, narrow purpose of this Agreement. In addition, the U.S. Treasury Department has issued USAID License No. C-18212 and Amendment No. C-18212-A (attached) thereto, authorizing the Agency to carry out the full range of activities under this Agreement.

(b) The Cuban Democracy Act and the Libertad Act, under which the activities financed under this Cooperative Agreement are authorized, provide authority to carry out activities through individuals and non-governmental organizations to promote a peaceful transition to democracy in Cuba. The Treasury and Commerce Departments regulate trade and traffic in Cuba. The Treasury Department maintains and enforces licensing requirements for travel to Cuba, expenditures of funds on the Island and remittances of cash to Cuba. The Commerce Department maintains and enforces licensing requirements of all U.S.-origin goods to Cuba.

(c) The Department of Treasury has provided USAID with a general license to cover USAID recipients/grantees traveling to Cuba under this program and expenses they incur while carrying out grant activities on the Island

(d) The Department of Commerce has not provided USAID a blanket license, therefore, all USAID grantees/recipients providing any kind of equipment and supplies to recipients in Cuba must apply directly to the Commerce Department's Bureau of Export Administration. The address of the pertinent office in the Department of Commerce which grants licenses for transactions concerning Cuba is

Office of Exporter Services
P O Box 273
Bureau of Export Administration
Department of Commerce
Washington, DC 20230
Tel (202)482-4811
Fax (202)482-3617

1 11 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable fringe benefit costs shall be reimbursed on the basis of the following negotiated fixed rate and the appropriate bases

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefit	8 75%	1/	2/	3/
1/ Base of Application	Direct salaries and wages			
2/ Type of Rate	Fixed			
3/ Period	July 1 1998 until 6/30/99			

1 12 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence

Attachment 1 - Schedule
22 CFR 226
Attachment 3 - Standard Provisions
Attachment 2 - Program Description

1 13 COST SHARING

The Recipient agrees to expend an amount not less than 22% of the total Federal contribution. Cost sharing contributions will meet the criteria as set out in 22 CFR 226 23

1 14 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services

- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID financed publications and video productions is attached.
- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the agreement officer:
- (1) Any communication product costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (2) Any communication products that will be sent directly to or likely to be seen by, a Member of Congress or Congressional staffer, and
 - (3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use).

1 15 PAYMENT OFFICE

US AGENCY FOR INT'L DEVELOPMENT
M/FM/CMP/MP
Room 7 07-095 RRB
Washington DC 20523

1 16 GRANT ADMINISTRATION OFFICE

The post-award grant administration office is the U S Agency for International Development M/OP/B/LA RRB Room 7 09-103 Washington, DC 20523-7100. The cognizant Agreement Officer is Dana P Doo-Soghoian, Agreement Officer and may be contacted at 202 712-5671.

1 17 PROJECT OFFICE

The Project Office is the U S Agency for International Development LAC/SPM RRB, Washington, DC 20523. The cognizant Project Officer is the USAID Senior Advisor for Cuba David Mutchler, and may be contacted at 202-712-4742.

1 18 SPECIAL PROVISIONS

1 This Cooperative Agreement is made pursuant to the authorities of the Cuban Democracy Act 22 U S C 6001 et seq, Sec 6004, ("CA") and the Cuban Liberty and Democratic Solidarity (Libertad) Act of 1996, 22 U S C Sec 6021 et seq, Sec 6039, ("Libertad Act"). Activities authorized and financed under this Cooperative Agreement are governed and limited by the terms of the CDA and the Libertad Act.

2 The CDA and the Libertad Act authorize assistance through nongovernmental organizations to support individuals and independent nongovernmental organizations to promote peaceful, nonviolent democratic change in Cuba through various types of democracy-building efforts for Cuba. The Recipient agrees that funds made available under this Cooperative Agreement will only be utilized for peaceful, nonviolent activities, in accordance with the CA and the Libertad Act.

3 No funds or assistance under this Cooperative Agreement may be provided to the Cuban Government, as stated in the Libertad Act. The Libertad Act, 22 U.S.C. Sec. 6023(1) and (5), defines "Cuban Government" as including the government of any political subdivision of Cuba, and also any "agency or instrumentality" of the Government of Cuba, as these terms are further defined in 28 U.S.C. Sec. 1603(b). Section 1603(b) states that an organization which is either a) an "organ of a foreign state or political subdivision thereof" (here an organ of the Cuban Government), or b) "a majority of whose shares or other ownership interest is owned by a foreign state or political subdivision thereof" is an "agency or instrumentality of a foreign state," thus ineligible for funding under this Cooperative Agreement. Employees of the Government of Cuba, as defined above, are also ineligible for assistance under this Cooperative Agreement while working in their official capacities. However, such persons while not working in their official capacities as employees of the Cuban Government, are considered as individuals and are eligible for assistance. Furthermore, merely providing information on transitions to democracy, human rights, and market economies to individuals who are Cuban Government employees is not considered assistance to the Cuban Government, because the information is offered to these persons as individuals, and does not benefit the current Government of Cuba.

4 The Conference Report to the Libertad Act, H.R. 104-468, page 50, clarifies that "incidental payments or indirect benefits to commercial or regulatory entities of the Cuban Government, e.g., payments for hotels, car rental, travel or transportation to or within the island, purchases of other goods or services in the local economy, customs fees, migration fees, or other comparable government charges" are not considered to be assistance to the Cuban Government which is prohibited by the Libertad Act.

5 The Recipient shall take all reasonable steps necessary to ensure that the above special provisions 1-4 are followed. Violation of special provision no. 2 above is grounds for termination of this Cooperative Agreement for cause and disallowance of costs incurred. Violation of special provision 3 may lead to disallowance of costs incurred.

6 However, no USAID funding made available under this grant or cooperative agreement will be used for cash assistance to individuals residing in Cuba who are dissidents or victims of political repression or to Cuban democratic or human rights groups.

7 US-funded material assistance, direct or indirect, are not to be provided to the Catholic Church in Cuba. Other exceptions may be authorized in writing by the CARITAS Director in Cuba and the authorization must state it is for USAID-funded activities.

LAG-A-00-98-00051-00

Attachment 2

ATTACHMENT 2
PROGRAM DESCRIPTION

The Recipient's proposal entitled "Preparing for Change in Cuba" dated December 1997, and the Program Description (Attachment 2) are hereby incorporated and made a part of this Award

Program Description

The Purpose of the Rutgers project is to continue the development of planning of assistance to a future transition government and, eventually, to a democratically elected government in Cuba. The project will then disseminate the results of its analysis to the people of Cuba, through other USAID grantees as well as by other means. The project will expand upon the themes which President Clinton addressed in his 28 January 1997 message, "Support for a Democratic Transition in Cuba."

1) Documentation The initial phase of the project will be the development of a comprehensive description of Cuba as it exists today. Full documentation of existing structures, demographics, economic statistics, etc. will be collected from the best available sources and will be compiled in a single document (The Cuban Fact and Reference Guide) that will provide a benchmark and common ground for policy planning.

2) Analysis A conference will be convened, drawing together academic, business and political figures, who will prioritize the proposed planning process for Cuban transition. The participants will also assist in the development of a comprehensive list of potential assets for the transition planning process.

The conference will take place on the campus of Rutgers, The State University of New Jersey, in January, 1999. In consultation with USAID, Rutgers will make invitations to a selected list of government and non-government experts to participate in the conference and to address specific transition issues. USAID will approve the final participant list and conference agenda. The structure of the conference will be as follows:

Day 1 Evening dinner meeting and general keynote address
Day 2 Two-hour plenary session
 Initial group meetings
 Luncheon with policy address
 Continued group meetings
Day 3 Group reports
 Closing plenary session
 Working luncheon

3) Recommendations Based on the conference deliberations, Rutgers will make a set of recommendations to USAID to help guide planning for assistance to a future transition government and to a democratically elected government in Cuba.

4) Dissemination of Conference Proceedings and Recommendations

As authorized by Section 109(a) of the LIBERTAD Act, the conference proceedings and recommendations will be translated into Spanish and printed as a monograph for distribution in Cuba by the U S Interests Section in Havana, by dissident groups and by independent journalists. Copies will be provided to USAID grantees and others working with dissidents on the island. Radio-TV Marti, as well as South Florida Spanish language radio stations which reach island listeners, will be asked to disseminate the major findings and recommendations of the project. English and Spanish texts of the proceedings will be posted by the internet web site of "Cuba On-Line". Copies will be sent to foreign embassies in Washington, D C, with the request they make the materials available to the Cuban people through their embassies in Havana. Copies will be given to the U S Information Agency for transmission to USIA posts throughout the hemisphere and in Europe with a request that the materials be forwarded to appropriate government and nongovernment agencies for onward transmission to the Cuban people.