

AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON, D.C. 20523

Dr. Ibrahim F.I. Shihata
Chairman of the Board of Directors
International Development Law Institute
Via Paolo Frisi 23
00197 Rome, Italy

Subject: Grant PDC-0900-G-00-0060-00

Dear Dr. Shihata:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or Government) hereby provides to the International Development Law Institute (hereinafter referred to as "IDLI" or "Grantee") the sum of \$350,000 to provide support for activities described in Attachment 2 to this grant, entitled "Program Description" (and as more fully described in IDLI's proposal dated March 23, 1990, hereby incorporated by reference into this grant.

This grant is effective and obligation is made as of August 9, 1990, and shall apply to commitments made by the Grantee in furtherance of program objectives during the period from the effective date through August 8, 1991. The obligated amount is \$350,000, as more fully described in Attachment 1, Article D of the grant.

A.I.D. shall not be liable for reimbursing the Grantee for any costs in excess of the A.I.D. obligated amount, specified in the section "Amount of Grant and Payment". Funds disbursed by A.I.D., but uncommitted by the Grantee at the expiration of this period, shall be refunded to A.I.D.

This grant is made to IDLI on the condition that the funds will be administered in accordance with the terms and conditions as set forth in this cover letter, Attachment 1, entitled "The Schedule," Attachment 2, entitled "Program Description," and Attachment 3, entitled "Standard Provisions," which have been agreed to by your organization and constitute the complete grant.

BEST AVAILABLE COPY

Please sign the original and all copies of this letter to acknowledge your receipt of the grant, retain one set for your files, and return the original and remaining copies to the undersigned.

Sincerely yours,

Edward H. Thomas

Edward H. Thomas
Grant Officer
Central Operations Branch
Office of Procurement

Attachments:

- 1. The Schedule
- 2. Program Description
- 3. Standard Provisions

ACKNOWLEDGED:

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

BY: *Ibrahim F.I. Shihata*

TYPED: Dr. Ibrahim F.I. Shihata, Chairman

TITLE: Board of Directors, IDLI

DATE: August 9, 1990

FISCAL DATA

PIO/T No.	:	930-0900-0309000
Project No.	:	930-0900
Appropriation	:	72-1101021.5
Allotment/BPC	:	FDEA-90-13001-KG11 (045-30-099-00-20-01)
Obligated Amount	:	\$350,000
Total Est. Amount	:	\$1,050,000

TOTAL OBLIGATED AMOUNT: \$350,000

DUNS NO.	:	99-918-3320
TIN	:	n/a
Technical Office	:	PPC/DC

THE SCHEDULE

ARTICLE A - PURPOSE OF GRANT

The purpose of this grant is to provide partial funding for general and administrative expenses as well as for fellowships for development lawyers from least developed countries to attend IDLI training in Rome, Italy, as described in Attachment 2 to this grant and IDLI's March 23, 1990, proposal, which is incorporated by reference into this grant.

ARTICLE B - PERIOD OF PERFORMANCE

1. The effective date of this grant is August 9, 1990, and the expiration date is August 8, 1993. Subject to the availability of funds and possible evaluation of the program and program priorities at the time, the period of the grant may be extended an additional two years.

2. Funds obligated hereunder are available for program expenditures for the estimated period from the effective date until August 8, 1991, as shown in the Grant Financial Plan (Budget) below.

ARTICLE C - AMOUNT OF GRANT AND PAYMENT

1. The total estimated amount of this Grant for the three year period shown in B.1. above is \$1,050,000.

2. A.I.D. hereby obligates the amount of \$350,000 for the program expenditures during the period set forth in B.2. above and as shown in the Grant Financial Plan below.

3. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 3 - Standard Provision Number 12, entitled "Payment (Cost Reimbursement)". A.I.D. shall not be liable for reimbursing the Grantee for any costs in excess of the obligated amount.

4. Additional funds up to the total amount of the grant shown in C.1. above may be obligated by A.I.D. subject to the availability of funds, the mutual agreement of the parties to proceed, and the requirements of the Standard Provision of the Grant entitled "Revision of Grant Budget".

ARTICLE D - FINANCIAL PLAN

The following is the Financial Plan (Budget) for this grant. Revisions to this Budget shall be made in accordance with the Standard Provision of this Grant entitled "Revision of Grant Budget."

<u>Cost Element</u>	<u>Obligated Amount</u> (Yr. 1)	<u>Estimated Additional</u> (Yrs 2/3)	<u>Total Estimated</u> (All 3 Yrs.)
1. Local Salaries	\$125,000	\$250,000	\$375,000
2. Office Expenses	\$ 54,000	\$ 66,600	\$120,600
3. Scholarships			
A. DLC	\$ 99,000	\$222,600	\$321,600
B. IBT	\$ 72,000	\$160,800	\$232,800
TOTAL ESTIMATED AMOUNT	\$350,000	\$700,000	\$1,050,000

ARTICLE E - REPORTING AND EVALUATION

1. Annual Workplan: IDLI will provide A.I.D. with five copies of an annual workplan at the start of each grant year (in the case of Year One, the Plan will be provided during the first three months).

2. Annual Report: At the beginning of each grant year after the first year, IDLI will provide A.I.D. with an Annual Report summarizing the major efforts, accomplishments and problems during the previous twelve months. The Annual Report will include the amount of financing obtained during the previous twelve (12) months from non-USG contributors by contributor, a list of trainees who completed courses during the previous twelve months to include their nationality, sex, employer, and the donor country or donor organization which financed their training (including funds provided by A.I.D. other than from this grant, the amount of that financing, and the course taken). The Final Report (annual report for the last year of the grant) shall be submitted within sixty (60) days after the completion date of the grant.

3. Reports and workplans specified in E.1. and E.2. above shall be sent to the Project Officer at the following address:

Mr. D. W. Muncy
A.I.D.PPC/DAC,
Room 3637 N.S.
320 21st Street, N.W.
Washington, D.C. 20523-0008
Phone: (202) 647-4406

In addition, the Grantee shall prepare and submit two copies of each report required in E.2. above to the Bureau for Program and Policy Coordination, Center for Development Information and Evaluation, Development Information Division (PPC/CDIE/DI). All documents should be mailed to:

PPC/CDIE/DI
ACQUISITION
Room 209, SA-18
Agency for International Development
Washington, D.C. 20523-1802

The title of all reports forwarded shall include a descriptive title, the author's name(s), grant number, the project number and title, grantee's name, name of the A.I.D. project office, and the publication or issuance date of the report.

4. Financial Reports: Financial reporting requirements shall be in accordance with the Standard Provision in Attachment 3 entitled "Payment (Cost Reimbursement)". All financial reports shall be submitted to A.I.D., Office of Financial Management:

A.I.D.
PFM/PM/A/PNP
Office of Financial Management
Room 701, SA-2
Washington, D.C. 20523-0209.

In addition, one copy of all financial reports shall be submitted to the A.I.D. Project Office specified in E.3. above.

Attachment Two (2)

Grant No.: PDC-0900-S-00-0060-00

P. 1 of 2

Program Description

OBJECTIVE

The objective of this A.I.D. grant is to provide the International Development Law Institute (IDLI) with a three-year grant renewable for two years, subject to an evaluation conducted near the end of year three. A.I.D. support over the grant period will assist IDLI obtain its stated organizational goal of self-sustainability by 1995. The grant will provide IDLI funds to partially cover general and administrative costs as well as provide fellowships for LDC development lawyers attending the Institute's training in Rome, Italy.

Funds requested will be used to further the Institute's objective of helping developing country legal advisors and lawyers play a more constructive role in the development process. IDLI's mid-career training programs are designed to improve the ability of developing country lawyers to negotiate agreements and assist in the implementation of projects in the fields of development assistance, private sector development, foreign investment and international trade.

SCOPE OF WORK

Requested assistance will provide a percentage of local staff salaries and other administrative costs for each year of the grant; and fellowships for worthy private and public sector lawyers, representing about 12 percent of the participants in each session, for the Development Lawyers Course (DLC) and the International Business Transactions seminars (IBT). These represents three fellowships for each DLC course, or six per year. DLC training incorporates several skill-building areas; advising clients, negotiating agreements, planning and designing legal components in development projects, drafting agreements and other documents, reviewing and revising legal and related documents, monitoring the performance of legal obligations and resolving disputes. Training in these legal skills is followed by substantive treatment of international project financing, international procurement of goods, services and civil works and foreign investment.

The IBT seminars are generally directed toward senior development lawyers from the public and private sector. Funds provided by A.I.D. will provide scholarships for at least three full or partial fellowships for each seminar, or roughly 12 per grant year. IBT seminars cover specialized topics of immediate relevance to the participants based on their job responsibilities. Recent IBT seminar topics have included petroleum exploration agreements, international contract dispute resolution, debt rescheduling and investment treaties, investment contracts and joint ventures. Increasingly the IBT seminars are being directed to private sector development and legal reform as well as international contracting.

Funds requested for general and administrative costs represent a portion of the total of a particular line item. These were selected in order to best meet IDLI needs and minimize grant administration. IDLI receives grant funds for institutional expenses from other donors who often wish to be associated with certain expense line items, particularly expenses directly associated with program implementation. Thus, from year to year, the amounts shown in Attachment B, Illustrative Budget, may vary slightly within each line item.

Participants receiving fellowships from A.I.D. funds must be programmed according to the provisions for Third Country Training as defined in Chapter 8, Handbook 10, Participant Training. A blanket waiver for third country training for A.I.D.-funded participants to IDLI programs has been approved by A.I.D./W, Office of International Training (OIT). Therefore, Missions need not request approval from OIT on each occasion they wish to identify and send participants to attend IDLI courses and seminars in Italy.

A.I.D. and IDLI will conduct an evaluation near the end of year three to evaluate IDLI's performance toward self-sustainability and other project issues. The results of this evaluation will determine the level of A.I.D. financial support for the proposed additional years of the grant period.

REPORTS

Technical reports: IDLI will provide A.I.D. with five copies of an annual work plan at the start of each grant year (in the case of year one, the Plan will be provided during the first three months).

At the beginning of each grant year after the first, IDLI will provide A.I.D. an Annual Report summarizing the major efforts, accomplishments and problems during the previous twelve months. The Annual Report will include, the amount of financing obtained during the previous 12 months from non-USG contributors by contributor, a list of trainees who completed courses during the previous twelve months to include their nationality, sex, employer, and the donor country or donor organization which financed their training (including funds provided by A.I.D. other than from this grant, the amount of that financing, and the course taken.

Financial reports: Financial reporting requirements shall be in accordance with the Standard Provisions of the grant agreement. All financial reports shall be submitted to A.I.D., Office of Financial Management, Program Accounting and Finance Division (M/FM/PAPD), Washington, D.C. 20523. One copy of the financial report shall be submitted to the A.I.D. Project Officer responsible for project management.

STANDARD PROVISIONS FOR
GRANTS TO PUBLIC INTERNATIONAL ORGANIZATIONS

- | | |
|----------------------------------|--|
| 1. Allowable Costs | 10. Publications |
| 2. Refunds | 11. Audit and Records (Select and include only the applicable version as specified in the applicability statement of the provision.) |
| 3. Revision of Grant Budget | 12. Payment (Select and include only the applicable version as specified in the applicability statement of the provision.) |
| 4. Termination Procedures | |
| 5. Disputes | |
| 6. U.S. Officials Not to Benefit | |
| 7. Nonliability | |
| 8. Amendment | |
| 9. Notices | |

1. ALLOWABLE COSTS (JULY 1988)

(a) The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are reasonable, allocable, and allowable.

(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 shall mean those costs which are necessary to the grant.

(3) Allowable shall mean those costs which are reasonable and allocable, and which conform to any limitations set forth in this grant.

(b) Prior to incurring a questionable or unique cost, the grantee is encouraged to obtain the grant officer's written determination as to whether the cost will be allowable.

2. REFUNDS (JULY 1988)

(a) The grantee is encouraged to utilize interest bearing accounts where feasible and shall remit to A.I.D. all interest earned on funds provided by A.I.D.

(b) Funds obligated by A.I.D. but not disbursed to the grantee at the time the grant expires or is terminated shall revert to A.I.D., except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant. Any funds advanced to but not expended by the grantee at the time of expiration or termination of the grant shall be refunded to A.I.D. except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant.

(c) If, at any time during the life of the grant, or as a result of final audit, it is determined that A.I.D. funds provided under this grant have been expended for purposes not in accordance with the terms of this grant, the grantee shall refund such amount to A.I.D.

3. REVISION OF GRANT BUDGET (JULY 1988)

(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 expects the amount of A.I.D. authorized funds to exceed its needs by more than \$5,000 or five percent of the A.I.D. award, whichever is greater.

(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 under the "Termination Procedures" provision) or otherwise to incur 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 PROCEDURES (JULY 1988)

This agreement may be terminated, in whole or in part, by either party at any time upon 30 days written notice of termination. Upon receipt of and in accordance with a termination notice from the grant officer, the grantee shall take immediate action to cease all expenditures financed by this grant and to cancel all unliquidated obligations if possible. Further, upon receipt of notice of termination, the grantee shall not enter into any further obligations under this grant. Except as provided below, no further reimbursement shall be made after the effective date of termination. The grantee shall within 30 days of the effective date of termination repay to the Government all unexpended A.I.D. 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 termination be insufficient to cover the grantee's obligations in a legally binding transaction, the grantee may submit to the Government within 90 days after the effective date of termination a written claim for such amount. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the "Allowable Costs" provision of this grant.

5. DISPUTES (JULY 1988)

(a) Any dispute under this grant shall be decided by the A.I.D. grant officer. The grant officer shall furnish the grantee a written copy of the decision.

(b) Decisions of the A.I.D. grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeals the decision to the Administrator of A.I.D. Any appeal made under this provision shall be in writing and addressed to the Administrator, Agency for International Development, Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the grant officer.

(c) In connection with any appeal proceeding under this provision, the grantee shall be given an opportunity to be heard and to offer evidence in support of its appeal.

(d) A decision under this provision by the Administrator or an authorized representative shall be the final decision of A.I.D.

6. U.S. OFFICIALS NOT TO BENEFIT (JULY 1988)

No member of or delegate to the U.S. Congress or resident U.S. Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.

7. NONLIABILITY (JULY 1988)

A.I.D. does not assume liability for any third party claims for damages arising out of this grant.

8. AMENDMENT (JULY 1988)

The grant may be amended upon mutual consent of the parties 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.

9. NOTICES (JULY 1988)

Any notice given by A.I.D. or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the A.I.D. grant officer, at the address specified in the grant.

To grantee, at grantee's address shown in the grant or to such other address designated within the grant.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

10. PUBLICATIONS (JULY 1988)

(This provision is applicable when publications are financed under the grant.)

(a) If it is the grantee's intention to identify A.I.D.'s contribution to any publication resulting from this grant, the grantee shall consult with A.I.D. on the nature of the acknowledgement prior to publication.

(b) The grantee shall provide the A.I.D. project officer with one copy of all published works developed under this grant and with lists of other written work produced under the grant.

(c) Except as otherwise provided in the terms and conditions of the grant, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, but A.I.D. reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for U.S. Government purposes.

11. AUDIT AND RECORDS (STANDARD) (JULY 1988)

(This provision is applicable when A.I.D. is not the sole contributor to the grant program.)

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. The Grantee confirms that this program will be subject to an independent audit in accordance with the Grantee's usual auditing procedure, and agree to furnish copies of these audit reports to A.I.D. along with such other related information as may be requested by A.I.D. with respect to questions arising from the audit report.

12. PAYMENT (COST-REIMBURSEMENT) (JULY 1988)

(This provision is applicable when the grantee does not meet the standards for a letter of credit or for periodic advances.)

The grantee shall submit to the paying office indicated in the grant letter an original and 3 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, normally once a month, but in any event no less than quarterly. Each voucher shall be identified by the grant number and shall state the total costs for which reimbursement is being requested.

AID 1350-1
(10-79)

UNITED STATES INTERNATIONAL
DEVELOPMENT COOPERATION AGENCY
AGENCY FOR
INTERNATIONAL DEVELOPMENT

PIO/T

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1. Cooperating Country

Worldwide

Page 1 of 6 Pages

2. PIO/T No.

930-0900 0309000

3. Original or
Amendment No. _____

4. Project/Activity No. and Title

International Development Law Institute
930-0900

DISTRIBUTION

5. Appropriation Symbol

72-110102155

6. Allotment Symbol and Charge

FDEA-90-13001-KG-11(045-30-099-00-20-01)

7. Obligation Status

Administrative Reservation

Implementing Document

8. Project Assistance Completion Date
(Mo., Day, Yr.)

9. Authorized Agent

AID/W M/SER/OP

10. This PIO/T is in full conformance with PRO/AG

N/A

Date _____

11a. Type of Action and Governing AID Handbook

AID Contract
(HB 14)

PASA/RSSA
(HB 12)

AID Grant
(HB 13)

Other

11b. Contract/Grant/PASA/RSSA
Reference Number (if this is an
Amendment)

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		-0-	\$350,000	-	\$350,000
B. U.S.-Owned Local Currency					

14a. Instructions to Authorized Agent

MS/OP/W is requested to negotiate a three-year grant with a provision for extension of two or more years with International Development Law Institute (IDLI) to provide (1) general and administrative support and (2) finance a number of fellowships to Rome-based training. An expanded program description and level of effort by IDLI is included in Attachment A. Attachment B is a illustrative budget for A.I.D.-financed support.

Note! IDLI is an International Organization (IO).

14b. Address of Voucher Paying Office

FM/PAD

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate

Phone No. _____

B. The statement of work lies within the purview of the initiating and approved agency programs

Date _____

DW Muncy PPC/DC/DAC

Date 5/21/90

TOM O'Keefe PPC

5/23

C. Cliff Lewis, DAA/PPC

Date 9/2/90

D. Funds for the services requested are available

Fred Perry, PPC/DC

Date 5/21/90

Rose Anderson
FM/PAD

E. Paul Knepp, OIT

Date 5/21/90

Victor Barnes, PPC/PDPR

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to

Signature N/A

Date _____

17. For the Agency for International Development

Signature Reginald J. Brown

Date 5/31/90

Title _____

Title Assistant Administrator, PPC