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The Key Documents organized upon the Phase out of the Task Force for Humanitarian Assistance (TFHA) are contained in four Volumes. Volume 4 contains the office position descriptions and office procedures. The contents of the first three volumes are as follows.

VOLUME I	VOLUME II	VOLUME III
charter & Delegations	Family Assistance	Elections
statutes bipartisan Accord	cash For Food	Program Support
Peace Agreements	Verification Comm.	Reports
TFHA Policies	Human Rights	
Legal Opinions	Medical Program	
Accountability		
Phase Out		

PA-ABF-549

VOL.

I

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

OFFICE OF
THE GENERAL COUNSEL

APR 1 1988

ACTION MEMORANDUM FOR THE ADMINISTRATOR

FROM: GC, Howard M. Fry *HMF*

SUBJECT: Task Force on Humanitarian Assistance in Central
America

Issue: To establish an A.I.D. task force for administering assistance made available by H.J. Res. 523, a Joint Resolution to provide assistance and support for peace, democracy, and reconciliation in Central America (the "Joint Resolution").

Background: On April 1, 1988, the Joint Resolution was enacted into law requiring A.I.D. to direct, manage and support assistance for the democratic resistance in Nicaragua (including transportation), provide assistance for certain children who are war victims, and provide assistance to and operate in cooperation with the Verification Commission established under the Sapoa Agreement. In order to give effect to the requirements of the Joint Resolution, we believe that an intraagency task force needs to be established to direct, manage, and implement the provision of all assistance and support pursuant to the Joint Resolution.

Attached at Tab A is a delegation of authority from you to the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") which delegates the authority to implement the program. Attached at Tab B is the charter which would establish the Task Force.

Recommendation: That you sign the attached delegation of authority and charter.

Clearances: D/TFRCA, TMorse *DM*
DGC, JMullen *JEM(GD)*
LEG, KCKammerer *KCK(GD)*
AA/M, TRollis *TR*

Drafted: GC/LAC, GDavidson:rml:4/1/88:1847J

DELEGATION OF AUTHORITY

No. _____

TO: Director of the Task Force on Humanitarian Assistance
in Central America

FROM: The Administrator

A. Pursuant to the authority vested in me as the Administrator of the Agency for International Development, and in accordance with the authority contained in the Joint Resolution providing assistance and support for peace, democracy, and reconciliation in Central America (H.J.Res. 523)(the "Joint Resolution"), I hereby delegate to the Director of the Task Force on Humanitarian Assistance in Central America the authority to direct, manage, and implement the provision of all assistance and support pursuant to the Joint Resolution.

B. This Delegation of Authority includes all necessary authority otherwise available by law to the Agency for International Development for purposes of carrying out the Joint Resolution including, but not limited to, authorities relating to procurement and expenditure of Government funds other than confidential funds, as the agency administering the assistance provided pursuant to section 111 of Public Law 100-202 could exercise with respect to the provision of such assistance.

C. Notwithstanding any provision of this Delegation of Authority, the Administrator of the Agency for International Development may at any time exercise any function delegated by this Delegation of Authority.

D. This Delegation of Authority shall be effective immediately.

Signature: Alan Woods

Name: Alan Woods

Title: Administrator

Date: 4/1/88

CHARTER

TASK FORCE ON HUMANITARIAN ASSISTANCE IN CENTRAL AMERICA

A. Official Title:

Task Force on Humanitarian Assistance in Central America (the "Task Force").

B. Specific Establishment Authority:

The Task Force is established under the general authority vested in the Administrator of the Agency for International Development and pursuant to H.J. Res. 523 (the "Joint Resolution") as enacted into law on April 1, 1988.

C. Date Established:

Immediately upon the date of signature of this charter.

D. Objectives, Scope of Activities, and Duties:

1. Objectives

The objectives of the Task Force are to direct, manage, and implement the provision of all assistance and support authorized by the Joint Resolution.

2. Scope of Activities and Duties

a. To advise the Administrator and other A.I.D. officials on policy, legislative, implementation, and management matters arising out of the provision of the assistance and support authorized by the Joint Resolution.

b. To recommend, adopt, and monitor accounting procedures and controls for funds necessary to achieve the objectives of the Joint Resolution.

c. To recommend and formulate regulations and procedures, consistent with the Joint Resolution and delegations of authority, in order to carry out the purposes of the Joint Resolution.

d. To coordinate with non-governmental and international organizations which will assist in the provision of assistance authorized by the Joint Resolution.

e. To coordinate with other A.I.D. offices and personnel to obtain full and satisfactory support on a timely basis in implementing the requirements of the Joint Resolution.

f. To provide advice and support to the Administrator regarding his position as chair of the Interagency Working Group.

g. To exercise such other functions as shall be determined by the Administrator or the Director of the Task Force in coordination with the Administrator.

F. Proposed Duration of the Task Force:

September 30, 1988.

G. Chairmanship of the Task Force:

The Task Force shall be chaired by the Director of the Task Force on Humanitarian Assistance in Central America who shall be appointed by the Administrator and who shall be responsible to the Administrator.

H. Membership of the Task Force:

The following offices shall be represented on the Task Force: PPC, LAC, FVA, LEG, OFDA, GC, XA, FM, SER, PM, and IG. Each such office shall designate in writing to the Director, by April 7, 1988, the name of the individual who will be the office representative on the Task Force.

H. Miscellaneous:

1. Task Force meetings may be called at such times and upon such notice as the Director may determine.

2. Special requirements such as requisite supplies (office furniture and supplies) and equipment (word processing and computer equipment) shall be provided through M/SER/MO and M/SER/IRM, respectively. M shall provide or arrange for office space.

I. Authorizing Official and Charter Certification Date:

Authorizing Officer: Alan Woods

Signature: 

Title: Administrator

Date: 4/1/88

AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON, D.C. 20523

Oct 17 4 44 PM '88

AID
EXECUTIVE SECRETARIAT

GENERAL COUNSEL

OCT 12 1988

ACTION MEMORANDUM FOR THE ADMINISTRATOR

FROM: GC, Howard M. Fry *HMF*

SUBJECT: Task Force on Humanitarian Assistance in Central America

Issue: To extend the duration of the A.I.D. Task Force administering assistance made available by H.J. Res. 523, a Joint Resolution to provide assistance and support for peace, democracy, and reconciliation in Central America (the "Joint Resolution").

Background: On April 1, 1988, the Joint Resolution was enacted into law requiring A.I.D. to direct, manage and support assistance for the democratic resistance in Nicaragua (including transportation), provide assistance for certain children who are war victims, and provide assistance to the Verification Commission established under the Sapoa Agreement. On that same day you signed the Charter forming subject Task Force to administer the program. (TAB A). Section F of that charter provides that the proposed duration of the Task Force is until September 30, 1988. The part of the Joint Resolution which provides assistance to the Nicaraguan resistance will also end on that day.

It now seems very likely that new legislation will extend the program until March 31, 1988, and that A.I.D. will again be given responsibility for implementation. On August 24, 1988 C/AID chaired a meeting which discussed the organizational structure of the Task Force beyond September 30, 1988. At the meeting it was decided that the Task Force should continue as a separate organization reporting directly to A/AID. (See Tab B). Attached at Tab C is an Amendment to the Task Force charter which will extend the life of the Task Force to March 31, 1988.

RECOMMENDATION: That you sign the attached Charter Amendment.

900312

CHARTER AMENDMENT NUMBER 1

TASK FORCE ON HUMANITARIAN ASSISTANCE IN CENTRAL AMERICA

✓ The purpose of this Amendment Number 1 is to extend the duration of the Task Force to March 31, 1989. Section F of the original Charter is therefore hereby amended by deleting September 30, 1988, and inserting in lieu thereof March 31, 1989.

All of the other provisions of the charter remain unchanged.

Authorizing Officer: Alan Woods

Signature: 

Title: Administrator

Date: 17 October 1988

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

MAY 12 1989

ACTION MEMORANDUM FOR THE ADMINISTRATOR

FROM: D/TFHA, Ted D. Morse *TDM*
SUBJECT: Task Force on Humanitarian Assistance in Central America

ISSUE: To extend the duration of subject Task Force to March 31, 1990.

BACKGROUND: In April 1989, the Congress passed HR 1750 which provides an additional \$49,750,000 to A.I.D. to provide humanitarian assistance to the Nicaraguan Resistance. The funding remains available until February 28, 1990. The law also provides \$5,000,000 in operating expenses to A.I.D. to meet the necessary administrative expenses to carry out the Act. Those funds remain available until March 31, 1990. Subject Task Force was established by you on April 1, 1988, and was charged with the implementation of two prior programs for the furnishing of similar assistance to the Resistance. In discussions with other A.I.D. organizations, and with your office, it has been determined that the Task Force should continue to implement this program as a separate unit reporting directly to A/AID. Attached at Tab C is an Amendment to the Task Force Charter which will extend the Task Force to March 31, 1990.

RECOMMENDATION: That you sign the attached Charter Amendment.

Attachments:

- Tab A - HR 1750
- Tab B - Task Force Charter
- Tab C - Amendment 2 to the Task Force Charter

Clearance: GC: HMPry *HMPry* Date *5/8*
A/AA/LAC: FSchieck *FS* Date *5/8/89*
AA/PPC: REBissell *REB* Date *5/9/89*

RM
TFHA: RMeighan: cc: 5/5/89: #1456B

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

CHARTER AMENDMENT NUMBER 2

TASK FORCE ON HUMANITARIAN ASSISTANCE IN CENTRAL AMERICA

The purpose of this Amendment Number 2 is to extend the duration of the Task Force to March 31, 1990. Section F of the original Charter, as amended, is therefore further amended by deleting March 31, 1989, and inserting in lieu thereof March 31, 1990.

All of the other provisions of the Charter remain unchanged.

The previous Delegation of Authority to the Task Force Director for this program of humanitarian assistance to the Nicaraguan Resistance remains in full force and effect for the duration of the Task Force.

Authorizing Officer: Alan Woods

Signature: 

Title: Administrator

Date: 11 May 1989

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

REDELEGATION OF AUTHORITY

No. I

TO: The Deputy Director for Operations of the Task Force
on Humanitarian Assistance in Central America

A. Pursuant to the authority vested in me as the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority from the Administrator dated April 1, 1988, I hereby redelegate to the Deputy Director for Operations of the Task Force such authorities delegated to me as Director of the Task Force for the following:

1. The authority to execute purchase orders, contracts and other procurement documents in an amount not exceeding \$1,000,000;

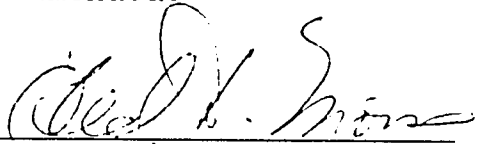
2. The authority to execute grants, cooperative agreements and other assistance instruments (other than grants to foreign governments, agencies thereof or international organizations) in an amount not exceeding \$1,000,000; and,

3. The authority to make advance payments, including payments of dollar or local currency advances as required.

B. The authority redelegated herein shall pertain to both operating expense and program funds. The authorities shall be used by the official named above in consultation with a contracts officer and such other technical personnel as he or she deems necessary. The authority herein redelegated shall not be redelegated and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force. The Director retains concurrent authority to exercise any and all of the authorities herein redelegated.

C. This redelegation of authority is effective immediately and expires on September 30, 1988 unless amended.

Dated: April 8, 1988


Ted Morse, Director of the
Task Force on Humanitarian
Assistance in Central America

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

FIRST AMENDMENT
REDELEGATION OF AUTHORITY
Number TFHA - 1

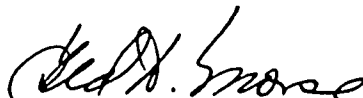
TO: The Deputy Director for Operations of the Task Force on
Humanitarian Assistance in Central America

The purpose of this first amendment is to extend this
delegation of Authority to March 31, 1989. The delegation is
therefore amended as follow.

In paragraph C of the delegation, delete
the date September 30, 1988 and insert in
its place March 31, 1989

All other provisions of the delegation remain unchanged.

DATED: Sept. 30, 1988


Ted D. Morse
Director/TFHA

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

REDELEGATION OF AUTHORITY

No. 2

TO: The Chief of Financial Functions of the Task Force on Humanitarian Assistance in Central America

A. Pursuant to the authority vested in me as the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority from the Administrator dated April 1, 1988, I hereby redelegate to the Chief of Financial Functions such authorities delegated to me as Director of the Task Force for the following:

1. The authority to execute purchase orders, contracts and other procurement documents in an amount not exceeding \$100,000;

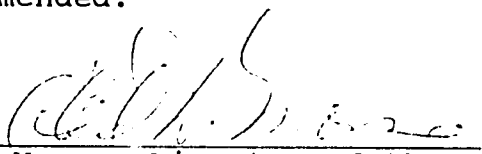
2. The authority to execute grants, cooperative agreements and other assistance instruments (other than grants to foreign governments, agencies thereof or international organizations) in an amount not exceeding \$100,000; and,

3. The authority to make advance payments, including payments of dollar or local currency advances as required.

B. The authority redelegated herein shall pertain to both operating expense and program funds. The authorities shall be used by the official named above in consultation with a contracts officer and such other technical personnel as he or she deems necessary. The authority herein redelegated shall not be redelegated and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force. The Director retains concurrent authority to exercise any and all of the authorities herein redelegated.

C. This redelegation of authority is effective immediately and expires on April 30, 1988 unless amended.

Dated: April 8, 1988



Ted Morse, Director of the
Task Force on Humanitarian
Assistance in Central America

EXPIRED

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

REDELEGATION OF AUTHORITY

No. 3

TO: The Deputy Director of the Office of Procurement

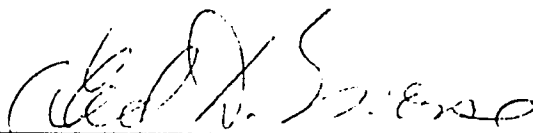
A. Pursuant to the authority vested in me as the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority from the Administrator dated April 1, 1988, I hereby redelegate to the Deputy Director of the Office of Procurement, Francis J. Moncada, such authorities delegated to me as Director of the Task Force for the following:

1. The authority to execute purchase orders, contracts and other procurement documents without limitations;
2. The authority to execute grants, cooperative agreements and other assistance instruments (other than grants to foreign governments, or agencies thereof) without limitation; and,
3. The authority to make advance payments, including payments of dollar or local currency advances as required.

B. These authorities shall pertain to both operating expense and program funds and may be redelegated, as appropriate. These authorities shall be exercised in consultation with such other technical personnel as he deems necessary and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force. The Director retains concurrent authority to exercise any and all of the authorities herein redelegated.

C. This redelegation of authority is effective immediately and expires on September 30, 1988 unless amended.

Dated: 21 April 1988


Ted Morse, Director of the
Task Force on Humanitarian
Assistance in Central America

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

FIRST AMENDMENT
REDELEGATION OF AUTHORITY
Number TFHA - 3

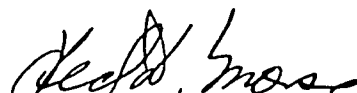
TO: The Deputy Director of the office of Procurement

The purpose of this first amendment is to extend this delegation of Authority to March 31, 1989. The delegation is therefore amended as follow.

In paragraph C of the delegation, delete the date September 30, 1988 and insert in its place March 31, 1989

All other provisions of the delegation remain unchanged.

DATED: Sept. 30, 1988


Ted D. Morse
Director/TFHA

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

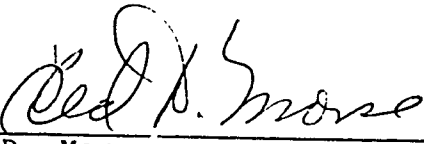
SECOND AMENDMENT
REDELEGATION OF AUTHORITY
NUMBER TFHA - 3

TO: Deputy Director of the Office of Procurement

The purpose of this second amendment is to extend this Delegation of Authority to February 28, 1990. The Delegation is therefore amended as follows:

In paragraph C of the Delegation, as amended, delete the date March 31, 1990 and insert in its place February 28, 1990.

All other provisions of the Delegation remain unchanged.



Ted D. Morse
Director
Task Force on Humanitarian
Assistance

Effective Date: April 1, 1989

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

REDELEGATION OF AUTHORITY
No. TFHA 3-1

TO: The Chief of the Management Support Branch, AID/W
Projects Division, Office of Procurement

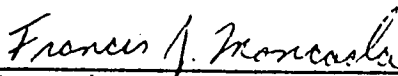
A. Pursuant to the authority vested in me by the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority dated April 25, 1988, I hereby redelegate to Ms. Carolyn Eldridge, Chief of the Management Support Branch, AID/W Projects Division, the Office of Procurement, such authorities delegated to me for the following:

1. The authority to execute grants, cooperative agreements and other assistance instruments (other than grants to foreign governments or agencies thereof) without limitation.

B. These authorities shall pertain to both operating expense and program funds. These authorities shall be exercised in consultation with such other technical personnel as she deems necessary and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force.

C. This re delegation of authority is effective immediately and expires on September 30, 1988 unless amended.

Date: 4-25-88



Francis J. Moncada
Deputy Director, Office of
Procurement

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C. 20523

REDELEGATION OF AUTHORITY
No. TFHA 3-2

TO: The Chief of the Central Operations Branch, AID/W
Projects Division, Office of Procurement

A. Pursuant to the authority vested in me by the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority dated April 21, 1988, I hereby redelegate to Ms. Jean Hacken, Chief of the Central Operations Branch, AID/W Projects Division, the Office of Procurement, such authority delegated to me for the following:

1. The authority to execute purchase orders, contracts and other procurement documents without limitations.

B. This authority shall pertain to both operating expense and program funds. This authority shall be exercised in consultation with such other technical personnel as she deems necessary and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force.

C. This redelegation of authority is effective immediately and expires on September 30, 1988 unless amended.

Date: 4-28-88

Francis J. Moncada
Francis J. Moncada
Deputy Director, Office of
Procurement

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

REDELEGATION OF AUTHORITY
No. TFHA 3-3

TO: The Chief of the AID/Washington Division,
Office of Procurement

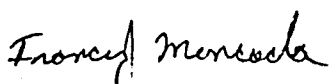
A. Pursuant to the authority vested in me by the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority dated April 21, 1988, I hereby redelegate to Ms. Kathryn Cunningham, Chief of the AID/W Projects Division, the Office of Procurement, such authority delegated to me for the following:

1. The authority to execute purchase orders, contracts and other procurement documents without limitations.

B. This authority shall pertain to both operating expense and program funds. This authority shall be exercised in consultation with such other technical personnel as she deems necessary and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force.

C. This redelegation of authority is effective immediately and expires on September 30, 1988 unless amended.

Date: 6/3/88



Francis J. Moncada
Deputy Director
Office of Procurement

R. Meigs

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

REDELEGATION OF AUTHORITY
No. TFHA 3-4

TO: Contracting Officer
USAID/Tegucigalpa

A. Pursuant to the authority vested in me by the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority dated April 21, 1988, I hereby redelegate to Mr. James Athanas, Contracting Officer, USAID/Tegucigalpa, such authority delegated to me for the following:

1. The authority to execute purchase orders, contracts and other procurement documents without limitations.

B. This authority shall pertain to both operating expense and program funds. This authority shall be exercised in consultation with such other technical personnel as she deems necessary and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force.

C. This redelegation of authority is effective immediately and expires on September 30, 1988 unless amended.

Date: 9/19/88

Francis J. Moncada

Francis J. Moncada
Deputy Director
Office of Procurement

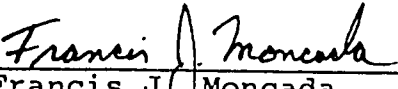
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

REDELEGATION OF AUTHORITY
NUMBER TFHA 3-5

TO: Leonel Pizarro
Contracting Officer
TFHA/H

- A. Pursuant to the authority vested in me by the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority dated April 21, 1988, as amended on September 30, 1988, I hereby redelegate to Mr. Leonel Pizarro, Contracting Officer, TFHA/H, such authority delegated to me for the following:
1. The authority to execute purchase orders, contracts for personal services, and other contracts without limitation.
- B. This authority shall pertain to both operating expense and program funds. This authority shall be exercised in consultation with other technical personnel as he deems necessary and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force. The Director retains concurrent authority to exercise any and all of the authorities herein redelegated.
- C. This Redelelegation of Authority is effective immediately and expires on March 31, 1989 unless amended.

DATED: October 13, 1988



Francis J. Moncada
Deputy Director
Office of Procurement
Agency for International Development


AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

REDELEGATION OF AUTHORITY
NUMBER TFHA 3-5

TO: Leonel Pizarro
Contracting Officer
TFHA/H

Redelegation of Authority Number TFHA 3-5, dated
October 13, 1988, to you is extended through March 31, 1990.

DATED: August 2, 1989


~~Francis J. Moncada~~
Deputy Director
Office of Procurement
Agency for International Development

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

REDELEGATION OF AUTHORITY
NUMBER TFHA 3-6

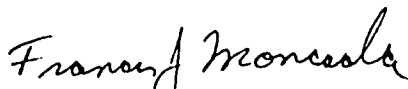
TO: The Chief of the Central Operations Branch, AID/W
Projects Division, Office of Procurement

- A. Pursuant to the authority vested in me by the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority dated April 21, 1988, as amended on September 30, 1988, I hereby redelegate to Mr. James Corley, Chief of the Central Operations Branch, AID/W Project Division, Office of Procurement, such authority delegated to me for the following:

The authority to execute purchase orders, contracts for personal services, and other contracts without limitation.

- B. This authority shall pertain to both operating expense and program funds. This authority shall be exercised in consultation with other technical personnel as deems necessary and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force. The Director retains concurrent authority to exercise any and all of the authorities herein redelegated.
- C. This Redelegation of Authority is effective immediately and expires on March 31, 1989 unless amended.

DATED: November 3, 1988



Francis J. Moncada
Deputy Director
Office of Procurement
Agency for International Development

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

REDELEGATION OF AUTHORITY
NUMBER TFHA 3-7

TO: Kathryn Cunningham, M/SER/OP/W, Chief of the AID/W
Projects Division, M/SER, Bureau For Management.

A. Pursuant to the authority vested in me as the Director of the Task Force on Humanitarian Assistance in Central America (TFHA), by Delegation of Authority from the Administrator dated April 1, 1988, as amended, I hereby redelegate to Kathryn Cunningham such authorities delegated to me for the following:

1. The authority to execute purchase orders, contracts, and other procurement documents without limitation.

2. The authority to execute grants, cooperative agreements, and other assistance instruments (other than grants to foreign governments or agencies thereof) without limitation; and,


3. The authority to make advance payments, including payment of dollar or local currency advances, as required.

B. These authorities may be used under any type of TFHA controlled funding, and may be redelegated as appropriate. These authorities shall be exercised in consultation with such other technical personnel as deemed appropriate, and shall be exercised in accordance with regulations and procedures established and promulgated by the Director TFHA. The Director retains concurrent authority to exercise any and all of the authorities herein redelegated.

C. This redelegation of authority is effective immediately and expires on March 31, 1990.

DATED

Oct. 25, 1989


Ted D. Morse, Task Force
Director

Bob

REDELEGATION OF AUTHORITY
NUMBER TFHA 3-7.1

TO: Carolyn R. Eldridge, M/SER/OP/W/MS, Chief of
Management Services Branch, AID/W Projects Division,
Office of Procurement

A. Pursuant to the authority vested in me by the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority dated October 25, 1989, I hereby redelegate to Ms. Carolyn Eldridge, Chief of the Management Services Branch, AID/W Projects Division, Office of Procurement, such authority delegated to me for the following:

- 1. The authority to execute purchase orders, contracts, and other procurement documents without limitation.
- 2. The authority to execute grants, cooperative agreements, and other assistance instruments (other than grants to foreign governments or agencies thereof) without limitation.

B. These authorities may be used under any type of TFHA controlled funding. These authorities shall be exercised in consultation with such other technical personnel as deemed appropriate, and shall be exercised in accordance with regulations and procedures established and promulgated by the Director TFHA.

This re delegation of authority is effective immediately and expires on March 31, 1990.

Date: NOV 2 1989

Kathryn Y. Cunningham

Kathryn Y. Cunningham
Chief, AID/W Projects Division

cc: TFHA, R. Meighan

NOV 3 12 31 PM '89

25

DELEGATION OF AUTHORITY
NUMBER 4

TO; The Director in Honduras of the Task Force On
Humanitarian Assistance in Central America

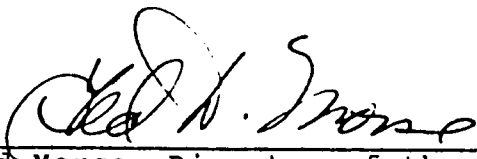
A. Pursuant to the authority vested in me as the Director of the Task Force on Humanitarian Assistance in Central America by Delegation of Authority from the Administrator dated April 1, 1988, I hereby redelegate to the Director of the Task Force Unit in Honduras such authorities delegated to me for the following:

1. The authority to execute purchase orders, contracts and other procurement documents in an amount not exceeding \$100,000;
2. The authority to make advance payments, including payments of dollar or local currency advances as required.

B. The authority redelegated herein shall pertain to both operating expense and program funds. The authorities shall be used by the official named above in consultation with a contracts officer and such other technical personnel as he or she deems necessary. The authority herein redelegated shall not be redelegated and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force. The Director retains concurrent authority to exercise any and all of the authorities herein redelegated.

C. This redelegation of authority is effective immediately and expires on September 30, 1988 unless amended.

Dated: April 22, 1988



Ted Morse, Director of the
Task Force on Humanitarian
Assistance in Central America

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

FIRST AMENDMENT
REDELEGATION OF AUTHORITY
Number TFHA - 4


TO: The Director in Honduras of the Task Force on Humanitarian Assistance in Central America

The purpose of this first amendment is to extend this delegation of Authority to March 31, 1989. The delegation is therefore amended as follow.

In paragraph C of the delegation, delete the date September 30, 1988 and insert in its place March 31, 1989

All other provisions of the delegation remain unchanged.

DATED: Sept. 30, 1988


Ted D. Morse
Director/TFHA

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523


SECOND AMENDMENT
REDELEGATION OF AUTHORITY
NUMBER TFHA - 4

TO: The Director in Honduras of the Task Force on
Humanitarian Assistance in Central America

The purpose of this first amendment is to extend this
Delegation of Authority to February 28, 1990. The
Delegation is therefore amended as follows:

In paragraph C of the delegation, as amended,
delete the date March 31, 1989 and insert in
its place February 28, 1990.

All other provisions of the delegation remain
unchanged.



Ted D. Morse
Director
Task Force on Humanitarian
Assistance

Effective Date: April 1, 1989

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

REDELEGATION OF AUTHORITY

Number TFHA-5

TO: The Procurement Officer in Honduras for the Task Force on Humanitarian Assistance in Central America

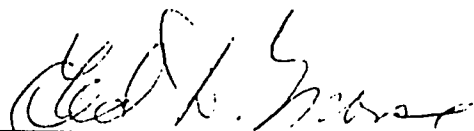
A. Pursuant to the authority vested in me as the Director of the Task Force on Humanitarian Assistance in Central America (the "Task Force") by Delegation of Authority from the Administrator dated April 1, 1988, I hereby redelegate to the Procurement Officer in Honduras such authorities delegated to me as Director of the Task Force for the following:

1. The authority to execute purchase orders, contracts and other procurement documents in an amount not exceeding \$100,000.
2. The authority to make advance payments, including payments of dollar or local currency advances as required.

B. The authority redelegated herein shall pertain to both operating expense and program funds. The authorities shall be used by the official named above in consultation with a contracts officer and such other technical personnel as he or she deems necessary. The authority herein redelegated shall not be redelegated and shall be exercised in accordance with regulations, procedures and policies established or modified and promulgated by the Director of the Task Force. The Director retains concurrent authority to exercise any and all of the authorities herein redelegated.

C. This redelegation of authority is effective immediately and expires on September 30, 1988 unless amended.

Dated: April 27, 1988


Ted Morse, Director of the
Task Force on Humanitarian
Assistance in Central America

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

FIRST AMENDMENT
REDELEGATION OF AUTHORITY
Number TFHA - 5

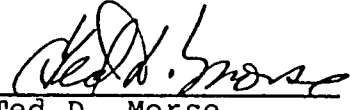
TO: The Procurement Officer in Honduras for the Task Force on
Humanitarian Assistance in Central America

The purpose of this first amendment is to extend this
delegation of Authority to March 31, 1989. The delegation is
therefore amended as follow.

In paragraph C of the delegation, delete
the date September 30, 1988 and insert in
its place March 31, 1989

All other provisions of the delegation remain unchanged.

DATED: Sept. 30, 1988


Ted D. Morse
Director/TFHA

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

SECOND AMENDMENT
REDELEGATION OF AUTHORITY
NUMBER TFHA - 5

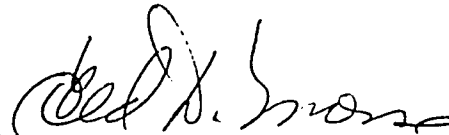
TO: The Procurement Officer in Honduras of the Task
Force on Humanitarian Assistance in Central
America

i

The purpose of this second amendment is to extend this
Delegation of Authority to February 28, 1990. The
Delegation is therefore amended as follows:

In paragraph C of the Delegation, as amended,
delete the date March 31, 1989 and insert in
its place February 28, 1990.

All other provisions of the Delegation remain
unchanged.



Ted D. Morse
Director
Task Force on Humanitarian
Assistance

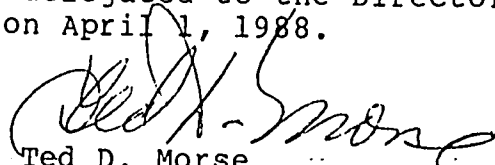
Effective Date: April 1, 1989

2/

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

DELEGATION OF AUTHORITY NO. TFHA 6

I hereby appoint Mr. John L. Lovaas as Acting Director of TFHA/Washington during my absence during the period June 10 to June 19. As acting Director he shall have the authority to exercise all of the Authorities delegated to the Director/TFHA by the Administrator of A.I.D. on April 1, 1988.


Ted D. Morse
Director/TFHA

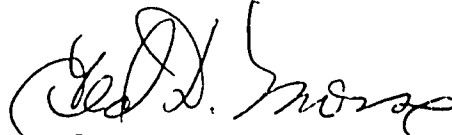
EXPIRED

7/1

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

DELEGATION OF AUTHORITY NO. TFHA 7

I hereby appoint Mr. Robert B. Meighan as Acting Director of TFHA/Washington during my absence during the period September 22 to September 28. As Acting Director, he shall have the authority to exercise all of the Authorities delegated to the Director/TFHA by the Administrator of A.I.D. on April 1, 1988.



Ted D. Morse
Director/TFHA

EXPIRED

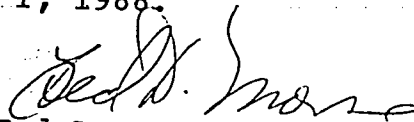
733

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

OCT 12 1988

DELEGATION OF AUTHORITY NO. TFHA 8

I hereby appoint Mr. Robert B. Meighan as Acting Director of TFHA/Washington during my absence during the period October 13 to October 18, 1988. As Acting Director, he shall have the authority to exercise all of the Authorities delegated to the Director/TFHA by the Administrator of A.I.D. on April 1, 1988.

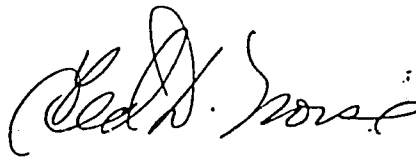

Ted D. Morse
Director/TFHA

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

DEC 21 1988

DELEGATION OF AUTHORITY NO. TFHA 9

I hereby appoint Mr. John L. Lovaas as Acting Director of TFHA/ Washington during any period in which I am absent from the Task Force. As Acting Director, he shall have the authority to exercise all of the authorities delegated to the Director/TFHA by the Administrator of the Agency for International Development (A.I.D.) on April 1, 1988.

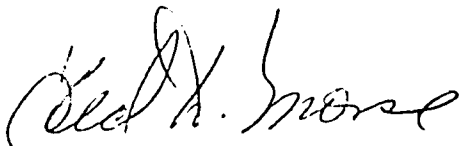


Ted D. Morse
Director
Task Force on Humanitarian
Assistance

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

DELEGATION OF AUTHORITY NO. TFHA 10

I hereby appoint Mr. Robert B. Meighan as Acting Director of TFHA/Washington during any period in which I am absent from the Task Force. As Acting Director, he shall have the authority to exercise all of the authorities delegated to the Director/TFHA by the Administrator of the Agency for International Development (A.I.D.) on April 1, 1988.



Ted D. Morse
Director
Task Force on Humanitarian
Assistance

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

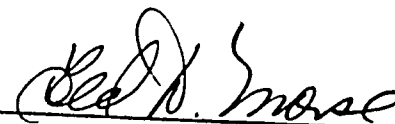
DELEGATION OF AUTHORITY

No. 10-1

TO: The Director in Honduras of the Task Force on
Humanitarian Assistance (TFHA/H)

FROM: Ted D. Morse, TFHA Director

- A. Pursuant to the authority vested in me as Director/TFHA, of the Agency for International Development, and in accordance with the authority contained in the Delegation to me from A/AID dated April 1, 1988, I hereby redelegate to the Director TFHA/H the authority to direct, manage, and implement in Honduras the provision of all assistance and support pursuant to Public Law 101-14 (April 18, 1989).
- B. Notwithstanding any provision of this Delegation of Authority, I reserve the right to exercise myself any function delegated by this Delegation of Authority.

Signature: 

Name: Ted D. Morse

Title: Director/TFHA

Date: _____

December 22, 1989

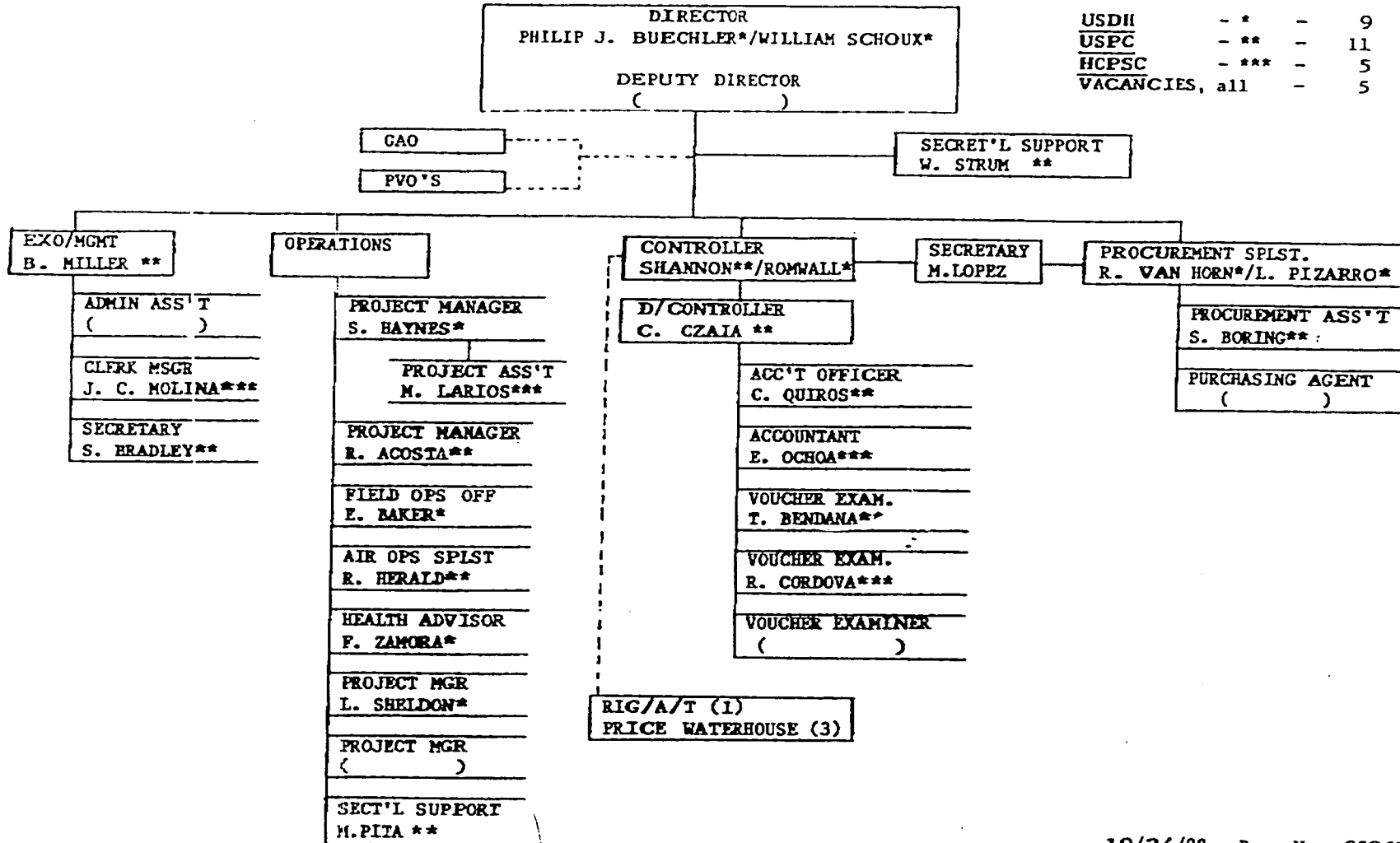
DELEGATION OF AUTHORITY NO. 10-2

I hereby appoint Mr. Roger Noriega to act as Acting Director of TFHA/Washington, and Mr. Don Soules to act as Acting Deputy Director of TFHA/Washington during the period December 25th to January 3, 1989. During this period said individuals shall have all of the authorities which have been delegated to me pursuant to TFHA Delegation 10.


Robert B. Meighan

Deputy Director/TFHA

ORGANIZATION CHART
TASK FORCE HUMANITARIAN ASSISTANCE/HONDURAS



USDII	- *	-	9
USPC	- **	-	11
HCPSC	- ***	-	5
VACANCIES, all	-	-	5

PUBLIC LAW 100-276

Res. 523

One Hundredth Congress of the United States of America

AT THE SECOND SESSION

Begun and held at the City of Washington on Monday, the twenty-fifth day of January, one thousand nine hundred and eighty-eight

Joint Resolution

To provide assistance and support for peace, democracy, and reconciliation in Central America.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. GENERAL POLICY.—It is the policy of the United States to advance peace and democracy in Central America, and to preserve and protect security interests in the region. Pursuant to that policy, it is the purpose of this joint resolution to assist in bringing peace and democracy to Central America, in a manner compatible with the Guatemala Peace Accord of August 7, 1987, the Declaration of the Presidents of the Central American Nations at San Jose, Costa Rica on January 16, 1988, the Agreement Between the Government of Nicaragua and the Nicaraguan Resistance signed March 23, 1988 at Sapoa, Nicaragua (hereinafter referred to as the "Sapoa Agreement") and consistent with the national security interests of the United States.

SEC. 2. CONSISTENCY WITH SAPOA AGREEMENT.—The assistance and support for which this joint resolution provides shall be administered consistent with the Sapoa Agreement. No authority contained in this joint resolution is intended to be exercised in any manner that might be determined by the Verification Commission established by the Sapoa Agreement to be inconsistent with that Agreement or any subsequent agreement between the Government of Nicaragua and the Nicaraguan democratic resistance.

SEC. 3. PURPOSE OF ADDITIONAL ASSISTANCE FOR THE NICARAGUAN DEMOCRATIC RESISTANCE.—(a) **CONGRESSIONAL INTENT.**—It is the intention of Congress in providing additional assistance to the Nicaraguan democratic resistance to reinforce the Central American peace process by supporting negotiations leading to a permanent negotiated ceasefire agreement. Such an agreement is seen by the Congress as an essential step towards the establishment of peace and democracy in Nicaragua. The Congress provides assistance under this section with the understanding and strong expectation that the Government of Nicaragua and the Nicaraguan democratic resistance will cease permanently offensive military activities against each other and engage in good faith negotiations towards a permanent ceasefire.

(b) **TRANSFER AND USE.**—(1) The President is authorized to transfer to the Agency for International Development \$17,700,000 of unobligated funds from the appropriations accounts specified in section 6 to provide assistance for the Nicaraguan democratic resistance in accordance with this joint resolution. Funds so transferred shall remain available through September 30, 1988.

(2) The amount which is authorized to be transferred under paragraph (1) shall be reduced by the cost to the United States Government of any items or services described in subsection (c)(1) which were previously, specifically authorized by law for the Nica-

H. J. Res. 523—2

raguan democratic resistance and which are delivered to the Nicaraguan democratic resistance under subsection (e).

(c) **DESCRIPTION OF ASSISTANCE ALLOWED.**—(1) As used in this section, "assistance" means only food, clothing, shelter, medical services, medical supplies, and payment for such items or services.

(2) The term "assistance" under this section also includes, to the extent consistent with the Sapoa Agreement, the use of not to exceed \$1,500,000 of the funds made available under subsection (b) for the purchase of communications equipment.

(d) **LIMITATIONS.**—The amount of funds transferred under subsection (b) which is obligated each month for purchasing items and services described in subsection (c)(1)—

(1) for April and May 1988, shall not exceed \$2,900,000, of which not less than \$400,000 each month shall be available only for medical supplies and medical services; and

(2) for any month thereafter, shall not exceed \$2,700,000, except that each such amount for any month shall be reduced by the cost to the United States Government of the items and services described in subsection (c)(1) (medical supplies and medical services in the case of the second amount specified in paragraph (1)) which were previously, specifically authorized by law for the Nicaraguan democratic resistance and which are delivered to the Nicaraguan democratic resistance under subsection (e) during that month.

(e) **TRANSPORTATION.**—(1) The President shall transfer to the Agency for International Development, from unobligated funds from the appropriations accounts specified, in section 6, such funds as may be necessary to provide, to the extent consistent with the Sapoa Agreement, transportation for the assistance authorized by subsection (b), including rental and indemnification of aircraft, trucks or other vehicles, and transportation for the items and services described in paragraph (3) of this subsection.

(2) Transportation provided under this subsection may not be used to deliver any assistance for the Nicaraguan democratic resistance other than the assistance authorized by subsection (b) and the items and services described in paragraph (3) of this subsection.

(3) Transportation may be provided under this subsection for items and services described in subsection (c)(1) which were previously, specifically authorized by law for the Nicaraguan democratic resistance.

(f) **PROHIBITIONS.**—(1) Funds transferred by subsections (b) or (e) may not be obligated or expended to purchase aircraft or weapons, weapons systems, or ammunition or any other item or service not permitted under subsection (c) or to provide any transportation other than transportation permitted under subsection (e).

(2) Except for items delivered under subsection (e)(3), no item authorized by "Title II—Central America" in section 101(k) of the continuing appropriations resolution for the fiscal year 1987 (Public Laws 99-500 and 99-591) or section 111 of the joint resolution making further continuing appropriations for the fiscal year 1988 (Public Law 100-202) may be provided to the Nicaragua democratic resistance.

(g) **ASSISTANCE FOR YATAMA.**—(1) In order to support all elements of the Nicaraguan democratic resistance, assistance authorized by subsection (b) (including the cost of the United States Government of items and services delivered under subsection (e)(3)) in the amount of \$2,190,000 shall be provided only to the Indian resistance force known as Yatama.

(2) The Agency for International Development shall ensure that assistance under this subsection for Yatama is provided consistent with the Preliminary Accord signed by Yatama and the Government of Nicaragua on February 2, 1988, and any subsequent agreement based on that Accord.

SEC. 4. DIRECTION, MANAGEMENT AND DELIVERY.—(a) DELIVERY OF ASSISTANCE.—(1) The Agency for International Development shall direct, manage and provide for the delivery of assistance and support to the Nicaraguan democratic resistance through neutral organizations consistent with the Sapoa Agreement and as authorized by this joint resolution.

(2) The President shall transfer not to exceed \$2,500,000 from the unobligated funds in the appropriations accounts specified in section 6 for "Operating Expenses of the Agency for International Development" to meet the necessary administrative expenses to carry out the purposes of this joint resolution.

(b) INAPPLICABILITY OF CERTAIN PROHIBITIONS.—Prohibitions on the furnishing of foreign assistance to Nicaragua shall not be construed to apply to the provision within Nicaragua of the assistance authorized by this joint resolution.

(c) ACCOUNTABILITY STANDARDS, PROCEDURES AND CONTROLS.—In implementing this joint resolution, the Agency for International Development shall adopt standards, procedures, and controls for the accountability of funds comparable to those applicable with respect to the assistance for the Nicaraguan democratic resistance provided under section 111 of the joint resolution making further continuing appropriations for the fiscal year 1988 (Public Law 100-202).

(d) INTERAGENCY COOPERATION.—All Government agencies shall cooperate with the Agency for International Development to ensure the orderly, effective direction, management, and delivery by the Agency of assistance for the Nicaraguan democratic resistance. Such cooperation shall include detailing to the Agency, on a reimbursable basis, such personnel as the Agency, with the approval of the President, may request.

(e) SUPPLEMENTAL AUTHORITIES.—In addition to the authorities otherwise available by law to the Agency for International Development, in carrying out this joint resolution, the Agency for International Development may exercise the same authorities, including authorities relating to procurement and expenditure of Government funds other than confidential funds, as the agency administering the assistance provided pursuant to section 111 of the joint resolution making further continuing appropriations for the fiscal year 1988 (Public Law 100-202) could exercise with respect to provision of that assistance.

SEC. 5. GENERAL AUTHORITIES AND LIMITATIONS.—(a) REQUIREMENTS DEEMED SATISFIED.—The requirements, terms and conditions of section 104 of the Intelligence Authorization Act, Fiscal Year 1988 (Public Law 100-178), section 8144 of the Department of Defense Appropriations Act, 1988 (as contained in section 101(b) of Public Law 100-202), section 10 of Public Law 91-672, section 502 of the National Security Act of 1947, section 15(a) of the State Department Basic Authorities Act of 1956, and any other provision of law shall be deemed to have been met for the transfer and use, consistent with the provisions of this joint resolution, of the funds made available by this joint resolution.

(b) CONTINUATION OF LIMITATIONS.—Sections 203(e), 204(b), 207,

101(k) of the continuing appropriations resolution for the fiscal year 1987 (Public Laws 99-500 and 99-591), shall apply with respect to funds made available by this joint resolution, except that section 216 shall not apply with respect to personnel of the Agency for International Development or the Department of State.

SEC. 6. DEFENSE APPROPRIATIONS ACCOUNTS.—The appropriations accounts to which this resolution refers are the following accounts in the Department of Defense Appropriations Act, 1986, as contained in section 101(b) of the further continuing appropriations resolution for the fiscal year 1986 (Public Law 99-190):

- (1) Missile Procurement, Army;
- (2) Other, Procurement, Army;
- (3) Other Procurement, Navy;
- (4) Missile Procurement, Air Force;
- (5) Aircraft Procurement, Air Force; and
- (6) Weapons Procurement, Navy;

except that section 1351 of the National Defense Authorization Act for Fiscal Year 1987 (Public Law 99-661) shall apply.

SEC. 7. AUDIT OF FUNDS.—The Comptroller General shall conduct an independent audit of funds expended in the provision of assistance and support under this joint resolution.

SEC. 8. CHILDREN'S SURVIVAL ASSISTANCE.—(a) **AUTHORIZATION.**—The President shall transfer to the Agency for International Development \$17,700,000 of unobligated funds from the appropriations accounts specified in section 6 to provide medical care and other relief for children who are victims of the Nicaraguan civil strife. Such assistance shall be used to make available prosthetic devices and rehabilitation, provide medicines and immunizations, assist burn victims, help children who have been orphaned, and otherwise provide assistance for children who have been physically injured or displaced by the Nicaraguan civil strife. Priority shall be given to those children with the greatest needs for assistance. Funds transferred pursuant to this subsection shall remain available until expended.

(b) **Use of PVO's and International Relief Organizations.**—Assistance pursuant to this section shall be provided only through nonpolitical private and voluntary organizations and international relief organizations. Preference in the distribution of such assistance shall be given to organizations presently providing similar services such as the Catholic Relief Services, International Committee of the Red Cross, CARE, United Nations Children's Fund, United Nations High Commissioner for Refugees, Partners of the Americas, and the Pan-American Health Organization.

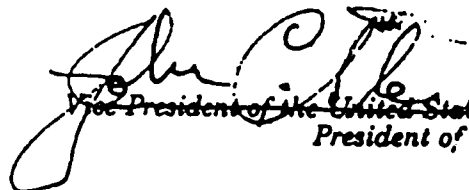
(c) **CHILDREN IN NICARAGUA.**—At least one-half of the assistance provided under this section shall be provided through nonpolitical private and voluntary organizations and international relief organizations operating inside Nicaragua. None of this assistance may be provided to or through the Government of Nicaragua.

H. J. Res. 523—5

SEC. 9. VERIFICATION COMMISSION.—The President shall transfer to the Agency for International Development \$10,000,000 of unobligated funds from the appropriations accounts specified in section 6 for periodic payments to support the activities of the Verification Commission established by the Sapoa Agreement. Funds transferred pursuant to this section shall remain available until expended.



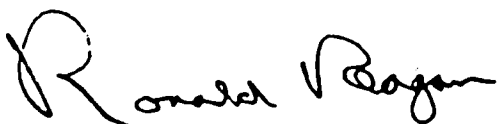
Speaker of the House of Representatives.



~~Vice President of the United States and~~
President of the Senate pro tempore.

APPROVED

APR - 1 1988



Ronald Reagan

101st CONGRESS

1st SESSION

H.R. 1750

(Original signature of Member)

Insert
title
here

IMPLEMENTATION OF THE BIPARTISAN ACCORD ON CENTRAL AMERICA
ACT OF 1989

IN THE HOUSE OF REPRESENTATIVES

April 10, 1989

Insert
sponsor's
names
here

Mr. Foley (for himself, Mr. Michel, Mr. Coelho, Mr. Gingrich, Mr. Bonior,
Mr. Lewis of California, Mr. Fascell, Mr. Edwards of Oklahoma, Mr. Obey
Mr. Lagomarsino, and Mr. Broomfield

introduced the following bill; which was referred jointly to the
Committees on Appropriations and Foreign Affairs

A BILL

1 Be it enacted by the Senate and House of Representatives of the United
2 States of America in Congress assembled,

45

Implementation of the Bipartisan Accord
on Central America Act of 1989

A BILL

To implement the Bipartisan Accord on Central America of
March 24, 1989.

Be it enacted by the Senate and House of Representatives of the
United States of America in Congress assembled.

Section 1. POLICY.

The purpose of this Act is to implement the Bipartisan Accord on
Central America between the President and the Congress signed on
March 24, 1989.

Section 2. ADDITIONAL HUMANITARIAN ASSISTANCE.

(a) TRANSFER OF FUNDS. -- The President may transfer to the
Agency for International Development, from unobligated funds from the
appropriations accounts specified in section 6 --

(1) \$49,750,000, to provide humanitarian assistance to the
Nicaraguan Resistance, to remain available through February 28,
1990;

(2) such funds as may be necessary to provide transportation
in accordance with section 3 for assistance authorized by
paragraph (1); and

(3) not to exceed \$5,000,000 to "Operating Expenses of the
Agency for International Development" to meet the necessary
administrative expenses to carry out this Act.

(b) DEFINITION. -- For purposes of this section and section 3, the term "humanitarian assistance" means --

- (1) food, clothing, and shelter;
- (2) medical services, medical supplies, and nonmilitary training for health and sanitation;
- (3) nonmilitary training of the recipients with respect to their treatment of civilians and other armed forces personnel, in accordance with internationally accepted standards of human rights;
- (4) payment for such items, services, and training;
- (5) replacement batteries for existing communications equipment; and
- (6) support for voluntary reintegration of and voluntary regional relocation by the Nicaraguan Resistance.

Section 3. TRANSPORTATION OF HUMANITARIAN ASSISTANCE.

(a) IN GENERAL. -- The transportation of humanitarian assistance on or after the date of enactment of this Act which, before such date, was specifically authorized by law to be provided to the Nicaraguan Resistance, or which is authorized to be provided by section 2, shall be arranged solely by the Agency for International Development in a manner consistent with the Bipartisan Accord on Central America between the President and the Congress signed on March 24, 1989.

(b) PROHIBITION ON MIXED LOADS. -- Transportation of any military assistance, or of any assistance other than that specified in 2(b), is prohibited.

Section 4. MEDICAL ASSISTANCE.

The President may transfer to the Administrator of the Agency for International Development from unobligated funds from appropriations accounts specified in section 6, \$4,166,000, to be used only for the provision of medical assistance for the civilian victims of the Nicaraguan civil strife to be transported and administered by the Catholic Church in Nicaragua.

Section 5. UNITED STATES POLICY CONCERNING ECONOMIC ASSISTANCE FOR CENTRAL AMERICA.

As part of an effort to promote democracy and address on a long-term basis the economic causes of regional and political instability in Central America --

- (1) in recognition of the recommendations of groups such as the National Bipartisan Commission on Central America, the Inter-American Dialogue, and the Sanford Commission,
- (2) to assist in the implementation of these economic plans and to encourage other countries in other parts of the world to join in extending assistance to Central America, and
- (3) in the context of an agreement to end military conflict in the region,

the Congress encourages the President to submit proposals for bilateral and multilateral action --

- (A) to provide additional economic assistance to the democratic countries of Central America to promote economic stability, expand educational opportunity, foster progress in human

rights, bolster democratic institutions, and strengthen institutions of justice;

(B) to facilitate the ability of Central American economies to grow through the development of their infrastructure, expansion of exports, and the strengthening of increased investment opportunities;

(C) to provide a more realistic plan to assist Central American countries in managing their foreign debt; and

(D) to develop these initiatives in concert with Western Europe, Japan, and other democratic allies.

Section 6. SOURCE OF FUNDS; DEFERRAL OF APPROPRIATIONS.

(a) SOURCE OF FUNDS. -- The appropriations accounts from which funds may be transferred pursuant to sections 2 and 4 are the following accounts in amounts not to exceed the following:

- (1) Missile Procurement, Army 1988, \$3,500,000.
- (2) Procurement of Weapons and Tracked Combat Vehicles, Army 1987, \$12,739,000.
- (3) Other Procurement, Army 1988, \$761,000.
- (4) Aircraft Procurement, Air Force 1987, \$3,408,000.
- (5) Missile Procurement, Air Force 1987, \$4,515,000.
- (6) Missile Procurement, Air Force 1988, \$9,975,000.
- (7) Research, Development, Test and Evaluation, Air Force, 1988, \$1,902,000.
- (8) Weapons Procurement, Navy 1989, \$2,000,000.
- (9) Research, Development, Test and Evaluation, Navy, 1989, \$24,000,000.

(10) Research, Development, Test and Evaluation, Air Force,
1989, \$3,816,000.

(b) DEFERRAL. -- The following appropriations shall not be available for obligation or expenditure until October 1, 1989, in amounts as follows:

- (1) Other Procurement, Army, 1988, \$7,320,000.
- (2) Other Procurement, Navy, 1988, \$5,735,000.
- (3) - Missile Procurement, Air Force, 1988, \$12,350,000.

Section 7. PROHIBITION ON THE USE OF CERTAIN FUNDS.

(a) MILITARY OPERATIONS. -- No funds available to any agency or entity of the United States Government under this Act may be obligated or expended pursuant to section 502(a)(2) of the National Security Act of 1947 for the purpose of providing funds, materiel, or other assistance to the Nicaraguan Resistance to support military or paramilitary operations in Nicaragua.

(b) HUMAN RIGHTS AND OTHER VIOLATIONS. -- No assistance under this Act may be provided to any group that retains in its ranks any individual who has been found to engage in --

- (1) gross violations of internationally recognized human rights (as defined in section 502(B)(d)(1) of the Foreign Assistance Act of 1961); or
- (2) drug smuggling or significant misuse of public or private funds.

Section 8. STANDARDS, PROCEDURES, CONTROLS AND OVERSIGHT.

(a) ACCOUNTABILITY STANDARDS, PROCEDURES, AND CONTROL. --

In implementing this Act, the Agency for International Development, and any other agency of the United States Government authorized to carry out activities under this Act, shall adopt the standards, procedures, and controls for the accountability of funds comparable to those applicable with respect to the assistance for the Nicaraguan Resistance provided under section 111 of the joint resolution making further continuing appropriations for the fiscal year 1988 (Public Law 100-202) and title IX of Public Law 100-463. Any changes in such standards, procedures, and controls shall be developed and adopted in consultation with the committees designated in subsection (b).

(b) CONGRESSIONAL OVERSIGHT. -- Congressional oversight within the House of Representatives and the Senate with respect to assistance provided by this Act shall be within the jurisdiction of the Committees on Appropriations of the House of Representatives and Senate, the Committee on Foreign Affairs of the House of Representatives, the Committee on Foreign Relations of the Senate, the Permanent Select Committee on Intelligence of the House of Representatives, and the Select Committee on Intelligence of the Senate.

(c) EXTENSION OF PREVIOUS PROVISIONS -- The provisions of the Act of April 1, 1988 (Public Law 100-276) contained in subsection (b), (d), and (e) of section 4 and in section 5 shall apply to the provision of assistance under this Act except that section 4(d) shall not apply to the Intelligence Community.

Section 9. PROHIBITION.

Except as provided in this Act, no additional assistance may be provided to the Nicaraguan Resistance, unless the Congress enacts a law specifically authorizing such assistance.

Section 10. REPEAL.

Title IX of Public Law 100-463 is hereby repealed.

Section 11. REPORTING REQUIREMENTS.

The Secretary of State shall consult regularly with and report to the Congress on progress in meeting the goals of the peace and democratization process, including the use of assistance provided in this Act.

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Amendment to H. R. 1750

In Sec. 2. (a)(3) immediately after the word "Act" insert the following:

"to remain available through March 31, 19⁹⁰~~89~~"

Strike Sec. 6 and insert the following:

"Sec 6. Source of Funds and Rescission

(a) SOURCE OF FUNDS. --The appropriations accounts from which funds may be transferred pursuant to sections 2 and 4 are the following accounts in amounts not to exceed the following:

- (1) Missile Procurement, Army 1988, \$3,500,000
- (2) Procurement of Weapons and Tracked Combat Vehicles, Army 1987, \$12,739,000.
- (3) Other Procurement, Army 1988, \$761,000.
- (4) Research, Development, Test and Evaluation, Air Force, 1988, \$1,902,000.
- (5) Weapons Procurement, Navy 1989, \$2,000,000
- (6) Research, Development, Test and Evaluation, Navy, 1989, \$13,400,000
- (7) Other Procurement, Air Force, 1989, \$32,300,000.

(b) Rescission--Of the funds available for Research, Development, Test and Evaluation, Navy, 1989, \$10,600,000 is hereby rescinded.

Public Law 101-14
101st Congress

An Act

To implement the Bipartisan Accord on Central America of March 24, 1989.

Apr. 18, 1989
[H.R. 1750]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Nicaragua.

SECTION 1. POLICY.

The purpose of this Act is to implement the Bipartisan Accord on Central America between the President and the Congress signed on March 24, 1989.

SEC. 2. ADDITIONAL HUMANITARIAN ASSISTANCE.

(a) **TRANSFER OF FUNDS.**—The President may transfer to the Agency for International Development, from unobligated funds from the appropriations accounts specified in section 6—

(1) up to \$49,750,000, to provide humanitarian assistance to the Nicaraguan Resistance, to remain available through February 28, 1990;

(2) such funds as may be necessary to provide transportation in accordance with section 3 for assistance authorized by paragraph (1); and

(3) not to exceed \$5,000,000 to "Operating Expenses of the Agency for International Development" to meet the necessary administrative expenses to carry out this Act, to remain available through March 31, 1990.

DEFINITION.—For purposes of this section and section 3, the term "humanitarian assistance" means—

(1) food, clothing, and shelter;

(2) medical services, medical supplies, and nonmilitary training for health and sanitation;

(3) nonmilitary training of the recipients with respect to their treatment of civilians and other armed forces personnel, in accordance with internationally accepted standards of human rights;

(4) payment for such items, services, and training;

(5) replacement batteries for existing communications equipment; and

(6) support for voluntary reintegration of and voluntary regional relocation by the Nicaraguan Resistance.

SEC. 3. TRANSPORTATION OF HUMANITARIAN ASSISTANCE.

(a) **IN GENERAL.**—The transportation of humanitarian assistance on or after the date of enactment of this Act which, before such date, was specifically authorized by law to be provided to the Nicaraguan Resistance, or which is authorized to be provided by section 2, shall be arranged solely by the Agency for International Development in a manner consistent with the Bipartisan Accord on Central America between the President and the Congress signed on March 24, 1989.

(7) Other Procurement, Air Force, 1987, \$32,300,000.

RESCISSION.—Of the funds available for Research, Development, Test and Evaluation, Navy, 1989, \$10,600,000 is hereby rescinded.

SEC. 7. PROHIBITION ON THE USE OF CERTAIN FUNDS.

(a) **MILITARY OPERATIONS.**—No funds available to any agency or entity of the United States Government under this Act may be obligated or expended pursuant to section 502(a)(2) of the National Security Act of 1947 for the purpose of providing funds, materiel, or other assistance to the Nicaraguan Resistance to support military or paramilitary operations in Nicaragua.

(b) **HUMAN RIGHTS AND OTHER VIOLATIONS.**—No assistance under this Act may be provided to any group that retains in its ranks any individual who has been found to engage in—

- (1) gross violations of internationally recognized human rights (as defined in section 502(B)(d)(1) of the Foreign Assistance Act of 1961); or
- (2) drug smuggling or significant misuse of public or private funds.

SEC. 8. STANDARDS, PROCEDURES, CONTROLS, AND OVERSIGHT.

(a) **ACCOUNTABILITY STANDARDS, PROCEDURES, AND CONTROL.**—In implementing this Act, the Agency for International Development, and any other agency of the United States Government authorized to carry out activities under this Act, shall adopt the standards, procedures, and controls for the accountability of funds comparable to those applicable with respect to the assistance for the Nicaraguan Resistance provided under section 111 of the joint resolution making further continuing appropriations for the fiscal year 1988 (Public Law 100-202) and title IX of Public Law 100-463. Any changes in such standards, procedures, and controls shall be developed and adopted in consultation with the committees designated in subsection (b).

(b) **CONGRESSIONAL OVERSIGHT.**—Congressional oversight within the House of Representatives and the Senate with respect to assistance provided by this Act shall be within the jurisdiction of the Committees on Appropriations of the House of Representatives and Senate, the Committee on Foreign Affairs of the House of Representatives, the Committee on Foreign Relations of the Senate, the Permanent Select Committee on Intelligence of the House of Representatives, and the Select Committee on Intelligence of the Senate.

(c) **EXTENSION OF PREVIOUS PROVISIONS.**—The provisions of the Act of April 1, 1988 (Public Law 100-276), contained in subsections (b), (d), and (e) of section 4 and in section 5 shall apply to the provision of assistance under this Act except that section 4(d) shall not apply to the Intelligence Community.

SEC. 9. PROHIBITION.

Except as provided in this Act, no additional assistance may be provided to the Nicaraguan Resistance, unless the Congress enacts a law specifically authorizing such assistance.

10. REPEAL.

Title IX of Public Law 100-463 is hereby repealed.

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release

March 24, 1989

STATEMENT BY THE PRESIDENT

The President of a Central American democracy was asked recently what is the most important step the United States can take. He said, "Speak with one voice." Today, for the first time in many years, the President and Congress, the Democratic and Republican leadership in the House and Senate, are speaking with one voice about Central America.

In my inaugural address I reached out my hand to the leadership of Congress in both parties asking them to join with me to rebuild a bipartisan foreign policy based on trust and common purpose. Today, I am gratified that the Speaker and the Majority and Minority Leaders of the Senate and House have extended their hands back to me.

We have signed today together a Bipartisan Accord on Central America. It sets out the broad outlines of U.S. policy towards that troubled region and commits both the Executive and Congress to work together to achieve it.

The goals we seek are the goals which the people of Central America yearns for: democracy, security, and peace. Those are the pledges made by the Central American Presidents in the Esquipulas II Accord. That agreement is an integrated whole: all of its provisions must move forward together if any of them are to be fulfilled. Our challenge now is to turn those promises into concrete realities on the ground.

The only way we can meet that challenge is if Latin democratic leaders and the United States work together, with the support of our European friends and allies, as true partners with candor and mutual respect. I believe Latin leaders are asking for that kind of relationship as we confront together the many challenges facing our hemisphere. As President, I pledge the United States is ready to respond.

Under this Central America agreement, insurgent forces have the right to re-integrate into their homeland under safe, democratic conditions with full civil and political rights. That is the desire of the Nicaraguan Resistance. It is what they are fighting for. We hope and believe it can be achieved through a concerted diplomatic effort to enforce this regional agreement.

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To achieve these goals the bipartisan leadership of Congress has agreed to support my request for continued humanitarian assistance to the Nicaraguan Resistance through the elections scheduled in Nicaragua for February 28, 1990.

There will be extensive consultations and review with respect to these funds effective November 30, 1989 by the bipartisan leadership and relevant committees. However, I have been assured that the leadership in both Houses supports the extension of this assistance through the Nicaraguan elections barring unforeseen circumstances.

There is no shortcut to democracy; no quick fix. The next weeks and months will demand patience and perseverance by the democratic community and the hard, technical work of ensuring compliance with the Esquipulas Accord. The United States will work in good faith to support that kind of diplomatic effort, but we will not support a paper agreement that sells out the Nicaraguan people's right to be free.

We do not claim the right to order the politics of that country. That is for the people of Nicaragua to decide. We support what the Esquipulas Accord requires: free, open, political processes in which all groups can fairly and safely compete for political leadership. That means the playing field must be level; all, including the current government must respect the majority's decision in the end, and the losers must also retain the political rights to operate as a legal opposition and contest again for political authority in the next recurring election contest.

The burden of proof is on the Sandinista government to do something it has steadfastly refused to do from 1979 to 1989: to keep its promises to the Nicaraguan people to permit real democracy; keep its promises to its neighbors not to support subversion in Central America; and keep its obligation to this hemisphere not to permit the establishment of Soviet bloc bases in Central America. If those promises are kept we have an opportunity to start a new day in Central America; but if those promises continue to be violated, we hope and expect that other nations will find ways to join us to condemn those actions and reverse those processes.

The Soviet Union also has an obligation and an opportunity: to demonstrate that its proclaimed commitment to "new thinking" is more than a tactical response to temporary setbacks, but represents instead a new principled approach to foreign policy.

In other regional conflicts around the world the Soviet Union has adopted a welcome new approach that has helped resolve long-standing problems in constructive ways. In Central America what we have seen from the Soviet Union and Cuba can only be described as "old thinking."

In the last decade, the Soviet bloc has poured at least \$50 billion in aid into Cuba and Nicaragua. Soviet and Cuban aid is building in Nicaragua a military machine larger than all the armies of the other Central American nations combined and continues to finance violence, revolution, and destruction against the democratically elected government of El Salvador. Indeed, Soviet bloc military support for the Marxist guerrillas has increased since the United States ended military support for the Nicaraguan Resistance and Soviet military aid to the government of Nicaragua continues at levels wholly uncalled for by any legitimate defensive needs. The continuation of these levels of Soviet bloc aid into Central America raises serious questions about Soviet attitudes and intentions towards the United States.

The Soviet Union has no legitimate security interest in Central America; and the United States has many. We reject any doctrine of equivalence of interest in this region as a basis for negotiations. Instead, the Soviet Union and Cuba have an obligation to the leaders of Central America to stop violating the provisions of the Esquipulas Accord which the Soviet Union and Cuba both pledged to uphold. The time to begin is now.

In signing the Esquipulas Accord, President Oscar Arias of Costa Rica said: "Without democracy, there can be no peace in Central America." He is right. But with democracy and peace in Central America can come new hope for economic development in which all of the people of the region can share. One can look at the terrible violence ravaging Central America and despair, but I have a different vision of its future.

I can see a democratic Central America in which all of the nations of the region live in peace with each other; where the citizens of the region are safe from the violence of the state or from revolutionary guerrillas; where resources now devoted to military defense could be channeled to build hospitals, homes, and schools. That is not a dream if all the people and nations of the Americas will it to be true. I hope the Esquipulas Accord and perhaps, also, the Bipartisan Accord, will someday be seen as the first step toward its fulfillment.

* * *

THE WHITE HOUSE
Office of the Press Secretary

For Immediate Release

March 24, 1989

Bipartisan Accord on Central America

The Executive and the Congress are united today in support of democracy, peace, and security in Central America. The United States supports the peace and democratization process and the goals of the Central American Presidents embodied in the Esquipulas Accord. The United States is committed to working in good faith with the democratic leaders of Central America and Latin America to translate the bright promises of Esquipulas II into concrete realities on the ground.

With regard to Nicaragua, the United States is united in its goals: democratization; an end to subversion and destabilization of its neighbors; an end to Soviet bloc military ties that threaten U.S. and regional security. Today the Executive and the Congress are united on a policy to achieve those goals.

To be successful the Central American peace process cannot be based on promises alone. It must be based on credible standards of compliance, strict timetables for enforcement, and effective on-going means to verify both the democratic and security requirements of those agreements. We support the use of incentives and disincentives to achieve U.S. policy objectives.

We also endorse an open, consultative process with bipartisanship as the watchword for the development and success of a unified policy towards Central America. The Congress recognizes the need for consistency and continuity in policy and the responsibility of the Executive to administer and carry out that policy, the programs based upon it, and to conduct American diplomacy in the region. The Executive will consult regularly and report to the Congress on progress in meeting the goals of the peace and democratization process, including the use of assistance as outlined in this Accord.

Under Esquipulas II and the El Salvador Accord, insurgent forces are supposed to voluntarily reintegrate into their homeland under safe, democratic conditions. The United States shall encourage the Government of Nicaragua and the Nicaraguan Resistance to continue the cessation of hostilities currently in effect.

To implement our purposes, the Executive will propose and the bipartisan leadership of the Congress will act promptly after the Easter Recess to extend humanitarian assistance at current levels to the Resistance through February 28, 1990, noting that the Government of Nicaragua has agreed to hold new elections under international supervision just prior to that date. Those funds shall also be available to support voluntary reintegration or voluntary regional relocation by the Nicaraguan Resistance. Such voluntary reintegration or

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voluntary regional relocation assistance shall be provided in a manner supportive of the goals of the Central American nations, as expressed in the Esquipulas II agreement and the El Salvador Accord, including the goal of democratization within Nicaragua, and the reintegration plan to be developed pursuant to those accords.

We believe that democratization should continue throughout Central America in those nations in which it is not yet complete with progress towards strengthening of civilian leadership, the defense of human rights, the rule of law and functioning judicial systems, and consolidation of free, open, safe, political processes in which all groups and individuals can fairly compete for political leadership. We believe that democracy and peace in Central America can create the conditions for economic integration and development that can benefit all the people of the region and pledge ourselves to examine new ideas to further those worthy goals.

While the Soviet Union and Cuba both publicly endorsed the Esquipulas Agreement, their continued aid and support of violence and subversion in Central America is in direct violation of that regional agreement. The United States believes that President Gorbachev's impending visit to Cuba represents an important opportunity for both the Soviet Union and Cuba to end all aid that supports subversion and destabilization in Central America as President Arias has requested and as the Central American peace process demands.

The United States Government retains ultimate responsibility to define its national interests and foreign policy, and nothing in this Accord shall be interpreted to infringe on that responsibility. The United States need not spell out in advance the nature or type of action that would be undertaken in response to threats to U.S. national security interests. Rather it should be sufficient to simply make clear that such threats will be met by any appropriate Constitutional means. The spirit of trust, bipartisanship, and common purpose expressed in this Accord between the Executive and the Congress shall continue to be the foundation for its full implementation and the achievement of democracy, security, and peace in Central America.

George Bush
President of the United States

James C. Wright, Jr.
Speaker of the House

Robert Dole
Senate Republican Leader

George J. Mitchell
Senate Majority Leader

Robert H. Michel
House Republican Leader

Thomas S. Foley
House Majority Leader

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THE SECRETARY OF STATE
WASHINGTON

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April 28, 1989

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Dear Mr. Speaker:

Pursuant to the bipartisan agreement on Central America between the Executive and the Congress, the Congress has now voted to extend humanitarian assistance to the Nicaraguan Resistance at current levels through February 28, 1990. This assistance has been authorized and appropriated but will not be obligated beyond November 30, 1989, except in the context of consultation among the Executive, the Senate Majority and Minority leaders, the Speaker of the House of Representatives and the Majority and Minority leaders, and the relevant authorization and appropriation committees, and only if affirmed via letters from the Bipartisan Leadership of Congress and the relevant House and Senate authorization and appropriations committees.

This bipartisan accord on Central America represents a unique agreement between the Executive and the Legislative Branches. Thus, it is the intention of the parties that this agreement in no way establishes any precedent for the Executive or the Legislative Branch regarding the authorization and appropriation process.

Sincerely yours,

Jim Baker

James A. Baker, III

The Honorable
Jim Wright,
Speaker of the House of Representatives.

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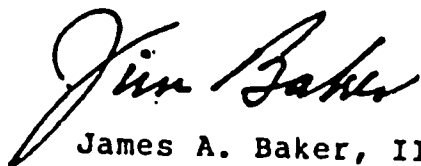
THE SECRETARY OF STATE
WASHINGTON

April 28, 1989

Dear Mr. Speaker:

As stated in the Bipartisan Accord on Central America, it is the policy of the United States to encourage both the Government of Nicaragua and the Nicaraguan Resistance to continue the cessation of hostilities currently in effect. The purpose of this letter is to further clarify the use of humanitarian assistance under the Bipartisan Accord on Central America which you have jointly signed with the President. During our conversations regarding this assistance, I represented that it is the policy that no such funds will be used to support any individuals engaged in offensive military operations and that we will continue our policy of cutting off funds for any member of the Resistance judged to be a violator of human rights.

Sincerely yours,

A handwritten signature in cursive script that reads "Jim Baker".

James A. Baker, III

The Honorable
Jim Wright,
Speaker of the House of Representatives.

DANTE B. FASCELL, Florida,
Chairman

LEE H. HAMBLTON, Indiana
GUS YATRONI, Pennsylvania
STEPHEN J. SOLARZ, New York
GERRY E. STUDS, Massachusetts
HOWARD WOLPE, Michigan
W. CROCKETT, JR., Michigan
EJONSON, Connecticut
M. DYMALLY, California
ANTOS, California
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HOWARD L. BERNAM, California
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JAMES MCCLURE CLARKE, North Carolina
JAIMC B. FUSTER, Puerto Rico
WAYNE OWENS, Utah
HARRY JOHNSTON, Florida
ELIOT L. ENGEL, New York
ENI F.H. FALEOMAVAEGA, American Samoa
DOUGLAS H. BOSCO, California
FRANK MCCLOSKEY, Indiana
DONALD M. PAYNE, New Jersey

JOHN J. BRADY, JR.
Chief of Staff

One Hundred First Congress
Congress of the United States
Committee on Foreign Affairs
House of Representatives
Washington, DC 20515

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Ranking Minority Member

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PORTER J. GOSS, Florida
ILEANA ROS-LEHTINEN, Florida

STEVEN K. BERRY
Minority Chief of Staff

November 21, 1989

Dist.
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The Honorable James A. Baker, III
Secretary of State
Department of State
Washington, D.C. 20520

Dear Mr. Secretary:

In a side letter associated with the Bipartisan Accord, you committed to obligate funds approved in PL 100-14 beyond November 30, 1989 "only if affirmed via letters from the Bipartisan Leadership of Congress and the relevant House and Senate authorization and appropriations committee". This is in response to that commitment.

Members of the Committee would like to emphasize their support for free and fair elections in Nicaragua and for a restoration of the ceasefire between the government and resistance forces as soon as possible. We believe that all aspects of U.S. policy towards Nicaragua, including the provision of humanitarian assistance, should be carried out with these goals in mind.

In that connection, members are encouraged by the Administration's decision to work closely with the democratic leaders in this hemisphere in support of peace and democratization in Nicaragua and throughout Central America. We urge you to continue along that path.

Members of the Committee consider it important that all necessary funds continue to be employed in support of the goals of the Central America Presidents' Agreements of February 24 and August 9, 1989 (the Tela Agreement). These agreements call both for democratic elections and for the repatriation and integration of members of the Nicaraguan resistance into the political process or, alternatively, for their resettlement in third countries.

As these have been an intended purpose of the humanitarian aid, there is considerable disappointment that so few members of the resistance have chosen to support the courageous internal political opposition to the Sandinista government by participating in the democratic process. It is expected that U.S. assistance will be used to encourage progress towards this goal.

Honorable James A. Baker, III
November 21, 1989

Page Two

Members of the Committee also expect that, in accordance with the law, the Administration will take steps to ensure that U.S. assistance is not used to support military or paramilitary operations in Nicaragua. A substantial number of resistance members reportedly have recently returned to Nicaragua. Military activity by these forces would be directly contrary to the letter and spirit of the Tela Agreement and the Bipartisan Accord and should not be encouraged or facilitated by the United States.


In this connection, we were heartened by your Administration's recent support for a U.N. Security Council Resolution calling for the creation of a peacekeeping force along the Honduran-Nicaraguan border. The Resolution provides another compelling reason why U.S. aid to armed resistance units inside Nicaragua should cease.

With these understandings and in the spirit of the Bipartisan Accord, I am exercising my authority as Chairman of the Committee on Foreign Affairs to recommend the continuation of humanitarian aid to the Nicaraguan resistance through February 25th as provided in PL 100-14.

Again, let me thank you for your willingness to work with the Committee. We stand ready, as always, to cooperate in the development of a strong and bipartisan foreign policy that supports democratic principles and values around the globe.

With best wishes, I am

Sincerely yours,



Dante B. Fascell
Chairman

DBF:GMIdmh

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Office of the Republican Leader
United States House of Representatives
Washington, DC 20515

November 22, 1989

Dear Mr. Secretary:

Pursuant to the bipartisan agreement on Central America between the Executive and the Congress, I have no objection to the continued provision of humanitarian assistance to the Nicaraguan Resistance through February 28, 1990 in accordance with the terms and conditions established by law.

Sincerely,



Robert H. Michel
Republican Leader

The Honorable James A. Baker
Secretary of State
Department of State
Washington, D.C. 20520

The Speaker's Rooms
U.S. House of Representatives
Washington, DC 20515

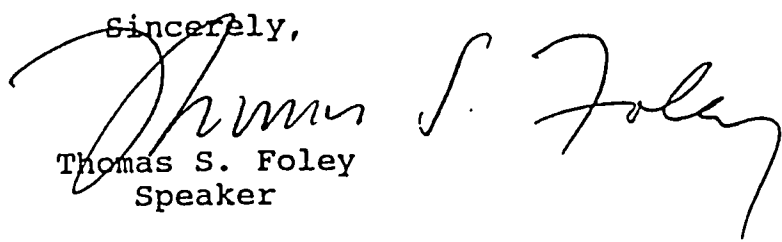
November 21, 1989

Dear Mr. Secretary:

Pursuant to the bipartisan agreement on Central America between the Executive and the Congress, I interpose no objection to the continued provision of humanitarian assistance to the Nicaraguan Resistance through February 28, 1990 in accordance with the terms and conditions established by law.

With warmest personal regards.

Sincerely,


Thomas S. Foley
Speaker

The Honorable James A. Baker
Secretary of State
Department of State
Washington, D.C. 20520

BOB DOLE
KANSAS

United States Senate

OFFICE OF THE REPUBLICAN LEADER
WASHINGTON, DC 20510

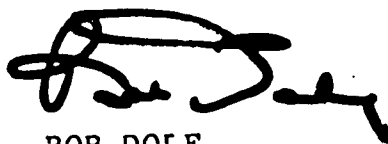
November 28, 1989

The Honorable James A. Baker III
Secretary of State
Department of State
Washington, D.C. 20520

Dear Mr. Secretary:

Pursuant to the bipartisan agreement on Central America between the Executive and the Congress, I strongly support the continued provision of humanitarian assistance to the Nicaraguan Resistance through February 28, 1990, in accordance with the terms and conditions established by law.

Sincerely yours,



BOB DOLE
United States Senate

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United States Senate

WASHINGTON, DC 20510

November 27, 1989

The Honorable James A. Baker, III
Secretary of State
U.S. Department of State
Washington, D.C. 20520

Dear Mr. Secretary:

Last April after years of debate on Central America, the Executive and Congress joined together to begin a bipartisan policy towards the region. The Bipartisan Accord was a major accomplishment, and for the first time in a decade this nation is speaking with one voice on Central America.

In a side letter associated with the Bipartisan Accord, you committed to obligate funds approved in PL 100-14 beyond November 30, 1989 "only if affirmed via letters from the bipartisan leadership of Congress and the relevant House and Senate authorization and appropriations committees".

We believe that it is important for the United States to maintain the consistent, bipartisan policy we have towards Nicaragua. At the same time, we are concerned that the recent upsurge in fighting, if continued, will serve to undermine this bipartisanship. We trust that the Administration will do all in its power to promote the observance of both sides of a cease-fire and will give its total support to negotiations between the contras and the Nicaraguan Government. Furthermore, we believe that the Administration must move toward the implementation of the policy of "voluntary reintegration of and voluntary regional relocation by the Nicaraguan resistance..." as stipulated in PL 100-14, and which is supported in concept by the Central American presidents in the Tela Agreement of August 7, 1989. If the Administration demonstrates its support for this we therefore believe that the aid program in PL 100-14 should continue in current form until February 28, 1990.

We look forward to continuing to work with you to further our common goals of peace and democracy in Central America.

Sincerely,


George J. Mitchell


Robert C. Byrd


Claiborne Pell

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SIDNEY R. YATES, ILLINOIS
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JIM CHAPMAN, TEXAS

Congress of the United States
House of Representatives
Committee on Appropriations
Washington, DC 20515

November 28, 1989

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VIRGINIA SMITH, NEBRASKA
CARL D. PURSELL, MICHIGAN
MICKEY EDWARDS, OKLAHOMA
BOB LIVINGSTON, LOUISIANA
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HAROLD ROGERS, KENTUCKY
JOE SKEEN, NEW MEXICO
FRANK R. WOLF, VIRGINIA
BILL LOWERY, CALIFORNIA
VIN WEBER, MINNESOTA
TOM DELAY, TEXAS
JIM KOLBE, ARIZONA
DEAN A. GALLO, NEW JERSEY

CLERK AND STAFF DIRECTOR
FREDERICK G. MOHRMAN

TELEPHONE:
(202) 225-2771

Honorable James A. Baker, III
Secretary of State
Department of State
Washington, D.C. 20500

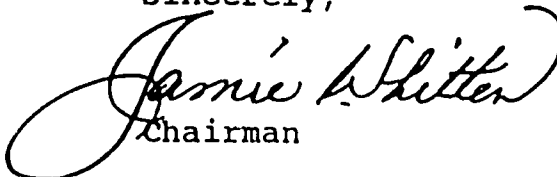
Dear Mr. Baker:

The Committee interposes no objection to the Administration providing the last subsistence payment to the Nicaraguan Resistance in accordance with the understandings reached earlier this year.

The Committee does this with the understanding and expectation that the Administration will live up to its agreement to provide no impediment to the Central American peace process and to follow through on the intention of the bipartisan agreement to encourage and provide for the regional relocation of the remaining Contra forces.

It is also provided with the expectation that the Administration will use its full influence to prevent Contra activities that are contrary to the bipartisan agreement and those which serve in any way as a cause for the disruption of the upcoming Nicaraguan elections.

Sincerely,


Chairman

Public Law 101-119
101st Congress

An Act

To provide assistance for free and fair elections in Nicaragua.

Oct. 21, 1989

[H.R. 3385]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That of the amounts remaining unexpended from funds allocated to the Agency for International Development, up to \$3,000,000 of the funds made available by section 9 of Public Law 100-276, and up to \$6,000,000 of the funds made available by section 2 of Public Law 101-14, may be used by the Administrator of the Agency for International Development, notwithstanding any other provision of law, for assistance for the promotion of democracy and national reconciliation in Nicaragua: *Provided*, That such assistance may be made available only as follows: (1) up to \$5,000,000 in assistance to internal groups, such as support for political organizations and alliances, independent elements of the media, independent labor unions, and business, civic, and professional groups through and consistent with the charter and standard operating procedures of the National Endowment for Democracy; and for support for the election process and monitoring including, but not limited to the organizations specified in proviso 2(c) below, and (2) up to \$4,000,000 (a) for election support intended to ensure the conduct of free, fair, and open elections through and consistent with the charter of the National Endowment for Democracy (which may include contributions through the National Opposition Union to the Supreme Electoral Council as necessary); (b) for support for the election process and monitoring; and (c) of which not less than \$400,000 shall be made available for the Council of Freely-Elected Heads of Government, and of which not less than \$250,000 shall be made available for the Center for Democracy and of which not less than \$400,000 shall be made available for the Center for Training and Election Promotion: *Provided further*, That the provisions of sections 7, 8, and 9 of Public Law 101-14 shall be applicable to funds made available by this Act: *Provided further*, That the Agency for International Development shall report to the appropriate Committees of Congress prior to obligation of funds: *Provided further*, That all travel by Members of Congress conducted pursuant to the upcoming Presidential elections in Nicaragua shall be in accordance with section 1754, title 22, United States Code: *Provided further*, That it is the sense of Congress that the National Opposition Union's representative on the Supreme Electoral Council will seek to ensure that any funds going to the Supreme Electoral Council are used solely for technical electoral purposes, such as ballot boxes and ballot printing: *Provided further*, That funds made available by this Act shall remain available until February 28, 1990.

Reports.

Approved October 21, 1989.

Mr. Speaker, I demand a second. The SPEAKER pro tempore. Is a second demanded? Mr. LAGOMARSINO. Mr. Speaker, I demand a second. The SPEAKER pro tempore. Without objection, a second will be considered as ordered. There was no objection. The SPEAKER pro tempore. The gentleman from Massachusetts [Mr. STUDDS] will be recognized for 20 minutes, and the gentleman from California [Mr. LAGOMARSINO] will be recognized for 20 minutes. The Chair recognizes the gentleman from Massachusetts [Mr. STUDDS]. Mr. STUDDS. Mr. Speaker, I yield myself such time as I may consume. Mr. Speaker, this bill authorizes the continuation of a program in Central America that we can all support, namely the Child Survival Assistance Program that we first authorized in the last Congress. As Members will recall in 1988, we included \$17.7 million in medical aid for children as part of the nonlethal Contra Aid Program. Under the law, at least 50 percent of the funds were to be spent in Nicaragua, and the remainder could be spent in neighboring countries, but all of it was intended for victims of the Nicaraguan civil war. Unfortunately, the Government of Nicaragua refused to permit the expenditure of most of the funds earmarked for expenditure in that country. Most of the other 50 percent of the funds have been used outside of Nicaragua, but some \$2 million remains. A total of \$9.6 million of the original \$17.7 million remains unexpended. AID is planning to close down the program, and in the absence of the legislation now before us that money would revert to the Treasury. This bill before us today would do three things: First, it would require the expenditure of the remaining \$9.6 million;

areas, and ages have given a year or more of time as VISTA volunteers to help the poor and disadvantaged of the United States;

Whereas VISTA has helped communities develop local leadership and has empowered people to help themselves and their communities.

Whereas VISTA volunteers have helped to create and maintain employment programs, health clinics, shelters for battered women, legal services centers, literacy organizations, literacy education programs, food banks, substance abuse prevention projects, and housing programs;

Whereas VISTA volunteers have worked with homeless families, the mentally and physically disabled, migrant farm-workers, low-income senior citizens, incarcerated youth and adults and refugees to encourage self-reliance; and

Whereas, with the increasing number of poor individuals in the United States, the importance of VISTA as one of the most effective weapons in the Nation against poverty cannot be underestimated: Now, therefore, be it

Resolved by the House of Representatives (the Senate concurring), That it is the sense of the Congress that—

(1) VISTA be commended on its 25th anniversary for its work in helping to combat the difficulties caused by poverty; and

(2) VISTA is a highly successful program and the commitment of the Congress to VISTA is reaffirmed.

The concurrent resolution was agreed to.

A motion to reconsider was laid on the table.

PERMISSION FOR COMMITTEE ON MERCHANT MARINE AND FISHERIES TO HAVE UNTIL MIDNIGHT, DECEMBER 15, 1989, TO FILE SUNDRY REPORTS

Mr. STUDDS. Mr. Speaker, I ask unanimous consent that the Committee on Merchant Marine and Fisheries have until 12 p.m. on December 15, 1989, to file reports on H.R. 2061, the Fishery Conservation Act of 1989, and H.R. 3332, the Global Environmental Research and Policy Act of 1989.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Massachusetts? There was no objection.

SURVIVAL ASSISTANCE FOR VICTIMS OF CIVIL STRIFE IN CENTRAL AMERICA

Mr. STUDDS. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 3696) to provide survival assistance to victims of civil strife in Central America.

The Clerk read as follows:
H.R. 3696

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SURVIVAL ASSISTANCE.
(a) AUTHORIZATION.—The Agency for International Development shall use unobligated funds made available pursuant to section 8(a) of Public Law 100-276 to provide medical care and other relief for noncombatant victims of civil strife in Central America. Such assistance shall be used to

provide medicines and immunizations, assist burn victims, help orphans, and otherwise provide assistance for noncombatants who have been physically injured or displaced by civil strife in Central America.

Priority shall be given to those with the greatest needs for assistance.

(b) USE OF PVO'S AND INTERNATIONAL RELIEF ORGANIZATIONS.—Assistance pursuant to this section shall be provided only through nonpolitical private and voluntary organizations and international relief organizations. Preference in the distribution of such assistance shall be given to organizations presently providing similar services such as Catholic Relief Services, the International Committee of the Red Cross, CARE, the United Nations Children's Fund, the United Nations High Commissioner for Refugees, Partners of the Americas, and the Pan American Health Organization.

(c) ASSISTANCE IN NICARAGUA.—Not more than one-half of the assistance provided under this section may be provided through nonpolitical private and voluntary organizations and international relief organizations operating inside Nicaragua. None of the assistance pursuant to this section may be provided to or through the Government of Nicaragua.

The SPEAKER pro tempore. Is a second demanded?

Mr. LAGOMARSINO. Mr. Speaker, I demand a second.

The SPEAKER pro tempore. Without objection, a second will be considered as ordered.

There was no objection.

The SPEAKER pro tempore. The gentleman from Massachusetts [Mr. STUDDS] will be recognized for 20 minutes, and the gentleman from California [Mr. LAGOMARSINO] will be recognized for 20 minutes.

The Chair recognizes the gentleman from Massachusetts [Mr. STUDDS].

Mr. STUDDS. Mr. Speaker, I yield myself such time as I may consume.

Mr. Speaker, this bill authorizes the continuation of a program in Central America that we can all support, namely the Child Survival Assistance Program that we first authorized in the last Congress.

As Members will recall in 1988, we included \$17.7 million in medical aid for children as part of the nonlethal Contra Aid Program. Under the law, at least 50 percent of the funds were to be spent in Nicaragua, and the remainder could be spent in neighboring countries, but all of it was intended for victims of the Nicaraguan civil war.

Unfortunately, the Government of Nicaragua refused to permit the expenditure of most of the funds earmarked for expenditure in that country. Most of the other 50 percent of the funds have been used outside of Nicaragua, but some \$2 million remains. A total of \$9.6 million of the original \$17.7 million remains unexpended. AID is planning to close down the program, and in the absence of the legislation now before us that money would revert to the Treasury.

This bill before us today would do three things:

First, it would require the expenditure of the remaining \$9.6 million;

Esquipulas II - 8/7/87

Central American Peace Plan

SUMMARY

The signatories commit themselves to democratization. Political parties (undefined) are to be given access to the media and freedom of movement within the country. States of siege or emergency will be lifted. (Section III)

National Reconciliation: Participation in the reconciliation process is restricted to those "unarmed political groups of internal opposition" and armed groups "which have taken advantage of the amnesty." Each country will issue its own amnesty decree. (Section I)

Verification of democratization steps will be overseen in each country by a four-member National Commission of Reconciliation. The government will name an executive branch representative, and select one of three nominees submitted by the both national episcopal conference and the legally registered political parties. The government will also select as the fourth member an outstanding "independent citizen." (Section I)

Elections for a Central American Parliament are discussed in detail; its powers and function are not specified. Work on establishing the framework for these elections are to be completed within 150 days and the elections themselves are to occur by June 30, 1988. International observers will be invited to verify the electoral process. Local, congressional and presidential elections are to be held in accordance with each country's current constitutional schedule. (Section IV)

The document calls for the cessation of all assistance to irregular forces, except that needed for resettlement of combatants. (Section V/XI) The governments also commit themselves to facilitate the voluntary repatriation of refugees to their countries of origin. (Section VIII)

The signatories commit themselves not to permit the use of their national territories for logistical or military aid to groups destabilizing other governments in the region.

Various international bodies or groups are asked to assist in implementation of the agreement. The Contadora Group is asked to assist in working out the details of disarming groups which accept the amnesty. A verification commission composed of the SYG's of the OAS, the UN, and the Contadora and Contadora Support Group foreign ministers and the five Central American foreign ministers will have overall authority to oversee compliance with the document's provisions.

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Any nation in accord with the agreement's goals and objectives may sign the accord.

Deadlines: Negotiations to establish implementing regulations and organize working commissions must begin at a foreign ministers meeting scheduled to begin no later than August 22. Within 90 days of August 7, the provisions on amnesty, cease-fire, democratization, and a cut-off of aid to irregular forces must take effect. Within 6 months, the verification commission must meet, and within 150 days another summit meeting of the Central American heads of state shall convene to resolve any outstanding differences.

(INFORMAL TRANSLATION)

Central American Peace Agreement

Preamble

The presidents of the republics of Guatemala, El Salvador, Honduras, Nicaragua and Costa Rica together in the city of Guatemala the 6th and 7th of August of 1987 encouraged by the visionary and permanent will of Contadora and the Support Group in favor of peace, strengthened by the constant support of all the leaders and people of the world, of its principal international organizations and especially the European Economic Community and His Holiness John Paul II, inspired by Esquipulas I and together in Guatemala to discuss the peace plan presented by the government of Costa Rica have agreed:

-- to accept completely the historic challenge of forging a peaceful destiny for Central America;

-- commit ourselves to fight for peace and eradicate war;

-- make dialogue prevail over violence and reason over rancor;

-- dedicate to the use of Central America whose legitimate aspirations for peace and social justice of liberty and reconciliation have been frustrated for many generations, these peace efforts;

-- put in place the Central American Parliament as a symbol of liberty and independence of the reconciliation that we aspire to in Central America.

We request respect and assistance from the international community for our efforts. We have Central American paths for peace and development, but we need help to make them reality. We ask for an international treaty that guarantees development so that the peace that we seek can endure. We firmly reiterate that peace and development are indivisible.

We thank President Vinicio Cerezo Arevalo and the noble people of Guatemala for having hosted this meeting. The generosity of the leader and the people of Guatemala have been decisive in creating a climate in which the peace accords were adopted.

Procedure for Establishing Firm and Lasting Peace in Central America

The governments of the republics of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua tasked with achieving the objectives and developing the established principles of the charter of the United Nations, the Charter of the Organization of American States, the Document of Objectives, the Message of Caraballeda of Peace, Security and Democracy in Central America, the Declaration of Guatemala, the Communique of Punta del Este, the Message of Panama, the Esquipulas Declaration, and the Contadora Draft for Peace and Cooperation in Central America of June 6, 1986 have joined together in the following endeavor to establish a firm and lasting peace in Central America.

I. NATIONAL RECONCILIATION

A. Dialogue

Urgently achieve in those cases where profound divisions in society have been created, actions of national reconciliation that permit popular participation with a full guarantee of authentic political processes of democratic nature based on justice, liberty, and democracy and to that end create mechanisms which will allow, in accordance with law, dialogue with opposition groups.

To that end, the corresponding governments will begin dialogue with all unarmed political groups of internal opposition and with those which have taken advantage of the amnesty.

B. Amnesty

In each Central American country except those where the international commission of verification and procedure determine that it is not necessary, decrees of amnesty will be issued that will establish all the dispositions that will guarantee the inviolability of life and liberty in all its forms,

material goods, and the security of all people to whom these decrees apply. Simultaneously with the issuance of the amnesty decrees, the irregular forces of the corresponding country should release all those persons in their power.

C. National Commission of Reconciliation

For the verification of compliance with the obligations that the five Central American governments have contracted with

) the signature of this document, insofar as amnesty, cease fire, democratization, and free elections, a National Commission of Reconciliation shall be created which will have the function of verifying true compliance with the process of national reconciliation, as well as unrestricted respect for all civil and political rights of Central American people which are guaranteed by this document.

The National Commission of Reconciliation will be comprised of a principle delegate and alternate of the executive branch, a principal and alternate suggested by the Episcopal Conference and chosen by the government from a group of three bishops which shall be presented within a time frame of 15 days after receiving the formal invitation. This invitation shall be made by the government within five working days following the signing of this document. The same procedure of choosing one from the three will be used for the selection of one principal and one alternate from the political parties of the legally registered opposition. The three candidates shall be presented in the foregoing time frame. Each Central American government shall also chose a noteworthy citizen who belongs to neither the government nor the ruling party and an alternate to join the commission. The agreement or decree in which the respective national commissions is constituted shall be transmitted immediately to the other Central American governments.

II. EXORTATION FOR CESSATION OF HOSTILITIES

The governments make a vehement exhortation so that in the countries of the region which are currently suffering from the activities of irregular or insurgent groups a cessation of hostilities be implemented. The governments of those countries commit themselves to undertake all the necessary actions to obtain an effective cease fire within a constitutional framework.

III. DEMOCRATIZATION

The governments commit themselves to promote an authentic pluralistic and participatory democratic process which implies the promotion of social justice, respect for human rights, sovereignty, territorial integrity of the nation, and the right of all nations to freely determine without any sort of foreign interference, its own economic, political and social model and they will undertake in a verifiable manner the measures conducive to the establishment and when necessary the

perfection of representative and pluralistic democratic systems which guarantee the organization of political parties and effective popular participation in decision-making and the assurance of free access by differing currents of opinion to honest and periodic electoral processes, based on clear observance of citizens' rights. In order to verify the good faith in the development of this process of democratization it will be understood that:

(a) there should be complete freedom for television, radio, and the press; this complete freedom will include opening and maintaining communications media for all ideological groups and the operation of those media without previous censorship,

(b) a complete political pluralism shall be demonstrated, the political groups will have in that regard ample access to the means of communication, general enjoyment of the right to associate and the ability to hold public demonstrations while exercising unrestricted oral and written and televised publicity as well as free movement for members of political parties for purposes of prosyletizing,

(c) the governments of Central America which are under a state of seige, exception or emergency shall lift it; putting into effect the rule of law with full constitutional guarantees.

IV. FREE ELECTIONS

When the conditions inherent in every democracy have been created, free plurlistic and honest elections shall be held.

As a joint expression of the desire of the nations of Central America to seek reconciliation and lasting peace for their peoples, elections for the integration of a Central American Parliament shall be held, which creation was proposed in the Declaration of Esquipulas on May 25, 1986.

In the before mentioned proposals, the leaders expressed their desire to advance the organization of said parliament. To that effect the preparatory commission for the Central American parliament shall complete its deliberations and deliver to the Presidents of Central America the corresponding draft of the charter within 150 days.

These elections will take place simultaneously in all the countries of Central America during the first six months of 1988 on an opportune date to be agreed upon by the Presidents of the Central American nations. They will be subject to observance by the corresponding electoral bodies, and the respective governments commit themselves to invite the

Organization of American States and the United Nations as well as the governments of third nations to send observers who shall verify that the electoral processes have been carried out with the strictest regard for equal access by all political parties to the means of social communications, as well as ample opportunity to hold public demonstrations and other types of political campaigning.

In order that the elections to form the Central American Parliament be held within the time frame noted in this document the corresponding charter shall be submitted for approval or ratification in the five nations.

After the elections for the formation of the Central American Parliament have been held, there shall be in each country international observers and the same guarantees within the established time frame and the calendar which shall be proposed in accordance with current political constitutions elections which shall be equally free and democratic for the selection of popular representatives in the municipalities, congresses, legislative assemblies and presidency of the nation.

V. CESSATION OF AID TO IRREGULAR FORCES OR INSURGENT MOVEMENTS

The governments of the five Central American nations ask the governments of the region and governments outside the region which are providing openly or covertly military, logistical, financial, rhetorical (propaganda), and assistance in the form of humanitarian aid, arms, supplies, and equipment to irregular forces or insurgent movements to stop such aid as an indispensable element to achieving a lasting and stable peace in the region.

The above does not include aid which is given for repatriation or in its place relocation and necessary assistance for reintegration into a normal life of those persons who belonged to said groups or movements. They also ask the irregular forces and insurgent groups operating in Central America to abstain from accepting such aid, in an authentic Latin American spirit. These requests are made to fulfill the points established by the Document of Objectives regarding the elimination of arms trafficking within the region or originating outside of the region which are destined for persons, organizations, or groups which intend to destabilize the governments of the Central American nations.

VI. NON-USE OF TERRITORY FOR AGGRESSION AGAINST OTHER NATIONS

The five countries which are signing this document reiterate their commitment to prevent the use of their territory and their commitment neither to give nor permit

logistical military aid to persons, organizations or groups which try to destabilize the governments of the Central American nations.

VII. NEGOTIATIONS REGARDING SECURITY, VERIFICATION, CONTROL, AND LIMITATION OF ARMS

The governments of the five Central American nations, with the participation of the Contadora Group which shall exercise its mediating role, will continue negotiations on the pending points of agreement, regarding security, verification, and control in the draft of the Contadora Act for Peace and Cooperation in Central America.

These negotiations will also include measures for disarming the irregular forces which are willing to accept the decrees of amnesty.

VIII. REFUGEES AND DISPLACED PERSONS

The governments of Central America commit themselves to urgently attend to the movement of refugees and displaced persons which have been brought about by the regional crisis, through protection and assistance, particularly as regards health, education, employment and security, as well as facilitating the repatriation, resettlement or relocation as long as it is voluntarily requested by the individual.

They also commit themselves to request the international community to provide assistance for the refugees and displaced Central Americans in a direct manner.

They also commit themselves to request the assistance of the international community for the refugees and displaced Central Americans in a direct manner through multilateral or bilateral agreements as well as through the United Nations High Commissioner for Refugees and other entities and agencies.

IX. COOPERATION, DEMOCRACY, AND FREEDOM FOR PEACE AND DEVELOPMENT

In the climate of liberty which guarantees democracy, the nations of Central America will adopt agreements which will speed up development in order to create more egalitarian societies which are free from poverty.

The consolidation of democracy implies the creation a welfare economy and economic and social democracy. In order to obtain these objectives the governments will jointly request extraordinary economic support from the international community.

X. VERIFICATION AND INTERNATIONAL FOLLOW-UP (Sequimiento)

a. International Commission for Verification and Follow-up

An international Commission for Verification and Follow-up composed of the Secretaries General or their representatives of the OAS and the UN as well as by the foreign ministers of Central America, the Contadora Group, and Support Group will be created. This commission will be charged with verifying and confirming compliance with the commitments contained in this document.

b. Support and facilities for the mechanisms of reconciliation, verification, and follow-up.

With the objective of strengthening the negotiations of the international Commission for Verification and Follow-Up the governments of the five Central American nations will issue statements supporting their work. All nations interested in promoting the cause of liberty, democracy, and peace in Central America may also subscribe to these statements.

The five governments will grant all the necessary facilities for the complete accomplishment of responsibilities of verification and follow-up of the National Commission for Reconciliation of each country and the international Commission of Verification and Follow-up.

XI. CALENDAR FOR THE IMPLEMENTATION OF THE COMMITMENTS

Within fifteen days of signing this document the foreign ministers of Central America will meet in an executive commission to establish rules, stimulate and make viable compliance with the agreements contained in this document, and organize the working commissions so that as of this date, processes can begin which will lead to the fulfillment of the commitments agreed to within the specified time frame, by means of consultations, negotiations, and other mechanisms which they deem necessary.

Within 90 days counted from the date this document is signed the commitments relating to amnesty, cease-fire, democratization, cessation of aid to irregular forces or insurgent movements, and the non-use of territory to attack other nations shall enter into effect publicly and simultaneously as defined by this document.

Within 120 days of signing this document, the international Commission for Verification and Follow-up will analyze progress in compliance with the agreements in this document.

Within 150 days, the five Central American presidents will meet and receive a report from the International Commission for Verification and Follow-up and will make pertinent decisions.

FINAL POINTS

The points included in this document are part of an indivisible and harmonic whole. Its signing implies an obligation accepted in good faith of simultaneous compliance with everything agreed upon within the established time frame.

The presidents of the five Central American nations with a political will to respond to the desire for peace of our people sign this document in Guatemala City on the 7th day of August of 1987.

Signed : Oscar Arias Sanchez, President of the Republic of Costa Rica

Jose Napoleon Duarte, President of the Republic of El Salvador

Vinicio Cerezo Arevalo, President of the Republic of Guatemala

Jose Azcona Hoyo, President of the Republic of Honduras

Daniel Ortega Saavedra, President of the Republic of Nicaragua

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ROME FOR EMBASSY VATICAN

E.O. 12356: N/A
TAGS: PREL, XK, CS
SUBJ: FINAL COMMUNIQUE OF SAN JOSE SUMMIT

1. AT 5:00 P.M. ON JANUARY 16, THE FIVE
CENTRAL AMERICAN PRESIDENTS HELD A BRIEF
CEREMONY TO CLOSE THE SAN JOSE SUMMIT.
PRESIDENT ARIAS READ A DECLARATION WHICH
MADE THE FOLLOWING POINTS (FULL SPANISH/
ENGLISH TEXTS BELOW):

-- THE PRESIDENTS THANKED THE INTERNATIONAL
COMMISSION ON VERIFICATION AND FOLLOW-UP
(CIVS) FOR ITS EFFORTS AND CHARGED THE
EXECUTIVE COMMISSION (COMPOSED OF THE FIVE
CENTRAL AMERICAN FOREIGN MINISTERS) TO STUDY
THE CIVS REPORT AND MAKE RECOMMENDATIONS.

-- THEY ARE NOT ENTIRELY SATISFIED WITH
COMPLIANCE OF ESQUIPULAS II, WHOSE COMMITMENTS
ARE "UNCONDITIONAL AND UNILATERAL" AND DEMAND
"TOTAL AND INESCAPABLE COMPLIANCE." THERE
SHOULD BE IMMEDIATE COMPLIANCE WITH THE
COMMITMENTS REGARDING DIALOGUE, CEASE-FIRE
TALKS, GENERAL AMNESTY, AND DEMOCRATIZATION.

-- COMMITMENTS REGARDING CESSATION OF AID
TO IRREGULAR FORCES, NON-USE OF TERRITORY,
AND ELECTIONS REQUIRE VERIFICATION. NATIONAL
RECONCILIATION COMMISSIONS WILL VERIFY
ELECTIONS, AND THE EXECUTIVE COMMISSION
WILL ASSUME RESPONSIBILITY FOR OVERALL
VERIFICATION, CONTROL, AND FOLLOW-UP.

-- THERE REMAINS THE COMMITMENT TO DEAL WITH
ARMS LEVELS AND SECURITY ISSUES.

-- THE INTERNATIONAL COMMUNITY NEEDS TO
PROVIDE POLITICAL AND FINANCIAL SUPPORT
FOR REGIONAL ECONOMIC AND SOCIAL DEVELOPMENT.

-- THE PRESIDENTS PROMISE TO COMPLY WITH
THEIR COMMITMENTS, WHICH CANNOT BE RENOUNCED
OR ALTERED.

2. THE TEXT OF THE JOINT SUMMIT DECLARATION
MAKES NO DIRECT REFERENCE TO THE SEPARATE
STATEMENT ISSUED TODAY BY ORTEGA CONTAINING
FOUR STEPS THE GON PROPOSES TO TAKE TOWARD
GUATEMALA ACCORD IMPLEMENTATION (SAN JOSE
735). IN HIS PRESS CONFERENCE FOLLOWING
RELEASE OF THE JOINT DECLARATION, ORTEGA
OUTLINED THE FOUR STEPS, WHICH HE DESCRIBED
AS AN ATTEMPT TO END THE ILLEGAL WAR
PERPETRATED AGAINST NICARAGUA BY THE USG.

3. BEGIN EMBASSY TRANSLATION.

JOINT DECLARATION OF THE PRESIDENTS OF CENTRAL
AMERICA.

THE PRESIDENTS HAVE RECEIVED THE CONCLUSIONS OF THE
REPORT OF THE INTERNATIONAL VERIFICATION AND
FOLLOW-UP COMMISSION, PREPARED IN AGREEMENT WITH
ITEM ELEVEN OF ESQUIPULAS II, WITH SOME OF THEM
NOTING RESERVATIONS.

THE PRESIDENTS RECOGNIZE THE EFFORTS AND THE
ENORMOUS LABORS OF THE COMMISSION, AND THANK IT FOR
ITS DEDICATION AND EFFORTS IN CONTRIBUTING TO THE
COMPLIANCE OF THE ESQUIPULAS II ACCORDS.

THE PRESIDENTS ENTRUST TO THE EXECUTIVE COMMISSION
THE TASK OF RECEIVING THE GENERAL REPORT AND MAKING
THE PERTINENT RECOMMENDATIONS.

THE PRESIDENTS ACKNOWLEDGE THE HISTORICAL VALUE AND
IMPORTANCE OF THE ESQUIPULAS II ACCORD, WHOSE
CONCEPTION AND SPIRIT THEY TODAY RECOGNIZE AND
REITERATE THAT IT IS VITAL TO THE ACHIEVEMENT OF
PEACE AND DEMOCRACY IN THE REGION.

NOT ENTIRELY SATISFIED BY COMPLIANCE WITH THE
ESQUIPULAS II COMMITMENTS, THEY PROMISE TO SATISFY
THE UNILATERAL AND UNCONDITIONAL OBLIGATIONS, WITH
WHICH THEIR GOVERNMENTS ARE OBLIGED TO COMPLY
TOTALLY AND WITHOUT EXCUSES. AMONG THESE ARE
DIALOGUE, CEASEFIRE TALKS, GENERAL AMNESTY AND,
ABOVE ALL, DEMOCRATIZATION, WHICH NECESSARILY
INCLUDES THE LIFTING OF THE STATE OF EMERGENCY,
TOTAL FREEDOM OF THE PRESS, POLITICAL PLURALISM,
AND THE DISMANTLING OF SPECIAL TRIBUNALS. THE
ABOVE COMMITMENTS WITH WHICH THE GOVERNMENTS HAVE
NOT YET COMPLIED, MUST BE IMMEDIATELY MET, CLEARLY
AND PUBLICLY.

COMPLIANCE WITH THE ESQUIPULAS II ACCORDS
ENCOMPASSES COMMITMENTS, WHOSE OBEYSERVANCE BY THE
GOVERNMENTS IS THE OBJECT OF A SPECIFIC AND
ESSENTIAL VERIFICATION PROCESS, PARTICULARLY IN THE
AREAS OF ENDING AID TO IRREGULAR FORCES, NON-USE OF
TERRITORY TO ASSIST SUCH FORCES, AND GENUINE
LIBERTY FOR ELECTORAL PROCESSES THAT WILL BE
VERIFIED BY THE NATIONAL RECONCILIATION COMMISSION,
GIVING SPECIAL IMPORTANCE OF THE ELECTION OF A
CENTRAL AMERICAN PARLIAMENT "AS AN INDISPENSABLE
PART OF ACHIEVING A STABLE AND LASTING PEACE IN THE
REGION."

THE EXECUTIVE COMMISSION, COMPOSED OF THE FOREIGN
MINISTERS OF THE CENTRAL AMERICAN STATES, WILL HAVE

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THE PRINCIPAL VERIFICATION, CONTROL AND FOLLOW-UP
FUNCTION FOR ALL THE COMMITMENTS CONTAINED IN THE
GUATEMALA ACCORD AND IN THIS DECLARATION. GIVEN
THIS, IT WILL REQUEST THE COOPERATION OF REGIONAL
AND EXTRA-REGIONAL STATES, OR OF RECOGNIZED,
IMPARTIAL AND TECHNICALLY CAPABLE ENTITIES THAT
HAVE SHOWN THEIR INTEREST IN COLLABORATING IN THE
CENTRAL AMERICAN PEACE PROCESS.

COMPLIANCE WITH ESQUIPULAS II ALSO IMPLIES
FOLLOW-UP ON OBLIGATIONS CONTAINED IN ALREADY
ESTABLISHED STRATEGIES, SUCH AS REGULATION OF ARMS
LEVELS, AND AGREEMENTS ON SECURITY AND DISARMAMENT.

WE EXPRESS OUR APPRECIATION TO THE INTERNATIONAL
COMMUNITY FOR THE POLITICAL AND FINANCIAL HELP IT
HAS PROMISED TO PROMOTE REGIONAL PROJECTS, ORIENTED
TO THE ECONOMIC AND SOCIAL DEVELOPMENT OF CENTRAL
AMERICA, AN OBJECTIVE DIRECTLY TIED TO ACHIEVING,
PRESERVING AND CONSOLIDATING PEACE, THIS BECAUSE
THE PRIMARY CAUSES OF THE (CENTRAL AMERICAN)
CONFLICT ARE SOCIAL AND ECONOMIC AND IT IS NOT
POSSIBLE TO ACHIEVE PEACE WITHOUT DEVELOPMENT.

THE PRESIDENTS, CONSCIOUS OF THEIR HISTORIC
RESPONSIBILITIES TO THEIR NATIONS, REAFFIRM THEIR
UNBENDING AND IRREVOCABLE WILL TO COMPLY WITH THE
ACCORD, PROMISING TO COMPLETE THEIR REMAINING
OBLIGATIONS IMMEDIATELY AND WITHOUT HESITATION OR
EQUIVOCATION, AWARE THAT IT WILL BE THEIR NATIONS
AND THE INTERNATIONAL COMMUNITY THAT WILL JUDGE
WHETHER THEY COMPLY WITH OBLIGATIONS CONTRACTED IN
GOOD FAITH.

WE HEREBY SUBSCRIBE TO THE PRESENT DECLARATION,
THANKING THE PEOPLE OF COSTA RICA AND THEIR
PRESIDENT, DR. OSCAR ARIAS SANCHEZ, FOR THEIR
HOSPITALITY THAT ALLOWED US THE PROPER SETTING FOR
THIS MEETING.

OSCAR ARIAS SANCHEZ
PRESIDENT OF THE REPUBLIC OF COSTA RICA

JOSE NAPOLEON DUARTE
PRESIDENT OF THE REPUBLIC OF EL SALVADOR

VINICIO CEREZO AREVALO
PRESIDENT OF THE REPUBLIC OF GUATEMALA

JOSE AZCONA HOYD
PRESIDENT OF THE REPUBLIC OF HONDURAS

DANIEL ORTEGA SAAVEDRA
PRESIDENT OF THE REPUBLIC OF NICARAGUA

4. BEGIN SPANISH TEXT.

DECLARACION CONJUNTA DE LOS PRESIDENTES DE
CENTROAMERICA

LOS PRESIDENTES HAN RECIBIDO LAS CONCLUSIONES
DEL INFORME DE LA COMISION INTERNACIONAL DE
VERIFICACION Y SEGUIMIENTO, PREPARADO DE
ACUERDO AL NUMERAL 11 DE ESQUIPULAS II, CON
RESERVAS SENALADAS POR ALGUNOS DE ELLOS.

LOS PRESIDENTES RECONOCEN EL ESFUERZO Y
EL INGENTE TRABAJO DE LA COMISION, A LA QUE
AGRADECEN SU DEDICACION Y ESFUERZO PARA
COADYUVAR AL CUMPLIMIENTO DE LOS ACUERDOS

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DE ESQUIPULAS II.

LOS PRESIDENTES ENCOMIENDAN A LA COMISION
EJECUTIVA PARA QUE AL RECIBIRSE EL INFORME GENERAL
LO EXAMINE HACIENDO LAS RECOMENDACIONES PERTINENTES.

LOS PRESIDENTES RATIFICAN EL VALOR HISTORICO
Y LA IMPORTANCIA DEL ACUERDO DE ESQUIPULAS II,
CUYA CONCEPCION Y ESPIRITU HOY RECONOCEN Y
REITERAN COMO VITALES PARA EL LOGRO DE LA
DEMOCRATIZACION Y LA PACIFICACION DE LA REGION.

POR NO ESTAR SATISFECHO ENTERAMENTE EL
CUMPLIMIENTO DE LOS COMPROMISOS DE ESQUIPULAS II,
SE COMPROMETEN A SATISFACER OBLIGACIONES
INCONDICIONALES Y UNILATERALES QUE OBLIGAN
A LOS GOBIERNOS A UN CUMPLIMIENTO TOTAL E
INEXCUSABLE. DENTRO DE ESTAS SE ENCUENTRAN
EL DIALOGO, LAS CONVERSACIONES PARA LA
CONCERTACION DEL CESE DE FUEGO, LA AMNISTIA
GENERAL Y, SOBRE TODO, LA DEMOCRATIZACION,
QUE NECESARIAMENTE INCLUYE EL LEVANTAMIENTO
DEL ESTADO DE EXCEPCION, LA LIBERTAD DE PRENSA
TOTAL, EL PLURALISMO POLITICO Y EL NO FUNCIONAMIENTO
DE TRIBUNALES ESPECIALES. LOS COMPROMISOS
ENUNCIADOS QUE NO SE HAN CUMPLIDO POR LOS
GOBIERNOS, DEBERAN SER CUMPLIDOS INMEDIATAMENTE
EN FORMA PUBLICA Y EVIDENTE.

EL CUMPLIMIENTO DE LOS ACUERDOS DEL
DOCUMENTO DE ESQUIPULAS II COMPRENDE COMPROMISOS
CUYA OBSERVANCIA POR LOS GOBIERNOS ES OBJETO
DE UNA IMPRESCINDIBLE VERIFICACION ESPECIFICA,
PARTICULARMENTE EL CESE DE LA AYUDA A LOS
GRUPOS IRREGULARES, EL NO USO DEL TERRITORIO
PARA APOYAR A LOS MISMOS, Y LA LIBERTAD
EFECTIVA DE LOS PROCESOS ELECTORALES QUE
DEBERAN SER VERIFICADOS POR LA COMISION
NACIONAL DE RECONCILIACION, DANDOLE ESPECIAL
IMPORTANCIA A LA ELECCION DEL PARLAMENTO
CENTROAMERICANO, TODOS COMO UN ELEMENTO
INDISPENSABLE PARA LOGRAR LA PAZ ESTABLE Y
DURADERA EN LA REGION.

LA COMISION EJECUTIVA INTEGRADA POR LOS
MINISTROS DE RELACIONES EXTERIORES DE LOS
ESTADOS CENTROAMERICANOS, TENDRA LA FUNCION
PRINCIPAL DE VERIFICACION, CONTROL Y SEGUIMIENTO
DE TODOS LOS COMPROMISOS CONTENIDOS EN EL
PROCEDIMIENTO DE GUATEMALA Y EN LA PRESENTE
DECLARACION. PARA ELLO, GESTIONARA LA
COOPERACION DE ESTADOS REGIONALES O EXTRARREGIONALES,
U ORGANISMOS DE RECONOCIDA IMPARCIALIDAD Y
CAPACIDAD TECNICA, QUE HAN MANIFESTADO SU
DESEO DE COLABORAR EN EL PROCESO DE PAZ DE
CENTROAMERICA.

IGUALMENTE EL CUMPLIMIENTO DE ESQUIPULAS II
IMPLICA EL SEGUIMIENTO DE OBLIGACIONES QUE
COMPRENDEN UNA ESTRATEGIA YA ESTABLECIDA, COMO
ES EL DE LA REGULACION DEL ARMAMENTISMO, Y LOS
ACUERDOS DE SEGURIDAD Y DESARME.

EXPRESAMOS NUESTRO RECONOCIMIENTO A LA
COMUNIDAD INTERNACIONAL POR EL APOYO POLITICO
Y FINANCIERO QUE HA COMPROMETIDO PARA IMPULSAR
PROYECTOS REGIONALES, ORIENTADOS A ALCANZAR
EL DESARROLLO ECONOMICO Y SOCIAL DE CENTROAMERICA,
COMO OBJETIVO DIRECTAMENTE LIGADO CON LA TAREA
DE LOGRAR, PRESERVAR Y CONSOLIDAR LA PAZ, YA

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QUE SIENDO ECONOMICAS Y SOCIALES LAS CAUSAS
PRIMIGENIAS DE ESTE CONFLICTO, NO ES POSIBLE
ALCANZAR LA PAZ SIN DESARROLLO.

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- LOS PRESIDENTES, CONSCIENTES DE SU
RESPONSABILIDAD HISTORICA FRENTE A SUS PUEBLOS,
REAFIRMAN SU VOLUNTAD DE CUMPLIMIENTO EN LA
FORMA EXPRESADA, QUE ESTIMAN IRRENUNCIABLE E
INALTERABLE, PROMETIENDO CUMPLIR LO PENDIENTE
EN FORMA INMEDIATA SIN RETICENCIAS NI SOSLAYO,
CONSCIENTES DE QUE SERAN SUS PUEBLOS Y LA
COMUNIDAD INTERNACIONAL QUIENES JUZGARAN EL
CUMPLIMIENTO DE LAS OBLIGACIONES CONTRAIDAS
DE BUENA FE. END SPANISH TEXT. HINTON

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YATAMA/NICARAGUA ACCORD

February 2, 1988

(Unofficial Translation from the Spanish to the English)

BASIC PRELIMINARY ACCORDS BETWEEN THE GOVERNMENT OF NICARAGUA AND THE ORGANIZATION YATAMA RESULTING FROM DIALOGUE FROM JANUARY 25 THROUGH FEBRUARY 2, 1988.

The Government of the Republic of Nicaragua and the organization YATAMA (YAPTI TASBA MASRAKA NANI ASLATAKANKA), engaged in a genuine process of reconciliation and search for a solution of peace with justice to the current conflict of historic roots in the Atlantic Coast of the country, and with the intention of moving toward the decisive step of this reconciliation effort and establishing the true basis of a revolutionary solution, have established certain basic Accords. These Accords are within the constitutional order of Nicaragua, and both parties agree to engage in political and legal initiatives that may be necessary to implement future Accords related to the historical rein vindication of the Peoples of the Atlantic Coast. The Accords are the following:

I. Political Aspects

- 11 The Government of Nicaragua reaffirms its recognition of the right of the Peoples of the Atlantic Coast to exercise autonomy which consists of the right to determine, within their traditional territory, their own political, economic, social, cultural, educational, religious and legal development without external interference according to their historical and ethnic values and traditions, within the framework of the Nicaraguan state.
- 12 Pursuant to the spirit of the Esquipulas Accords, the Government of Nicaragua and YATAMA commit themselves to advancing along the road toward peace for a solution to the conflict in the Atlantic Coast. To that end, once a definitive cease fire is agreed upon the Government of Nicaragua shall guarantee the establishment of YATAMA and its current leadership within the political and civic life of the country. The government furthermore agrees to fully respect and recognize the communities' own organizational forms in the development of Autonomy.
- 13 The YATAMA organization agrees to hold a General Congress 90 days from the signing of a formal cease fire accord in order to consolidate the unity of its organization and the peace process.

II. Economic Aspect

- 21 The Government of Nicaragua recognizes the right of the Peoples of the Atlantic Coast to the lands and waters they traditionally have occupied and worked, lands and waters which form an inalienable territory and serve as an essential element for their survival and development.
- 22 The Government of Nicaragua reaffirms its recognition of the communal property rights of the Peoples of the Atlantic Coast over the lands, forests and waters within their traditional territory and agrees to entering into accords with the Autonomous Government of the region for the rational exploitation and use of the subsoil and sea resources which should benefit in just distribution the development of the Atlantic Coast and the country.
- 23 The YATAMA organization agrees to promote, in coordination with the government and in conformity with national legislation, the securing of foreign resources and international technical cooperation for the immediate needs and economic development of the region. The government agrees to support and facilitate this effort.

III. Social Aspect

- 3.1 The Government of Nicaragua declares the Atlantic Coast a Region of emergency and reconstruction. Upon the initiative of YATAMA, a Committee of Emergency and Reconstruction shall be created. It is agreed that YATAMA shall participate in an effective way in this Committee.
- 3.1 The Government of Nicaragua reaffirms its responsibility to provide, according to its means, financial resources and materials necessary for reconstruction and thus shall continue providing such resources and materials and shall engage in greater efforts for reconstruction and the replenishment of the goods and communal properties affected by the war.
- 3.3 The Government shall continue to organize and promote along with other institutions immediate humanitarian assistance (food, medicine, housing, tools, etc.) and foreign financial resources for these needs and the reconstruction of the communities.
- 3.4 The Government of Nicaragua shall continue working with the International Red Cross, the United Nations High Commissioner for Refugees (UNHCR) and other humanitarian organizations in order to facilitate resettlement and assistance for the displaced and refugees, who shall return directly to their communities of origin when such is possible. YATAMA also shall support the efforts of these organizations.

In accordance with YATAMA the creation of a Commission of Support for Refugees and Displaced Persons, made up of the Government, YATAMA, the Moravian Church, CEPAD, the Catholic Church, SUKAWALA and other national and regional organizations, is suggested.

IV. Cease Fire Aspect

- 4.1 The Government of Nicaragua and YATAMA agree to avoid offensive military actions within this period of negotiations, and no later than beginning on March 1 (1988) shall discuss a formal cease fire accord in the Atlantic Coast between the armed forces of the Government and the YATAMA troops. The cease fire accord shall be for an extendible period of 45 days.
- 4.2 Both parties agree that their respective forces shall avoid all military confrontation and provocation during this period.

V. Conciliation Commission and Witness Countries

The Conciliation Commission comprised of the Moravian Church and CEPAD shall be witness to the compliance of the accords and shall invite the friendly countries of Canada, Costa Rica, Cuba, Denmark, Finland, Holland, Norway and Sweden also to be witnesses and to support this process materially and morally.

VI. Pending Matters

The basic points on which there has been no agreement, including aspects relating to Autonomy and the delimitation of traditional lands, shall be discussed in the next round of dialogue.

For the Government of Nicaragua

TOMAS BORGE

For YATAMA

BROOKLYN RIVERA

Given in the City of Managua on the 2nd day of February of 1988.

PROTOCOL I
AGREEMENT
ON THE FUNCTIONS OF THE
CONCILIATION COMMISSION
BETWEEN
THE GOVERNMENT OF NICARAGUA AND YATAMA

In light of the fact that, in their search for reconciliation, a lasting peace, and the development of the Atlantic Coast, the Government of Nicaragua and the YATAMA organization have asked the Moravian Church and CEPAD to form a Commission to conciliate between the two parties, they have agreed:

1. That it be comprised of Rev. Andy Shogreen, Superintendent, on the part of the Moravian Church, supported by Rev. Milton Hemlock, Rev. Ofreciano Julius, Pastor Jorge Fredrick, Lic. Faran Domertz, Rev. Norman Bent, and Dr. Owyn Hodgson as legal advisor;
2. That on the part of CEPAD, Dr. Gustavo A Parajon D., its president, sit on the Commission; and
3. That Protestant Minister John Paul Lederech act as technical assistant to this Commission.
4. The functions of the Commission shall be to:
 - 4.1 Facilitate communication between the two parties.
 - 4.2 Formally chair meetings and serve as moderator in the talks.

To this effect, normal rules of parliamentary procedure shall be applied. In order to speed up the discussion, the Commission shall try to clarify issues that may lend themselves to misunderstandings, and shall make lists of points of mutual interest to be discussed in due time.
 - 4.3 Oversee the favorable progress of the talks.
 - 4.4 Oversee and bear witness to compliance with the agreements.
 - 4.5 Make recommendations.
 - 4.6 Arrange the time and place for meetings.

Managua, Nicaragua, January 26, 1988

DEPARTMENT OF STATE
DIVISION OF LANGUAGE SERVICES

(TRANSLATION)

LS NO 125639
LM/RHC
Spanish

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FM AMEMBASSY MANAGUA
TO SECSTATE WASHDC IMMEDIATE 1926

UNCLAS MANAGUA 02078

SUBJ: TEXT OF GON-RESISTANCE PRELIMINARY CEASE-FIRE AGREEMENT

The Constitutional Government of the Republic of Nicaragua and the Nicaraguan Resistance, meeting at Sapoa, Nicaragua, on March 21, 22, and 23, 1988, with the aim of contributing to national reconciliation within the framework of the Esquipulas II Agreements and in the presence of the witnesses, His Eminence Cardinal Miguel Obando y Bravo, President of the Episcopal Conference of Nicaragua, and His Excellency Ambassador Joao Clemente Baena Soares, Secretary General of the Organization of American States (OAS), have arrived at the following agreement:

1. Offensive military operations shall cease throughout the national territory for a period of 60 days beginning on April 1, 1988. During this period a process of comprehensive negotiation shall be conducted for the definitive cease-fire, the actual execution of which shall occur jointly with the other commitments contemplated in Esquipulas II, in order to end the war.

Both parties agree to meet at the highest level in Managua next April 6 in order to continue the negotiations for the definitive cease-fire.

2. During the first 15 days, the resistance forces shall situate themselves in zones whose location, size, and modus operandi shall be mutually agreed upon through special commissions in a meeting at Sapoa to begin on Monday, March 28.

3. The Government of Nicaragua shall decree a general amnesty for persons prosecuted for and convicted of violations of the Law for Maintenance of Order and Public Security, and for members of the former regime's army prosecuted for and convicted of crimes committed prior to July 19, 1979. In the case of the first group, the amnesty shall be a gradual one. In view of the religious feelings of the Nicaraguan people on the occasion of Holy Week, the release of the first 100 prisoners shall begin on Palm Sunday. Subsequently, when the entrance of the Nicaraguan Resistance Forces into the mutually agreed zones is verified, 50 percent of the prisoners shall be released. The remaining 50 percent shall be set free on a date following the signing of the definitive cease-fire to be agreed upon at the April 6 meeting at Managua.

In the case of the prisoners covered by the last part of the first paragraph of this section, their release shall begin upon signature of the definitive cease-fire, subject to a report of the OAS Inter-American Human Rights Commission.

The OAS Secretary General shall be guarantor and depositary of the implementation of this amnesty.

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4. For the purpose of guaranteeing food and basic supplies for the irregular forces, steps shall be taken to obtain exclusively humanitarian aid and only such aid shall be accepted, in accordance with section 5 of the Esquipulas II Agreements. That aid shall be channeled through neutral organizations.

5. The Government of Nicaragua shall guarantee unrestricted freedom of expression, as provided for in the Esquipulas II Agreement.

6. Once the Nicaraguan Resistance Forces are gathered in the mutually agreed zones, they shall send to the national dialogue as many delegates as there are political organizations within the Resistance, up to a maximum of eight. The national dialogue shall address, among other topics, the issue of military service.

7. A guarantee is hereby given that all persons who have left the country for political or any other reasons, may return to Nicaragua and become part of the political, economic, and social processes with no type of conditions other than those established in the laws of the Republic. They shall not be tried, sanctioned, or prosecuted for any political-military activities in which they might have been involved.

8. The Government of Nicaragua confirms that persons who have been reincorporated into peaceful life may participate under equal conditions and guarantees in elections for the Central American Parliament, and in municipal elections, on the

dates established for them, as well as in national general elections on the dates established in the constitution.

9. For purposes of verifying compliance with this agreement, a verification commission shall be created composed of His Eminence Cardinal Miguel Obando y Bravo, President of the Episcopal Conference of Nicaragua, and His Excellency Ambassador Joao Clemente Baena Soares, Secretary General of the OAS.

Technical assistance and the necessary services for this Commission that would permit and expedite compliance with and follow-up and verification of this Agreement shall be requested from and entrusted to the OAS Secretary General.

Both Parties agree to extend until April 1, 1988, the cessation of offensive military operations that they agreed to on March 21, 1988.

In witness whereof, we, the undersigned, hereby sign this Agreement in four copies, all equally authentic, at Sapoa, Rivas, Nicaragua on March 23, 1988.

For the Government of Nicaragua: General Humberto Ortega Saavedra, Minister of Defense

Hans Jurgen Wischnewski, Adviser; Paul Richler, Adviser

For the Nicaraguan Resistance: Dr. Adolfo Calero Portocarrero, Director; Alfredo Cesar Aguirre, Director; Dr. Aristides Sanchez Herdocia, Director

Cease-fire Commission for the Nicaraguan Resistance: Jaime Morales Carazo, Chief Negotiator; Roberto Urroz Castillo, Dr.

Fernando Agüero Rocha, Walter Calderon Lopez, Commandante Tono,
Diogenes Hernandez Membreno, Commandante Fernando, Arturo
Salazar Barberena, Commandante Omar, Osorno Coleman,
Commandante Blas, Adm. Ramon Emilio Jimenez, Adviser

Witnesses: , Cardinal Miguel Obando y Bravo, Ambassador Joao
Clemente Baena Soares

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Managua, May 5, 1988

Most Excellent Sir:

It is our pleasure to communicate with you in your capacity of President of the Panamerican Foundation for Development, to express the following.

An agreement was signed between the Government of Nicaragua and the YATAMA indigeneous organization to establish a peace accord in the North Atlantic zone of the country. As a result of this agreement, last April the 30th, "the final cease of fire between military factions" of the Nicaraguan Government and YATAMA was signed which would slowly integrate YATAMA, on a voluntary basis, to society. Other indigeneous factions have joined this peace effort.

To this effect, a small representative group of indigeneous are in Nicaragua working with government authorities preparing the necessary documents and conditions for dissolving the armed forces and repatriation of families and combatant followers now in Honduras. YATAMA combat troupes have been calculated at approximately 1,200 men plus families and followers, making a total of approximately 4,000 persons.

To cover immediate necessities of such a large group of persons, and in line with the signed accord, we have urgently requested humanitarian assistance from the International Committee of the Red Cross, for the YATAMA indigeneous organization, its followers, families and the other indigeneous organizations that have joined this peace effort in order to reincorporate these persons to a peaceful life in Nicaragua.

Excellency
Juan Clemente Baena Soares
President
Panamerican Development Foundation
Washington

Notwithstanding the importance of this humanitarian assistance from the International Red Cross, the need for many more resources to join this peace effort is obvious. For these persons to become self sufficient there will be an initial necessity for farming supplies, construction materials for housing, transportation, medical, and any other basic assistance that will help them to initiate a normal life.

In an effort to establish priorities for the development of this enormous effort, and in agreement with the peace accord, we hereby request your help for the necessary resources and technical assistance to reintegrate our society to a peaceful Nicaragua.

We will appreciate your prompt reply since it is of vital importance to proceed urgently in this peace effort. We remain, very respectfully yours.

BY THE NICARAGUAN GOVERNMENT

Miguel DeEscoto Druckman
Foreign Minister

BY THE INDIGENEOUS ORGANIZATIONS

Francisco Gonzalez G.
Deputy Commanding Chief YATAMA

Uriel Vanegal
Commander in Chief of
Military Indigeneous Forces

Maximo Pantin
YATAMA Regional Commander

Raimundo Hunter
YATAMA Regional Commander

Juan Salgado
Political Chief
Military Indigeneous Forces

MAY - 11 1988 WED 14:20

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TO: URGENTE PARA ED MARASCIULO - PADF
FROM: N. AMBROS - FAX# 27992 - OCEANIC

Managua, 5 de Mayo de 1988

Fot: Ted Mease

Excelentísimo Señor:

Nos es grato dirigirnos a Usted, como Presidente de la Fundación Panamericana para el Desarrollo, en oportunidad de exponerle lo siguiente.

El 2 de Febrero de 1988 fue firmado un acuerdo entre el Gobierno de Nicaragua y la organización indígena YATAMA con el propósito de restablecer la paz en la zona atlántica norte de país. Como resultado de ese acuerdo, el pasado 30 de Abril se firmó "el cese definitivo de acciones militares entre" el Gobierno de Nicaragua y YATAMA, que llevara a la "integración" de la sociedad mediante un proceso pacífico y voluntario de las comunidades de YATAMA. Otras fuerzas indígenas se han venido sumando a este proceso de paz.

Un pequeño grupo de las fuerzas indígenas se encuentran en Nicaragua, trabajando con las autoridades gubernamentales en la preparación de las condiciones para el desalzamiento de todas las fuerzas y la repatriación de los familiares y seguidores de las fuerzas que se encuentran en Honduras. Los combatientes de YATAMA suman aproximadamente un mil doscientos hombres y los familiares y seguidores refugiados unos tres mil, para un total aproximado de cuatro mil personas.

Para cubrir las necesidades inmediatas de tantas personas, en atención a la urgencia de proceder a cumplir con los acuerdos firmados, se ha hecho solicitud formal al Comité Internacional de la Cruz Roja para que suministre a los combatientes, familiares y seguidores de la organización indígena YATAMA y a las otras fuerzas indígenas acogidas al proceso de paz, la asistencia humanitaria requerida durante todo el proceso de desalzamiento y reincorporación a la vida pacífica de Nicaragua.

AL EXCELENTÍSIMO SEÑOR
JUAN CLEMENTE BAENA SOARES
PRESIDENTE DE LA FUNDACION PANAMERICANA
PARA EL DESARROLLO
WASHINGTON.

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MAY - 1 1988 WED 14:19

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No obstante la importancia de la asistencia que brindará el OICR, hacen falta otros muchos recursos para cumplir necesidades básicas de los nicaragüenses, como son el suministro de alimentos, materiales agrícolas, materiales de construcción de viviendas, medios de transporte y otras necesidades básicas para que estos nicaragüenses puedan reiniciar una vida normal y procurarse los medios para el sustento familiar.

En un esfuerzo para... (text is mirrored and partially illegible) ... la asistencia técnica y los recursos a que nos hemos referido en el párrafo anterior, con lo cual...

Agradeciendo una respuesta urgente, dada la necesidad de proceder rápidamente en este esfuerzo por la paz de Nicaragua, reciba las muestras de nuestra consideración y estima.

POR EL GOBIERNO DE NICARAGUA

FOR LAS ORGANIZACIONES INDIGENAS

MIGUEL D'EBERTO DRUCKMAN
MINISTRO DEL EXTERIOR

FRANCISCO GONZALEZ G.
SEGUNDO JEFE DE ESTADO MAYOR
DE YATAMA

COMANDANTE
URIEL VANEZAS
JEFE DE LAS MILICIAS INDIGENAS

MAXIMO FANTIN
COMANDANTE REGIONAL DE YATAMA

RAINUNDO HUNTER
COMANDANTE REGIONAL DE YATAMA

JUAN SALGADO
JEFE POLITICO DE LAS
MILICIAS INDIGENAS

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Joint Declaration at El Tesoro, El Salvador, February 14, 1989

The Presidents of El Salvador, Guatemala, Honduras, Nicaragua, and Costa Rica, meeting in the province of La Paz in the Republic of El Salvador on February 13 and 14, 1989, analyzed the status of the Central American peace process and adopted decisions necessary for its effective observance based on the understanding that the commitments assumed under Esquipulas II and Alajuela Declaration constitute a harmonious and indivisible whole.

The Presidents of Costa Rica, El Salvador, Guatemala and Honduras were informed of the willingness expressed by the constitutional President of Nicaragua, Daniel Ortega Saavedra, to establish a process of democratization and national reconciliation in his country, within the framework of the Esquipulas II Accords and in keeping with the following actions, among others:

Once reforms have been made in electoral legislation and in laws regulating the expression of ideas, information, and the structure of public opinion in such a way as to guarantee political organization and action in the broadest sense for political parties, an initial four-month period for the preparation, organization, and mobilization of the parties will be opened. Immediately following the expiration of that period, a new six-month period of political activity will begin, at the end of which elections for President, Vice President, and representatives to the National Assembly, municipalities, and the Central American Parliament will be held. Elections shall take place no later than February 25, 1990, unless the Government and opposition political parties mutually agree that they should be held on another date.

The Government of Nicaragua will form a Supreme Electoral Council with a balanced participation of representatives from the opposition political parties. In this respect, the Presidents call on the Nicaraguan political parties to participate in the electoral process.

International observers, especially delegates of the Secretaries General of the United Nations and the Organization of American States, will be invited to be present in all the electoral districts during the two aforementioned stages in order to certify the integrity of the process.

The Government of Nicaragua will guarantee the free functioning of the communications media by reviewing and modifying the law on the media. Furthermore, it will guarantee equal access in terms of broadcasting schedules and air time on the state television and radio stations for all parties. The Government of Nicaragua will authorize all communications media to supply themselves from within the country or abroad, at their convenience, with all materials, instruments, and equipment necessary to fully perform their functions.

In accordance with the proposal by the President of Nicaragua, and at the initiative of the President of Honduras, the Central American Presidents undertake to formulate, within a period of no more than 90 days, a joint plan for the voluntary demobilization, repatriation, or relocation in Nicaragua and in third countries of Nicaraguan Resistance members and their families. For that purpose the Presidents will request technical assistance from specialized agencies of the United Nations.

In order to contribute to the creation of conditions for the voluntary demobilization, relocation, or repatriation of Nicaraguans who have been involved in direct or indirect armed activities and who are in Honduran territory, the Government of Nicaragua has decided to proceed with the release of prisoners, in keeping with the classification made by the Inter-American Commission on Human Rights.

Said plan will also contemplate assistance for the demobilization of all those persons who were or are involved in armed actions in countries of the region, when they voluntarily request it.

In order to comply with the commitments on verification of security, the Executive Committee is hereby charged with the task of immediately initiating technical meetings to establish the most appropriate and efficient mechanisms for verification, in accordance with the talks held in New York with the Secretary General of the United Nations.

The Presidents reaffirmed the authority of the National Reconciliation Commissions to continue with the specific functions of verification in the areas outlined by the Guatemala procedure and the Alajuela Declaration. These commissions should periodically inform the Executive Committee of the results of their work.

The Central American Presidents reiterated as firmly as possible the request contained in item 5 of the Esquipulas II Accord that regional and extra-regional governments which either openly or covertly supply aid to irregular forces or insurrectional movements in the area immediately halt such aid, with the exception of the humanitarian aid that contributes to the goals of this document.

The Presidents urge all sectors, especially in the insurrectional movements and irregular forces operating in the region, to join the constitutional political process in each country. In this spirit, the Presidents appeal to all sectors in El Salvador to participate in the next elections.

The Presidents reiterated the importance of the Central American Parliament as a forum where all peoples of the region, by means of free and direct elections of representatives, will discuss and draft appropriate recommendations regarding the political, economic, social, and cultural problems of Central America.

The Presidents issued an urgent appeal to the international community to support the process of socioeconomic recovery in the Central American nations, both in the short and medium term, given the seriousness of the foreign debt problem and the necessity for recovery of the levels of intra-regional trade as the fundamental factor for strengthening the process of integration. Most particularly, the Presidents requested the support of the European Community in the implementation of a program of restructuring, reactivating and strengthening of the process of economic integration on the Central American isthmus, which was officially presented in Guatemala this past January. Similarly they received with hearty approval the report by the International Commission for Central American Recovery and Development, which is a significant contribution to the consolidation of democracy and the creation of a system of social and economic well-being and justice in the region.

The Presidents remain primarily committed to seeking directly negotiated solutions to overcoming the conflicts that have arisen due to the Central American crisis.

The Presidents agreed to create a Central American Commission on the Environment and Development as a regional mechanism of cooperation to achieve the optimal and rational use of

natural resources in the area, control pollution, and reestablish the ecological balance. The Executive Committee, at its next meeting, will appoint and immediately convene the aforementioned commission so that it may draft an agreement to regulate its character and functions.

Moreover, the Presidents extended their firm support to the International Conference on Central American Refugees to be held in Guatemala in May of this year. This conference will contribute positively to the search for solutions to the flow of refugees and

displaced persons affected by the crisis in the region.

The Presidents agreed to promote a Regional Cooperation Accord for the elimination of illegal drug trafficking. To that end, the Executive Committee will draft an accord to be delivered to the governments concerned.

Similarly, the Presidents expressed the intention of their governments to support the initiative favoring the drafting of a convention on the rights of children within the context of the United Nations.

The Presidents agreed to meet in the Republic of Honduras, on a date to be determined subsequently.

The Presidents of Guatemala, Honduras, Nicaragua, and Costa Rica thank the people and Government of El Salvador, and most especially its President, Jose Napoleon Duarte, for the hospitality which provided the appropriate setting for this meeting. ■

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INCOMING TELEGRAM

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ACTION IAF-07

PRESIDENTS OF GUATEMALA, EL SALVADOR, AND COSTA RICA ORALLY SUPPORT.

INFO FILE-01 ARA-06 DAS-01 PPA-01 CCEN-01 REG-01 ES-01 CT-02 CS-02 HO-01 MU-05 SEC-01 LARA-01 /001 A2 TE

INFO LOG-02 ARA-02 SSO-02 PH-10 PA-02 IAF-02 SP-02 /001 V

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UNCLAS 658

SERIAL: PA080000389

SUBJ: TAKE 1 OF 2--TEXT OF TELA DECLARATION

REF: PA070233385 FYI ON TELA DOCUMENTS (2)

SOURCE: TEGUCIGALPA DOMESTIC SERVICE IN SPANISH 2226 GMT 7 AUG 89
TEXT:

// ((TELA DECLARATION* SIGNED BY COSTA RICAN PRESIDENT OSCAR ARIAS, HONDURAN PRESIDENT JOSE AZCONA HOYO, GUATEMALAN PRESIDENT VINICIO CEREZO, NICARAGUAN PRESIDENT DANIEL ORTEGA, AND SALVADORAN PRESIDENT ALFREDO CRISTIANI IN TELA, HONDURAS ON 7 AUGUST 1989; READ BY HONDURAN PRESIDENT JOSE AZCONA -- LIVE))

((TEXT)) THE CENTRAL AMERICAN PRESIDENTS, MEETING AT THE PORT CITY OF TELA, REPUBLIC OF HONDURAS, ON 5, 6, AND 7 AUGUST 1989, BEARING IN MIND AND RECOGNIZING THE IMPORTANT WORK DONE BY THE EXECUTIVE COMMISSION DURING ITS 9TH MEETING AND BY THE TECHNICAL WORKING GROUP, WHOSE EFFORTS HAVE MADE IT POSSIBLE TO HOLD THIS MEETING;

CONSIDERING:

THAT IT IS NECESSARY TO FULFILL THE STEPS AGREED TO IN THE ESCUPULAS II AGREEMENT TO ACHIEVE A FIRM AND LASTING PEACE, AND TO EFFECT COMPLIANCE WITH THE COMMITMENTS UNDERTAKEN BY THE PRESIDENTS IN THE DECLARATIONS AND AGREEMENTS THAT HAVE SUCCESSIVELY BEEN HELD IN ALAJUELA AND COSTA DEL SOL, AGREE:

1. TO REITERATE THEIR DETERMINATION TO PROMOTE ANY AND ALL ACTIONS AIMED AT FULFILLING POINTS 5 AND 6 OF THE ESCUPULAS AGREEMENT IN ORDER TO PREVENT THEIR OWN TERRITORIES FROM BEING USED TO DESTABILIZE THE GOVERNMENTS OF THE CENTRAL AMERICAN COUNTRIES. IN THIS REGARD, THEY HAVE SIGNED THE DOCUMENT CALLED JOINT PLAN FOR VOLUNTARY DEMOBILIZATION, REPATRIATION OR RELOCATION (PLAN CONJUNTO PARA LA DESMOBILIZACION, REPATRIACION, O REUBICACION VOLUNTARIAS) IN NICARAGUA ON THIRD COUNTRIES OF THE MEMBERS OF THE NICARAGUAN RESISTANCE (RIN) AND THEIR RELATIVES AS WELL AS ON ASSISTANCE FOR DEMOBILIZATION OF ANY AND ALL PERSONS INVOLVED IN ARMED ACTIONS IN COUNTRIES IN THE REGION WHEN THEY VOLUNTARILY SO REQUEST.

2. TO PROMOTE A CONCRETED SOLUTION TO ANY DISAGREEMENTS WHICH MAY DIRECTLY ARISE AMONG THE VARIOUS CENTRAL AMERICAN COUNTRIES, FOR WHICH REASON SUPPORT WAS GIVEN TO THE AGREEMENT BETWEEN HONDURAS AND NICARAGUA REGARDING THE LAWSUIT AT THE HAGUE COURT, WHICH THE

3. TO REITERATE THEIR APPEAL TO THE ARMED GROUPS IN THE REGION, MOST PARTICULARLY TO THE FMLN (FRENTE FUERTE MARXISTA-LLENINISTA NACIONAL LIBERACION FRONT -- FEIS), WHICH STILL INSIST ON RESORTING TO FORCE, TO DESIST FROM SUCH ACTIONS. FOR THIS PURPOSE, CHAPTER 3 ON ASSISTANCE FOR VOLUNTARY DEMOBILIZATION OF THE FMLN MEMBERS WAS APPROVED. IN IT, A VENERABLE APPEAL IS MADE TO THE FMLN TO AGREE TO AN IMMEDIATE AND EFFECTIVE CEASE-FIRE IN ORDER TO CARRY OUT A DIALOGUE THAT WILL LEAD THE FMLN MEMBERS TO FORSAKE THE ARMED STRUGGLE AND TO JOIN INSTITUTIONAL AND DEMOCRATIC LIFE.

4. THE PRESIDENTS ACKNOWLEDGE THE EFFORTS OF THE GUATEMALAN GOVERNMENT TO STRENGTHEN ITS PROCESS OF NATIONAL RECONCILIATION THROUGH A BROAD AND PERMANENT DIALOGUE, IN WHICH THE NATIONAL RECONCILIATION COMMISSION IS PLAYING A KEY ROLE. LIKEWISE, THEY EXPRESS THEIR HOPE THAT THE DEMOCRATIC, PLURALISTIC, AND PARTICIPATORY PROCESS WILL BE CONSOLIDATED THROUGH THIS DIALOGUE IN ACCORDANCE WITH SECTION 1 OF THE ESCUPULAS PROCEDURE AND DOMESTIC LEGISLATION, WHICH REITERATES THE APPEAL TO THE ARMED GROUPS TO STOP ACTIVITIES WHICH ARE AT ODDS WITH THE SPIRIT OF THIS AGREEMENT AND TO JOIN POLITICAL AND INSTITUTIONAL LIFE THROUGH THE PROCESS OF NATIONAL RECONCILIATION.

5. TO ASK THE UNITED NATIONS TO ADOPT THE NECESSARY MEASURES TO SET INTO MOTION THE VERIFICATION MECHANISM IN MATTERS OF SECURITY, BECAUSE HONDURAS AND NICARAGUA HAVE REACHED AN AGREEMENT, INCLUDING THE LIFTING BY HONDURAS OF THE RESERVATION ON THE LAUNCHING OF THE PLAN AND THE REITERATION OF HONDURAS' REQUEST THAT AN INTERNATIONAL PEACEKEEPING FORCE BE SENT TO HONDURAS TERRITORY.

6. TO REITERATE THE EXECUTIVE COMMISSION'S APPEAL DURING ITS 9TH MISSION TO THE CENTRAL AMERICAN COMMISSION ON ENVIRONMENT AND DEVELOPMENT (COMISION CENTROAMERICANA DE AMBIENTE Y DESARROLLO -- FEIS) TO HOLD ITS FIRST MEETING IN GUATEMALA CITY ON 30 AND 31 AUGUST 1989 IN ORDER FOR IT TO BEGIN DRAWING UP THE DRAFT AGREEMENT TO REGULATE ITS NATURE AND FUNCTIONS.

7. TO REASSERT THE IMPORTANCE OF THE CENTRAL AMERICAN PARLIAMENT'S IMPORTANCE AS A FORUM AT WHICH THE PEOPLES OF THE AREA WILL DISCUSS AND MAKE RECOMMENDATIONS REGARDING CENTRAL AMERICA'S POLITICAL, ECONOMIC, SOCIAL, AND CULTURAL PROBLEMS. THEREFORE, IT IS IMPERATIVE THAT ITS ORGANIZATIONAL CHARTER ENTER INTO FORCE AS SOON AS POSSIBLE.

(MORE) 072226 ELN/LEHMAN/CC RL1AD706.06E 05/0007Z AUG

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PAGE 01 060017Z
ACTION INR-07

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INFO FILE-01 ARA-05 OAS-21 FPA-01 DEEN-01 FEG-01 ES-01 GT-02
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UNCLAS 6EB

SERIAL: PAB0600013E3

COUNTRY: HONDURAS
SUBJ: TAKE 2 OF 2 -- TEXT OF TELA DECLARATION

REF: PAB0600005E3 TEGUCIGALPA DOMESTIC SERVICE SPANISH
072234///SOON AS POSSIBLE.

TEXT:

((TEXT)) 8. TO STRONGLY CONDEMN THE TRAFFICKING (WORDS
INDISTINCT), WITH THE CENTRAL AMERICAN PRESIDENTS PLEDGING TO
PROMULGATE LAWS AND ADOPT DRASTIC MEASURES TO PREVENT OUR COUNTRIES
FROM BECOMING BASES FOR DRUG TRAFFICKERS. TO ACCOMPLISH THESE
OBJECTIVES, NATIONAL AND INTERNATIONAL COOPERATION WILL BE SOUGHT,
AGREEMENTS WILL BE SIGNED WITH NATIONS AFFECTED BY THE ILLEGAL DRUG
TRADE, AND ACTION WILL BE TAKEN TO EFFICIENTLY CONTROL DRUG
TRAFFICKING.

9. THE CENTRAL AMERICAN PRESIDENTS AGREED TO DELEGATE TO THE
EXECUTIVE COMMISSION THE TASK OF DISCUSSING AND APPROVING THE
DOCUMENT ON POLITICAL VERIFICATION, WHICH WILL BE RATIFIED BY THE
PRESIDENTS AT THEIR NEXT MEETING, AT THE LATEST.

ON THE ESCUPULAS II PEACE PLAN'S SECOND ANNIVERSARY, THE
PRESIDENTS OF COSTA RICA, EL SALVADOR, GUATEMALA, HONDURAS, AND
NICARAGUA REITERATE THEIR FIRM RESOLVE TO FULLY COMPLY WITH ALL THE
PLEDGES AND AGREEMENTS STIPULATED IN THE GUATEMALA PROCEDURE, AND THE
ALAJUELA AND COSTA DEL SOL DECLARATIONS, ESPECIALLY THOSE AGREEMENTS
THAT CONCERN STRENGTHENING THE NATIONAL RECONCILIATION PROCESSES, AND
THE PERFECTING OF THE DEMOCRATIC PROCESSES, FOR WHICH STRICT
COMPLIANCE WITH THE AGREEMENTS REACHED IS FUNDAMENTAL.

THE CENTRAL AMERICAN PRESIDENTS HAVE AGREED TO MEET BEFORE YEAR'S
END IN THE REPUBLIC OF NICARAGUA.

THE CENTRAL AMERICAN PRESIDENTS THANK THE HONDURAN GOVERNMENT,
THE HONDURAN PEOPLE, AND ESPECIALLY PRESIDENT JOSE AZEONA ROYO FOR
THEIR HOSPITALITY.

((DATED)) 7 AUGUST 1989, TELA, HONDURAS

((END)) 072234 CR/VASTRACH/CO 1614070E.10E 06/0011Z AUG

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*8/8 - start
9/8 - Create CIAV
12/8 - RN accepts
the plan
after due*

UNCLAS 68B

SERIAL: PA030602568

COUNTRY: INTER-AMERICAN

SUBJ: TAKE 2 OF 5 -- TEXT OF FIRST ANNEX

REF: PA2706223589 TEGUCIGALPA DOMESTIC SPANISH
072152//VOLUNTARILY REQUEST IT.

TEXT:

((TEXT)) CHAPTER I OF THE VOLUNTARY DEMOBILIZATION, REPATRIATION,
OR RELOCATION (DESMOBILIZACION, REPATRIACION, O REUBICACION
VOLUNTARIAS - FBIS) IN NICARAGUA OR THIRD COUNTRIES OF THE MEMBERS
OF THE RN AND THEIR FAMILIES.

INTRODUCTION:

THIS CHAPTER EXPANDS ON THE AGREEMENTS SIGNED BY THE PRESIDENTS
AND ALSO TAKES INTO CONSIDERATION THE FOLLOWING:

1. THE REPORT ISSUED BY THE CAS SECRETARY GENERAL.
2. THE NATIONAL POLITICAL AGREEMENT BETWEEN THE NICARAGUAN
GOVERNMENT AND THE 21 NICARAGUAN POLITICAL PARTIES IN WHICH, AFTER
ACHIEVING IMPORTANT POLITICAL PROGRESS IN THE DEMOCRATIC PROCESS,
THEY CALLED ON THE CENTRAL AMERICAN PRESIDENTS TO APPROVE A PLAN FOR
VOLUNTARY DEMOBILIZATION, REPATRIATION, OR RELOCATION.

THIS CHAPTER DEFINES THE MECHANISMS AND PROCEDURES TO BE FOLLOWED
FOR THE VOLUNTARY DEMOBILIZATION, REPATRIATION, OR RELOCATION OF THE
MEMBERS OF THE RN AND ESTABLISHES THE MATERIAL CONDITIONS AND SAFETY
THAT MUST BE PROVIDED TO ALL THE PERSONS COVERED BY THIS PLAN, WHICH
WILL BE IMPLEMENTED WITH THE HELP OF INTERNATIONAL ORGANIZATIONS.
THIS PLAN ALSO APPLIES TO THE VOLUNTARY REPATRIATION OR RELOCATION OF
THE FAMILIES OF THE MEMBERS OF THE RN AND NICARAGUAN REFUGEES.

IN ACCORDANCE WITH THE ESCUAPULAS PROCEDURES AND THE COSTA DEL SOL
DECLARATION, THE NICARAGUAN GOVERNMENT HAS EXPRESSED ITS WILLINGNESS
TO STRENGTHEN ITS NATIONAL RECONCILIATION AND DEMOCRATIZATION
PROCESSES, THUS CONTRIBUTING TO ENCOURAGING THE RN TO ACCEPT THE
VOLUNTARY REPATRIATION. THEREFORE, THE NICARAGUAN GOVERNMENT HAS
DECIDED TO SIGN THIS PLAN AIMED AT ACHIEVING THE REPATRIATION OF A
MAJORITY OF THE MEMBERS OF THE RN, THE ONLY EXCEPTION BEING THOSE WHO
CHOOSE TO BE RELOCATED IN THIRD COUNTRIES.

THE FIVE CENTRAL AMERICAN GOVERNMENTS HAVE REITERATED THEIR
COMMITMENT TO PREVENT PERSONS, ORGANIZATIONS OR GROUPS FROM USING
THEIR TERRITORY TO DESTABILIZE OTHER STATES AND TO STOP ALL TYPES OF
AID TO ARMED GROUPS, WITH THE EXCEPTION OF HUMANITARIAN AID THAT WILL

BE USED FOR THE PURPOSES DEFINED BY THE PRESIDENTS IN THIS PLAN.
MECHANISMS:

1. THE INTERNATIONAL SUPPORT AND VERIFICATION COMMISSION, AS OF
TODAY TO BE KNOWN AS THE CIAV, WILL BE CREATED TO IMPLEMENT AND
FULFILL THE PLAN. THE UN AND CAS SECRETARIES GENERAL WILL BE INVITED
TO PARTICIPATE IN THE COMMISSION. THEY MAY PARTICIPATE THROUGH THEIR
REPRESENTATIVES.
2. THE CIAV MUST BE CREATED WITHIN 30 DAYS OF THE SIGNING OF
THIS AGREEMENT. THE FIVE CENTRAL AMERICAN PRESIDENTS HEREBY URGE THE
RN TO STATE ITS ACCEPTANCE OF THIS PLAN WITHIN 90 DAYS AFTER THE
CREATION OF THE CIAV. DURING THOSE 90 DAYS THE NICARAGUAN GOVERNMENT
AND THE CIAV WILL HOLD DIRECT MEETINGS WITH THE RN TO PROMOTE THEIR
RETURN TO NICARAGUA AND JOIN THE POLITICAL PROCESS. AFTER THE PLAN
HAS BEEN FULFILLED, THE CIAV WILL ISSUE A REPORT TO BE PRESENTED TO
THE CENTRAL AMERICAN PRESIDENTS.
3. THE CIAV WILL BE RESPONSIBLE FOR ALL ACTIVITIES THAT WILL MAKE
THE VOLUNTARY DEMOBILIZATION, RELOCATION, OR REPATRIATION POSSIBLE.
THE CIAV WILL ALSO BE RESPONSIBLE FOR WELCOMING AND SETTLING THOSE
WHO REPATRIATED. THE COMMISSION WILL ALSO ENSURE THAT THE CONDITIONS
ARE ADEQUATE FOR THE REPATRIATED PERSONS TO JOIN CIVILIAN LIFE AND TO
CARRY OUT FOLLOW-UP AND CONTROL ACTIVITIES DEMANDED BY THE PROCESS.
4. THE CIAV WILL CARRY OUT ITS ACTIVITIES WITH THE HELP OF THE
CENTRAL AMERICAN GOVERNMENTS AND WILL SEEK THE SUPPORT OF SPECIALIZED
ORGANIZATIONS WITH EXPERIENCE IN THE REGION AND OTHER ORGANIZATIONS
AS THEY MAY BE NECESSARY. SAID ORGANIZATIONS WILL BE OFFICIALLY
INVITED BY THE GOVERNMENTS, AND AMONG THEIR OBJECTIVES WILL BE TO
FACILITATE THE IMPLEMENTATION OF THE PLAN, ENSURE THAT THE HUMAN
RIGHTS OF THE REPATRIATED ARE BEING RESPECTED, AND THAT THEY ARE
EARNING AN ADEQUATE INCOME.

(MORE) 072152 NMB/LEHMAN/H5 RL1A0708.07E 02/0024Z AUG

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SURRENDER OF WEAPONS, EQUIPMENT, AND WAR MATERIAL BY THE MEMBERS OF
THE FM. THIS MATERIAL WILL REMAIN IN THE COMMISSION'S CUSTODY WHILE
THE FIVE PRESIDENTS DECIDE ON THE WHAT WILL BE DONE WITH IT.

(MORE) 072152 HME/LEHMAN/HS RL1A0705.0EE 03/0035Z AUG

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UNCLAS 666

SERIAL: PA060003589

COUNTRY: INTER-AMERICAN
SUBJ: TAKE 3 OF 5 -- TEXT OF FIRST ANNEX

REF: PA0700223569 TEGUCIGALPA DOMESTIC SPANISH 072152///AN
ADEQUATE INCOME.

TEXT:

(TEXT) 5. ONCE THE CIAV HAS BEEN CREATED IT WILL IMMEDIATELY
BEGIN TO:

A. HOLD THE NECESSARY MEETINGS WITH THE NICARAGUAN GOVERNMENT
AUTHORITIES, THE OTHER CENTRAL AMERICAN GOVERNMENTS, THE RN, AND
HUMANITARIAN ORGANIZATIONS IN AN ATTEMPT TO FACILITATE THE
IMPLEMENTATION OF THE PLAN.

B. VISIT THE RN AND REFUGEE CAMPS TO:

1. EXPLAIN THE EXTENT AND BENEFITS OF THE PLAN.
2. LEARN OF THE EXISTING HUMAN AND MATERIAL RESOURCES.
3. ORGANIZE DISTRIBUTION OF HUMANITARIAN AID.
4. ASSUME RESPONSIBILITY, AS MUCH AS POSSIBLE, FOR THE

DISTRIBUTION OF FOOD, MEDICAL ATTENTION, CLOTHES, AND OTHER BASIC
NEEDS AT THE RN CAMPS -- THIS WILL BE DONE THROUGH THE SUPPORT
ORGANIZATION -- AND CARRY OUT EFFORTS FOR SETTLING IN THIRD COUNTRIES
THOSE WHO DO NOT WISH TO BE REPATRIATED AND OFFER THEM THE NECESSARY
HELP.

6. THE CIAV WILL ISSUE CERTIFICATES TO EVERY NICARAGUAN CITIZEN
WHO ACCEPTS THE PLAN AND WILL IMPLEMENT THE VOLUNTARY REPATRIATION
PLAN FOR THOSE WHO WISH TO RETURN TO NICARAGUA. THE DEPARTURE AND
ENTRY POINTS WILL BE THROUGH THE BORDER POSTS MUTUALLY AGREED ON BY
THE GOVERNMENTS. AT THESE BORDER POSTS THE NICARAGUAN GOVERNMENT, IN
THE PRESENCE OF CIAV REPRESENTATIVES, WILL ISSUE THE NECESSARY
DOCUMENTS GUARANTEEING THE RIGHTS OF THE PERSON. AT THE SAME TIME,
RELOCATION IN THIRD COUNTRIES FOR THOSE WHO DO NOT WISH TO BE
REPATRIATED WILL BEGIN. IN THESE CASES, THE NICARAGUAN GOVERNMENT,
WITH THE HELP OF THE CIAV, WILL ISSUE PASSPORTS TO ALL WHO MAY
REQUEST THEM. THE FIVE PRESIDENTS URGE THE INTERNATIONAL COMMUNITY
TO OFFER FINANCIAL SUPPORT FOR THIS DEMOBILIZATION PLAN.

PROCEDURES:

7. AS OF ITS CREATION, AND IN FULFILLMENT OF THE PLAN FOR THE
VOLUNTARY DEMOBILIZATION, REPATRIATION, OR RELOCATION IN NICARAGUA
AND THIRD COUNTRIES, THE CIAV WILL ESTABLISH THE PROCEDURES FOR THE

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AMEMBASSY TEGUCIGALPA
USARSO COROZAL PH
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SERIAL: PAGE02004469

COUNTRY: INTER-AMERICAN

SUBJ: TAKE 4 OF 5 -- TEXT OF FIRST ANNEX.

REF: PA070223569 TEGUCIGALPA DOMESTIC SPANISH 072152///DONE WITH
IT.

TEXT:

(TEXT) 8. THE CIAV WILL VERIFY THE DISMANTLING OF CAMPS LEFT
BEHIND BY THE NICARAGUAN RESISTANCE AND REFUGEES.

9. THOSE REPATRIATED -- CIRCUMSTANCES PERMITTING -- WILL BE
DIRECTLY ESCORTED BY THE CIAV TO THE SITE OF THEIR DEFINITIVE
RESETTLEMENT THAT WILL BE -- AS MUCH AS POSSIBLE -- THEIR PLACE OF
ORIGIN OR A PLACE CHOSEN BY CONSENSUS BY THE NICARAGUAN GOVERNMENT
AND THE CIAV.

TO IMPLEMENT THIS, TEMPORARY RESIDENCE AREAS CAN BE ESTABLISHED IN
NICARAGUA UNDER CIAV CONTROL AND SUPERVISION WHILE A PERMANENT SITE
IS CHOSEN. LAND WILL BE DISTRIBUTED AMONG, AND ECONOMIC AND
TECHNICAL AID WILL BE PROVIDED TO, THOSE REPATRIATED WHO WISH TO
BECOME INVOLVED IN AGRICULTURE. THIS WILL DEPEND ON THE
POSSIBILITIES OF THE NICARAGUAN GOVERNMENT, THE EXPERIENCE OF
SPECIALIZED INTERNATIONAL ORGANIZATIONS, AND THE AMOUNT OF FUNDS
OBTAINED FOR THIS PURPOSE.

10. THE CIAV WILL ESTABLISH -- WITH THE HELP OF THE NICARAGUAN
GOVERNMENT -- RECEPTION CENTERS THAT WILL BE ABLE TO PROVIDE BASIC
SERVICES, FIRST AID, FAMILY COUNSELLING, ECONOMIC AID, TRANSPORTATION
FOR THE SETTLEMENT AREAS, AND OTHER SOCIAL SERVICES.

11. TO ENSURE THE NECESSARY GUARANTEES TO THOSE REPATRIATED, THE
CIAV WILL ESTABLISH -- FROM THE VERY BEGINNING OF THE PROGRAM --
FOLLOW-UP OFFICES TO ALLOW PEOPLE TO VOICE -- WHEN THEY NEED TO DO SO
-- COMPLAINTS OF POSSIBLE FAILURES TO COMPLY WITH GUARANTEES
ORIGINALLY OFFERED FOR THEIR REPATRIATION. THESE OFFICES WILL
OPERATE AS LONG AS THE CIAV -- IN CONSULTATION WITH THE CENTRAL
AMERICAN GOVERNMENTS -- DEEM IT NECESSARY. PERSONNEL FROM THESE
OFFICES WILL PERIODICALLY VISIT THOSE REPATRIATED TO VERIFY
FULFILLMENT OF THE GUARANTEES OFFERED AND DRAFT REPORTS ON COMPLIANCE
WITH THIS PLAN. THE CIAV WILL FORWARD THESE REPORTS TO THE FIVE
CENTRAL AMERICAN PRESIDENTS.

12. SITUATIONS NOT FORESEEN IN THIS CHAPTER WILL BE RESOLVED BY THE
CIAV IN CONSULTATION WITH THE CENTRAL AMERICAN GOVERNMENTS AND THE

INSTITUTIONS OR PERSONS INVOLVED.

CHAPTER II: ON ASSISTANCE FOR THE DEMOBILIZATION OF ALL THOSE
PEOPLE INVOLVED IN ARMED ACTIONS IN COUNTRIES OF THE REGION WHEN THEY
VOLUNTARILY REQUEST IT.

THE TOPIC (OBJECTIVE) OF THIS CHAPTER IS ASSISTANCE FOR THE
DEMOBILIZATION OF ALL THOSE PEOPLE INVOLVED IN ARMED ACTIONS IN
COUNTRIES OF THE REGION WHEN THEY VOLUNTARILY REQUEST IT.

THE DEMOBILIZATION OF THESE PEOPLE MUST BE IMPLEMENTED IN KEEPING
WITH PROCEDURES SPECIFIED IN RESOLUTIONS II AND THE LEGISLATION AND
LOCAL ORGANIZATIONS (INSTANCIAS) OF THE AFFECTED COUNTRY. TO
GUARANTEE THIS ASSISTANCE, THE CIAV CAN BE OFFICIALLY INVITED BY
CENTRAL AMERICAN GOVERNMENTS TO DO SO.

CHAPTER III: ON ASSISTANCE FOR THE VOLUNTARY DEMOBILIZATION
(DESMOBILIZACION VOLUNTARIA) OF THE MEMBERS OF THE FARABUNDO MARTI
NATIONAL LIBERATION FRONT, FMLN, IN KEEPING WITH GUIDELINES SPECIFIED
IN THE GUATEMALA PROCEDURE (PROCEDIMIENTO) AND THE ALAJUELA AND
COSTA DEL SOL DECLARATIONS.

TO CONTRIBUTE TOWARD ENDING ARMED ACTIONS IN THE REPUBLIC OF EL
SALVADOR, THE GOVERNMENTS OF COSTA RICA, GUATEMALA, NICARAGUA, AND
NICARAGUA REAFFIRM THEIR FIRM CONVICTION ON THE NEED TO IMMEDIATELY
AND EFFECTIVELY END HOSTILITIES IN THAT FRATERNAL COUNTRY.

THEREFORE, THEY VEHEMENTLY URGE THE FMLN TO HOLD A CONSTRUCTIVE
DIALOGUE TO ACHIEVE A JUST AND LASTING PEACE. THE GOVERNMENTS
MENTIONED HERE ALSO URGE THE SALVADORAN GOVERNMENT TO IMPLEMENT --
WITH FULL GUARANTEES AND IN KEEPING WITH POINT 2 OF THE GUATEMALA
PROCEDURE (PROCEDIMIENTO) -- THE INCORPORATION OF FMLN MEMBERS TO
PEACEFUL LIFE.

THE SALVADORAN GOVERNMENT REAFFIRMS ITS UNRESTRICTED RESPECT OF
ITS COMMITMENTS TO ACHIEVE NATIONAL RECONCILIATION AND CONTINUE
STRENGTHENING THE PLURALIST, PARTICIPATIVE, AND REPRESENTATIVE
DEMOCRATIZATION PROCESS THAT IS ALREADY UNDER WAY THROUGH WHICH
SOCIAL JUSTICE AND FULL RESPECT FOR ALL HUMAN RIGHTS AND THE BASIC
FREEDOMS OF THE SALVADORANS ARE PROMOTED.

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TEXT:

(TEXT) ONCE IT IS AGREED THAT THE FMLN WILL FORSAKE THE ARMED STRUGGLE AND RETURN TO INSTITUTIONAL AND DEMOCRATIC LIFE THROUGH DIALOGUE, STEPS WILL BE TAKEN TO DEMOBILIZE THE MEMBERS OF THE FMLN USING, TO THIS EFFECT, THE PROCEDURE ESTABLISHED IN CHAPTER I OF THIS PLAN INSOFAR AS IT IS APPLICABLE AND WITH ANY MODIFICATIONS REQUIRED IN THIS CASE IN ORDER TO FACILITATE ITS IMPLEMENTATION.

THE FOREGOING NOTWITHSTANDING, ANY FMLN MEMBERS WHO AT ANY TIME VOLUNTARILY DECIDE TO LAY DOWN ARMS AND TO JOIN EL SALVADOR'S POLITICAL AND CIVILIAN LIFE MAY ALSO ENJOY THE BENEFITS OF THIS PLAN. TO THIS EFFECT, THE SALVADORAN GOVERNMENT -- THROUGH CIAV AND RELEVANT NATIONAL AND INTERNATIONAL ORGANIZATIONS -- WILL URGE THESE PERSONS TO APPLY FOR AND RECEIVE THE BENEFITS HEREIN ESTABLISHED, USING ALL SUITABLE MEANS AVAILABLE TO DO SO.

AGREED TO AND SIGNED AT THE PORT CITY OF TELA, REPUBLIC OF HONDURAS, ON 7 AUGUST 1989.

(SIGNED) OSCAR ARIAS SANCHEZ, PRESIDENT, REPUBLIC OF COSTA RICA; ALFREDO CRISTIANI, PRESIDENT, REPUBLIC OF EL SALVADOR; VINICIO CEREZO AREVALO, PRESIDENT, REPUBLIC OF GUATEMALA; JOSE AZCONA HOYO, PRESIDENT, REPUBLIC OF HONDURAS; DANIEL ORTEGA SAAVEDRA, PRESIDENT, REPUBLIC OF NICARAGUA.

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NOTE FROM THE PRESS

② C. U.

It is with great pleasure that the Nicaraguan Resistance, headed by Cmdte. Ruben, our organization's Dialogue Commission, concurred with delegates of the Nicaraguan Government on important actions. Such agreements represent our democratic ideas, our calling for peace, and our spirit of reconciliation.

The Resistance, an indian peasant insurgency against the imposition of a totalitarian system, was forced by the F.S.L.N. government to substitute their farming instruments for rifles, but their positions were always defensive, and, after each confrontation, always showed a humanitarian fervor toward the prisoners of war and the wounded enemy (the majority of which were manipulated by force). Nevertheless, unable to destroy them militarily, the nine communist commandants wanted to destroy the Resistance politically and diplomatically, but without success. And when it was forced to hold open elections, the Resistance laid down their rifles, and began steering Nicaragua's rural (in particular) and urban communities civically. The result being the February 25, 1990 popular victory.

From the onset, the Resistance certified this Popular Triumph as the first great step for an irreversible democratization process, and the Resistance was determined to support the new government by changing their position from that of civil armed insurgent to being civic and political expected under the new circumstances.

But the enemies of the Nicaraguan people who are the real obstacles of the country's democratization, started a disinformation campaign citing our commandos as the obstacles impeding the effective transfer of the civilian and military power to the new government.

Despite that, the Resistance again takes a step forward, and met with Mrs. Violeta Barrios de Chamorro's representatives, and will proceed toward the demobilization process as of April 20, 1990, and, as a sign of good faith, disarmed the combatants who were located in Honduran territory. But at the same time, due to the constant violation by the Sandinista forces of their own ceasefire announcement, we demand for an international monitoring and by His Eminence, Cardinal Obando, for the observance of the ceasefire and the differentiation of the forces. Each one with its arms within the Nicaraguan territory, some to their quarters and others to security zones.

The new government agreed to request humanitarian support from the friendly governments for our commandos, during their demobilization and reintegration into civilian life. Also consideration toward our injured, widows and orphans who are on a gradual transitional change from Yamales, Honduras, to Nicaragua or other countries.

This accomplished, and with the new democratic government and the armed insurgent's blessing, a mixed commission will be established to follow-up on these agreements in depth.

Our appreciation to the Government of Honduras for their generosity and hospitality toward our wounded combatants, their families, widows and orphans.

Those who chose to be separated from the country where they encouraged hate, are still being rejected by the majority of the Nicaraguans as well as international community.

We hope that this serious contribution for the country's reconstruction, blessed by His Eminence Cardinal Obando, who promised to visit our wounded, widows and orphans in Yamales, will be the major factor toward peace and reconciliation.

The Nicaraguan Resistance's negotiating commission recognizes the election of officials effected on February 25 in Nicaragua, generating freedom, honesty and efficiency, and consenting to the Nicaraguan people's will of establishing a democratization process for the Chamorro-Godoy Reyes districts' UNO candidates.

This great act in our history will allow us to emphatically state that we have decided to initiate the general demobilization process of our forces, starting with those in the Republic of Honduras no later than April 20, 1990. For this we ask for the cooperation and support of international organizations such as ONUCA, CIAV, and His Eminence, Cardinal Miguel Obando y Bravo.

Simultaneously, the military confrontations in Nicaragua should cease immediately, and the following steps should be taken:

- FIRST: An effective ceasefire by both parties verified by international organizations (ONUCA, CIAV) and His Eminence, Cardinal Miguel Obando y Bravo.
- SECOND: Centralization of our armed forces now stationed in the secured zones previously outlined in Nicaraguan territory and guarded by the above mentioned international organizations as also His Eminence Cardinal Miguel Obando y Bravo, in order that the demobilization process can be accomplished in a secured and orderly environment and ensuring that our brothers' tasks can be developed in a normal and expeditious manner.

Similarly, the delegation representing Mrs. Violeta Barrios de Chamorro, the President Elect, states:

- FIRST: that she notes with great pleasure that of this date the Nicaraguan Resistance has decided to demobilize.
- SECOND: that, as an expression of acknowledgement for the Nicaraguan Resistance's patriotic task, the prerequisite to protect the wounded orphans and innocent widows of the aftermath of the civil strife, and the implementation of rehabilitation and readjustment programs for those affected after Mrs. Violeta Barrios de Chamorro assumes power, as well as right to the corresponding monthly pensions.
- THIRD: that a special transition commission formed by members of the incoming Nicaraguan Resistance Government be designated, whose names will be announced in the next fews days, to oversee the compliance of all the agreements.

FOURTH: that the new government presided by Mrs. Violeta Barrios de Chamorro is obligated to exert from the corresponding governments humanitarian assistance for members of the Nicaraguan Resistance, as well as medical infrastructure for the victims of the conflict during the demobilization period.

His Eminence, the Reverend Cardinal Miguel Obando y Bravo, expresses his satisfaction for the patriotic decisions and joins the endorsers to give thanks to God for his assistance in enlightening them.

Tegucigalpa, Honduras
March 23, 1990

Resistencia



Nicaragüense

NOTA DE PRENSA

Con mucha satisfacción, la Resistencia Nicaragüense, encabezada por el jefe de la Comisión de Diálogo de nuestra Organización Cmde. Rubén, llegó a importantes coincidencias con delegados del nuevo gobierno de Nicaragua. Coincidencias que evidencian nuestro pensamiento democrático, nuestra vocación de paz, y nuestro espíritu de reconciliación .

La Resistencia , insurgencia campesina e indígena contra la imposición de un sistema totalitario, se vió forzada por el gobierno del F.S.L.N., a cambiar los instrumentos de labranza por los fusiles, pero su actitud siempre fué defensiva, y despues de cada enfrentamiento, siempre manifestó su espíritu humanitario con prisioneros de guerra y con heridos del enemigo (la mayoría de ellos manipulados a la fuerza). No obstante, al no poder ser derrotada militarmente la dictadura comunista de los 9 comandantes quiso derrotar política y diplomáticamente a la Resistencia, pero tampoco pudo. Y cuando se vió forzada a tener aperturas electorales, la Resistencia cayó sus fusiles, y orientó cívicamente al mundo rural (en especial) y al mundo urbano de Nicaragua. El resultado fué la victoria popular del 25 de Febrero de 1990.

Desde el primer momento, la Resistencia calificó este Triunfo Popular, como el primer gran paso para un proceso de democratización irreversible y que la R.N. estaba dispuesta, en apoyo al nuevo gobierno, a cambiar su papel de insurgencia civil armada por un papel cívico y político que demandaban las nuevas circunstancias.

Pero los enemigos del pueblo Nicaragüense, que son el verdadero obstáculo a la democratización del país, comenzaron una campaña desinformadora señalando a nuestros Comandos como el obstáculo al traspaso efectivo del poder civil y militar al nuevo gobierno.

Frente a ello, la Resistencia vuelve a dar un paso audaz hacia adelante, y convino con los representantes de Dña. Violeta Barrios de Chamorro, proce-

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der a un proceso de desmovilización desde el 20 de Abril del corriente año y como prueba de buena fé, desarmando a los combatientes que se encontraran en territorio Hondureño. Pero al mismo tiempo, ante la violación constante de las fuerzas sandinistas de su propio anuncio de cese del fuego, demandamos y acordamos solicitar vigilancia internacional y la de su E.. el Cardenal Obando, para verificar el cese del fuego y la necesaria separación de fuerzas. Cada quien con sus armas dentro del territorio nicaragüense, los unos a sus cuarteles y los otros a zonas de seguridad.

El nuevo gobierno de Nicaragua convino demandar de países amigos la ayuda humanitaria para nuestros Comandos, mientras culmina la desmovilización y la reintegración a la vida ciudadana. También la atención a nuestros lisiados, viudas y huérfanos en tránsito evolutivo de Yamales Honduras a Nicaragua u otros países.

Culmina este acuerdo, con el abrazo entre el nuevo gobierno democrático y la insurgencia armada, al constituir una comisión mixta, que dé seguimiento y profundize estos convenios.

Nuestro agradecimiento al gobierno y al pueblo de Honduras, tan generoso y hospitalario, con nuestros Combatientes heridos, sus familiares, viudas y huérfanos.

Los que quisieron desunir el país con el fomento del odio, hoy siguen recogiendo el rechazo de las mayorías Nicaragüenses al que se agrega el rechazo de la opinión internacional.

Esperamos que este aporte serio a la reconstrucción del País, bendecido por su eminencia el Cardenal Obando, quien ha prometido volver y visitar a nuestros lisiados, viudas y huérfanos en Yamales, sea factor multiplicador de paz y reconciliación.

Tegucigalpa, 24 de Marzo de 1990.

RESISTENCIA NICARAGUENSE.-

LA COMISION NEGOCIADORA DE LA RESISTENCIA NICARAGUENSE, RECONOCE QUE LAS ELECCIONES DE AUTORIDADES DEL 25 DE FEBRERO EFECTUADAS EN NICARAGUA, AL PRODUCIRSE EN LIBERTAD, HONESTIDAD Y EFICIENCIA PERMITIERON EL TRIUNFO DE LA VOLUNTAD DEL PUEBLO NICARAGUENSE DE ESTABLECER UN PROCESO DE DEMOCRATIZACION, EN LA FORMULA VICTORIOSA BARRIOS DE CHAMORRO-GODOY REYES CANDIDATOS DE LA UNION NACIONAL OPOSITORA.

TAL HECHO TRASCENDENTAL DE NUESTRA HISTORIA NOS PERMITE DECLARAR ENFANTICAMENTE QUE HEMOS DECIDIDO INICIAR EL PROCESO DE DESMOVILIZACION GENERAL DE NUESTRAS FUERZAS EMPENZANDO POR EL DESARME DE LAS QUE AUN PERMANCEN EN LA REPUBLICA DE HONDURAS A MAS TARDAR EL 20 DE ABRIL PROXIMO. PARA ELLO SOLICITAMOS DESDE AHORA LA COOPERACION Y ASISTENCIA DE ORGANISMOS INTERNACIONALES COMO ONUCA, CIAV Y LA PERSONALIDAD DE SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO.

SIMULTANEAMENTE DEBEN CESAR DE INMEDIATO LOS ENFRENTAMIENTOS MILITARES INTERNOS EN NICARAGUA, PARA LO CUAL DEBE PROCEDERSE A:

PRIMERO: UN CESE AL FUEGO EFECTIVO DE AMBAS PARTES VERIFICABLE POR ORGANISMOS INTERNACIONALES (ONUCA, CIAV) Y SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO

SEGUNDO: CONCENTRACION DE NUESTRAS FUERZAS ARMADAS ACTUALMENTE EN NICARAGUA EN ZONAS DE SEGURIDAD DELIMITADAS PREVIAMENTE EN EL TERRITORIO NICARAGUENSE Y VIGILADAS POR LOS ORGANISMOS INTERNACIONALES MENCIONADOS ADEMAS DE SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO, A FIN DE QUE EL PRO -

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CESO DE DESMOVILIZACION SE CUMPLA EN UN AMBIENTE DE SEGURIDAD Y ORDEN QUE GARANTICEN LA VIDA Y EL DESENVOLVIMIENTO NORMAL DE LAS LABORES PACIFICAS DE NUESTROS HERMANOS.

A SU VEZ, LA DELEGACION QUE REPRESENTA A LA PRESIDENTA ELECTA DOÑA VIOLETA BARRIOS DE CHAMORRO, MANIFIESTA:

PRIMERO: QUE HA TOMADO NOTA CON SUMO AGRADO DE LA DECISION DE LA RESISTENCIA NICARAGUENSE DE INICIAR A PARTIR DE ESTA FECHA EL PROCESO DE DESMOVILIZACION.

SEGUNDO: QUE COMO EXPRESION DEL JUSTO RECONOCIMIENTO A LA LABOR PATRIOTICA DE LA RESISTENCIA NICARAGUENSE ES PRECISO AMPARAR A LOS LISIADOS HUERFANOS Y VIUDAS SECUELAS INOCENTES DE LA LUCHA ARMADA. QUE PARA ELLO SE COMPROMETE A IMPLEMENTAR DESPUES DE ASUMIDO EL PODER DOÑA VIOLETA BARRIOS DE CHAMORRO A QUE SE ASEGURE LA REHABILITACION Y LA READAPTACION SOCIAL DE LOS AFECTADOS. ASIMISMO TENDRAN DERECHO A LAS PENSIONES MENSUALES CORRESPONDIENTES.

TERCERO: QUE PARA LA EJECUCION DE TODO LO ACORDADO SE DESIGNA UNA COMISION ESPECIAL DE TRANSICION INTEGRADA POR MIEMBROS DEL GOBIERNO ENTRANTE Y DE LA RESISTENCIA NICARAGUENSE CUYOS

NOMBRES SERAN ANUNCIADOS EN LOS PROXIMOS DIAS.

CUARTO: EL NUEVO GOBIERNO QUE PRESIDIRA DOÑA VIOLETA BARRIOS DE CHAMORRO SE COMPROMETE A GESTIONAR ANTE LOS GOBIERNOS QUE CORRESPONDAN AYUDA HUMANITARIA PARA LOS MIEMBROS DE LA RESISTENCIA NICARAGUENSE, AL IGUAL QUE LA INFRAESTRUCTURA MEDICA PARA LA DEBIDA ATENCION DE LAS VICTIMAS DEL CONFLICTO DURANTE EL TIEMPO QUE DURE LA DESMOVILIZACION.

POR SU PARTE SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRA MANIFIESTA SU SATISFACCION POR LAS PATRIOTICAS DECISIONES TOMADAS Y SE UNE A LOS FIRMANTES PARA DAR GRACIAS AL SEÑOR POR SU ASITENCIA EN ILUMINAR A LAS PARTES CONCURRENTES.

TEGUCIGALPA, HONDURAS 23 MARZO 1990

+ Miguel Card. Obando B.

MANDATO DE SU EMINENCIA CARDENAL MIGUEL OBANDO Y BRAVO
DE CONFORMIDAD A LOS ACUERDOS DE PAZ DE TONCONTIN Y YATAMA

Su Eminencia Reverendísima Cardenal Miguel Obando y Bravo suscribió y firmó el 23 de marzo de 1990 en Tegucigalpa, Honduras, el denominado ACUERDO DE TONCONTIN en calidad de TESTIGO Y MANDATARIO designado por las partes. Este documento encierra la voluntad de las fuerzas de la Resistencia Nicaragüense en el llamado "Frente Norte" de proceder a su DESMOVILIZACION conforme a mecanismos allí establecidos.

La finalidad del ACUERDO DE TONCONTIN es la desmovilización voluntaria de las fuerzas de la Resistencia Nicaragüense del Frente Norte mediante un proceso que gradualmente se debe desarrollar en las siguientes etapas:

- a. Como etapa primaria está el inicio, en fecha anterior al 20 de abril de 1990, del desarme de las fuerzas de la Resistencia Nicaragüense que aún permanecen en territorio de la República de Honduras.
- b. Simultáneamente al inicio del desarme deberán cesar los enfrentamientos militares en la República de Nicaragua.
- c. Para garantizar el cese de operaciones militares ofensivas referido deberá procederse a un Cese al Fuego BILATERAL que sea VERIFICABLE.
- d. A fin de poder garantizar que la desmovilización de las fuerzas de la Resistencia Nicaragüense y el normal desenvolvimiento por su parte y la de sus familiares de labores pacíficas, se enmarque en un ambiente de orden y de seguridad, las fuerzas de la Resistencia Nicaragüense que se encuentren en territorio de la República de Nicaragua se concentrarán en Zonas de Seguridad a ser delimitadas en lo futuro dentro de dicho territorio. Estas Zonas se deberán vigilar en situ.

De conformidad con el ACUERDO DE TONCONTIN, Su Eminencia el Cardenal ha sido investido como uno de los tres MANDATARIOS que comparten iguales responsabilidades en este proceso por cuanto:

1. Se solicitó la COOPERACION Y ASISTENCIA, a nivel de igualdad, de la ONUCA, la CIAV, y Su Eminencia el Cardenal, en la etapa primaria en las actividades de desarme de las fuerzas de la Resistencia Nicaragüense.

2. Se le invistió la facultad de VERIFICAR un Cese al Fuego efectivo por ambas partes, junto con la ONUCA y la CIAV.

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3. Se le encargó la labor de delimitar previamente, junto con la ONUCA y la CIAV, las Zonas de Seguridad en territorio nicaragüense.

4. Se le confió la vigilancia de las mencionadas Zonas de Seguridad, tarea a ser ejercida con la ONUCA y la CIAV.

Así, mediante el ACUERDO DE TONCONTIN, Su Eminencia el Cardenal ha recibido el mandato de VIGILAR el proceso de desmovilización, desde su etapa inicial hasta su finalización, dando garantía del mismo con su presencia y su autoridad moral.

Con fecha 24 de marzo de 1990, representantes del Gobierno entrante, el Estado Mayor del Frente Atlántico YATAMA, y Su Eminencia el Cardenal, suscribieron un Acuerdo con un contenido exactamente igual al de Toncontín, creándose una Comisión Especial de Transición integrada por representantes de la Presidenta Electa y del Grupo YATAMA. Por consiguiente, las consideraciones anteriores sobre Toncontín también son aplicables a lo firmado en este nuevo Acuerdo.

Posteriormente, representantes del Gobierno entrante y del presente Gobierno de Nicaragua firmaron el 27 de marzo de 1990 el Protocolo de procedimiento de la Transferencia del Poder Ejecutivo de la República de Nicaragua. Los firmantes de este documento reconocieron la importancia y la validez del Acuerdo de Toncontín, ya que en el mismo éste es considerado como "un elemento esencial para crear el clima de paz, estabilidad y tranquilidad en que se debe darse la transferencia de Gobiernos."

OPERACIONES

A efecto de garantizar la presencia funcional de Su Eminencia el Cardenal a lo largo del proceso consignado en el Acuerdo de Toncontín en sus diversas etapas, se requiere establecer una infraestructura de personal que implemente los objetivos buscados. Esta organización será directamente dependiente de las instrucciones que Su Eminencia el Cardenal considere necesarias para desarrollar todas sus actividades.

Para la dirección ejecutiva de esta organización, Su Eminencia el Cardenal contará con la asistencia de un Representante Permanente, el cual designará personalmente. El Representante Permanente actuará como enlace entre Su Eminencia el Cardenal y las otras partes signatarias de los Acuerdos de Toncontín y de Yatama, así como los otros organismos paralelos designados en dichos Acuerdos (ONUCA y CIAV). También servirá de enlace con
cont...

cualesquiera otro organismo público o privado que directa o indirectamente sea menester contactar o relacionar, lo mismo que con representantes de terceras partes que tengan relación con Toncontín y Yatama. El Representante Permanente contratará al equipo humano que tendrá la responsabilidades de implementar las tareas expresadas (ver Tabla I). El personal será contratado por servicios específicos y a tiempo determinado, de conformidad con las normas laborales vigentes. Tendrá el Representante Permanente como sede central a la ciudad de Managua, desde donde coordinará funcionalmente todas las actividades a nivel interno y con la ONUCA, la CIAV, como también con el Gobierno de Nicaragua y sus dependencias que se involucren en el desarrollo de la ejecución de estos Acuerdos.

La sede central operará inicialmente con el personal mínimo necesario para el desenvolvimiento de las funciones más esenciales, y contará con Secretaría, archivo, traducción, y enlace de comunicaciones. También contará con un mínimo de delegados permanentes que estarán suscritos a la sede central con la función de servir en la organización de las Zonas a crearse, así como de otras actividades generales a llevarse a cabo por parte de la organización.

Siendo la función primordial de la ONUCA el aspecto militar del desarme y la desmovilización, Su Eminencia el Cardenal deberá tener la asesoría de un Asesor Militar que preste su colaboración en todo lo referido al desarme de las fuerzas de la Resistencia Nicaragüense, a la delimitación previa de las Zonas de Seguridad en que se concentrarán las fuerzas de la Resistencia Nicaragüense, y al diseño con sus homólogos de la ONUCA la estrategia a seguir en la vigilancia de las referidas Zonas de Seguridad y en la posible verificación del Cese al Fuego a decretarse bilateralmente. El Asesor Militar será un profesional en la materia y provendrá preferiblemente de un país fuera de la región.

La organización contará con la colaboración de un Asesor Jurídico Itinerante que laborará ante los organismos designados en los Acuerdos en la implementación y desarrollo de los planes conjuntos operativos que tengan como finalidad el cumplir el mandato allí establecido.

La organización tendrá un Jefe de Administración quien coordinará la labor administrativa, y servirá también como agente comprador. El Jefe de Administración servirá igualmente como enlace de la organización en Washington, D.C., para las actividades que sea requerido allí desarrollar. Los encargados de la contabilidad de la organización estarán bajo su dependencia.

cont...

Contará también con un Asesor Jurídico y Delegado Interzonal que coordinará el trabajo del personal en todas y cada una de las distintas Zonas de Seguridad que se delimiten y que tendrá como función la de ejercer vigilancia en las mismas (ver Tabla II). Este personal vigilará el irrestricto respeto de los derechos civiles de los desmovilizados y de sus familiares a través del corresponsal delegado con asiento en la cabecera regional más cercana a la Zona de Seguridad respectiva. Para la contratación de este delegado se buscarán abogados de las localidades, por considerarse son mejores conocedores de las realidades de sus respectivas regiones en las áreas de derechos civiles y de autoridades de seguridad. Posteriormente, ellos contarán con el respaldo del delegado de campo quien patrullará la Zona. Éste será contratado en la misma región en que se encuentre la Zona, y recogerá la información que reciba y procese el monitor, el cual residirá en la Zona o en un lugar muy próximo a ella.

Se espera que el número del personal administrativo variará conforme a la medida que las etapas del Acuerdos se vayan desarrollando. Se considera también que más adelante será necesario crear un Departamento de Investigación, que clasificará toda la información estadística personal de los desmovilizados y de sus familiares, a fin de contar con un informe completo y detallado de los datos personales que sirvan a proyectos de asistencia social en el área educativa, de salud, laboral, y otras.

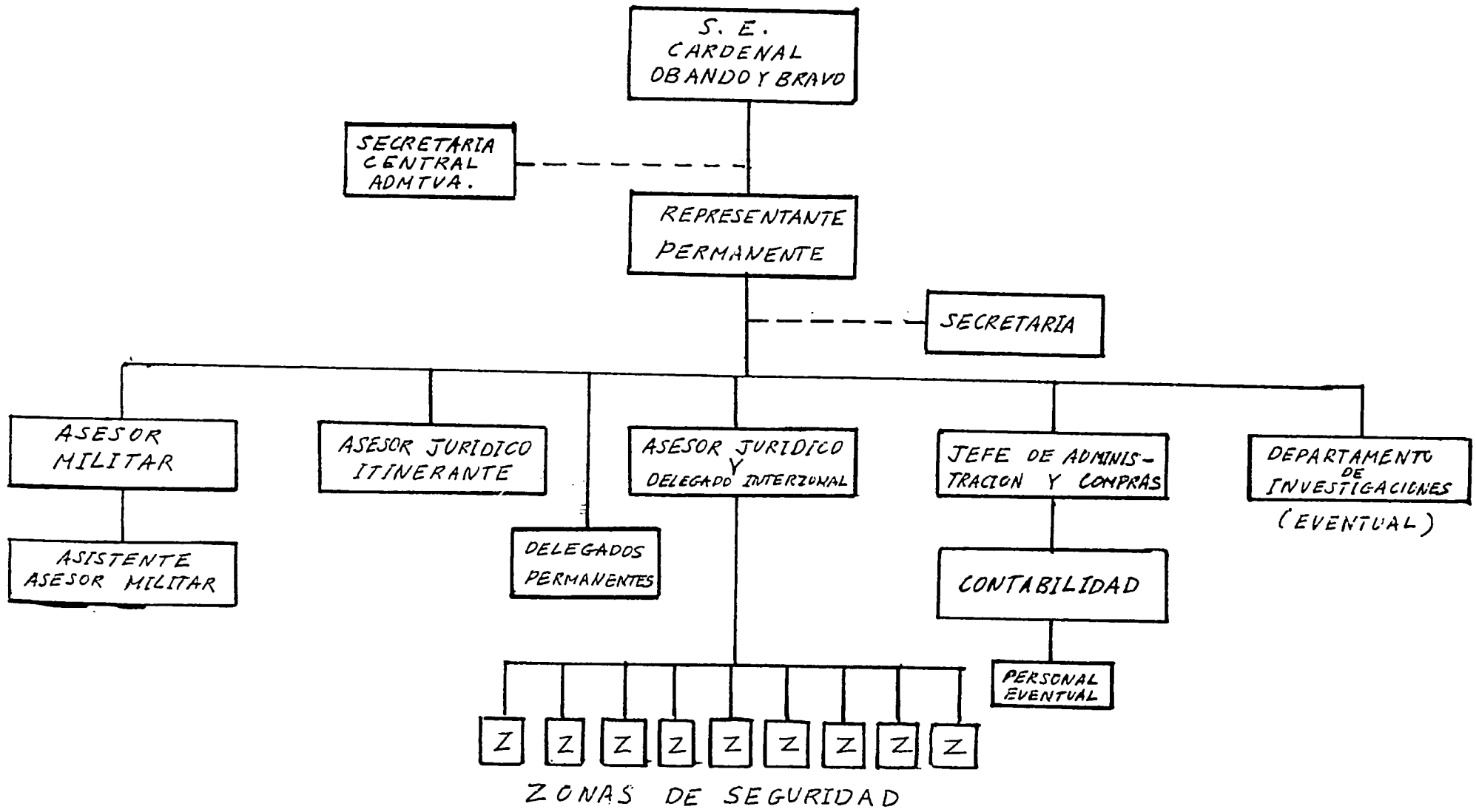
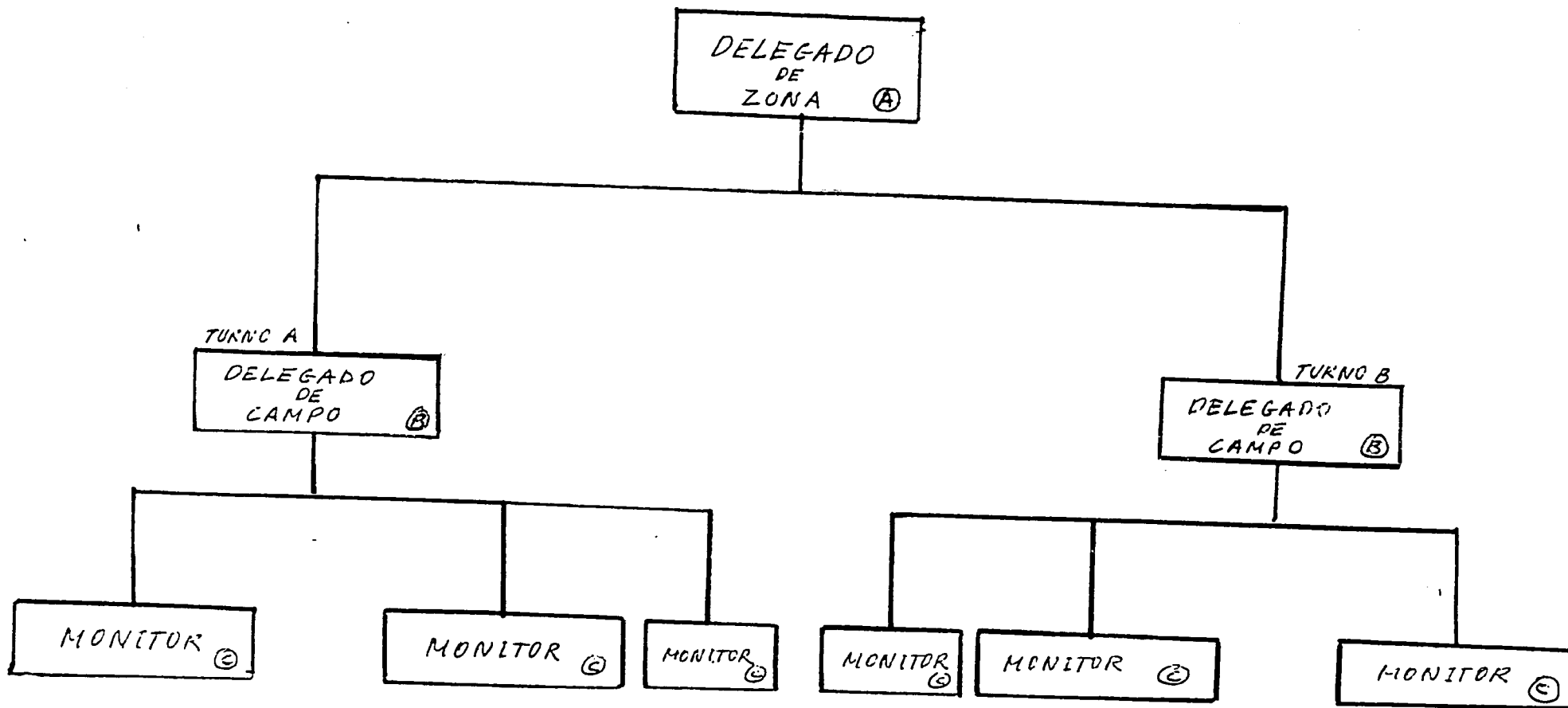


TABLA I



A: UBICADO PERMANENTEMENTE EN LA CABECERA REGIONAL.
 B: SUPERVISOR ZONA DE SEGURIDAD TURNO DE 24 HORAS.
 C: RESIDENTE PERMANENTE ZONA SEGURIDAD - 24 HORAS.

TABLA II

119.

BORRADOR DE PRESUPUESTO DE OPERACIONES

		PRIMER MES	MENSUAL
I	RECURSOS HUMANOS	91,150	91,150
II	GASTOS DE OPERACIONES	19,000	19,000
III	PASAJES Y PER DIEM	16,000	16,000
IV	EQUIPO A ADQUIRIR	<u>293,000</u>	<u> </u>
TOTALES		US\$ 419,150	126,150

PRIMEROS SEIS MESES DE OPERACIONES US\$ 839,900

PRIMER AÑO DE OPERACIONES US\$1,386,800

APRIL 19, 1990

TRANSLATION

FROM EMBASSY MANAGUA

TM
RM

UNCLASSIFIED MANAGUA 02193

SUBJECT: CEASEFIRE AGREEMENT

1. AT 0500 LOCAL APRIL 19, THE RESISTANCE AND THE GOVERNMENT OF NICARAGUA SIGNED A CEASEFIRE AGREEMENT AFTER A FULL NIGHT OF NEGOTIATIONS. ACCOMPANYING THE CEASEFIRE ACCORD ARE: A) AN ANNEX PROVIDING A CHRONOLOGY OF EVENTS FOR MOVING TROOPS AND SUPPLIES IN AND OUT OF THE SECURITY ZONES, B) AN AGREEMENT STIPULATING CERTAIN CONDITIONS RELATED TO THE DEMILITARIZED ZONES, AND C) AN AMENDMENT TO THE TONCONTIN ACCORD. THIS LAST DOCUMENT WAS SIGNED BY UNO, THE RN AND THE CARDINAL ONLY.

2. THE TEXTS FOLLOW:

"THE CEASEFIRE AGREEMENT, FINAL AND EFFECTIVE BETWEEN THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA AND THE NICARAGUAN RESISTANCE, UNDER HIS EMINENCE, THE REVEREND CARDINAL OBANDO Y BRAVO.

1. THE GOVERNMENT OF NICARAGUA, REPRESENTED BY THE MINISTER OF DEFENSE AND ARMY GENERAL, HUMBERTO ORTEGA SAAVEDRA, AND THE NICARAGUAN RESISTANCE REPRESENTED BY OSCAR SOBALVARRO, "COMMANDANT RUBEN", CHIEF NEGOTIATOR, AND AQUILINO RUIZ ROBLETO, "COMMANDANT MINITA", CHIEF NEGOTIATOR OF THE WENCESLAO AVILES FRONT, ACCORDING TO THIS DOCUMENT AGREE TO FORMALLY ESTABLISH A FINAL AND EFFECTIVE CEASEFIRE AS OF APRIL 19, 1990, AT 12:00 NOON, WHICH WILL BE STRICTLY COMPLIED BY BOTH PARTIES.

2. AS OF THE DATE OF THE CEASEFIRE, THE RN AND THE GOVERNMENT OF NICARAGUA AGREE TO CEASE ALL TYPES OF MILITARY HOSTILITIES, AS WELL AS OTHER TYPES OF OPERATIONS WHICH MIGHT CAUSE A REINITIATION.

3. WITH THE PURPOSE OF GUARANTEEING A STRICT CEASEFIRE, THE UN'S OBSERVER GROUP PERSONNEL FOR CENTRAL AMERICA (ONUCA), AND HIS EMINENCE, CARDINAL MIGUEL OBANDO Y BRAVO, WILL VERIFY THE EFFECTIVE COMPLIANCE OF THE CEASEFIRE ACCORDING TO THE ATTACHED CHRONOGRAM.

4. FOR PURPOSES OF VERIFICATION OF THE CEASEFIRE BY THE UN'S OBSERVER GROUP PERSONNEL FOR CENTRAL AMERICA (ONUCA), AND HIS EMINENCE, CARDINAL MIGUEL OBANDO Y BRAVO, "SECURITY ZONES" WILL BE ESTABLISHED IN THE AREAS PREVIOUSLY AGREED UPON ACCORDING TO THE ATTACHED ANNEX.

5. THE UN'S OBSERVER GROUP FOR CENTRAL AMERICA (ONUCA) AS WELL AS HIS EMINENCE, CARDINAL MIGUEL OBANDO Y BRAVO, WILL ADOPT THE NECESSARY PROCEEDING FOR THE EFFECTIVE AND FINAL CEASEFIRE VERIFICATION.

APRIL 19, 1990

FROM EMBASSY MANAGUA

UNCLASSIFIED MANAGUA 02193

SUBJECT: CEASEFIRE AGREEMENT

1. AT 0500 LOCAL APRIL 19, THE RESISTANCE AND THE GOVERNMENT OF NICARAGUA SIGNED A CEASEFIRE AGREEMENT AFTER A FULL NIGHT OF NEGOTIATIONS. ACCOMPANYING THE CEASEFIRE ACCORD ARE: A) AN ANNEX PROVIDING A CHRONOLOGY OF EVENTS FOR MOVING TROOPS AND SUPPLIES IN AND OUT OF THE SECURITY ZONES, B) AN AGREEMENT STIPULATING CERTAIN CONDITIONS RELATED TO THE DEMILITARIZED ZONES, AND C) AN AMENDMENT TO THE TONCONTIN ACCORD. THIS LAST DOCUMENT WAS SIGNED BY UNO, THE RN AND THE CARDINAL ONLY.

2. THE TEXTS FOLLOW:

"THE CEASEFIRE AGREEMENT, FINAL AND EFFECTIVE BETWEEN THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA AND THE NICARAGUAN RESISTANCE, UNDER HIS EMINENCE, THE REVEREND CARDINAL OBANDO Y BRAVO.

1. THE GOVERNMENT OF NICARAGUA, REPRESENTED BY THE MINISTER OF DEFENSE AND ARMY GENERAL, HUMBERTO ORTEGA SAAVEDRA, AND THE NICARAGUAN RESISTANCE REPRESENTED BY OSCAR SOBALVARRO, "COMMANDANT RUBEN", CHIEF NEGOTIATOR, AND AQUILINO RUIZ ROBLETO, "COMMANDANT MINITA", CHIEF NEGOTIATOR OF THE WENCESLAO AVILES FRONT, ACCORDING TO THIS DOCUMENT AGREE TO FORMALLY ESTABLISH A FINAL AND EFFECTIVE CEASEFIRE AS OF APRIL 19, 1990, AT 12:00 NOON, WHICH WILL BE STRICTLY COMPLIED BY BOTH PARTIES.

2. AS OF THE DATE OF THE CEASEFIRE, THE RN AND THE GOVERNMENT OF NICARAGUA AGREE TO CEASE ALL TYPES OF MILITARY HOSTILITIES, AS WELL AS OTHER TYPES OF OPERATIONS WHICH MIGHT CAUSE A REINITIATION.

3. WITH THE PURPOSE OF GUARANTEEING A STRICT CEASEFIRE, THE UN'S OBSERVER GROUP PERSONNEL FOR CENTRAL AMERICA (ONUCA), AND HIS EMINENCE, CARDINAL MIGUEL OBANDO Y BRAVO, WILL VERIFY THE EFFECTIVE COMPLIANCE OF THE CEASEFIRE ACCORDING TO THE ATTACHED CHRONOGRAM.

4. FOR PURPOSES OF VERIFICATION OF THE CEASEFIRE BY THE UN'S OBSERVER GROUP PERSONNEL FOR CENTRAL AMERICA (ONUCA), AND HIS EMINENCE, CARDINAL MIGUEL OBANDO Y BRAVO, "SECURITY ZONES" WILL BE ESTABLISHED IN THE AREAS PREVIOUSLY AGREED UPON ACCORDING TO THE ATTACHED ANNEX.

5. THE UN'S OBSERVER GROUP FOR CENTRAL AMERICA (ONUCA) AS WELL AS HIS EMINENCE, CARDINAL MIGUEL OBANDO Y BRAVO, WILL ADOPT THE NECESSARY PROCEEDING FOR THE EFFECTIVE AND FINAL CEASEFIRE VERIFICATION.

6. BETWEEN APRIL 19 AND 21, THE NICARAGUAN GOVERNMENT AGREES TO WITHDRAW ITS MILITARY, PARAMILITARY, AND SECURITY FORCES FROM THE "SECURITY ZONES", AND FROM ANY OTHER AREA 20 KILOMETERS ADJACENT TO THE BORDER OF SAID ZONES. EXCEPT FOR THOSE AREAS PREVIOUSLY AGREED UPON WHERE A MINIMUM POLICE FORCE WILL BE MAINTAINED UNDER THE AUSPICES OF THE ONUCA AND CARDINAL OBANDO Y BRAVO, AND AT THE SPECIFIC ZONES SPECIFIED IN THE ATTACHED ANNEX. ONCE THE WITHDRAWAL OF THESE FORCES IS EFFECTED, THE GON WILL NOT MOBILIZE ANY OF ITS MILITARY, PARAMILITARY AND SECURITY FORCES WITHIN THE 20 KILOMETER AREA ADJACENT TO THE "SECURITY ZONES", NEITHER WILL THEIR MILITARY AIRPLANES AND HELICOPTERS FLY OVER SAID ZONES EXCEPT ALONG THE CORRIDORS ESTABLISHED IN THE ATTACHED ANNEX.

7. THE WITHDRAWAL OF THE FORCES FROM THE "SECURITY ZONES" AND THE ADJACENT AREAS WILL BE VERIFIED BY ONUCA AND CARDINAL MIGUEL OBANDO Y BRAVO, WHO WILL ALSO BE DIRECTING THE RELOCATION OF THESE FORCES AT OTHER LOCALITIES.

8. AS OF THE DATE OF THIS AGREEMENT, ALL NICARAGUAN COMBATANTS WILL IMMEDIATELY HEAD FOR THE "SECURITY ZONES" TO BEGIN WITH THE DIFFERENT PHASES OF DEMOBILIZATION.

9. THE NICARAGUAN GOVERNMENT'S MILITARY, PARAMILITARY AND SECURITY FORCES WILL NOT HINDER THE RN COMBATANTS' FREE TRANSIT TO THE "SECURITY ZONES".

10. THE RN COMMAND IS AUTHORIZED TO COMMUNICATE AND MOBILIZE BETWEEN THE ZONES UNDER ONUCA'S COORDINATION.

11. THE GOVERNMENT OF NICARAGUA AGREES TO RESPECT THE FREEDOM, SECURITY, PHYSICAL AND MORAL INTEGRITY OF THE RN MEMBERS AND THEIR FAMILIES.

12. CIAV WILL TRANSPORT AND DELIVER HUMANITARIAN ASSISTANCE TO THE RN TROOPS AND THEIR FAMILIES AT THE "SECURITY ZONES".

13. THE PAST GENERAL SERVICES GIVEN AT THE "SECURITY ZONES" AND NEARBY AREAS WILL CONTINUE.

14. THE NICARAGUAN GOVERNMENT AND THE RN WILL COOPERATE WITH CIAV, ONUCA AND HIS EMINENCE MIGUEL OBANDO Y BRAVO FOR THE EFFECTIVE COMPLIANCE OF THEIR FUNCTIONS. HIS EMINENCE, THE REVEREND MIGUEL OBANDO Y BRAVO, WHO OVERSEES THIS AGREEMENT, HAS AGREED TO SOLEMNLY ANNOUNCE THIS BILATERAL CEASEFIRE, AND ALSO COOPERATE IN ASSISTING IN ALL THE PHASES LEADING TOWARD

THE DEMOBILIZATION PROCESS, THE FINAL CEASEFIRE BY THE PARTIES, THE SURVEILLANCE OF THE OUTLINED "SECURITY ZONES" IN WHICH THE RN ARMED FORCES WILL BE CONCENTRATED, AND ANY OTHER HUMANITARIAN AND SOCIAL TASKS RESULTING FROM SUCH ACTIVITIES, TO THE BEST OF THEIR ABILITIES.

FINALLY, HIS EMINENCE, CARDINAL MIGUEL OBANDO Y BRAVO EXPRESSES HIS SATISFACTION FOR THE PATRIOTIC DECISIONS AND JOINS THE ENDORSERS TO GIVE THANKS TO GOD FOR HIS ASSISTANCE IN ENLIGHTENING THE COOPERATING PARTIES.

SIGNED ON THE 18TH DAY OF APRIL, 1990, IN MANAUGA.

BY GENERAL HUMBERTO ORTEGA SAAVEDRA, OF THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA.

BY THE NICARAGUAN RESISTANCE
OSCAR SOBALVARRO "COMMANDANT RUBEN"
AQUILINO RUIZ ROBLETO "COMMANDANT MINITA"

HIS EMINENCE MIGUEL OBANDO Y BRAVO

AND THOSE WHO REPRESENT THE PRESIDENT ELECT, MRS. VIOLETA BARRIOS DE CHAMORRO, ALL ENDORSE THE PRESENT AGREEMENT OF A FINAL AND EFFECTIVE CEASEFIRE, AND ARE COMMITTED TO ITS STRICT COMPLIANCE AS OF APRIL 25, 1990.

ANTONIO LACAYO
CARLOS HURTADO
LUIS SANCHEZ
LEOPOLDO NAVARRO
ROBERTO FERREZ"

"ANNEX

A CHRONOGRAM OF ACTIVITIES TO BE DEVELOPED DURING THE NICARAGUAN RESISTANCE'S DEMOBILIZATION PROCESS.

<u>NUMBER</u>	<u>ACTIVITIES TO BE DEVELOPED</u>	<u>TERM TO ACCOMPLISH THE ACTUAL OPERATION</u>
1.	SIGNING OF THE FINAL & EFFECTIVE CEASEFIRE AGREEMENT BETWEEN THE GON AND THE NICARAGUAN RESISTANCE.	APRIL 18, 1990

- | | | |
|----|--|--|
| 2. | ENFORCEMENT OF THE CEASE-FIRE. | APRIL 19, 1990
12:00 NOON |
| 3. | WITHDRAWAL OF THE SANDINISTA ARMY'S MILITARY FORCES, SECURITY AND PARAMILITARY FORCES FROM THE "SECURITY ZONES" AND THE NEIGHBORING AREAS. | APRIL 19, 1990
TO
APRIL 21, 1990 |
| 4. | INITIATE DEMOBILIZATION OF RN FORCES TO THE "SECURITY ZONES". | APRIL 29, 1990
AFTER
12:00 NOON |
| 5. | CIAV TO INITIATE THE DELIVERY OF HUMANITARIAN ASSISTANCE TO THE RN TROOPS LOCATED AT THE "SECURITY ZONES". | APRIL 19, 1990
12:00 NOON |
| 6. | VERIFICATION OF WITHDRAWAL OF THE NICARAGUA GOVERNMENT'S TROOPS BY ONUCA AND CARDINAL MIGUEL OBANDO Y BRAVO. | APRIL 22, 1990 |
| 7. | ARRIVAL OF UN'S (ONUCA) FIRST PEACE-KEEPING FORCES. | APRIL 7, 1990 |
| 8. | DISPLACEMENT OF ONUCA FORCES AT THE "SECURITY ZONES" | APRIL 22, 1990 |
| 9. | CENTRALIZATION OF ALL OF THE NICARAGUAN RESISTANCE FORCES AT THE "SECURITY ZONES". | APRIL 25, 1990 |

"THE DEMILITARIZED ZONE ACT".

1. DEMILITARIZED ZONE: IS THAT AREA WHICH IS 20 KILOMETERS WITHIN THE SECURITY ZONE.
2. THERE WILL BE NO ARTILLERY, OFFENSIVE TROOPS, ANY TYPE OF MILITIA OR PARAMILITARY OR SECURITY FORCES AT THE DEMILITARIZED ZONE.
3. FOR PURPOSES OF VERIFICATION, THE EXCLUDED ZONE ARE THOSE INSTALLATIONS AND BATTALION COMMANDS WHICH ARE LOCATED WITHIN THE 20-KILOMETER DEMILITARIZED ZONE, AND ARE UNDER THE CONTROL

OF ONUCA, UNO OR TWO RN MEMBERS, THE EPS AND HIS EMINENCE,
CARDINAL MIGUEL OBANDO Y BRAVO.

ZONE 1 -- SAN RAFAEL AND LAS CUCHILLAS
ZONE 2 -- WALALA
ZONE 3 -- RIO BLANCO
ZONE 4 -- SANTO DOMINGO
ZONE 5 -- NUEVA GUINEA

4. THE TOWN POLICE OF THE DEMILITARIZED ZONE WILL BE UNARMED.

5. THE FOLLOWING AIRMAIL SERVICES WILL BE ESTABLISHED:

A. MANAGUA-OCOTAL-WIWILI.
B. MANAGUA-SAN PEDRO DEL NORTE-PUERTO CABEZAS.
C. MANAGUA-JUIGALPA-BLUEFIELDS.
D. MANAGUA-SAN CARLOS-SAN JUAN DEL NORTE.

6. COORDINATION GROUPS WILL BE ESTABLISHED TO RESOLVE SECURITY PROBLEMS, WHICH WILL COORDINATE AIR AND LAND TRAFFIC THROUGH ONUCA.

"ADENDUM OF THE TONCONTIN ACCORD.

THE NICARAGUAN RESISTANCE NEGOTIATING COMMISSION AND THE DELEGATION REPRESENTING THE PRESIDENT ELECT OF NICARAGUA, MRS. VIOLETA DE CHAMORRO, UPON SIGNING THE FINAL AND EFFECTIVE CEASEFIRE AGREEMENT THIS DAY BETWEEN THE GOVERNMENT OF NICARAGUA AND NICARAGUAN RESISTANCE, EXPRESSES TO THE NICARAGUAN PEOPLE AND THE INTERNATIONAL COMMUNITY THAT:

1. WE ARE VERY PLEASED THAT THE TONCONTIN ACCORD HAS BEEN FULLY COMPLIED WITH, AND THAT THE DISARMING OF THE NICARAGUAN RESISTANCE FORCES IN HONDURAS TOOK PLACE TODAY, AND THAT THE FINAL AND EFFECTIVE CEASEFIRE AGREEMENT WAS SIGNED TODAY UNDER THE AUSPICES OF THE HIS EMINENCE MIGUEL OBANDO Y BRAVO.

2. THE PURPOSE OF THE DEMOBILIZATION PROCESS TAKE PLACE UNDER AN ORDERLY AND SECURED ENVIRONMENT WHICH GUARANTEES THE RN'S LIVES IN A NORMAL AND PEACEFUL MANNER, WE HAVE AGREED THAT THE DEMOBILIZATION OF THE RN FORCES BEGIN IN THE AFTERNOON OF APRIL 25, 1990, AND ITS FULL AND FINAL DEMOBILIZATION SHOULD TAKE PLACE NO LATER THAN THE AFTERNOON OF JUNE 10, 1990.

3. THE VOLUNTARY DELIVERY OF ARMS, AS WAS DONE TODAY IN THE REPUBLIC OF HONDURAS, WILL TAKE PLACE IN THE PRESENCE OF

INTERNATIONAL ORGANIZATIONS (ONUCA, CIAV) AND HIS EMINENCE,
CARDINAL MIGUEL OBANDO Y BRAVO.

HIS EMINENCE, CARDINAL MIGUEL OBANDO Y BRAVO EXPRESSES HIS
SATISFACTION FOR THE PATRIOTIC DECISIONS AND JOINS THE
ENDORSERS TO GIVE THANKS TO GOD FOR HIS ASSISTANCE IN
ENLIGHTENING THE COOPERATING PARTIES.

MANAGUA, APRIL 18, 1990
OSCAR SOBALVARRO "COMMANDANT RUBEN"
ANTONIO LACAYO

HIS EMINENCE MIGUEL OBANDO Y BRAVO

END TEXT.

LEONARD

#2777B 44.

DEPARTMENT OF STATE
ARA/NEA REARCS

PAGE 01 MANAGU 02646 081922Z 038958 409820 MANAGU 02646 081922Z 038958 409820
ACTION: NU (05) REPUBLICA, REITERA SU COMPROMISO DE GARANTIZAR LA INTEGRIDAD FISICA Y MORAL DE TODOS Y CADA UNO DE LOS COMBATIENTES DE LA RESISTENCIA NICARAGUENSE, SUS FAMILIARES Y A LA POBLACION CIVIL QUE LES ACOMPAÑA.

INFO: LARA (01) DCEN (01) REG (01) NCO (01) JS (01) SPA (01)
ARA (01) PPC (01) ECP (01) OAS (01) PPA (00)
----- 08/2007Z A2 TISH (TOTAL COPIES: 015)

ACTION ARA-00

INFO LOG-00 ADS-00 INR-05 SS-00 CIAE-00 DODE-00 H-01
10-19 NSCE-00 NSAE-00 SSO-00 HA-09 L-03 TRSE-00
PM-00 PA-02 CCO-00 OMB-01 INRE-00 USIE-00 SP-00
SNP-00 PRS-01 P-02 T-01 /050 W

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O 081916Z MAY 90 ZFF-4
FM AMEMBASSY MANAGUA
TO SECSTATE WASHDC NIACT IMMEDIATE 2960
INFO AMEMBASSY TEGUCIGALPA
AMEMBASSY SAN JOSE
USMISSION USUN NEW YORK

UNCLAS MANAGUA 02646

E.O. 12356: N/A
TAGS: PINS, NU
SUBJECT: MANAGUA AGREEMENT

4. - QUE UNA VEZ DESARMADA LA RESISTENCIA NICARAGUENSE, EL GOBIERNO LECONCEDERA LA PERSONALIDAD JURIDICA A LA ORGANIZACION POLITICA QUE ESTOS FORMEN DE ACUERDO CON LAS LEYES DE LA MATERIA.

5. - ASIMISMO, SE ESTABLECERAN POLOS DE DESARROLLO A LOS DESMOVILIZADOS CON EL PROPOSITO DE SATISFACER SUS NECESIDADES MATERIALES, POLOS QUE ESTARAN DEFINIDOS PARA EL DIA 31 DE MAYO.

6. - LA EXCELENTISIMA SENORA PRESIDENTA DE LA REPUBLICA AGRADECE LA PRESENCIA DE SU EMINENCIA CARDENAL MIGUEL OBANDO Y BRAVO Y DE LOS ORGANISMOS INTERNACIONALES DE ONUCA Y CIAV.

MANAGUA, 4 DE MAYO DE 1990. END SPANISH TEXT
LEONARD

1. FOLLOWING SPANISH TEXT OF THE MANAGUA DECLARATION.
SIGNED MAY 4, 1990.

BEGIN SPANISH TEXT:

"EL SIGUIENTE ES EL TEXTO DE LA DECLARACION MANAGUA QUE CONTIENE EL COMPROMISO DE LA RESISTENCIA NICARAGUENSE CON EL GOBIERNO DE VIOLETA CHAMORRO, PARA LA ENTREGA DE LAS ARMAS:

LA RESISTENCIA NICARAGUENSE DECLARA:

1. - QUE LA RESISTENCIA NICARAGUENSE ESTA CUMPLIENDO CON EL CESE DEL FUEGO ACORDADO Y QUE CONLLEVAN LA EFECTIVA SEPARACION DE LAS FUERZAS Y LA CONCENTRACION DE LAS TROPAS DE LA RESISTENCIA NICARAGUENSE EN LAS ZONAS DE SEGURIDAD DELIMITADAS. CONCENTRACION QUE ESTA EN PROCESO DE CULMINAR.

2. - QUE LA RESISTENCIA NICARAGUENSE EN EJECUCION DEL ADENDUM AL ACUERDO DE TONCONTIN CONTINUARA CON LA DESMOVILIZACION VOLUNTARIA E INICIARA EL DESARME DE SUS TROPAS A LAS 11:00 HORAS DEL 8 DEL CORRIENTE MES, EN LA ZONA DE SEGURIDAD QUE ACUERDE EN PRESENCIA DE LA MISISION MILITAR DE LAS NACIONES UNIDAS PARA CENTROAMERICA (ONUCA); Y SU EMINENCIA, EL CARDENAL MIGUEL OBANDO Y BRAVO, PROCESO QUE CULMINARA A MAS TARDAR EL 10 DE JUNIO DEL AÑO EN CURSO EN TODAS LAS ZONAS ACORDADAS.

POR SU PARTE, LA EXCELENTISIMA SENORA, VIOLETA BARRIOS DE CHAMORRO, EN SU CARACTER DE PRESIDENTA DE LA REPUBLICA DE NICARAGUA Y MINISTRO DE DEFENSA EXPRESA:

1. - QUE HA ORDENADO EL RETIRO INMEDIATO DE TODAS LAS TROPAS DEL EJERCITO Y DE LAS FUERZAS DE SEGURIDAD Y PARAMILITARES DE LAS ZONAS ACORDADAS EN EL CESE DEL FUEGO, FIRMADO EL PASADO 18 DE ABRIL. ASIMISMO, HA ORDENADO LA RECOGIDA DE TODAS LAS ARMAS EN MANOS DE CIVILES EN LAS ZONAS REFERIDAS Y SU INMEDIATA DESTRUCCION.

2. - QUE EL DIA 10 DE JUNIO SE DARA A CONOCER EL PROGRAMA DE REDUCCION DE LAS FUERZAS ARMADAS ORDENADO EN EL DISCURSO INAUGURAL DEL 25 DE ABRIL Y CUYA IMPLEMENTACION DEBERA INICIARSE DE INMEDIATO.

3. - QUE LA EXCELENTISIMA SENORA PRESIDENTA DE LA



UNCLASSIFIED

Department of State

INCOMING TELEGRAM

PAGE 01 OF 03 MANAGU 02193 00 OF 04 191811Z 3954 A100356 ACTION ARA-00

MANAGU 02193 00 OF 04 191811Z 3954 A100356

INFO TFHA-01 LACE-01 AALA-01 PDPR-01 FVA-01 ES-01 LAD1-04 RELO-01 AMAD-01 /012 AB 19/1818Z

INFO LOG-00 ADS-00 AID-00 INR-05 SS-00 D1C-02 CIAE-00 EB-00 DODE-00 H-01 IO-19 NSCE-00 NSAE-00 CSO-00 HA-09 L-03 TRSE-00 PM-00 PA-02 CCO-00 OMB-01 INRE-00 ACDA-13 USIE-00 SP-00 SNP-00 C-01 PRS-01 DS-00 SCT-03 P-02 T-01 /072 W

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O 191739Z APR 90 ZFF-4 FM AMEMBASSY MANAGUA TO SECSTATE WASHDC NIACT IMMEDIATE 2693 INFO AMEMBASSY TEGUCIGALPA AMEMBASSY SAN JOSE USMISSION USUN NEW YORK

UNCLAS MANAGUA 02193

E.O. 12356: N/A TAGS: PINS, NU SUBJECT: CEASEFIRE AGREEMENT

1. A 0500 LOCAL APRIL 19, THE RESISTANCE AND THE GOVERNMENT OF NICARAGUA SIGNED A CEASEFIRE AGREEMENT AFTER A FULL NIGHT OF NEGOTIATIONS. ACCOMPANYING THE CEASEFIRE ACCORD ARE: A) AN ANNEX PROVIDING A CHRONOLOGY OF EVENTS FOR MOVING TROOPS AND SUPPLIES IN AND OUT OF THE SECURITY ZONES, B) AN AGREEMENT STIPULATING CERTAIN CONDITIONS RELATED TO THE DEMILITARIZED ZONES, AND C) AN AMENDMENT TO THE TOMCONTIN ACCORD. THIS LAST DOCUMENT WAS SIGNED BY UNO, THE RN AND THE CARDINAL ONLY.

2. THE TEXTS FOLLOW: "ACUERDO DEL CESE DEL FUEGO EFECTIVO Y DEFINITIVO ENTRE EL GOBIERNO DE LA REPUBLICA DE NICARAGUA Y LA RESISTENCIA NICARAGUENSE BAJO LOS AUSPICIOS DE SU EMINENCIA REVERENDISIMA EL CARDENAL MIGUEL OBANDO Y BRAVO.

1. EL GOBIERNO DE LA REPUBLICA DE NICARAGUA DEBIDAMENTE REPRESENTADO POR EL MINISTRO DE DEFENSA, GENERAL DE EJERCITO HUMBERTO ORTEGA SAAVEDRA Y LA RESISTENCIA NICARAGUENSE DEBIDAMENTE REPRESENTADO POR OSCAR SOBALVARRO "COMANDANTE RUBEN" JEFE NEGOCIADOR Y AQUILINO RUIZ RDBLETO "COMANDANTE MINITA", JEFE NEGOCIADOR DEL FRENTE CENTRAL WENCESLAO AVILES, ACUERDAN ESTABLECER FORMALMENTE MEDIANTE ESTE DOCUMENTO, UN CESE DEL FUEGO EFECTIVO Y DEFINITIVO A PARTIR DE LAS 12.M HORAS DEL DIA 19 DEL MES DE ABRIL DE 1990, QUE SERA CUMPLIDO ESTRICTAMENTE POR AMBAS PARTES.

2. A PARTIR DE LA FECHA DEL CESE DEL FUEGO EFECTIVO Y DEFINITIVO, LA RN Y EL GOBIERNO DE LA REPUBLICA DE NICARAGUA, SE COMPROMETEN A CESAR TODO TIPO DE HOSTILIDADES MILITARES, ASI COMO CUALQUIER OTRO TIPO DE OPERACIONES QUE PUDIESEN LLEVAR A UNA REINICIACION.

3. CON EL FIN DE GARANTIZAR EL ESTRICTO CUMPLIMIENTO DEL CESE DEL FUEGO EFECTIVO Y DEFINITIVO EL PERSONAL DEL GRUPO DE OBSERVADORES DE LAS NACIONES UNIDAS PARA CENTRO AMERICA (ONUCA) Y SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO, VERIFICARAN EL CUMPLIMIENTO EFECTIVO DEL CESE DEL FUEGO, DE CONFORMIDAD CON EL CRONOGRAMA ADJUNTO.

4. A EFECTO DE POSIBILITAR LA VERIFICACION DEL CESE DEL FUEGO EFECTIVO Y DEFINITIVO POR PARTE DEL GRUPO DE OBSERVADORES DE LAS NACIONES UNIDAS PARA CENTRO AMERICA (ONUCA), Y DE SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO, SE ESTABLECEN "ZONAS DE SEGURIDAD" EN LAS AREAS PREVIAMENTE ACORDADAS, SEGUN ANEXO ADJUNTO.

5. TANTO EL GRUPO DE OBSERVADORES PARA CENTRO AMERICA (ONUCA) Y SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO, ADOPTARAN EL DISPOSITIVO NECESARIO PARA LA VERIFICACION DEL CESE DEL FUEGO EFECTIVO Y DEFINITIVO.

6. EN EL PLAZO COMPRENDIDO ENTRE EL 19 Y EL 21 DE ABRIL, EL GOBIERNO DE LA REPUBLICA DE NICARAGUA, SE COMPROMETE A RETIRAR SUS FUERZAS MILITARES, PARAMILITARES Y SUS FUERZAS DE SEGURIDAD DE LAS "ZONAS DE SEGURIDAD" Y DE CUALQUIER LUGAR COLINDANTE EN 20 KILOMETROS DE LAS FRONTERAS DE DICHAS ZONAS. EXCEPTO EN AQUELLOS POBLADOS QUE SE ACORDARAN EN CADA ZONA DONDE PERMANECERA UNA FUERZA POLICIAL MINIMA PARA MANTENER EL ORDEN, BAJO VERIFICACION DE ONUCA Y EL CARDENAL MIGUEL OBANDO Y BRAVO, Y EN LAS ZONAS DE EXCLUSION ESPECIFICADAS EN EL ACTA ANEXO. CUMPLIDO EL RETIRO DE ESTAS FUERZAS, EL GOBIERNO DE LA REPUBLICA DE NICARAGUA SE COMPROMETE A NO MOVILIZAR NINGUN EFECTIVO DE SUS FUERZAS MILITARES, PARAMILITARES Y DE SUS FUERZAS DE SEGURIDAD ALREDEDOR DE 20 KILOMETROS COLINDANTES CON LAS "ZONAS DE SEGURIDAD", NI A SOBREVOLAR DICHAS ZONAS CON AVIONES Y HELICOPTEROS MILITARES, SALVO EN LOS CORREDORES ESTABLECIDOS EN EL ACTA ANEXO.

7. EL RETIRO DE ESTAS FUERZAS DE LAS "ZONAS DE SEGURIDAD" Y DE LAS AREAS COLINDANTES SERAN VERIFICADAS POR ONUCA Y POR EL CARDENAL MIGUEL OBANDO Y BRAVO, QUIENES CONTROLARAN ASI MISMO LA REUBICACION DE DICHAS FUERZAS EN OTRAS LOCALIDADES.

8. A PARTIR DE LA FECHA DE ESTE ACUERDO TODOS LOS COMBATIENTES DE LA RN PRESENTES EN NICARAGUA, SE DIRIGIRAN SIN DEMORA A LAS "ZONAS DE SEGURIDAD" PARA PROCEDER A LAS DIFERENTES ETAPAS DEL PROCESO DE DESMOVILIZACION.

9. LAS FUERZAS MILITARES, PARAMILITARES Y DE SEGURIDAD DEL GOBIERNO DE NICARAGUA NO OBSTACULIZARAN EL LIBRE TRANSITO A LOS COMBATIENTES DE LA RN QUE SE DIRIJAN A LAS "ZONAS DE SEGURIDAD".

10. SE AUTORIZA A LOS MANDOS DE LA RN LA COMUNICACION Y MOVIMIENTO, ENTRE UNA Y OTRA ZONA, BAJO LA COORDINACION DE ONUCA.

11. EL GOBIERNO DE NICARAGUA SE COMPROMETE A RESPETAR LA LIBERTAD, LA SEGURIDAD, Y LA INTEGRIDAD FISICA Y MORAL, DE LOS MIEMBROS DE LA RN Y SUS FAMILIARES.

12. LA CIAV TRANSPORTARA Y ENTREGARA LA AYUDA HUMANITARIA, A LAS TROPAS DE LA RN Y SUS FAMILIARES EN LAS "ZONAS DE SEGURIDAD".

13. LOS SERVICIOS GENERALES QUE SE PRESTAN ORDINARIAMENTE EN LAS "ZONAS DE SEGURIDAD" Y SUS ALEREDDORES, SE CONTINUARAN PRESTANDO.

14. EL GOBIERNO DE NICARAGUA Y LA RN COOPERARAN

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CON LA CIAV, ONUCA Y SU EMINENCIA CARDENAL MIGUEL OBANDO Y BRAVO EN EL CUMPLIMIENTO DE SUS FUNCIONES. SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO, QUE AUSPICIA EL PRESENTE ACUERDO, HA ACEPTADO ANUNCIAR SOLEMNEMENTE ESTE CESE DEL FUEGO BILATERAL, ASI COMO COOPERAR Y ASISTIR EN TODAS LAS ETAPAS QUE CONLLEVA EL PROCESO DE DESMOVILIZACION, LA VERIFICACION DEL CESE DEL FUEGO EFECTIVO Y DEFINITIVO DE LAS PARTES, LA VIGILANCIA DE LAS "ZONAS DE SEGURIDAD" DELIMITADAS EN QUE SE CONCENTRAN LAS FUERZAS ARMADAS DE LA RESISTENCIA Y CUALQUIER OTRA TAREA DE CARACTER HUMANITARIO Y SOCIAL QUE SE DERIVEN DE LAS ACTIVIDADES MENCIONADAS, EN LA MEDIDA DE SUS POSIBILIDADES.

FINALMENTE, SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO MANIFIESTA SU SATISFACCION POR LAS PATRIOTICAS DECISIONES TOMADAS Y SE UNE A LOS FIRMANTES PARA DAR GRACIAS AL SENOR POR SU ASISTENCIA EN ILUMINAR A LAS PARTES CONCURRENTES.

FACILITADO EN LA CIUDAD DE MANAGUA A LOS 18 DIAS DEL MES DE ABRIL DE 1990.

POR EL GOBIERNO DE LA REPUBLICA DE NICARAGUA
GENERAL HUMBERTO ORTEGA SAAVEDRA

POR LA RESISTENCIA NICARAGUENSE
OSCAR SOBALVARRO "COMANDANTE RUBEN"
AGUILINO RUIZ ROBLETO "COMANDANTE MINITA"

S.E. CARDENAL MIGUEL OBANDO Y BRAVO

POR SU PARTE LOS SUSCRITOS EN NOMBRE Y REPRESENTACION DE LA PRESIDENTA ELECTA DONA VIOLETA BARRIOS DE CHAMORRO, RESPALDAN EN TODAS SUS PARTES EL PRESENTE ACUERDO, DE CESE DEL FUEGO EFECTIVO Y DEFINITIVO, Y EXPRESAN EL COMPROMISO DE DARLE Estricto CUMPLIMIENTO, A PARTIR DEL 25 DE ABRIL CORRIENTE.

ANTONIO LACAYO
CARLOS HURTADO
LUIS SANCHEZ
LEOPOLDO NAVARRO
ROBERTO FERREZ"
"ANEXO
CRONOGRAMA DE ACTIVIDADES A DESARROLLAR DURANTE EL PROCESO DE DESMOVILIZACION DE LAS FUERZAS DE LA RESISTENCIA.

NO.	ACTIVIDADES A REALIZAR	PLAZO A CUMPLIR OPERATIVO REAL
1.	FIRMA DEL ACUERDO DE "CESE AL FUEGO" EFECTIVO Y DEFINITIVO ENTRE EL GOBIERNO DE NICARAGUA, Y LA RESISTENCIA NICARAGUENSE.	18-04-90
2.	ENTRADA EN VIGENCIA DEL CESE AL FUEGO.	19-04-90 12.M
3.	RETIRO DE LAS FUERZAS MILITARES DEL EJERCITO POPULAR SANDINISTA, FUERZAS DE SEGURIDAD Y PARAMILITARES, DE LAS "ZONAS DE SEGURIDAD" Y DE LOS LUGARES COLINDANTES.	19-04-90 AL 21-04-90

4. INICIO DEL DESPLAZAMIENTO DE LAS FUERZAS DE LA RESISTENCIA HACIA LAS "ZONAS DE SEGURIDAD". 29-04-90
DESPUES 12.M
5. INICIO DE LA ENTREGA POR LA CIAV DE LA AYUDA HUMANITARIA A LAS TROPAS DE LA RM QUE SE ENCUENTREN EN LAS "ZONAS DE SEGURIDAD". 19-04-90
12.M
6. VERIFICACION DE RETIRO DE TROPAS DEL GOBIERNO DE NICARAGUA POR ONUCA Y EL CARDENAL MIGUEL OBANDO Y BRAVO. 22-04-90
7. ARRIBO AL PAIS DE LAS PRIMERAS FUERZAS DE MANTENIMIENTO DE PAZ DE LAS NACIONES UNIDAS (ONUCA). 22-04-90
8. DESPLAZAMIENTO DE ONUCA A LAS "ZONAS DE SEGURIDAD". 22-04-90
9. CONCENTRACION DE TODAS LAS FUERZAS DE LA RESISTENCIA NICARAGUENSE EN LAS "ZONAS DE SEGURIDAD". 25-04-90

"ACTA DE LA ZONA DESMILITARIZADA

1. ZONA DE DESMILITARIZADA: ES AQUELLA AREA COMPRENDIDA DENTRO DE 20 KILOMETROS DE LA ZONA DE SEGURIDAD.
2. EN LA ZONA DESMILITARIZADA NO HABRA ARTILLERIA NI TROPAS OFENSIVA DE NINGUN TIPO NI MILICIA NI FUERZAS PARAMILITARES O DE SEGURIDAD.
3. ZONA DE EXCLUSION SE ENTIENDE PARA EFECTOS DE VERIFICACION, LAS INTALACIONES Y MANDOS DE BRIGADA QUE ESTANDO DENTRO DE LOS 20 KILOMETROS DE LA ZONA DESMILITARIZADA QUEDA CONGELADA BAJO EL CONTROL DE ONUCA, DE UNO O DOS MIEMBROS DE LA RESISTENCIA NICARAGUENSE, DEL EPS Y DE SU EMINENCIA EL CARDENAL MIGUEL OBANDO Y BRAVO.

EN LA ZONA NO. 1 SAN RAFAEL Y LAS CUCHILLAS. EN LA ZONA 2 WALALA. EN LA ZONA NO. 3 RIO BLANCO. EN LA ZONA NO. 4 SANTO DOMINGO. EN LA ZONA NO. 5 NUEVA GUINEA.

4. LOS POLICIAS DE LOS POBLADOS QUE QUEDAN DENTRO DE LA ZONA DESMILITARIZADA ESTARAN DESARMADOS.

5. SE ESTABLECEN LOS SIGUIENTES CORREDORES AEREOS:
 - A. MANAGUA-OCOTAL-WIWILI.
 - B. MANAGUA-SAN PEDRO DEL NORTE-PUERTO CABEZAS.
 - C. MANAGUA-JUIGALPA-BLUEFIELOS.
 - D. MANAGUA-SAN CARLOS-SAN JUAN DEL NORTE.

6. SE ESTABLECEN GRUPOS DE COORDINACION PARA RESOLVER LOS PROBLEMAS DE SEGURIDAD, QUE COORDINARAN EL TRAFICO AEREO Y TERRESTRE A TRAVES DE ONUCA."
"ADENDUM DEL ACUERDO DE TONCONTIN.

LA COMISION NEGOCIADORA DE LA RESISTENCIA NICARAGUENSE Y LA DELEGACION QUE REPRESENTA A LA PRESIDENTA ELECTA DE NICARAGUA DONA VIOLETA DE CHAMORRO, ANTE LA FIRMA DEL ACUERDO DEL CESE DEL FUEGO EFECTIVO Y DEFINITIVO SUSCRITO EL DIA DE HOY ENTRE EL GOBIERNO DE NICARAGUA Y LA RESISTENCIA NICARAGUENSE, MANIFIESTA AL PUEBLO DE NICARAGUA Y

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A LA COMUNIDAD INTERNACIONAL LO SIGUIENTE:

1. QUE NOS SATISFACE PROFUNDAMENTE QUE EN PLENO CUMPLIMIENTO DEL ACUERDO DE TONCONTIN, SE HAYA REALIZADO EL DIA DE HOY EL DESARME VOLUNTARIO DE LAS FUERZAS DE LA RESISTENCIA QUE RUN PERMANECIAN EN LA REPUBLICA DE HONDURAS, Y QUE TAMBIEN EL DIA DE HOY SE HAYA FIRMADO EL ACUERDO DEL CESE DEL FUEGO EFECTIVO Y DEFINITIVO BAJO LOS AUSPICIOS DE SU EMINENCIA REVERENDISIMA CARDENAL OBANDO Y BRAVO.

2. QUE CON EL PROPOSITO DE QUE EL PROCESO DE DESMOVILIZACION SE CUMPLA EN UN AMBIENTE DE SEGURIDAD Y ORDEN QUE GARANTICEN LA VIDA Y EL DESENVOLVIMIENTO NORMAL DE LAS LABORES PACIFICAS DE LOS MIEMBROS DE LA RESISTENCIA, HEMOS CONVENIDO EN QUE EL DESARME DE LAS FUERZAS DE LA RESISTENCIA SE INICIE EL DIA 25 DE ABRIL POR LA TARDE Y QUE SU PLENA DESMOVILIZACION ESTE FINALIZADA A MAS TARDAR EL DIA 10 DE JUNIO DE 1990.

3. QUE LA ENTREGA DE LAS ARMAS EN FORMA VOLUNTARIA, AL IGUAL QUE SE HIZO EN EL DIA DE HOY EN LA REPUBLICA DE HONDURAS SE HARA EN PRESENCIA DE ORGANISMOS INTERNACIONALES (ONUCA, CIAV) Y DE SU EMINENCIA REVERENDISIMA CARDENAL OBANDO Y BRAVO.

POR SU PARTE SU EMINENCIA CARDENAL OBANDO Y BRAVO MANIFIESTA SU SATISFACCION POR LAS PATRIOTICAS DECISIONES TOMADAS Y SE UNE A LOS FIRMANTES PARA DAR GRACIAS AL SENOR POR SU ASISTENCIA EN ILUMINAR A LAS PARTES CONCURRENTES.

MANAGUA, 18 DE ABRIL DE 1990
OSCAR SOBALVARRO "COMANDANTE RUBEN"
ANTONIO LACAYO

S.E. CARDENAL MIGUEL OBANDO Y BRAVO."

END TEXT.
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ACTION: NU (05)

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INFO: LARA (01) DCEN (01) REG (01) NCO (01) JS (01) SPA (01)
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ACTION ARA-00

INFO LOG-00 ADS-00 INR-05 SS-00 OIC-02 10-19 SSO-00
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FM AMEMBASSY MANAGUA
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INFO CONTADORA COLLECTIVE
USMISSION GENEVA
USSOUTHCOM QUARRY HTS PN
USMISSION USUN NEW YORK
DIA WASHDC
USLO CARIBBEAN

UNCLAS MANAGUA 03290

E.O. 12356: N/A

TAGS: PINS PGOV MOPS, EAD UNSC PREF, NU -
SUBJECT: SPANISH TEXT OF MAY 30 MANAGUA ACCORD

REF: MANAGUA 3275 (NOTAL)

THE FOLLOWING PROVIDES SPANISH TEXT OF THE MAY 30
MANAGUA ACCORD SIGNED BY PRESIDENT CHAMORRO,
CARDINAL OBANDO Y BRAVO AND COMMANDANTE FRANKLYN:
BEGIN SPANISH TEXT:
"PROTOCOLO DE MANAGUA SOBRE EL DESARME.DENTRO DEL ESPIRITU DE LA DECLARACION DE MANAGUA,
SUSCRITO EL 4 DE MAYO DEL CORRIENTE AÑO, LA
RESISTENCIA, EL GOBIERNO DE NICARAGUA Y SU EMINENCIA
REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO, A
TRAVES DEL PRESENTE DOCUMENTO ACUERDAN:1. AGILIZAR EL CUMPLIMIENTO DE LO CONTEMPLADO SOBRE
EL "COMPROMISO DE GARANTIZAR LA INTEGRIDAD FISICA Y
MORAL DE TODOS Y CADA UNO DE LOS COMBATIENTES DE LA
RESISTENCIA NICARAGUENSE, SUS FAMILIARES Y A LA
POBLACION CIVIL QUE LES ACOMPAÑA", DE LA MANERA
SIGUIENTE:

- A) TRASLADO INMEDIATO DE ENFERMOS GRAVES PARA QUE RECIBAN LA ATENCION MEDICA INDISPENSABLE EN LOS HOSPITALES DEL PAIS.
- B) TRASLADO INMEDIATO DE INVALIDOS Y LISIADOS DE GUERRA PARA SER ATENDIDOS EN FORMA ESPECIALIZADA EN MANAGUA.
- C) CREAR UNA COMISION COMPUETA POR EL GOBIERNO NACIONAL, RESISTENCIA NICARAGUENSE, CIAV-ONU Y SU EMINENCIA REVERENDISIMA CARDENAL MIGUEL OBANDO Y BRAVO PARA QUE VIAJE A HONDURAS Y COSTA RICA, CON EL PROPOSITO DE QUE REALICE UNA INVESTIGACION EXPERIUSTIVA DE LAS CONDICIONES DE VIDA DE LOS FAMILIARES DE LA RESISTENCIA, Y APLIQUE MEDIDAS DE EMERGENCIA QUE SOLUCIONEN LOS PROBLEMAS QUE SE DETECTEN.

D) SE INSTA A LA RESISTENCIA PARA QUE PRESENTE
INMEDIATO LA LISTA DE VIUDAS Y HUERFANOS, CON EL
PROPOSITO DE QUE EL INSSBI LOS INCLUYA EN SU
PRESUPUESTO Y GOCE DE LAS PENSIONES MENSUALES A QUE
TIENEN DERECHO.2. SE ESTABLECE DE COMUN ACUERDO ENTRE LAS PARTES
EL POLO DE DESARROLLO DESCRITO EN EL DOCUMENTO ANEXO
SOBRE LOS POLOS, CONOCIDO COMO "EL ALMENDRO", SOBRE
LA BASE DE LA PROPUESTA PRESENTADA POR EL GOBIERNO.
SE INICIA A PARTIR DE LA FECHA UNA SERIE DE ACCIONES
NECESARIAS PARA SU IMPLEMENTACION E INSTALACION DE
LOS DESMOVILIZADOS EN LOS POLOS.3. EL GOBIERNO DE NICARAGUA SE COMPROMETE A PRESTAR
UNA AYUDA ECONOMICA MINIMA A CADA DESMOVILIZADO.4. CREAR EN LO INMEDIATO LA POLICIA DE ORDEN
INTERNO CON PARTICIPACION DE LOS EX-COMBATIENTES DE
LA RESISTENCIA, CON EL OBJETO FUNDAMENTAL DE
GARANTIZAR LA VIDA E INTEGRIDAD FISICA DE LOS
CIUDADANOS QUE VIVAN EN LOS POLOS. ASIMISMO SE
ESTABLECE EL PROPOSITO DE QUE ESTOS POLICIAS PASEN A
FORMAR PARTE DE LAS ESTRUCTURAS DEL MINISTERIO DE
GOBERNACION. ASIMISMO SE SOLICITARA A LA ONU O A UN
PAIS AMIGO ASESORIA TECNICA PARA LA FORMACION
PROFESIONAL DE LA POLICIA.5. CREAR LAS CONDICIONES DE SEGURIDAD EN LAS ZONAS
DESMILITARIZADAS, PARA ESTE EFECTO SE CONSIDERA
NECESARIO:

- A) GESTIONAR LA AMPLIACION DEL MANDATO DE LAS FUERZAS DE SEGURIDAD DE LA ONUCA.
- B) QUE EL GOBIERNO COMPLEMENTE LA ASISTENCIA AL DESMOVILIZADO QUE SALE DE LA ZONA DE SEGURIDAD.
- C) DESMILITARIZAR LA ZONA DE CONFLICTO.
- D) CONTINUAR RECOGIENDO LAS ARMAS EN MANOS DE CIVILES EN LAS ZONAS DE CONFLICTOS.

6. GARANTIZAR LA SEGURIDAD DE LOS EX-COMBATIENTES
QUE SE DESMOVILIZAN Y SALEN DE LAS ZONAS DE
SEGURIDAD Y QUE SE RADICAN EN LOS POLOS. ASIMISMO
SE MANTIENE LA OPCION PARA AQUELLOS QUE DESEEN
REGRESAR A SU LUGAR DE ORIGEN. QUEDA ENTENDIDO QUE
EL QUE ASI LO HAGA ASUME LOS RIESGOS COMO CUALQUIER
OTRO CIUDADANO.7. EL GOBIERNO SE COMPROMETE A NOMBRAR A UN
REPRESENTANTE DE LOS DESMOVILIZADOS QUE LA
RESISTENCIA RECOMIENDE EN LOS MINISTERIOS QUE TENGAN
QUE VER CON LOS EX-COMBATIENTES Y SUS FAMILIARES A
SABER: SALUD, REFORMA AGRARIA, TRABAJO Y OTROS, ASI
COMO TAMBIEN DOS MIEMBROS EN EL CONSEJO DE DIRECCION
DEL INSTITUTO NICARAGUENSE DE REPATRIACION.8. EL GOBIERNO DE NICARAGUA SE COMPROMETE A DAR
PARTICIPACION EN EL GOBIERNO LOCAL, ES DECIR DENTRO
DEL POLO, A LOS EX-COMBATITNES DE LA RESISTENCIA,
QUE SE HAYAN RADICADO EN LOS POLOS.ASIMISMO, LOS EXCOMBATIENTES QUE REGRESEN A SU LUGAR
DE ORIGEN RECIBIRAN DE PARTE DE LAS ESTRUCTURAS DEL
ESTADO EL APOYO NECESARIO PARA SU INSERCCION A LA
VIDA CIVIL.9. SE RATIFICA LA DECLARACION DE MANAGUA, EN TODOS
Y CADA UNO DE SUS PUNTOS, HACIENDOSE ENFASIS
PARTICULARMENTE EN LO QUE SE REFIERE AL HECHO DE QUE
LA RESISTENCIA PUEDA CONVERTIRSE EN PARTIDO
POLITICO, HECHO QUE LE PERMITIRA SU PLENA INSERCCION
EN LA VIDA POLITICA DE ESTE PARS.

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Q. EN CUMPLIMIENTO DEL ACUERDO DE TONCONTIN SU
INDIUM, LA RESISTENCIA RATIFICA SU COMPROMISO DE SU
DESMOVILIZACION Y DESARME A MAS TARDAR EL DIA DIEZ
DE JUNIO DE MIL NOVECIENTOS NOVENTA.

- PARA TAL EFECTO LA RESISTENCIA SE COMPROMETE A
DESMOVILIZAR UN MINIMO DE CIEN COMBATIENTES POR DIA
Y POR ZONA A PARTIR DE ESTA FECHA. ASIMISMO, EN
HONOR AL DIA DE LAS MADRES SE DESMOVILIZARA UNA
CANTIDAD CONSIDERABLE DE COMBATIENTES DE LA
RESISTENCIA NICARAGUENSE.

DADO EN LA CIUDAD DE MANAGUA, A LOS TREINTA DIAS DEL
MES DE MAYO DE MIL NOVECIENTOS NOVENTA.

VIOLETA BARRIOS DE CHAMORRO
PRESIDENTE DE LA REPUBLICA

ISRAEL GALEANO
COMANDANTE "FRANKLIN"

MIGUEL OBANDO Y BRAVO
CARDENAL DE NICARAGUA"

"ANEXO UNICO
ACUERDO PARA EL ESTABLECIMIENTO DE POLOS DE
DESARROLLO ENTRE EL GOBIERNO Y LA RESISTENCIA
NICARAGUENSE.

ENTENDEMOS POR POLO DE DESARROLLO A UNA UNIDAD DE
PRODUCCION DEFINIDA PARA BENEFICIO DE LOS MIEMBROS
DE LA COMUNIDAD Y DEL PAIS QUE SIRVA COMO CENTRO DE
SERVICIOS Y DESARROLLO DE LA REGION ADYACENTE, POR
MEDIO DE PROYECTOS INDIVIDUALES Y/O COLECTIVOS, EL
CUAL DEBE CONTAR CON LAS SIGUIENTES ESTRUCTURAS
BASICAS: AREA MUNICIPAL; ESCUELAS, BODEGAS,
SERVICIOS DE AGUA POTABLE Y LUZ ELECTRICA,
HOSPITALES, CALLES Y CAMINOS, AREA DE VIVIENDA PARA
LOS POBLADORES DEL POLO O CENTRO DE DESARROLLO,
PARCELA DE PROPIEDAD PRIVADA PARA CULTIVOS Y
GANADERIA DE SUBSISTENCIA, UN AREA COMUNAL Y UN
AREA DE PROYECTOS PARA BENEFICIO DE TODOS LOS
MIEMBROS DE LA COMUNIDAD.

LOS MIEMBROS DE LA RESISTENCIA NICARAGUENSE (RN) QUE
SE DESMOVILICEN Y SUS FAMILIARES TENDRAN DERECHO A
SER BENEFICIADOS POR LOS PROGRAMAS QUE SE
IMPLEMENTEN EN LOS POLOS DE DESARROLLO DELIMITADOS
AL EFECTO.

DE CONFORMIDAD CON EL PROGRAMA DE GOBIERNO Y LAS
LEYES VIGENTES SE DARA PRIORIDAD A LOS MIEMBROS
DESMOVILIZADOS DE LA RESISTENCIA Y SUS FAMILIARES,
EN LA DEVOLUCION O INDEMNIZACION DE SUS
PROPIEDADES, BIENES MUEBLES E INMUEBLES, QUE HAYAN
SIDO CONFISCADOS, INTERVENIDOS O INVADIDOS DE HECHO.

PARA TAL FIN Y PARA INICIAR EL PROCESO DE UBICACION
DE LOS DESMOVILIZADOS SE CREARAN UNO O MAS POLOS DE
DESARROLLO EN EL AREA GEOGRAFICA COMPRENDIDA ENTRE
LOS SIGUIENTES PUNTOS 1) SAN UBALDO, 2) ACOYAPA,
3) SANTO TOMAS, 4) VILLA SANDINO, 5) MUHAN, 6)
LA GATEADA, 7) MUELLE DE LOS BUEYES, 8) CIUDAD
DE LA RAMA, 9) RIO RAMA, 10) RIO KUKRA, 11) MIRAMAR,
12) MONKEY POINT, 13) PUNTA GORDA, 14) BARRA DE
SAN JUAN, 15) RIO SAN JUAN, 16) MOJON NO. 2, 17)
MOJON NO. 12, 18) MOJON NO. 13, 19) MOJON NO. 14,
20) SAN CARLOS, 21) SAN MIGUELITO, 22) MORRITO,
23-1) SAN UBALDO, A EXCEPCION DE LA RESERVA FORESTAL

DEL SUR-ESTE Y DEL PROYECTO SI-A-PAZ. ADEMAS SE
PODRAN ESTABLECER POLOS DE DESARROLLO EN EL AREA
GEOGRAFICA COMPRENDIDA ENTRE RIO BLANCO, SAN PEDRO
DEL NORTE, SIUNA Y WASLALA, EN LA REGION NORTE DEL
PAIS.

SE CREA UNA COMISION TRIPARTITA ENTRE EL INRA, IRENA
Y LA RN, COORDINADA POR EL INSTITUTO DE
REPATRIACION, PARA ESPECIFICAR CON MAYOR PRECISION
LA UBICACION DE LOS POLOS, ADEMAS SE IMPLEMENTARAN
LOS PLANES DE DESARROLLO QUE HAGAN POSIBLE LA
INCORPORACION DE LOS DESMOVILIZADOS A LA VIDA
CIUDADANA.

UNA VEZ INSTALADOS Y ORGANIZADOS LEGALMENTE EN LOS
DIFERENTES POLOS DE DESARROLLO LOS MIEMBROS DE LA
COMUNIDAD TENDRAN DERECHO A TITULOS DE PROPIEDAD
URBANA Y RURAL DE SUS PARCELAS Y ACCESO AL
APROVECHAMIENTO DE LOS BOSQUES, AGUAS Y OTROS
RECURSOS EXISTENTES DE CONFORMIDAD CON LAS LEYES Y
REGULACIONES VIGENTES DE NICARAGUA.

LOS MIEMBROS DE LA RN Y SUS FAMILIARES PODRAN
ASIMISMO UBICARSE EN OTROS PUNTOS GEOGRAFICOS DEL
PAIS DEFINIDOS POR EL GOBIERNO, CON OTROS PLANES DE
DESARROLLO, GOZANDO EN LOS POSIBLE, DE SIMILARES
BENEFICIOS.

FIRMAMOS EL PRESENTE ACUERDO EN LA CIUDAD DE MANAGUA
A LOS TREINTA DIAS DEL MES DE MAYO DE MIL
NOVECIENTOS NOVENTA.

GOBIERNO NICARAGUENSE:

DR. ROBERTO FERREY
INSTITUTO NICARAGUENSE DE REPATRIACION

DR. GUSTAVO TABLADA
INSTITUTO NICARAGUENSE DE REFORMA AGRARIA

RESISTENCIA NICARAGUENSE:

CDTE. OSCAR SOBALVARRO (RUBEN)
CDTE. MIGUEL ANGEL SOZA (EMILIANO)
CDTE. AQUILINO RUIZ (MINITA)
CDTE. ADOLFO SOMOZA REYES (MANO DE PIEDRA)
END TEXT.
LEONARD

JUN 3 1988

MEMORANDUM

TO: Ms. Julie Brand, State Office of Allowances

FROM: Ted D. Morse, Director, TPFA

SUBJECT: Request for the Waiver of the Waiting Period for Post Differential in Honduras

The purpose of this memorandum is to request that members of the Task Force on Humanitarian Assistance (TPHA) who are assigned to work in the TPFA office in Honduras be eligible for the post differential allowance immediately upon their arrival in country, without waiting the customary 42 day period established by regulation.

The Agency for International Development has been mandated by law to implement a program of humanitarian assistance to the Nicaraguan resistance and to Children in Central America who have been injured by the civil strife in Nicaragua. The Administrator of A.I.D., pursuant to a congressional request, has established a special task force to carry out this program, which reports directly to him. The Task Force has been in existence since April 1, and has a charter which lasts until September 30, 1988. The TPFA has an office in A.I.D. Washington, and an office in Honduras which is entirely separate from the A.I.D. Mission to that country.

To establish the Task Force, members were taken from different A.I.D. posts around the world, and from A.I.D./Washington. Because of the emergency nature of the program, some individuals were given one or two days notice to leave their families behind and proceed to a new duty station. TPFA employees in Honduras will be there on TDY from their former post for up to six months. This has meant an interruption in normal career patterns, separation from families, and cancellation of planned assignments and training. In addition, extreme work demands are placed on TPFA members in Honduras. They work seven days a week and twelve hours a day on a regular basis. As an example, last weekend contained a Monday holiday, making it a three day weekend for all federal employees. During those days, the United States Air Force landed in Honduras eight C 130 aircraft filled with cargo financed under our program. TPFA members were charged with unloading the aircraft, verifying the cargo, moving it to storage, and rigging a part of the materials for immediate truck transport or air drop to the members of the resistance. Not only did those individuals get no days off, they worked far into the night, every night. We presently have additional aircraft in

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the United States being loaded for another run. More cargo will be arriving in Honduras by this weekend, and there will be no break in the supply operation for weekends, holidays, or to accommodate anything near an eight hour workday. The supply operation is scheduled to last until the end of September with no decrease in monthly totals. We are talking about very few people, perhaps four or five, and a small sum of money. We believe, however, that this show of appreciation is necessary to maintain the morale of our overseas task force members during this very difficult time.

We have in our statute special authority which demonstrates the emergency nature of our program. We are authorized by law to expend the TFHA appropriation, notwithstanding and without regard to the provisions of law and regulations relating to the expenditure of Government funds. Although we have this broad authority, we prefer not to exercise it unless absolutely necessary. We would rather utilize normal channels and waiver procedures to accomplish the statutory purpose. We therefore request that you authorize TFHA employees assigned to the TFHA office in Honduras to be eligible for post differential immediately upon arrival at post with no preliminary waiting period. We believe there is precedence for this type of waiver.

Should you need any additional information, please contact Edward P. Rhatigan who is located in Room 3214 NS and can be reached on (202) 647-0453.

TFHA:BMeighan:mm:6/3/88:0279A


Clearance: TFHA, ERhatigan (draft)

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

JUN 6 1988

MEMORANDUM

TO: All TFHA Staff

FROM: Ted Morse, Director TFHA. 

SUBJECT: Procurement Authorities for Central American
Humanitarian Assistance

P.L. 100-276 passed by the Congress on April 1, 1987 establishes A.I.D. as the Agency responsible for the implementation of the program for humanitarian assistance in Central America. That statute also gives to A.I.D. special authorities in regard to procurement and the expenditure of government funds. Section 4(e) of the Joint Resolution provides as follows:

(e) SUPPLEMENTAL AUTHORITIES. -- In addition to the authorities otherwise available by law to the Agency for International Development, in carrying out this Act, the Agency for International Development may exercise the same authorities, including authorities relating to procurement and expenditure of Government funds other than confidential funds, as the Agency administering the assistance provided pursuant to Section 111 of the Joint Resolution, making further continuing appropriations for the fiscal year 1988 (Public Law 100-202) could exercise with respect to provision of that assistance.

The Task Force on Humanitarian Assistance in Central America (TFHA) was established on April 1, 1988. On that same day, the Administrator of A.I.D. delegated to the Director TFHA the authority to direct, manage, and implement all assistance and support provided by the Joint Resolution. The Charter of the Task Force in Provision D (2) (c) requires TFHA to recommend and formulate regulations and procedures necessary to achieve the objectives of the Joint Resolution. This memorandum establishes those operational procedures in regard to procurement and the provision of assistance.

A. Both the Director TFHA in A.I.D./W and the Director of the TFHA office in Honduras shall have the authority to authorize a Procurement. The Director TFHA in A.I.D./W alone has the authority to authorize assistance in the nature of a grant.

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B. Both Procurement and grant assistance will normally be authorized by a PIO/C or PIO/T. When that is not practical, or when a procurement is to be made by purchase order, it may be authorized by a memorandum signed by the person with authority as per (a) above. This memorandum will contain a clear description of the supplies or services to be procured and state the reason why such items are required by the program. It will also specify the general method of procurement to be utilized. In cases when more than one purchase order are to be utilized to satisfy a single requirement, such as for the local purchase of food in Central America, a single memorandum may cover more than one purchase order.

C. The PIO or authorizing memorandum specified in (B) above will in all cases show clearance by the Office of the Controller, indicating funding availability. In A.I.D./W it will also have the clearance of a legal advisor.

D. In view of the emergency nature of the program, and the other than commercial aspects dictated by the statute which will effect procurements, normal Agency rules of solicitation and full and open competition will not be followed except where practicable. Most procurements and assistance activities will be accomplished by negotiation. Competitive solicitation will be utilized only when practicable in the judgment of the authorizing officer. Both individuals designated in (A) above will have the authority to specify the method of procurement to be utilized, including modification of source and origin, cargo preference, defense base act, and like requirements.

E. The usual Agency contract, grant, and purchase order forms will be utilized when practicable. Either party mentioned in (A) above has the authority to modify the terms thereof, to facilitate program implementation after clearance by the legal advisor. The task force unit in Honduras and the TFHA contracting officers in A.I.D./W have the authority to use a Purchase Order, forms SF-347 or SF-455, for procurements in an amount of up to \$100,000.

F. A file will be established for each procurement and assistance action, or for each group of purchases specified in the last sentence of (B) above. The file will contain the authorizing document, a short explanation as to how the action was accomplished in regard to solicitation and negotiation, what sources were considered and the basis for selection, how it was established that the price is reasonable, and will contain a copy of the actual procurement or assistance document. TFHA in A.I.D./W and the TFHA unit in Honduras will each keep a master list of procurement and assistance files.

TASK FORCE FOR HUMANITARIAN ASSISTANCE
HONDURAS

September 14,, 1981

AIRCRAFT
OPERATIONAL GUIDELINES

SUBJECT: Criteria for the conduct and operation of Contracted Aircraft working on the TFHA Program in Support of Nicaraguan Democratic Resistance.

Public Law 100-276 which established the current humanitarian assistance program, provides funds for the transportation of "only food, clothing, shelter, medical services and medical supplies and payment for such items and services." The same law explicitly prohibits provision of transportation other than that permitted above. Accordingly, transportation services shall be used only for the following purposes:

1. Shipment of food, clothing (including quartermaster), building materials and medical supplies.
2. Shipment of medical services i.e. movement of patients to medical facilities or movement of medical personnel to the patients. Except for obvious emergency cases, movement of Resistance personnel for medical purposes must have prior approval from a medical personnel.
3. Movement of logistical items to enable the transportation of humanitarian assistance items.
4. Movement of personnel necessary for payment of Family Assistance Payments or Cash for Food.
5. Movement of personnel for effective monitoring and auditing of the program.

The Director TFHA/H or his authorized representative shall be the only person(s) authorized to approve the use of air transport for the operations. Prioritization of the usage of air transport for the above purposes shall be determined by Phillip Buechler, director of TFHA/H or his designee. The pilot(s) may not divert aircraft from approved operations without prior approval of a duly authorized official from the Task Force for Humanitarian Assistance in Honduras (TFHA/H), except for obvious life and death medical emergencies which may arise.

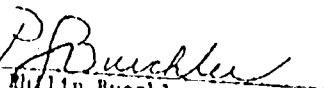
In the event of a medical emergency request in the field in which the pilot cannot certify or verify the nature of the emergency, any diversion of the aircraft must be accompanied with a written request and certification by a properly licenced doctor of medicine noting the nature of the emergency.

All costs for spontaneous rerouting of aircraft without TFHA/H approval or approved medical emergency will be the responsibility of the pilot and/or the ordering person/organization.

All landing of aircraft in remote locations outside of the principal landing zones will be done only if a TFHA/H or Resistance Force Officer accompanies the flight to control ground operations.

Finally, the pilot has strict orders not to carry any weapons or other lethal material. Any attempt by persons to carry or place any such items aboard will delay the flight until they are removed. The pilot has total and sole discretion of this interpretation if contact cannot be made with TFHA/H.

Issuing Officer:


Phillip Buechler, Director

¿AID transporta a "contras"?



YAMALE, Honduras. Rebeldes nicaragüenses corren (foto superior) con sus pertrechos hacia un helicóptero (entorno izquierdo) portados hacia la frontera con Nicaragua (AID) para ser transportados contra el gobierno sandinista. Abajo, los contras se aproximan a abordar la nave, aunque la AID insiste de que no transporta a rebeldes armados como parte del paquete de ayuda humanitaria de EE.UU. La tripulación del helicóptero sacó las armas y no les permitieron subir al darlo cuenta que los periodistas tomaban fotos de la acción. (Las fotos REUTER).

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

OCT 3 1988

MEMORANDUM

TO: D/TFHA, Ted D. Morse
FROM: TFHA, Robert B. Meighan

SUBJECT: TFHA Funding of the real costs of TFHA Employees

As you know, the Task Force for Humanitarian Assistance does not have established positions for employees. Instead, it borrows employees from other units within the Agency on a TDY or detail basis. We are now in the process of recruiting a number of new individuals to staff our office in Honduras. It is not easy to find individuals who desire to serve on the Task Force. The jobs are very difficult, involve long hours and possible separations from family, and are performed in an often hostile environment. We have, however been able to find the people. A more serious problem has been to get the employing overseas mission to agree to release the employee for Task Force duty. A good bit of this reluctance stems from the direct impact which the action will have upon the operating expense budget of the Mission.

When an A.I.D. mission recruits an employee, most of the costs of having that employee at post are charged against the Mission's operating expense budget. Salary is an exception, as all salaries are centrally funded from Washington. Other costs such as travel to post, storing of effects, housing, education, home leave, etc., are charged to the Mission. If TFHA then takes the employee for an extended six month TDY, the Mission loses the services of the employee for that period but could still have to pay all of these costs. Also the Mission has to turn around and find someone to fill in for the absent employee, either TDY or contract. This puts additional pressure on the budget. In effect, the Mission has to pay twice for getting the same job done. As the Task Force only takes what it considers to be the best people, that causes a further mission hardship. In this respect it is not surprising that Missions may discourage employees from volunteering for duty with the Task Force, and seek ways to keep the employee at post if he does volunteer.

Perhaps there is no way to solve the whole problem and some of it has to be considered the cost of carrying out special assignments by means of a temporary Task Force. There should however, be a way to allow the Mission to recoup the funding it loses when the employee leaves on a long TDY. I suggest that when we take an employee, we tally up all the costs which the Mission incurred and is incurring that are associated with the employee. TFHA would then agree to assume from its own operating expenses the residual costs of that individual which are allocable to the time that TFHA had the individual on TDY.

For example, assume that an individual was assigned to post for a two year tour of duty. TFHA then has the individual ordered to duty with the Task Force for a six month period. TFHA would pay twenty five percent of the costs which are associated with the individual in the operating expense budget of the mission. The mission would get no windfall as it would pay all of the costs of the individual for the period during which he was in country working for it. TFHA would pay no costs not properly allocable to its program. It would merely be paying the total costs associated with the individual for the period during which the person was working for TFHA. The mission could then use the savings that it gets by virtue of being reimbursed by TFHA to bring in a replacement on some basis be it TDY or contract. Then at least the mission could avoid the double payment to get one job done.

I assume that the A.I.D. office of financial management would have to work out a method to determine the appropriate mission costs to be reimbursed by TFHA. That office would also have to develop a means of reimbursing the funding to the particular Mission to facilitate obtaining the replacement. I am asking that Linda Tarpeh-Doe coordinate this with FM.

cc: FS/PM:BLind

Clearance:

TFHA:LTarpeh-Doe Yell^{ow} Date 10/4/88

Drafted:TFHA:R^{me}Meighan:ntc:9/29/88:0779A

J. Loskus

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

October 4, 1988

MEMORANDUM

TO: D/TFHA, Ted D. Morse
FROM: TFHA, *Robert B. Meighan*
SUBJECT: Additional benefits for TFHA employees TDY in Honduras.

As you know, the Task Force for Humanitarian Assistance does not have established positions for employees. Instead, it borrows employees from other units within the Agency on a TDY or detail basis. We are now in the process of recruiting a number of new individuals to staff our office in Honduras. It is not easy to find individuals who desire to serve on the Task Force. The jobs are very difficult, involve long hours and possible separations from family, and are performed in an often difficult working environment. All employees who staffed the TFHA/H office during the first six month period of the Task Force have completed their assignments and are returning to their respective jobs. They have done a fine job for the Task Force, and it is not surprising that they do not wish to continue. To insist that they remain would run a significant risk of their burnout, and possible health and family problems. Some USAID Missions have been reluctant to offer replacement employees because of the strain put on the Missions operating expense budget when an employee goes for an extended TDY. If the employee leaves his family at post they must be supported by the Mission even though the employee is not there working.

Given the above, TFHA needs to develop a special policy for employees who are sent to Honduras on long term TDY to work with TFHA/H. As this policy would deviate from normal Agency rules and regulations, an exercise of the TFHA special authority is required to cover the specifics of each case. TFHA is attempting to take employees who are near the end of a tour of duty, and would soon be transferred in any event. This should help reduce costs. In general each employee would be given a choice of the following three arrangements. TFHA would also pay residual costs at post associated with the individual, and allocable to the period during which the employee is working with TFHA.

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1) An employee would be given the option of taking his family with him. TFHA would fund from its operating expense funds the required travel, air freight, schooling in Honduras, storage of effects, etc. TFHA TDY employees in Honduras now get the normal per diem. We are investigating what if any additional amount should be paid for an employee who is accompanied by his family.

2) An employee could elect to have his family leave post and travel to an alternative U.S. destination to stay during the period of the TDY. At the end of the TDY, the family could accompany the employee back to post, or to the employee's ongoing assignment. A Separate maintenance allowance would be payable, as well as necessary travel, air freight, etc. The employee could visit his family once in every six week period. TFHA would pay the travel, and the time would be charged to annual leave.

3) An employee could elect to leave his family at post. During the extended TDY with TFHA/H the employee would be allowed one return trip to post every six weeks. The purpose of the trip would be for family visitation and to consult with the post on details of his work there. The period spent at post would be in working status and would not be charged to leave, unless the employee applies for annual leave and has it approved. Otherwise the employee would be expected to work regular mission hours. TFHA would pay for the travel and related cost.

Recommendation: Section 9013(d) of the 1989 Defense Department Appropriations Act gives the Task Force the authorities contained in Section 4(e) of the prior legislation. That legislation was PL 100-276 dated April 1, 1988. The authority allows TFHA to expend its appropriation notwithstanding and without regard to the provisions of law and regulations relating to the expenditure of Government funds. Pursuant to the delegation of authority signed by Administrator of A.I.D. on April 1, 1988 you have the authority to authorize such an expenditure. It is recommended that you hereby exercise that authority to establish the policy detailed above.

Approved *[Signature]*

Disapproved _____

Date 10/4/88

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LM file

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

MEMORANDUM

DEC 8 1988

TO: D/TFHA, Ted D. Morse
FROM: TFHA, *Robert B. Meighan*
Robert B. Meighan

SUBJECT: Benefits for TFHA Employees TDY in Honduras

On October 4, 1988, you signed a memorandum establishing the TFHA policy concerning subject employees. The purpose of this memorandum is to provide details of that policy as it applies to specific individuals who are joining the Task Force on a TDY basis. Your signature below will confirm and approve those arrangements:

1. Mr. Edward Baker joined the task force TDY from Cairo. His wife and two children will remain at post. Mr. Baker will be able to take a return trip to Cairo once in every six-week period. TFHA will pay the travel and related expenses, including one standard air freight allowance to Honduras.

2. Mr. Stephen Haynes joined the task force TDY from Cairo. He had just started his second tour there in June. His wife is remaining in Cairo for the present, but very soon will accompany him to Tegucigalpa. When time permits, Mr. Haynes wants to return to Cairo to help his wife pack, and then travel with her back to Honduras. TFHA will pay for this travel of Mr. Haynes and his wife, and the standard air freight allowance. It is anticipated that USAID/Cairo may pack and hold or store his HHE as appropriate. Mrs. Haynes, upon arrival in Honduras, is authorized not to exceed 30 days per diem.

3. Mr. Zamora joined the task force TDY from USAID Monrovia. His tour in Liberia is up in August of 1989 and he will be TDY with TFHA/H through March, 1989. Mr. Zamora will return to Monrovia when time permits to help his family pack, and then bring them to Honduras via consultation in AID/W. TFHA will fund the travel costs including standard per diem for Mr. Zamora and his family. The family will be allowed shipment of HHE including air freight, and shipment of a POV now, in lieu of at transfer, funded by TFHA. TFHA will fund school allowances for the two children in Honduras. Mrs. Zamora, upon arrival in Honduras, is authorized not to exceed 30 days per diem. Mr. Zamora will remain on Liberia rolls. At the end of his task force duty, he will be assigned to USAID/Honduras on mid-tour transfer basis with home leave to be taken o/a August 1989.

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4. Leo Pizarro is joining the Task Force from AID/W. He had planned to take up a post in Guatemala. He will proceed now to Tegucigalpa. At an appropriate time, he will return to Washington to help his family pack out. He will then return to duty in Honduras. In the near future when his family travels to Post in Guatemala, he will meet them there and help to get them settled. He will then take up his TDY again in Honduras, and he will be allowed to take one trip back to Guatemala once in every six-week period for family visitation and post consultation. TFHA will pay all of the travel costs for Mr. Pizarro, including one standard air freight allowance to Tegucigalpa, if he so chooses, in lieu of taking his allowance to Guatemala.

5. Mr. Keith Romwall joined the Task Force TDY from Peru. He has traveled to Honduras for this purpose, and his wife remains in Peru. At a suitable time, Mr. Romwall will return to Peru, attending a controller's conference in Miami en route, and help his wife pack out. She will then accompany him to Tegucigalpa. TFHA will pay for the travel of Mr. Romwall and his wife, with the standard air freight allowances to Tegucigalpa and shipment of HHE/POV from Lima to nearest authorized storage point. Mrs. Romwall, upon arrival in Honduras, is authorized not to exceed 30 days per diem.

6. Mr. Bill Schoux will be joining the Task Force TDY from Guatemala. His family will remain in Guatemala; Mr. Schoux will be able to take a return trip to Guatemala once in every six-week period for family visitation and post consultation. TFHA will pay for the travel and related expenses, including one standard air freight allowance to Tegucigalpa.

AUTHORITY

Pursuant to Section 9014(d) of the Department of Defense Appropriations Act of 1989, A.I.D. has been granted the authority contained in Section 4(E) of Public Law 100-276 dated April 1, 1988. Section 4(E) gives A.I.D. extraordinary authority to expend TFHA program funds notwithstanding and without regard to the provisions of law and regulations normally relating to government funds. As Director of TFHA you have been delegated this full authority by the Administrator of A.I.D. by virtue of his delegation of authority, dated April 1, 1988.

Recommendation

That you exercise the above authority to approve TFHA funding of the arrangements herein detailed.

Approved 


Date _____


Disapproved _____

Clearance:

M/PM/FSP/FSP:BLind  Date 12/7/88

TFHA:JLovaas DRAFT Date 10/20/88

TFHA:ERhatigan  Date 10/26/88


TFHA:BMeighan:vlm:10/14/88:Wang 0824A

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Department of State

INCOMING TELEGRAM

PAGE 01 TEGUCI 00293 062354Z 9094 093008 AID9635
ACTION AID-00

ACTION OFFICE TFHA-01
INFO LADR-03 LACE-01 LASA-02 ES-01 AAPF-01 DO-01 /010 A1 WF06
INFO LOG-00 ARA-00 /000 W

P 062356Z JAN 89
FM AMEMBASSY TEGUCIGALPA
TO AMEMBASSY LA PAZ PRIORITY
INFO SECSTATE WASHDC 7955

Bob/John
Why only 5 mos?

ACTION: RM
CC: [initials]
JL
LT
ER

UNCLAS TEGUCIGALPA 00293

AIDAC

LA PAZ PASS TO USAID

DEPT PASS TO TFHA/W

E. O. 12356: N/A

SUBJECT: RESIDUAL COST REIMBURSEMENT FOR EMPLOYEE
DETAILED OR TDYED TO TFHA/HONDURAS

1. IN THE PROCESS OF RECRUITING AND STAFFING THE TFHA/H MISSION, MANAGEMENT AGREED TO ABSORB A PORTION OF THE OE COSTS OF MISSIONS FROM WHICH EMPLOYEES WERE DRAWN. IT IS HOPED THAT THIS WILL HELP TO OFFSET THE MISSION'S COST OF OBTAINING REPLACEMENT SERVICES. THE COSTS TO BE BORNE BY THE TASK FORCE IN THE CASE OF MR. SMITH SHOULD BE CALCULATED AS FOLLOWS:

A. THE FIRST PART REPRESENTS A PRO-RATA SHARE OF THE MISSION'S COSTS ASSOCIATED WITH POST ASSIGNMENT AND ENTITLEMENTS RELATED TO THE EMPLOYEE'S NORMAL TOUR OF DUTY. SPECIFICALLY THESE COSTS INCLUDE POST ASSIGNMENT TRAVEL AND FREIGHT, HOME LEAVE TRAVEL AND FREIGHT AND R&R TAKEN IN CONJUNCTION WITH THE INTERRUPTED TOUR. IT IS REASONED THAT THESE COSTS ARE AMORTIZABLE OVER THE ENTIRE TOUR OR TOURS IF A TWO TOUR POST. MR. SMITH ARRIVED AT POST (BOLIVIA) 2/88 AND HIS TOUR IS SCHEDULED TO END 2/90. OF THIS 24 MONTH PERIOD, HE WILL BE ASSIGNED TO THE TASK FORCE, ON TDY, FOR 5 MONTHS. THEREFORE, THE APPLICABLE PRO-RATA RATIO IS 5/24 OR 21 PERCENT. THIS RATIO SHOULD BE APPLIED TO ACTUAL COSTS OF POST ASSIGNMENT TRAVEL AND FREIGHT AND R&R TRAVEL.

Only 5 mos!

B. THE SECOND PART OF THE COMPUTATION OF REIMBURSABLE COSTS DEALS WITH THE DIRECT COSTS OF MAINTAINING MR. SMITH'S HOUSING IN LA PAZ FROM THE DATE OF HIS DEPARTURE (1/11/89) UNTIL HIS SCHEDULED RETURN TO POST (5/31/89). THIS AMOUNT SHOULD REPRESENT ACTUAL LOA/MISSION LEASE COSTS DURING THIS PERIOD.

3. PLEASE PROVIDE TFHA/H CONTROLLER WITH DETAILED CALCULATIONS FOR REIMBURSABLE COSTS, AS DEFINED ABOVE, SO THAT WE CAN PROVIDE AN FY89 OE FUND CITE TO USAID/PERU. THE MISSION CAN THEN PREPARE AN AOC AGAINST TFHA COUNTRY CODE 594 TO OFFSET CURRENT YEAR OE EXPENSES. TFHA FUNDING ENDS MARCH 31, 1989. THEREFORE COMPUTATIONS MUST REACH TFHA/H NO LATER THAN 15 FEB 1989 AND AOC'S MUST BE ATTACHED TO PERU'S U-101 FOR FEBRUARY OR MARCH AT THE LATEST.

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TELEGRAM

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ACTION AID-00

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ACTION OFFICE TFHA-01

INFO LADP-02 LADR-03 LACE-01 LASA-02 ES-01 AAPF-01 00-01
/012 A1 WF06

INFO LOG-00 ARA-00 /000 W

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P 062355Z JAN 89
FM AMEMBASSY TEGUCIGALPA
TO AMEMBASSY LIMA PRIORITY
INFO SECSTATE WASHDC 7954

UNCLAS TEGUCIGALPA 00292

AIDAC

LIMA PASS TO USAID

DEPT PASS TO TFHA/W

E.O. 12356: N/A
SUBJECT: RESIDUAL COST REIMBURSEMENT FOR EMPLOYEE
DETAILED OR TDYED TO TFHA/HONDURAS

1. IN THE PROCESS OF RECRUITING AND STAFFING THE TFHA/H MISSION, MANAGEMENT AGREED TO ABSORB A PORTION OF THE OE COSTS OF MISSIONS FROM WHICH EMPLOYEES WERE DRAWN. IT IS HOPED THAT THIS WILL HELP TO OFFSET THE MISSION'S COST OF OBTAINING REPLACEMENT SERVICES. THE COSTS TO BE BORNE BY THE TASK FORCE IN THE CASE OF MR. ROMWALL SHOULD BE CALCULATED AS FOLLOWS:

A. THE FIRST PART REPRESENTS A PRO-RATA SHARE OF THE MISSION'S COSTS ASSOCIATED WITH POST ASSIGNMENT AND ENTITLEMENTS RELATED TO THE EMPLOYEE'S NORMAL TOUR OF DUTY. SPECIFICALLY, THESE COSTS INCLUDE POST ASSIGNMENT TRAVEL AND FREIGHT, HOME LEAVE TRAVEL AND FREIGHT AND R&R TAKEN IN CONJUNCTION WITH THE INTERRUPTED TOUR. IT IS REASONED THAT THESE COSTS ARE AMORTIZABLE OVER THE ENTIRE TOUR OR TOURS IF A TWO TOUR POST. MR. ROMWALL ARRIVED AT POST (PERU) 1/87 AND HIS TOUR IS SCHEDULED TO END 4/89. OF THIS 28 MONTH PERIOD, HE WILL BE ASSIGNED TO THE TASK FORCE, ON TDY, FOR 7 MONTHS. THEREFORE, THE APPLICABLE PRO-RATA RATIO IS 7/28 OR 25 PERCENT. THIS RATIO SHOULD BE APPLIED TO ACTUAL COSTS OF POST ASSIGNMENT TRAVEL AND FREIGHT AND R&R TRAVEL. THE TASK FORCE HAS ABSORBED THE ENTIRE COST OF PACKING, SHIPPING AND STORAGE OF HHE AND UNACCOMPANIED AIR BAGGAGE AS WELL AS THE TRAVEL COSTS OF THE EMPLOYEE AND HIS SPOUSE WHICH WOULD HAVE BEEN A HOME LEAVE TRAVEL EXPENSE CHARGEABLE TO USAID/PERU.

B. THE SECOND PART OF THE COMPUTATION OF REIMBURSABLE COSTS DEALS WITH THE DIRECT COSTS OF MAINTAINING MR. ROMWALL'S SPOUSE IN LIMA FROM THE DATE OF HIS DEPARTURE (10/8/88) UNTIL MRS. ROMWALL'S DEPARTURE (11/5/88). THIS AMOUNT SHOULD REPRESENT ACTUAL LOA COSTS DURING THIS PERIOD.

3. PLEASE PROVIDE TFHA/H CONTROLLER WITH DETAILED CALCULATIONS FOR REIMBURSABLE COSTS, AS DEFINED ABOVE, SO THAT WE CAN PROVIDE AN FY89 OF FUND CITE TO USAID/PERU. THE MISSION CAN THEN PREPARE AN AOC AGAINST TFHA COUNTRY CODE 594 TO OFFSET CURRENT YEAR OE EXPENSES. TFHA FUNDING ENDS MARCH 31, 1989, THEREFORE COMPUTATIONS MUST REACH TFHA/H NO LATER THAN 15 FEBRUARY 1989 AND AOC'S MUST BE ATTACHED TO PERU'S U-101 FOR FEBRUARY OR MARCH AT THE LATEST.

ACTION: RM
CC: *[Signature]*
JL
ER
LT

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Department of State

OUTGOING
TELEGRAM

PAGE 01 STATE 011421 8975 096509 AID4504
ORIGIN AID-00

ORIGIN OFFICE TFHA-01
INFO LACO-01 LASA-02 LAEM-02 PDPR-01 SMO-02 ES-01 AAPF-01
MS-03 FPA-02 FM-02 RELO-01 AMAD-01 /020 A0
INFO LOG-00 ARA-00 /000 R

DRAFTED BY: AID/TFHA: RMEIGHAN: ML
APPROVED BY: AID/TFHA: TMORSE
PFM/FM, LAC/CONT (INFO)

-----141705 130411Z /38

R 130327Z JAN 89
FM SECSTATE WASHDC
TO AMEMBASSY LIMA
INFO AMEMBASSY TEGUCIGALPA

UNCLAS STATE 011421

AIDAC

E. O. 12356: N/A

TAGS:

SUBJECT: RESIDUAL COST REIMBURSEMENT FOR EMPLOYEES
DETAILED TO TFHA.

REFERENCE: (A) TEGUCIGALPA 00292, (B) LIMA 00238

TFHA WASHINGTON HAS RECEIVED INFO COPIES OF REF (A) AND
REF (B). USAID LIMA UNDERSTANDING STATED PARA 2 REF (B)
IS NOT CORRECT. TFHA OPERATING EXPENSES ARE AVAILABLE
TO FUND THE OPERATIONS OF TFHA ONLY AND NOT A. I. D.
ACTIVITIES IN GENERAL. WHEN EMPLOYEES ARE DETAILED TO
TFHA, TFHA CAN FUND THE DIRECT AND RESIDUAL COSTS OF
THOSE EMPLOYEES. REF (A) STATES THE POLICY TO
ACCOMPLISH THIS WHICH IS BEING APPLIED TO ALL MISSIONS
FROM WHICH EMPLOYEES HAVE BEEN DETAILED TO TFHA.
REQUEST USAID LIMA RESPOND TO REF (A) SO THAT
APPROPRIATE OPERATING EXPENSE FUNDS CAN BE MADE
AVAILABLE BY TFHA/H. IT IS HOPED THAT THIS WILL HELP TO
OFFSET THE MISSION'S COST OF OBTAINING REPLACEMENT
SERVICES. SHULTZ

cc: (RM)
TM
LT
JL
TB
ER

ACTION
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Department of State

INCOMING
TELEGRAM

PAGE 01 TEGUCI 02078 032308Z 4317 002971 AID1975
ACTION AID-00

ACTION OFFICE TFHA-01
INFO LADP-02 LACO-01 LACE-01 ANEG-02 AAPF-01 FM-02 RELO-01
DO-01 TELE-01 DOE-01 /014 A2 FR03

INFO LOG-00 NEA-04 ARA-00 /004 W
-----003010 032312Z /38

O 032306Z FEB 89
FM AMEMBASSY TEGUCIGALPA
TO AMEMBASSY CAIRO IMMEDIATE
SECSTATE WASHDC IMMEDIATE 8736

UNCLAS TEGUCIGALPA 02078

AIDAC

CAIRO PASS TO CONTROLLER FOR J. BRODY

DEPT PASS TO TFHA/W FOR LINDA TARPEH-DOE

E. O. 12356: N/A

TAGS: AFIN

SUBJECT: RESIDUAL COST REIMBURSEMENT FOR EMPLOYEE
DETAILED TO TFHA/HONDURAS

REF: (A) TELECON TARPEH-DOE/ROMWALL, 2/1/89, (B)
TEGUCIGALPA 00272, (C) TEGUCIGAPLA 00266

1. TFHA/H UNDERSTANDS PER REF (A) THAT CAIRO IS
REQUESTING ADDITIONAL INSTRUCTIONS ON HOW TO CHARGE
FUND CITES PROVIDED IN REF (B). PLEASE REFER TO REF
(C), PARA 3, WHICH STATES THAT USAID/CAIRO SHOULD
PREPARE AN AOC TO OFFSET CURRENT YEAR (FY89) OE
EXPENSES AGAINST THE FUND CITE PROVIDED. THE AMOUNT
AUTHORIZED IN REF (B) IS DOLLARS 24 992.00, AND MUST
BE USED TO OFFSET USAID/CAIRO EXPENSE NO LATER THAN
THE END OF MARCH AND INCLUDED ON THE UI01 REPORT FOR
THE CORRESPONDING PERIOD. TFHA/H CONTROLLER SUGGESTS
THAT USAID/CAIRO PREPARE A JV FOR EXPENSES ALREADY
INCURRED, TO TRANSFER THE CHARGES TO THE TASK FORCE
FUND CITE, ALONG WITH AN AOC TO COUNTRY CODE 894.

2. PLEASE ADVISE TFHA/H CONTROLLER, AMEMBASSY
TEGUCIGALPA, IF STILL IN DOUBT, REGARDS. BRIGGS

Action: LT
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CC:TH
Jm

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ACTION COPY

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Department of State

1/6/89

INCOMING TELEGRAM

PAGE 01 TEGUCI 00266 062201Z 8613 092917 AID9568

TEGUCI 00266 062201Z 8613 092917 AID9568

ACTION AID-00

DIRECT COSTS ARE REIMBURSABLE FOR HOUSING EXPENSES FOR MRS. HAYNES FOR THE PERIOD OF TIME SHE REMAINED AT POST AFTER THE DEPARTURE OF MR. HAYNES.

ACTION OFFICE TFHA-01
INFO LADR-03 LACE-01 AREG-02 ANTR-06 DO-01 EA-01 /015 A1 WFOG

INFO LOG-00 NEA-04 ARA-00 /004 W
-----144715 062208Z /38

P 062202Z JAN 89
FM AMEMBASSY TEGUCIGALPA
TO AMEMBASSY CAIRO PRIORITY
INFO SECSTATE WASHDC 7933

ACTION: RM
CC: LT
TM
ER
JL

UNCLAS TEGUCIGALPA 00266

AIDAC

CAIRO PASS TO USAID

3. PLEASE PROVIDE TFHA/H CONTROLLER WITH DETAILED CALCULATIONS FOR REIMBURSABLE COSTS FOR EACH EMPLOYEE SO THAT WE CAN PROVIDE AN FY89 OE FUND CITE TO USAID/CAIRO. AMOUNTS MUST BE SPECIFICALLY PROVIDED IN FUND CITES. WE ARE UNABLE TO PROVIDE OPEN FUND CITES WITH AMOUNTS TO BE DETERMINED LATER BECAUSE TFHA FUNDING ENDS MARCH 31, 1989. THE MISSION CAN THEN PREPARE AN AOC AGAINST TFHA COUNTRY CODE 594 TO OFFSET CURRENT YEAR OE EXPENSES. COMPUTATIONS MUST REACH TFHA/H NO LATER THAN 15 FEB 1989 AND AOC'S MUST BE ATTACHED TO THE CAIRO'S U-101 FOR FEBRUARY OR MARCH AT THE LATEST.

PENFOLD

DEPT PASS TO TFHA/W

E.O. 12356: N/A
SUBJECT: RESIDUAL COST REIMBURSEMENT FOR EMPLOYEES
DETAILED OR TDYED TO TFHA/HONDURAS

1. IN THE PROCESS OF RECRUITING AND STAFFING THE TFHA/H MISSION, MANAGEMENT AGREED TO ABSORB A PORTION OF THE OE COSTS OF MISSIONS FROM WHICH EMPLOYEES WERE DRAWN. IT IS HOPED THAT THIS WILL HELP TO OFFSET THE MISSION'S COST OF OBTAINING REPLACEMENT SERVICES. THE COSTS TO BE BORNE BY THE TASK FORCE IN THE CASE OF MR. BAKER SHOULD BE CALCULATED AS FOLLOWS:

A. THE FIRST PART REPRESENTS A PRO-RATA SHARE OF THE MISSION'S COSTS ASSOCIATED WITH POST ASSIGNMENT AND ENTITLEMENTS RELATED TO THE EMPLOYEE'S NORMAL TOUR OF DUTY. SPECIFICALLY, THESE COSTS INCLUDE POST ASSIGNMENT TRAVEL AND FREIGHT, HOME LEAVE TRAVEL AND FREIGHT AND R&R TAKEN IN CONJUNCTION WITH THE INTERRUPTED TOUR. IT IS REASONED THAT THESE COSTS ARE AMORTIZABLE OVER THE ENTIRE TOUR OR TOURS IF A TWO TOUR POST. MR. BAKER ARRIVED AT POST (CAIRO) 2/86 AND HIS TOUR IS SCHEDULED TO END 6/89. OF THIS 32 MONTH PERIOD, HE WILL BE ASSIGNED TO THE TASK FORCE, ON TDY, FOR 6 MONTHS. THEREFORE, THE APPLICABLE PRO-RATA RATIO IS 6/32 OR 18.75 PERCENT. THIS RATIO SHOULD BE APPLIED TO ACTUAL COSTS OF POST ASSIGNMENT TRAVEL AND FREIGHT AND R&R TRAVEL. IN ADDITION, USAID/CAIRO SHOULD MAKE A REASONABLE ESTIMATE OF THE COSTS ASSOCIATED WITH MR. BAKER'S HOME LEAVE TRAVEL AND FREIGHT FROM THE MISSION TO HIS HOME LEAVE POST, WHICH WILL NOT OCCUR UNTIL THE END OF HIS TOUR. TFHA WILL BEAR THE COST OF THE SAME PRO-RATA SHARE OF THIS COST.

B. THE SECOND PART OF THE COMPUTATION OF REIMBURSABLE COSTS DEALS WITH THE DIRECT COSTS OF MAINTAINING MR. BAKER'S FAMILY IN CAIRO. THIS AMOUNT REPRESENTS ACTUAL COSTS OF HOUSING AND EDUCATION ALLOWANCES FOR THE ACTUAL PERIOD OF MR. BAKER'S TDY.

2. IN THE CASE OF MR. HAYNES, THE APPLICABLE RATIO IS 10 PERCENT BASED ON HIS ARRIVAL DATE OF 6/55 AND END OF TOUR DATE 6/90 AND 6 MONTH TDY STATUS. BECAUSE MR. HAYNES WILL NOT RETURN TO POST AT THE END OF HIS TDY (3/89) AND WILL NOT BE ELIGIBLE FOR HOME LEAVE AT THAT TIME, USAID/CAIRO'S CALCULATIONS SHOULD NOT INCLUDE AN ESTIMATE FOR END OF TOUR HOME LEAVE (TFHA/H HAS PROVIDED FUND CITES TO COVER PACKING AND SHIPPING OF HHE). ALSO, SINCE MR. HAYNES HAS NOT TAKEN AN R&R DURING THE TOUR OF DUTY INTERRUPTED BY HIS TDY TO THE TASK FORCE, THE COMPUTATION SHOULD NOT INCLUDE ANY AMOUNTS FOR R&R.

UNCLASSIFIED

144715

MEMORANDUM

DATED : April 4, 1989
TO : Ed Rhatigan, TFHA/W/EXO
FROM : N. Keith Romwall, TFHA/H/CONT

SUBJECT : Meeting with JAO and USAID/Honduras EXO on status and support of TFHA/H staff.

A meeting was held with Robert Austin, JAO; James Donnelly, USAID/EXO; Brett Miller, TFHA/H/EXO; and Keith Romwall, TFHA/H/CONT, on Tuesday, April 4, 1989, from 14:15 to 15:15, in the JAO office. The following points were discussed before the meeting was adjourned at the request of Mr. Austin and Mr. Donnelly:

Attache/Diplomatic status of TFHA employees

Mr. Austin stated that an agreement had been reached with the USAID Deputy Director, and cleared by the USAID legal advisor, to present the Task Force employees to the Foreign Ministry as either AID Officers or simply AID Employees, depending on their status as USDH or USPSC's. Bob said that he had not had time to do the actual presentation letters but claimed that they are very simple and would be done in the near future. Brett offered whatever assistance was needed from the Task Force in the typing or preparation of the documents and Bob said he would let him know if any help was needed. The matter of whether the formal Diplomatic note for Bill Schoux was necessary was brought up, especially in light of the short time remaining on his TDY, and after some discussion it was decided to go ahead with this procedure.

Housing and furniture

The housing and furniture question is somewhat confusing because of the variety of needs of the TFHA employees. One thing, however, was clear. Neither the JAO nor the USAID have the capacity to provide furniture and/or appliances for Task Force employees, according to Austin and Donnelly. Donnelly claims that he is currently looking for 4 or 5 houses and needs a total of 16 additional leases to meet the needs of his contingent. He further claims that the average time for moving a USAID employee into a Mission leased house is 6 months. Austin specifically stated that the Embassy does not have the budgetary resources to provide the housing and furniture needs of the Task Force. In my opinion this situation forecloses the option of getting staff support from either the JAO or the USAID. This is partially due to the fact that the housing requirements for the physical plant i.e. space, security, location, etc. is more strictly defined for Mission leases than it would be for individuals on TDY who are able to rent according to their needs without being bogged down by the regulations. Suitable houses to meet the strict Mission criteria are scarce and expensive.

9

This still leaves the problem of furniture and appliances. Three options are available as I see it. Individuals can be left to their own devices and be responsible for renting furnished, or partially furnished, or buying or renting furniture and appliances. The main problem with this is that major appliances are extremely expensive and of inferior quality. Furnished houses with suitable appliances are next to impossible to find, particularly for employees with families. The second option is for the Task force to provide housing and furniture through its own EXO operation and require the employee to forfeit 1/2 of his/her per diem. This would be equivalent to establishing a GSO operation within the Task Force and would be hard to justify considering the TDY status and relatively short term of the Task Force assignments. If it is decided that employees are to be assigned to Honduras and go off of TDY status, a Task Force GSO would be essential since neither the USAID nor the Embassy GSO would be able to absorb our staff. Such a shift in status would also require shipping and receiving HHE, POV's and a raft of other administrative considerations. The third option is for the Task Force to procure appliances and/or furniture for the use of Task Force employees during the term of their TDY assignment. At the end of the program whatever was purchased could either be turned over to the Mission or sold with the proceeds being returned to the Treasury. It is likely that at auction the government would recoup all, or nearly all, of the costs. What, if any, fee or charges which would be assessed to the benefiting employees would have to be decided. The third option, I believe would be preferred.

Duty free imports

According to Bob Austin, the duty free privileges of the Task Force employees would be established by the AID Officer/Employee status. He indicated that customs clearance assistance would be available to employees in the same manner as normal Mission personnel. Time did not permit us to address any limitations which may be imposed, such as possible limits on imports or limits on the time frame for importing after arrival at post. Nor did we discuss specific items, such as cars. It is assumed at this point that we would be on the same basis as any other Mission employee.

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Reverse Accommodations

Bob Austin was very reluctant to agree to reverse accommodation exchange privileges for Task Force personnel. He stated that because we are making so much money on per diem that we should be willing to take a substantial loss on whatever we had to purchase during our assignment. In fact he said "...you should be willing to push it out in the street and walk away." His attitude is punitive and highly prejudicial. Brett thinks that he will soften on this (I hope so but I'm not so sure) and we left the issue without fully resolving our differences; intending to come back to reverse accommodations. If anything in our negotiations will require intervention from the Ambassador, this is it. If we have to buy furniture, appliances, etc., especially those items purchased with local currency, we should be allowed to sell them when we leave. Since we are not bringing in HHE and have UAB limitations it is unreasonable to deny us the right to sell what we have to buy and which we couldn't take out, even if we wanted to. Per diem and reverse accommodations are separate issues and Austin's arbitrary linkage is untenable.

Summary

Apparently Austin and/or Donnelly are unable to continue our discussions until next week sometime (unspecified). In the mean time, since the clock is running, it would be helpful if we, the Task Force, could fix our policy based on what we know now. The members of the Task Force want to stay on per diem. Per diem is not only compensation for being temporarily away from a fixed post or home, in this case it is a partial inducement to serve on the Task Force and making fairly long term commitments which require quality of life, career and other personal sacrifices. It is clear that an assignment for 1 year or less can not be accompanied by all of the rights and privileges of a normal 2 or 4 year posting. It is also clear that the Mission (USAID & Embassy) would be unable to provide housing for all of the Task Force members in anything like a reasonable time frame. Employees can find housing without the assistance of the Mission but can not deal easily with the furniture and appliance situation. The Task Force should decide if it can or will buy appliances and/or furniture to alleviate this problem. The issue of duty free imports and "status" have been resolved in theory, All that is lacking is some specific actions by the Embassy JAO. The issue of reverse accommodations is still very much an issue but does not have the urgency of housing and furniture.

Clearances: WPSchoux, DIR _____
BMiller, EXO-----

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON, D.C. 20523

RM

MEMORANDUM OF MEETING

JUN - 5 1989

TO: D/TFHA, Ted D. Morse

FROM: D/D TFHA, Robert B. Meighan

SUBJECT: Benefits for TFHA Employees on Long-Term TDY in Honduras

By memoranda, same subject, dated October 4, 1988, and December 8, 1988, TFHA established benefits for employees' TDY in Honduras. The purpose of this memorandum is to provide for two additional situations which have arisen.

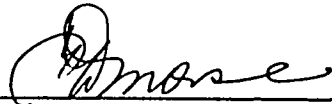
1. Established Task Force policy is to keep employees who are on long-term TDY in Honduras on per diem for the length of the TDY. If the employee is joined by a spouse, the spouse is given one month per diem to allow time to get settled. This policy allows an employee, with or without spouse, to stay in a hotel or other lodging of their choosing without being out of pocket. The policy is working and should remain as is. A different policy, however, is required in regard to the TFHA Director, and employees who bring families with children. It is not realistic to expect families with children to live for six months or longer in a hotel room or guesthouse. That family needs a house to have room for the children. We presently have one family in Tegucigalpa with children, and probably several more coming soon. At least one is not a willing volunteer, but was drafted by the Task Force. Similarly, the TFHA Director often has to meet with Resistance members or representatives of private organizations after working hours. For security reasons, those individuals are not allowed into the Director's office at the Embassy during such hours. The Director also needs a house to facilitate these after hours business contacts. A.I.D. regulations on per diem found in Handbook 22, Chapter 6, Section 6(B)(4) provide for a reduction of 50% in per diem paid to an individual when living quarters are furnished.
2. There is no acceptable high school available in Tegucigalpa. Persons stationed there with A.I.D. or the Embassy are allowed to send high school students away to school, and can be reimbursed for tuition up to \$17,000 per year. Some of our long-term TDY employees are still officially stationed in places which do have a high school available, and employees there either are not allowed away from post schooling, or the amount of reimbursement is limited to the tuition of the local high school. TFHA/H employees who are present in country with a family should be allowed to follow the local regulation in regard to attending high school away from post.

AUTHORITY

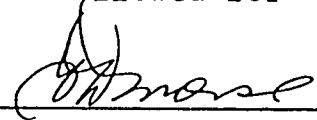
Pursuant to Section 8(c) of Public Law 101-14 dated April 18, 1989, A.I.D. has been granted the authority contained in Section 4(E) of Public Law 100-276 dated April 1, 1988. Section 4(E) gives A.I.D. extraordinary authority to expend TFHA program funds notwithstanding and without regard to the provisions of law and regulations normally relating to government funds. As Director of TFHA, you have been delegated this full authority by the Administrator of A.I.D. by virtue of his delegation of authority, dated April 1, 1988.

RECOMMENDATION

That you authorize the provision of housing for the TFHA/H Director and for direct hire TDY Task Force employees in Honduras who have children at post, provided that the employees agree to a reduction by 50% of per diem paid.

APPROVED 
DISAPPROVED _____
DATE 6/2/89

That you authorize payment of the away-from-post school allowance for TDY direct hire Task Force employees in Honduras who send high school students away to school, payable at the rates allowed for regular USAID employees in Honduras.

APPROVED 
DISAPPROVED _____
DATE 6/2/89

OCT - 4 1989

TO: Sharon Isralow, TFHA
FROM: *Rob B. Meighan*
Robert Meighan, TFHA
SUBJECT: Basic Grantee Policies Necessary for Effective Audit

As per our recent discussions, the legislative program being developed to support the election process in Nicaragua will probably have to have a system established for concurrent audit. I think that a number of the subgrantees will be newly established organizations that will not have much experience dealing with U.S. Government funding, and Task Force accountability standards. The audit system will only work if the subgrantees know what papers they will have to have to show the auditors, and if they do in fact have those papers. Besides the normal accounting records and receipts showing the specific use of funds, I would suggest that each one should specifically agree in writing to maintain the following.

1. PHONE CALLS. Procedures for authorizing long distance phone calls by specific management officers, with a log showing who placed the call, who the call was to, and the nature of the business conducted.
2. HIRING POLICY. There should be a written delegation to persons who are allowed to hire employees. There should be an approved staffing plan against which hiring is done. No casual employees will be paid outside of this plan. For each employee there should be a written memo as to how the employee was selected, and how the salary was determined. All salaries will be within 10% of the persons salary history kept on file. No person will be paid more than the equivalent of U.S. \$25,000 per year. Both the employer and employee will have a written job description detailing the tasks to be performed, terms of employment, hours to be worked, place of employment, tools or equipment to be supplied, and any benefits to be received.
3. TRAVEL POLICY. There should be a written delegation as to who can authorize trips. Each trip must have prior authorization in writing stating, the purpose of the travel, who is to go, where he is to go, and how long he is expected to stay. Per diem rates should be published, and should not exceed rates for local Embassy employees, including rates for use of POVs. After each trip the traveller must file in writing a statement that he did take the trip, attaching his ticket if one was purchased. He must claim amounts due and be sure that any advances are cleared.

4. PROCUREMENT POLICY. Specific authority should be delegated to authorize procurement. It should state what items and dollar limits apply. Procurements should be competitive if at all possible, and all procurements will have a written record as to how the supplier was chosen, how the price was established and how it was determined that the price was reasonable. For each purchase the file will contain a receipt for funds paid, description of the item, and terms of the purchase including number of items, delivery and payment terms.

5. INVENTORY. One person in the organization will be appointed to take a monthly survey of all A.I.D. financed property, and to keep an up to date inventory list with the location of the property and its condition.

6. VEHICLES. If vehicles are supplied, then a vehicle use policy will be required. Each vehicle should have a log to show compliance with that policy.

MEMORANDUM

TO : Ted Morse, D/TFHA
 FROM: *Robert B. Meighan*
 Robert B. Meighan, D/DIR/TFHA
 SUBJECT: Benefits for TFHA Employees - Proposed Revision
 REF : Meighan/Morse Memorandum dated 10/4/88

As you know, it was previously agreed that TFHA personnel in the field would be authorized family visitation travel once every six weeks, if families remained at the employees' original posts or had returned to the U.S. While a number of TFHA employees eventually brought dependents to post, those who did not have been authorized travel as noted above. In such cases, family visitation has been approved in conjunction with consultations. This has effectively meant that the Task Force covers the cost of a roundtrip ticket as well as per diem for the employee during the travel period.

Recently, Robert Adams requested Task Force approval of his wife's travel to post from the Washington area in lieu of his travel to Washington. Though not originally authorized in the referenced approved memorandum, this variation on the family visitation theme appears to be a cost effective alternative to our present system. In this case, the TFHA would pay only for the roundtrip travel, and would save the per diem costs normally paid to the employee. Further, approval keep Adams at post during a period of particular importance to Task Force operations.

AUTHORITY

Pursuant to Section 8(c) of Public Law 101-14 (April 18, 1989), A.I.D. has been granted the authority contained in Section 4(E) of Public Law 100-276 dated April 1, 1988. Section 4(E) gives A.I.D. extraordinary authority to expend TFHA program funds not withstanding and without regard to the provisions of law and regulations normally relating to government funds. As Director of the TFHA you have been delegated this full authority by the Administrator of A.I.D. by virtue of his delegation of authority, dated April 1, 1988.

RECOMMENDATION

That you exercise the above authority to approve TFHA funding of the arrangements herein detailed.

Approved *[Signature]*

Date 10/4/89

Disapproved _____

Drafter: B. Chessin, EXO/TFHA *[Signature]*

NOV 13 1989

MEMORANDUM

TO: B. Chessin, EXO/TFHA
FROM: Robert B. Neighan GC/TFHA
SUBJECT: Vehicle Accident Payment Policy
REF: Your Memo Same Subject Dated October 11, 1989

I have reviewed your memo, and the materials sent up by Dick Thatcher, in regard to the automobile accident of Ed Baker on August 16, 1989. I cannot see from the facts presented that there was any negligence alleged on the part of Mr. Baker, nor do I know of any legal basis for charging him for the damage. He apparently took evasive action to protect the life and physical integrity of himself and his passenger. That does not seem to me to be reprehensible conduct for which one should be made to suffer a pecuniary loss. I note that this conclusion is consistent with the USAID regulation which you also furnished me.

From the beginning of our program to the present, we have taken employees on very long TDYs. In the great majority of the cases we did not ship cars. We hoped that the employees could use TFHA rented vehicles, at a charge, and make due. That policy continues to the present day. At no time did we establish a policy of holding employees responsible for damage to vehicles, especially in the absence of any negligence on the employees part. I don't see that it has anything to do with anything, what one employee voluntarily did in the past. I don't know the circumstances of that incident.

If the Task Force feels that it should have more protection, then the answer seems simple. Buy insurance.

TFHA:RNeighan:cc: 11/13/89: #2427B

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APPR:	TM	<u>RM</u>
DRAFT:	RM	<u>RM</u>
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OTHER:		_____

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AID/TFHA:RMEIGHAN:VLM:2842B
 6/7/90 647-0457
 AID/TFHA:TMORSE

ROUTINE TEGUCIGALPA

AIDAC PASS TO RON VENEZIA

E.O. 12356: N/A

TAGS:

SUBJECT: SPLIT SHIPMENTS OF HHE AND POV

REF: TEGUCIGALPA 09932

AS INDICATED REFCABLE, IT HAS BEEN THE GENERAL POLICY OF TFHA TO INSURE THAT EMPLOYEES SERVING ON LONG TERM TDY IN HONDURAS ARE NOT DISADVANTAGED AS A RESULT OF THEIR DUTY WITH THE TASK FORCE. TFHA/W HAS UTILIZED ITS SPECIAL AUTHORITY PURSUANT TO SECTION BC OF PUBLIC LAW 101-14 (APRIL 18, 1989) TO ESTABLISH SPECIAL PROCEDURES TO THAT END. ASSUMING THAT FUNDS ARE AVAILABLE, TFHA CONCURS IN THE PROCEDURES SUGGESTED REFCABLE FOR EMPLOYEES WHO ARE TDY FROM AID/W OR FROM OTHER POSTS. SPLIT SHIPMENTS AUTHORIZED SHOULD NOT EXCEED THE TOTAL ORIGINALLY AVAILABLE WEIGHT ALLOWANCE. YY

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Action ~~RM~~ INCOMING TELEGRAM
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PAGE 01 TEGUCI 09932 3020532 4771 053311 AID2931

TEGUCI 09932 3020532 4771 053311 AID2931
TFHA WISHES TO FOLLOW EMBASSY POLICY.

ACTION AID-00

STATION OFFICE TFHA-01
INFO PDPR-01 TRAV-01 PM-07 ES-01 LAO1-04 FMAD-02 AMAD-01
FMAD-01 /019 AB 30/2236Z

INFO LOG-00 /001 W
-----066753 302058Z /38

P 302053Z MAY 90
FM AMEMBASSY TEGUCIGALPA
TO SECSTATE WASHDC PRIORITY 2172

7. BECAUSE THE ABOVE APPLIES TO NEARLY ALL THE USDH EMPLOYEES IN TFHA/H, AND TO OBTIATE THE POSSIBILITY OF THEIR BEING PENALIZED UPON ARRIVAL AT THEIR NEW POST OR RETURN TO AID/W, IT WOULD BE APPRECIATED IF DISPENSATION COULD BE GRANTED TO ALLOW THESE EMPLOYEES TO MAKE SHIPMENTS AS MENTIONED HEREIN.

ARCOS

UNCLAS TEGUCIGALPA 09932

AIDAC

DEPT PASS TO TFHA/W

E.O. 12356: N/A
SUBJECT: SPLIT SHIPMENTS OF HHE AND POV

REF: THACHER/MEIGHAN TELECON OF 5/30/90

1. TFHA/W OPINION IS REQUESTED ON HOW TO AVOID EMPLOYEES SERVING IN TFHA/H, AND NOW MOVING TO NEW POSTS, BEING DISADVANTAGED BY HAVING BEEN HERE ON LONG-TERM TDY FROM ANOTHER OVERSEAS POST.
2. AS AN EXAMPLE, SPENCER SILBERSTEIN CAME HERE ON TDY FROM INDIA. PRIOR TO LEAVING INDIA, HE SOLD HIS POV. WHEN HIS FAMILY JOINED HIM HERE, HIS HHE IN INDIA WERE PACKED AND STORED IN ELSO, ANTWERP, BELGIUM (APPROX 5,800 LBS). SILBERSTEIN WILL SHORTLY BE LEAVING TEGUCIGALPA FOR HL/TRF TO JAKARTA AFTER HAVING SPENT 14 MONTHS WITH TFHA/H.
3. DURING THIS PERIOD OF TIME, SILBERSTEIN HAS ACQUIRED ADDITIONAL HHE AND PERHAPS MIGHT WANT TO PURCHASE MORE (AND A POV) WHILE IN THE USA ON HL WHICH HE WOULD LIKE TO SHIP TO HIS NEW POST.
4. AS YOU ARE AWARE, AN INDIVIDUAL TRANSFERRING FROM ONE POST TO ANOTHER WOULD NORMALLY BE ALLOWED TO SHIP HHE AND POV FROM, AS IN SILBERSTEIN'S CASE, INDIA TO JAKARTA. IF SHIPPED FROM ANOTHER POINT, IT WOULD BE DONE ON A COST CONSTRUCTIVE BASIS. THE PROBLEM FOR TFHA EMPLOYEES IS THAT SUCH A COST CONSTRUCTIVE BASIS WILL RESULT IN A SIGNIFICANT COST TO THE EMPLOYEE FOR THOSE HHE WHICH WERE REQUIRED, BY NECESSITY, AS TDY ASSIGNMENTS WERE EXTENDED.
5. ACCORDINGLY, GIVEN THE EXTRAORDINARY CIRCUMSTANCES THAT MANDATED THE LONG-TERM TDY ASSIGNMENT OF USDH EMPLOYEES TO TFHA/H, WE BELIEVE THESE EMPLOYEES WILL BE DISADVANTAGED BY THE NECESSITY OF HAVING TO SET UP A SECOND HOUSEHOLD HERE AND THEN NOT ALLOWING THEM TO SHIP ADDITIONAL HHE ACQUIRED (UP TO THEIR TOTAL AUTHORIZED WEIGHT LIMITATION) AND A POV FROM TEGUCIGALPA OR THE USA TO THEIR NEW POST.
6. IN ADDITION TO THE ABOVE, THOSE EMPLOYEES WHO WERE ASSIGNED FROM AID/W TO TFHA/H ON LONG-TERM TDY WERE AUTHORIZED ONLY TO SHIP UAG. THEY, TOO, HAVE ACQUIRED SOME ADDITIONAL GOODS WHILE HERE, SOME OF WHICH IS VERY LIGHT IN WEIGHT BUT BULKY IN VOLUME. THE AIRLINES IN HONDURAS COMPUTE AIR FREIGHT CHARGES BY EITHER VOLUME OR ACTUAL WEIGHT, WHICHEVER IS THE MORE. IN SOME CIRCUMSTANCES, THE CHARGES FOR VOLUME CAN DOUBLE OR TRIPLE ACTUAL WEIGHT CHARGES. IT IS AMEMBASSY POLICY HERE TO ALLOW DEPARTING EMPLOYEES TO SHIP UAG COMPUTED ON AUTHORIZED WEIGHT LIMITATION REGARDLESS OF VOLUME COST.

UNCLASSIFIED

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UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

MEMORANDUM

TO: Barnett Chessin, TFHA/EXO
FROM: *Robert B. Meighan*
Robert B. Meighan, TFHA/DD
SUBJECT: Robert Adams' Form 1190 Requesting a Separate
Maintenance Allowance (SMA)

*Summary - This
with Adams & he
understand. We
need to send
TFHA/H
a copy
of this
12/4*

I had not heard of subject request until I saw the Form 1190, nor am I aware of any of the many employees who went TDY to Honduras from AID/W ever receiving that allowance. I am not fully familiar with the allowance system, but I don't know of any general regulation that would grant this allowance to an employee on TDY. TFHA has adopted a number of special rules to fit our unique situation, but not one for this purpose.

Most of the TFHA benefit and allowance regulations were written in the early days of the program. We were attempting to get employees for the Task Force who were either between assignments, or who were nearing completion of their present assignments and would be leaving post soon anyway. Some employees had such a short time left on their assignment that it was clear that when they finished TDY with the Task Force, they would not be going back to the overseas post from whence they came. In these cases, TFHA authorized an SMA allowance for the family who was going to have to move anyway, to move early and get settled for schooling or other reasons. It did not seem to make sense to require the family to remain at post waiting for an employee, who at least officially was not going to come back. We also would allow early packing and shipment of effects when that was feasible.

We have given employees TDY from AID/W the chance to return to Washington not more than once every six weeks for consultation and visitation. If they choose, in lieu of them coming back, a spouse could use the same price ticket to travel down. There was no option established for an SMA allowance. I know of one employee who came from an overseas mission in the Near East, who first took his spouse to post, and thereafter requested SMA to support her in the United States. That request was granted because the employee was coming from an overseas mission to which he was not going to return, and thus would have been eligible for the allowance in the first place. This did not extend the benefit to an employee TDY from AID/W whose family was not going to be required to move.

2480 B

RM

MAR 26 1990

MEMORANDUM

TO: Robert D. Adams, TFHA/H
FROM: Robert B. Meighan, TFHA/W *151*
SUBJECT: Separate Maintenance Allowance
REF: Your Memo Same Subject Dated January 25, 1990

I have examined your request for an SMA allowance contained in Reference memo. Unfortunately, that type of allowance was not established by the Task Force for use in your circumstances, and thus I am not able to support the request.

When the Task Force was established, we foresaw the possibility that employees could be economically disadvantaged by agreeing to serve on the extensive TDY assignments required. We therefore formed our own unique policies to insure that this did not happen. We tried to establish a balance between normal agency policies, and those that would be required to meet the special needs of the Task Force. We did not want employees to suffer a financial penalty, nor did we want to appear to be overly generous. Once the Task Force policies were established, we tried very hard to keep exceptions to a minimum.

The Task Force offered a choice of benefits for an employee who was sent on TDY from Washington to Honduras. That individual could take his family with him, or he could return for a visit to Washington once in every six-week period. The employee was entitled to remain on full per diem for his entire period in Honduras, no matter which of these options he chose. This combination was deemed sufficient to protect the employee from financial hardship. Our feedback from employees is that it has done so. The additional option of SMA for a family was offered only to employees who were transferred from an overseas post to Honduras. Those employees were at times forced to leave the family behind at a post to which they were not going to return. In that event, the Task Force was required to fund the post support of the family who in fact had no continuing reason to remain at that post. In those circumstances it made sense to both parties to allow the family to leave post if they so desired, and to collect SMA at some other place during the period of the employee's TDY.

I hope that you find the above explanation satisfactory, and on behalf of Task Force management in both Honduras and Washington I would take this opportunity to thank you for your truly outstanding service to the program. We are aware of the sacrifice which you have made in this regard, and your efforts are greatly appreciated.

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memorandum

DATE: January 25, 1990

BY TO
NOF: Robert D. Adams, TFHA 'Projects *Robert Adams*.

SUBJECT: Separate Maintenance Allowance

TO: Robert B. Meighan, TFHA/DD

References: Section 5924 (3) Title 5, U.S. Code
Standardized Regulations 262.2,3
Meighan/Chessin Memorandum of November 29, 1989

My reading of the regulations indicates that this allowance is intended to compensate for the additional expenses that are involved in maintaining two residences when certain agreed reasons preclude the otherwise authorized movement of a family to accompany an employee on assignment.

The assignment to Phase III of the Task Force for Humanitarian Assistance is of uncertain duration due to various political factors and is managed by the Agency as a TDY. This is a nominal nine month assignment for me, corresponding to the term noted in the authorizing legislation. I do not read that SMA and TDY are necessarily incompatible.

In consideration of the long term of this assignment, the Agency would have moved my family with me to Honduras to accompany me. Due to the uncertain duration of the TDY and to the educational needs of our son, we elected to leave the family in residence in Oakton, Virginia with periodic visitations.

This arrangement has saved the USG a considerable sum of money and has met its intended goal of fostering family education. It has, however, resulted in additional expense to me. For instance, more technical items which I would normally have noticed and attended personally, such as household repairs and automobile maintenance, have gone unnoticed, have been unduly delayed, have been aggravated, and have been performed by commercial repairmen. Of particular chagrin are four automobile repairs in the last two months, totaling \$2,500. These items will continue, despite visitation.

Given the long term of this assignment, the fact that I am coming from a post to which I am not going to return, and the reality of these unusual expenses, I ask your

reassessment and forwarding, to M/PM/OS, ^{ef} my request for separate maintenance allowance for my wife and son during the full course of my assignment with the Task Force. EX/O has my completed SF1190 form on this, endorsed by the TFHA field director, Ron Venezia.

I am not aware of the conditions affecting other employees coming from AID/W, nor of reasons why they may not have requested SMA; however, I do note that the term of a Phase III assignment is longer than either of the first two phases.

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

4/25/90

MEMORANDUM

TO: D/TFHA, Ted D. Morse
FROM: DD/TFHA, *Robert B. Meighan* Robert B. Meighan
SUBJECT: Luisa Lambrano TDY from Honduras to Managua
REF: Romwall to Meighan Memorandum dated 4/24/90 attached

TFHA Honduras has received a request from USAID/Managua for subject TDY. We feel that it would be in the interest of the TFHA program to give a positive response. We will, however, have the old problem of sending an employee TDY from a TDY. Since under normal AID travel policy an employee can only receive per diem at a place where they actually are, this employee would not be compensated for her normal living expenses in Tegucigalpa during the time she is in Managua. The purpose of this memorandum is to authorize the employee to be compensated for the costs of maintaining her household in Honduras (specifically rent and utilities), while she is working in Managua and receiving per diem there from USAID/Nicaragua.

AUTHORITY

Pursuant to Section 8(c) of Public Law 101-14 (April 18, 1989), A.I.D. has been granted the authority contained in Section 4(E) of Public Law 100-276 dated April 1, 1988. Section 4(E) gives A.I.D. extraordinary authority to expend TFHA program funds notwithstanding and without regard to the provisions of law and regulations normally relating to government funds. As Director of the TFHA, you have been delegated this full authority by the Administrator of A.I.D. by virtue of his delegation of authority dated April 1, 1988.

RECOMMENDATION

That you exercise the above authority to approve compensation for the dwelling expenses in Honduras as herein described.

Ted D. Morse

Ted D. Morse
Director/TFHA

MEMORANDUM

April 24, 1990

TO: Robert Meighan, TFHA/W/DD
FROM: N. Keith Romwall, TFHA/H/CONT *NKR*

SUBJECT: Luisa Lambrano TDY to USAID/Managua

Per our telcon this date, we have received a request from USAID/Managua for the loan of Lulu for the period of 30 days to help set up their Controller's office. As we discussed, we can justify this on the basis of our transfer of Task Force functions and responsibilities to Managua and the need to have a functional Controller's office, quickly, to take care of the needs of our clients. Because of Lulu's particular situation we need a personnel policy statement, utilizing Task Force special authorities, which will permit us to reimburse Lulu for the costs of maintaining her household in Tegucigalpa (specifically rent and utilities) while she is in Managua. She will be on per diem in Managua, which will be financed by USAID/Nicaragua. Her travel costs to and from Managua will also be a USAID/N expense.

Ron and I discussed her work load here and feel that we would probably want to extend her TFHA contract by 2 to 4 weeks to make up for this TDY. Do you or Ted have any problem with this? Let us know.

Clear: R. Venezia, TFHA/H/DIR *M*
L. Lambrano, TFHA/H/C/CA *HL*

April 5, 1988

MEMORANDUM

SUBJECT: Statutory Requirements for the Transfer, Management and Accountability of Nicaragua Assistance

House Joint Resolution (H.J.Res.) 523, to provide assistance and support for peace, democracy, and reconciliation in Central America (the "Joint Resolution") (Attachment A to this memorandum), includes the following provisions applicable to the transfer, management and accountability of funds made available for the purposes of the Resolution.

1. Accountability Standards, Procedures and Controls.

Section 4(c) of the Resolution directs A.I.D., in implementing the Resolution, to "adopt standards, procedures, and controls for the accountability of funds comparable to those applicable with respect to the assistance for the Nicaraguan democratic resistance" provided under section 111 of the FY 1988 Continuing Resolution (P.L. 100-202) ("FY 88 CR").

Section 111(h) of the FY 88 CR incorporates by reference Section 207 of "Title II - Central America" in Section 101(k) of the FY 1987 Continuing Resolution (P.L. 99-500 and 99-591) ("FY 87 CR"). Section 5(b) of the Resolution likewise explicitly incorporates Section 207 into the Resolution. Section 207(b) provides that:

"Any agency to which funds transferred . . . are allocated shall establish standards, procedures and controls necessary to assure that such funds are fully accounted for and are used exclusively for the purposes authorized Such standards, procedures and controls shall be developed in consultation with the Comptroller General and the appropriate committees of the Congress, and shall include such safeguards as segregation of accounts, monitoring of deliveries, and requirements for the keeping of complete records available for audit by authorized representatives of the United States Government."

In addition, Section 7 of the Resolution directs the Comptroller General to conduct an "independent audit" of funds expended in the provision of assistance and support under the Resolution.

2. Transfer and Use of Funds - Requirements Deemed Satisfied.

Section 5 of the Resolution provides that the requirements, terms and conditions of various technical provisions of law 1/, as well as "any other provision of law," shall be "deemed to have been met for the transfer and use" of the funds made available by the Resolution.

3. Continuation of Limitations.

With a limited exception described below, Section 5(b) of the Resolution applies to the funds made available by the Resolution the following limitations established in Sections 203(e), 204(b), 207, 209(b), 209(c) and 216 of "Title II - Central America" in Section 101(k) of the FY 87 CR.

(a) Military support to paramilitary groups.
Section 203(e) provides that:

" . . . [N]o member of the United States Armed Forces or employee of any department, agency, or other component of the United States Government may enter Nicaragua to provide military advice, training, or logistical support to paramilitary groups operating inside that country. Nothing in . . . [Title II - Central America] shall be construed as authorizing any member or unit of the Armed Forces of the United States to engage in combat against the Government of Nicaragua."

1/ Section 5 specifically cites the following provisions of law as having been satisfied with respect to the transfer and use of funds:

(a) Section 104 of the FY 1988 Intelligence Authorization Act (P.L. 100-178);

(b) Section 8144 of the FY 1988 Department of Defense Appropriations Act (as enacted in the FY 88 CR);

(c) Section 10 of P.L. 91-672;

(d) Section 502 of the National Security Act of 1947; and

(e) Section 15(a) of the State Department Basic Authorities Act of 1956.

(b) Assistance to certain groups. Section 204(b) provides that:

"No assistance under . . . [Title II - Central America] may be provided to any group that retains in its ranks any individual who has been found to engage in --

(1) gross violations of internationally recognized human rights (as defined in Section 502B[(c)(4)(D)](1) of the Foreign Assistance Act of 1961); or

(2) drug smuggling or significant misuse of public or private funds."

(c) Policy guidance by Secretary of State. Section 207(a) provides that the Secretary of State (or his designee) shall be responsible for "policy guidance, coordination, and supervision" of U.S. Government activities relating to the provision of assistance.

Section 207(b), which relates to accountability for assistance, is discussed on page one of this memorandum.

(d) Congressional oversight. Section 209(b) provides that use of assistance funds is subject to "all applicable provisions of law and established procedures relating to the oversight by the Congress of operations of departments and agencies."

(e) Additional assistance to contras. Section 209(c) provides that "[n]othing in . . . [Title II - Central America] shall be construed as permitting the President to furnish additional assistance to the Nicaraguan democratic resistance from funds other than the funds transferred . . . or otherwise specifically authorized by the Congress for assistance to the Nicaraguan democratic resistance."

(f) Participation by U.S. Government personnel. Section 216(a) provides that:

"United States Government personnel may not provide any training or other service, or otherwise participate directly or indirectly in the provision of any assistance, to the Nicaraguan democratic resistance pursuant to . . . [Title II - Central America] within those land areas of Honduras and Costa Rica which are within 20 miles of the border with Nicaragua."

For the purpose of the above provision, Section 216(b) provides that:

" . . . [T]he term 'United States Government personnel' means:

(1) any member of the United States Armed Forces who is on active duty or is performing inactive duty training; and

(2) any employee of any department, agency, or other component of the executive branch of the United States Government;

but does not include any officer or employee of the United States General Accounting Office o[r] any employee of the Inspector General of the Department of State and the Foreign Service who is carrying out inspections, investigations, or audits with respect to assistance for the Nicaraguan democratic resistance pursuant to . . . [Title II - Central America]."

However, Section 5(b) of the Resolution explicitly exempts personnel of A.I.D. or the Department of State from the limitations on participation by U.S. Government personnel established in Section 216.

Clearance:

DGC, JMullen (draft)
GC/LP, RLester (draft)

. Drafted by: EHonnold:GC/LP:x78371:04/05/88:Doc#1844J

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May 10, 1988

MEMORANDUM

TO : Files
FROM : *Robert B. Meighan*
SUBJECT: Legal opinion for the Procurement of Various Items
REF : Warner to Meighan memo of May 5, 1988

I see no legal authority for the purchase of Wristwatches, compasses and covers therefore binoculars, ammunition pouches and ammunition vests.

I believe that flashlights and batteries therefore plus insect repellent are covered by the statute as they are shelter related. Also the pocket knives and lighters are permissible as food and shelter related. Suspenders and webb belts would constitute clothing and thus would also be covered under the statute.



United States
General Accounting Office
Washington, D.C. 20548

FILE: TFHA

Office of the General Counsel
B-225832.8

May 24, 1988

The Honorable Alan Woods
Administrator
Agency for International
Development
320 21st Street, N.W.
Washington, D.C. 20523

mc DUE: 6/13/88
ACTION: TFHA coordinate & clear
w/IG for Woods signature
INFO: RLOGS, IG, AA/LAC, D/LEG

Dear Mr. Woods:

The General Accounting Office has received a request from the Chairman of the Subcommittee on Foreign Operations of the Senate Committee on Appropriations that we determine "the legality or illegality of the activities of the Agency for International Development with respect to the direction, management, and delivery of assistance and support to the Nicaraguan democratic resistance" under Public Law 100-276. To assist us in responding to the Chairman's request, we would appreciate the benefit of your views on the following issues.

1. AID reportedly has provided assistance to Resistance forces located in Honduras. Is such assistance, outside the relocation zones in Nicaragua contemplated by the Sapoa Agreement, proper?
2. AID reportedly is using commercial transportation companies in Honduras to deliver assistance to the Resistance. Do these commercial entities constitute "neutral organizations" within the meaning of Public Law 100-276, its associated legislative history, and the Sapoa Agreement?
3. The Verification Commission contemplated by Public Law 100-276 and the Sapoa Agreement reportedly received funding and became functional only recently. Accordingly, the Commission apparently has not monitored or approved the assistance provided to the Resistance thus far. Has the assistance provided thus far therefore been improper?
4. The Secretary General of the Organization of American States has protested to the Department of State that AID improperly is providing assistance to the Resistance in Honduras. Does this protest by the Secretary General constitute a determination by the Verification Commission, within the contemplation of section 2 of Public Law 100-276, that the assistance provided thus far has been "inconsistent with" the Sapoa agreement? If so, has the assistance provided thus far been contrary to law?

*request TFHA share with Embassy + IG
R. Higgins*

800850

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5. Some concern has been raised by members of Congress and in the media concerning reported cash payments to certain members of the Resistance. Are the cash payments within the permissible scope of "assistance" as that term is defined in subsection 3(c)(1) of Public Law 100-276?

We would appreciate receiving any response you would care to make by June 15, 1988. Should you have any questions, please contact Frank Maguire of my staff at 275-5544.

Sincerely yours,



for Robert H. Hunter
Assistant General Counsel

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

Bob,
FYI

GENERAL COUNSEL

15 JUN 1988

Mr. Robert H. Hunter
Assistant General Counsel
General Accounting Office
Washington, D.C. 20548

Dear Mr. Hunter:

This is in reply to your letter dated May 24, 1988, concerning the delivery by A.I.D. of assistance to the Nicaraguan Democratic Resistance under Public Law 100-276 (the "Resolution"). Our numbered paragraphs below correspond to those in your letter. Our views on the questions raised are as follows:

- 1) A.I.D. is providing assistance to Resistance forces located in Honduras. It is proper to furnish assistance outside the cease fire zones in Nicaragua contemplated by the Sapoa Agreement. Our legal opinion on the subject is enclosed, as well as an opinion from the Department of Justice. As noted, neither the Resolution nor the Sapoa Agreement places any geographic restriction on the provision of assistance.
2. A.I.D. is using commercial transportation companies, both trucking companies and an air service company, to deliver assistance to the Resistance in Honduras. The Resolution and the Sapoa Agreement do not define the term "neutral organization" or the manner in which such an organization should be selected. We believe, however, that commercial entities do qualify as neutral organizations within the meaning of the Resolution. The record of the Sapoa negotiations also indicates that the Government of Nicaragua has agreed to this interpretation. A.I.D. has exercised care in the choice of the available commercial truckers and air service company based on the information available concerning their prior activities.
3. The Verification Commission, contemplated by the Resolution and the Sapoa Agreement, received funding under a Cooperative Agreement signed by A.I.D. and both parties to the Verification Commission on May 18, 1988. The signing of that agreement was delayed because the Secretary General of the Organization of American States understood that he would receive A.I.D. funding as a budget transfer, while A.I.D. insisted on a statement of work to be accomplished and a budget in the Cooperative Agreement. This problem was finally resolved with a concise program description and estimated budget.

This delay in funding was not the cause of the Verification Commission being unable to verify the assistance provided to the Resistance thus far. As stated in (1) above, that assistance is being provided in Honduras. Apparently the Secretary General of the O.A.S. does not consider the Verification Commission empowered at this point to verify deliveries of assistance in Honduras. A.I.D. has undertaken, in the spirit of the Sapoa Agreement, to find other persons to verify the assistance delivered in Honduras. The Roman Catholic Church in Honduras is helping in this regard. The Church has supplied religious and lay persons to verify that the assistance deliveries do not contain lethal material. We have taken extensive precautions to see that nothing other than legally authorized humanitarian assistance items have been included in A.I.D. deliveries. In addition, we have representatives of the General Accounting Office, our contracted non-federal auditors, the Price Waterhouse Company, and our own office of the Inspector General on the ground in Honduras watching our activities on a daily basis.

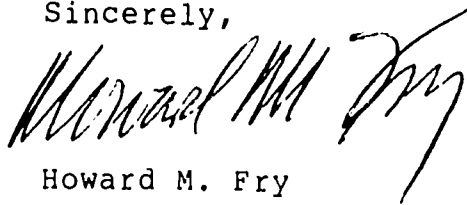
4. Section 2 of the Resolution provides that no authority of that law is to be exercised in a manner that might be determined by the Verification Commission to be inconsistent with the Sapoa Agreement. Article 9 of the Sapoa Agreement states that for purposes of verifying compliance with the Agreement, a Verification Commission shall be created composed of Nicaraguan Cardinal Miguel Obando y Bravo and the Secretary General of the Organization of American States. We believe that it takes both parties to the Commission concurring in a determination, in order to speak for the Commission. Thus, a protest by one party does not constitute a determination by the Verification Commission that an activity is inconsistent with the Sapoa Agreement. It is very conceivable that the two parties to the Verification Commission might have a difference of opinion on a matter, and we find no legal basis for giving preference to the view of one party over that of the other. The legislative history of the Resolution indicates that this situation was recognized at the time that the legislation was passed. See 33 Cong. Rec. H 1337 (March 30, 1988) (Statement of Mr. Markey).

5. The Resolution defines assistance as, "food, clothing, shelter, medical services, medical supplies, and payment for such items or services. (Emphasis added). A.I.D. is making cash payments to members of the resistance under two programs; the Family Assistance Program, and the Cash-for-Food program for persons in or going into Nicaragua. These programs allow the recipients to purchase the assistance items or services defined above. A Legal opinion issued by the A.I.D. office of the General Counsel is enclosed. An additional legal opinion is classified. This classification does not derive from any

sensitive information developed by A.I.D., but from the fact that the opinion draws upon material which was classified by the United States Congress. Should the Congressional material be declassified, the downgrading of the A.I.D. legal opinion would immediately follow.

Please advise if you require any additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Howard M. Fry". The signature is written in dark ink and is positioned above the typed name.

Howard M. Fry

May 10, 1988

TO: Mr. Ted Morse, Director TPHA

FROM: Tim Fry, GC#

SUBJECT: Legal Authority to Supply Humanitarian Assistance to the Nicaraguan Resistance in Honduras

You have asked me if it is legal for A.I.D. to supply subject assistance at the present time in Honduras to Nicaraguan Resistance. This memorandum is to confirm that it is legal to do so.

The Sapoa Agreement was signed between the Republic of Nicaragua and the Nicaraguan Resistance on March 23, 1988. The purpose of the Agreement is to contribute to a national reconciliation. The Agreement provides in Paragraph 1 that military operations shall cease for a sixty day period. Under Article 2 the resistance forces are to situate themselves in zones in Nicaragua whose location, size and modus operandi shall be mutually agreed upon. Article 4 states that the resistance, for the purpose of guaranteeing basic food supplies, shall take steps to obtain humanitarian aid exclusively and that it shall be channeled thru neutral organizations. Article 9 of the Agreement establishes a commission to verify compliance with the Agreement. As of this writing the zones and their modus operandi mentioned in Article 2 have not been established. No deliveries by A.I.D. of humanitarian assistance to the resistance are being furnished inside Nicaragua at this time.

On April 1, 1988 the United States Congress passed a Joint Resolution 523, PL 100-206. It contained \$17,700,000 in humanitarian assistance for the Nicaraguan Resistance. Section 3(d) of the legislation provides that not more than \$2,900,000 of the assistance shall be furnished in April, and of that amount not less than \$400,000 shall be available for medical supplies and services. Section 4 of the legislation provides that A.I.D. shall furnish assistance through neutral organizations consistent with the Sapoa Agreement and as authorized by the joint resolution. Section 9 of the legislation provides for \$1,000,000 in funding for the Verification Commission established by the Sapoa Agreement.

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Both the Sapoa Agreement and the legislation anticipated that the cease fire zones and their modus operandi would be established during April 1988. That has not happened. The legislation provides that funds obligated during April shall not exceed \$2,900,000 of which not less than \$400,000 shall be available only for medical supplies and services. The clear intent of that provision was that some assistance was intended to be made available in April. As A.I.D. is not delivering those amounts within Nicaragua at the present time, A.I.D. is delivering the supplies to the Resistance in Honduras. A.I.D. is not taking any action inconsistent with the Sapoa Agreement. A.I.D. is making delivery through neutral organizations which are regular private commercial transportation companies within Honduras. A.I.D. is also having the contents of the deliveries verified by volunteers furnished by the Catholic church in Honduras. Those persons inspect the assistance being packaged and then follow the package on the transportation vehicle to the point of delivery. This ensures that the Sapoa Agreement's request that aid be only of a humanitarian nature is complied with. As soon as the zones are established and the modus operandi of delivery in Nicaragua is established, A.I.D. will of course conform to those procedures. At that time the Verification Commission provided for under the Sapoa Agreement will also be able to exercise its function in regard to the deliveries.

In addition, Section 3 of the legislation provides that "it is the intention of Congress in providing additional assistance to the Nicaraguan Democratic Resistance to reinforce the Central American peace process..." This clearly involves an area of concern and action beyond Nicaragua. That not all resistance units were located inside Nicaragua was known to all members of Congress before and during their vote on the legislation. Had Congress intended to limit assistance to a specific geographic area, such language could have easily been added to the legislation. Indeed, Section 8 of the law which concerns the Children's Survival Assistance specifically states that "at least one-half of the assistance" earmarked for this program will be provided through organizations "operating inside Nicaragua. As to humanitarian assistance, Congress intended it to be provided to a particular group of individuals, rather than in a specific geographic area.

Clearance: RLester, GC/LP Draft Date 05/03
D.Colson, L/ARA DC Date 5/13/88
J.Bolton, Justice ltr Date 05/04

DRAFTED:TFHA:RMEIGHAN:LDHD:05/02/88:0058A

U.S. Department of Justice

Civil Division

Office of the Assistant Attorney General

Washington, D.C. 20530

MAY - 4 1988

Honorable Howard M. Fry
General Counsel
Agency for International Development
Washington, D.C. 20523

Dear Mr. Fry:

We have been asked for our opinion on whether it is legal for the Agency for International Development ("AID") to supply humanitarian assistance to the Nicaraguan Resistance forces presently in Honduras. In rendering our opinion, we have made reference to H.J. Res. 523, Pub. L. 100-276, 100th Cong., 2d Sess. (Jan. 25, 1988) ("To provide assistance and support for peace, democracy, and reconciliation in Central America") (the "Resolution"), the legislative history of the Resolution, an English translation of the text of the Preliminary Cease-Fire Agreement between the Government of Nicaragua and the Nicaraguan Resistance, dated March 23, 1988 (the "Sapoa Agreement"), your explanation of relevant portions of the Esquipulas II Agreement cited in the Sapoa Agreement, and your May 2, 1988 memorandum to Mr. Ted Morse, Director TFHA, which concludes that the provision of humanitarian assistance to the Nicaraguan Resistance presently situated in Honduras is legal.

We are in agreement with your conclusion, and adopt the reasoning contained in your memorandum. In addition, our review raised the following question: whether provision of such assistance in Honduras may tend to support noncompliance with the Sapoa Agreement, so that the Verification Commission established pursuant to Article 9 of the Sapoa Agreement would find it inconsistent with the Sapoa Agreement and therefore violative of Section 2 of the Resolution requiring consistency with the Sapoa Agreement. We find the answer this question is no. To answer the question, we addressed Articles 2 and 4 of the Sapoa Agreement and the legislative history of the Resolution.

Article 2 of the Sapoa Agreement provides:

2. During the first 15 days, the resistance forces shall situate themselves in zones [in Nicaragua] whose location, size, and modus operandi shall be

mutually agreed upon through special commissions in a meeting at Sapoa to begin on Monday, March 28.

It is our understanding that the special commissions referred to in Article 2 have continued to meet beyond the first 15 days during which the Resistance forces were to have situated themselves in zones within Nicaragua. Since the parties are continuing negotiations pursuant to Article 2 and the Resistance forces cannot be regarded as having thwarted the effect of Article 2, it would appear that providing humanitarian assistance to the Resistance in Honduras rather than in the Nicaraguan zones where Article 2 contemplated the Resistance forces would be at this date would not tend to support noncompliance with Article 2 of the Sapoa Agreement.

Article 4 of the Sapoa Agreement provides:

4. For the purpose of guaranteeing food and basic supplies for the irregular forces, steps shall be taken to obtain exclusively humanitarian aid and only such aid shall be accepted, in accordance with section 5 of the Esquipulas II Agreements. That aid shall be channeled through neutral organizations.

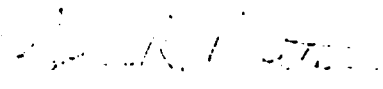
It is our understanding that the term "irregular forces" is a synonym for the Nicaraguan Resistance and that Section 5 of the Esquipulas II Agreement addresses the nature and content of humanitarian aid, essentially prohibiting the use of such aid to purchase arms. Since the provision of the humanitarian assistance to the Resistance presently in Honduras would comply with the requirements of the Resolution, it would necessarily comply with the definition of humanitarian aid contemplated in the Sapoa and Esquipulas II Agreements and would be channeled through neutral organizations. See, e.g., Resolution, Sec. 4(1) ("The Agency for International Development shall direct, manage and provide for the delivery of assistance and support to the Nicaraguan democratic resistance through neutral organizations consistent with the Sapoa Agreement and as authorized by this joint resolution."). Thus, provision of such aid in Honduras would not tend to support noncompliance with Article 4 of the Sapoa Agreement.

Our cursory review of the Senate and House debates on the Resolution reinforces the explicit statement of Congress' intent in Section 3(a) of the Resolution itself: "It is the intention of Congress in providing additional assistance to the Nicaraguan democratic resistance to reinforce the Central American peace process by supporting negotiations leading to a permanent negotiated ceasefire agreement." While not wholly without

doubt,¹ we read the entirety of the legislative history to contemplate humanitarian assistance to the Nicaraguan Resistance in furtherance of the peace process irrespective of their location. The Resolution itself places no geographic limitation on the provision of such assistance. Moreover, it appears that Congress contemplated that such assistance would continue to be provided as long as it supports the peaceful ends of the Sapoa Agreement.²

In sum, based on our reading of the above-referenced sources, we concur in your conclusion that it is legal and consistent with H.J. Res. 523 to supply humanitarian assistance to the Nicaraguan Resistance presently situated in Honduras.

Sincerely yours,


John R. Bolton
Assistant Attorney General

¹ See 33 Cong. Rec. S 3502 (Mar. 31, 1988) (statement of Sen. Wirth) ("The package provides \$17.7 million in humanitarian assistance to the Contras, consisting only of food, clothing, shelter, medical services, and medical supplies. Aid will be distributed by a neutral organization identified by the Agency for International Development, such as the International Red Cross, and can only be delivered to the Contras in designated zones within Nicaragua identified by the Sapoa accord."). This is the only statement of this nature we have been able to find in either the House or Senate debates.

² This is so because it appears that Congress contemplated such assistance would be terminated upon the disruption of the cease fire. For example, when the question "what happens to aid if the cease-fire ended and the fighting resumes," was asked, Congressman Foley replied: "the assistance and support provided by the joint resolution must be consistent with the Sapoa agreement. The verification commission is responsible for determining what is and is not compatible with the agreement. If there was a disruption of the cease-fire, additional aid could not flow consistent with the agreement because it would not be in support of the agreement as undertaken by the party." 33 Cong. Rec. H 1338 (Mar. 30, 1988) (statements of Rep. Lowry and Rep. Foley)

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

MAY 19 1988

MEMORANDUM

TO: Director, TFHA, Ted D. Morse
FROM: TFHA Legal Advisor, *Robert Meighan*
SUBJECT: Legal Authority to make Cash Payments for the
Sustenance of Resistance Personnel in Remote Areas
under House Joint Resolution 523 (Public Law
100-276 of April 1, 1988)

Section 3(b) (1) of subject statute provides \$17,700,000 in assistance for the Nicaraguan democratic resistance. Section 3(c) (1) defines "Assistance" as:

Only food, clothing, shelter, medical services, medical supplies, and payment for such items or services. (emphasis added)

A.I.D. plans to deliver the largest part of the assistance specified in the statute in kind. There are, however, instances in which cash may be provided directly to resistance personnel to allow them to purchase the assistance themselves. When resistance units are in the field it may be difficult or impossible at times to keep them fully supplied in kind with food and other sustenance.

At the present time A.I.D. has no way to supply resistance units in Nicaragua with assistance in kind, because the cease fire zones have not been established nor has the modus operandi for delivery. Some of those units are as far as three weeks walk from the border, and they could not possibly carry supplies that distance over the rough terrain. Even after the cross border air delivery program is established, the weather during the rainy season can prohibit air drops in an area for weeks or even months at a time. During those times also, currency may have to be sent in to allow units to purchase food locally. Some items particularly lend themselves to local purchase rather than having a supply operation from outside the region, such as meat and fresh fruits and vegetables.

There is legislative history indicating that the intent of the legislation is to provide the Contras and their families with the means to survive as they participate in the negotiations intended to produce a peaceful solution to the conflict. See 33 Congressional Record S-3502 (March 31, 1988) (statement of Senator Wirth). Put in slightly different terms, it was meant to keep one side from merely stalling the peace negotiations and waiting until the other side ran out of supplies, thus giving the former no incentive to negotiate meaningful changes. 33 Congressional Record S-3482 (March 31, 1988) (statement of Senator Boren). At the present time, A.I.D. has no way to support resistance units in Nicaragua other than giving them currency to purchase sustenance on the local market. There is no other way to accomplish the intent of the statute. If A.I.D. does not provide the currency, those resistance units would starve, begin taking basic items by force, or be forced to leave Nicaragua and go to a neighboring country where they can receive supplies in kind. All of those alternatives run directly contrary to the statutory purpose. The statute, by its terms supports the SAPOA Agreement, and that Agreement calls for resistance forces to be located inside Nicaragua, in established zones, for which a modus operandi will be agreed to for their supply of humanitarian assistance. By Article 2 of the SAPOA Agreement, those zones were to have been established during the first 15 days of April. They are not established as of this date, and it is not known when they will be. In the meantime, the democratic resistance cannot live without food. They have exhausted the local credit in some places. How critical the situation is varies from place to place, but it will only get worse as time drags on. If A.I.D. does not provide this currency to purchase food, the worst fears expressed by Senator Boren will be realized. The resistance will run out of basic supplies and be at the mercy of the other side.

This type of payment is provided for by the plain words of the statute. It authorizes A.I.D. to supply assistance therein defined, or to supply "payment for such items or services." There is a problem of accountability which will have to be watched closely. Auditors will not be able to enter Nicaragua to check on the ultimate use of the currency provided. Funds will at times be sent in with a courier to feed a unit. They will be delivered to the commander of the unit who may buy cattle and run an organized mess, or the funds may be passed on to individuals to purchase for themselves that which is available. The control insuring that the funding will indeed be used for basic sustenance lies in the amount of

funding furnished and the currency itself. Amounts provided will be based on estimates of the basic daily food needs of an individual, less any amounts that have been furnished for that individual in kind. Amounts may well work out to being less than \$1 per day per individual. The currency supplied will be cordobas, the currency of Nicaragua. That currency can only be used to purchase items in Nicaragua. The only items readily available in rural Nicaragua are the basic supplies which constitute assistance under the statute.

CONCLUSION: A.I.D. does have the legal authority to provide currency for resistance members in, or going into, Nicaragua so that those individuals can purchase food on the local economy.

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

JUN 6 1988

MEMORANDUM

TO: All TFHA Staff

FROM: Ted Morse, Director TFHA *Tm*

SUBJECT: Procurement Authorities for Central American
Humanitarian Assistance

P.L. 100-276 passed by the Congress on April 1, 1987 establishes A.I.D. as the Agency responsible for the implementation of the program for humanitarian assistance in Central America. That statute also gives to A.I.D. special authorities in regard to procurement and the expenditure of government funds. Section 4(e) of the Joint Resolution provides as follows:

(e) SUPPLEMENTAL AUTHORITIES. -- In addition to the authorities otherwise available by law to the Agency for International Development, in carrying out this Act, the Agency for International Development may exercise the same authorities, including authorities relating to procurement and expenditure of Government funds other than confidential funds, as the Agency administering the assistance provided pursuant to Section 111 of the Joint Resolution, making further continuing appropriations for the fiscal year 1988 (Public Law 100-202) could exercise with respect to provision of that assistance.

The Task Force on Humanitarian Assistance in Central America (TFHA) was established on April 1, 1988. On that same day, the Administrator of A.I.D. delegated to the Director TFHA the authority to direct, manage, and implement all assistance and support provided by the Joint Resolution. The Charter of the Task Force in Provision D (2) (c) requires TFHA to recommend and formulate regulations and procedures necessary to achieve the objectives of the Joint Resolution. This memorandum establishes those operational procedures in regard to procurement and the provision of assistance.

A. Both the Director TFHA in A.I.D./W and the Director of the TFHA office in Honduras shall have the authority to authorize a Procurement. The Director TFHA in A.I.D./W alone has the authority to authorize assistance in the nature of a grant.

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B. Both Procurement and grant assistance will normally be authorized by a PIO/C or PIO/T. When that is not practical, or when a procurement is to be made by purchase order, it may be authorized by a memorandum signed by the person with authority as per (a) above. This memorandum will contain a clear description of the supplies or services to be procured and state the reason why such items are required by the program. It will also specify the general method of procurement to be utilized. In cases when more than one purchase order are to be utilized to satisfy a single requirement, such as for the local purchase of food in Central America, a single memorandum may cover more than one purchase order.

C. The PIO or authorizing memorandum specified in (B) above will in all cases show clearance by the Office of the Controller, indicating funding availability. In A.I.D./W it will also have the clearance of a legal advisor.

D. In view of the emergency nature of the program, and the other than commercial aspects dictated by the statute which will effect procurements, normal Agency rules of solicitation and full and open competition will not be followed except where practicable. Most procurements and assistance activities will be accomplished by negotiation. Competitive solicitation will be utilized only when practicable in the judgment of the authorizing officer. Both individuals designated in (A) above will have the authority to specify the method of procurement to be utilized, including modification of source and origin, cargo preference, defense base act, and like requirements.

E. The usual Agency contract, grant, and purchase order forms will by utilized when practicable. Either party mentioned in (A) above has the authority to modify the terms thereof, to facilitate program implementation after clearance by the legal advisor. The task force unit in Honduras and the TFHA contracting officers in A.I.D./W have the authority to use a Purchase Order, forms SF-347 or SF-455, for procurements in an amount of up to \$100,000.

F. A file will be established for each procurement and assistance action, or for each group of purchases specified in the last sentence of (B) above. The file will contain the authorizing document, a short explanation as to how the action was accomplished in regard to solicitation and negotiation, what sources were considered and the basis for selection, how it was established that the price is reasonable, and will contain a copy of the actual procurement or assistance document. TFHA in A.I.D./W and the TFHA unit in Honduras will each keep a master list of procurement and assistance files.

Internal Revenue Service

Department of the Treasury

Washington, DC 20224

Mr. Alan Woods
Administrator
Agency for International
Development
Washington, DC 20511

Person to Contact:
A. G. Kelley
Telephone Number:
(202) 343-8559
Refer Reply to:
CC:EE:2

Date: OCT 28 1988

Dear Mr. Woods:

This is in reply to your request for assistance, concerning the federal employment tax status of family assistance payments made to members of the Nicaraguan Resistance in the United States.

Section 3(b) of Public Law 100-706 (April 1, 1988) authorized the President to transfer to the Agency for International Development (AID) \$17,700,00 of unobligated funds from specified appropriations accounts to provide assistance for the Nicaraguan Democratic Resistance (NDR) in accordance with the provisions of Pub. L. 100-706. Section 3(c) of the law provides that the term "assistance" means only food, clothing, shelter, medical services, medical supplies, and payment for such items or services. Section 3(e) of the law provides that the President shall transfer to AID from unobligated funds from the appropriations accounts specified, such funds as may be necessary to provide transportation for the assistance authorized by subsection (b). Section 3(f) of the law provides that funds transferred by subsections (b) or (e) may not be obligated or expended to purchase aircraft or weapons, weapon systems, or ammunition or any other item or service not permitted under subsection (c) or to provide any transportation other than transportation permitted under subsection (e).

By a letter agreement dated July 22, 1988, between the NDR and the Government of the United States of America, the Government, through AID, granted to the NDR up to a maximum of \$335,000 for July 1988 family assistance payments in Honduras and other places where the NDR and/or their families are located. It was understood that of the above amount up to \$32,000 was for family assistance payments to the resistance force known as Yatama, and up to a maximum of \$41,200 was for family assistance payments to NDR family members in Miami.

The letter agreement provided that:

[a]ll payments under this grant are to be made in accordance with previously established procedures which will be verified by USAID staff. Payments are not to exceed the number of individual recipients, or total payment amount authorized in the February 1988 disbursements for this

Mr. Alan Woods

purpose. Changes in the individuals designated to receive family assistance payments can be made. Changes in the amounts paid to individuals will be consistent with amounts paid to other Resistance members with similar responsibilities, within the existing Resistance rate structure. Recipients of family assistance payments are to use those payments only to assist in the purchase of food, clothing, shelter, medical services and medical supplies for themselves and for their families. Signed receipts for family assistance payments should show the recipient's certification that he/she understands the above-stated purpose and limitation of the payment.

The family assistance program for NDR members and their families in the United States was formerly funded from a different funding source. It was administered through Bexley International Trading, Inc. (Bexley). Bexley is incorporated in Panama and has no apparent function other than to serve as the paying agent and accounting unit for the family assistance program. Bexley is physically located in the same office as Pan American Information Services (PAIS), a nonprofit Florida company that serves as the administrative unit for the political wing of the NDR. Bexley has no paid employees and its premises are not physically distinguishable from those of PAIS. PAIS signs all contracts with landlords, vendors, employees, etc. Under the AID-funded family assistance program (FAP), which is described in the above letter agreement, Bexley will continue to serve as the paying agent and accounting unit for the program.

Our understanding of the procedure for determining the amount of and who will receive FAP payments is as follows. The military commander of the NDR designates the beneficiaries and the payment amounts, including his own. The AID requests an explanation for deletions and additions to the list, to insure that the recipient is an eligible beneficiary. There exists no formal set of criteria for designating or removing beneficiaries. The determination of recipients of the payments is thus almost entirely within the discretion of the military commander of the NDR. PAIS officials are involved in the distribution of the payments, but PAIS does not determine the recipients. As noted above, PAIS is the administrative unit for the political wing of the NDR. The NDR, for political reasons, has no legal status in Nicaragua or Central America. The Military Command and General Staff of the NDR is located entirely in Central America.

The furnished list of individuals who received FAP payments for April-June 1988 included two individuals who are currently performing services in the United States (numbers 16 and 26). Number 16 currently works as the military representative of NDR in Miami, and acts as liaison to the political wing of NDR.

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Number 26 currently works in Miami as vice-coordinator of administration and finance of the NDR and liaison with AID. However, we have been informed by AID that these individuals were removed from the list of FAP recipients after the April 1988 payments when they began working in the United States, and thus, received no FAP payments relating to their services performed in the United States. The payments that they received in April related to services that they were performing at that time in Central America. For example, number 26 was on the list in April 1988, when he was with the Military Staff of the NDR in Central America.

All persons on the FAP list who perform services for the NDR perform those services in Central America. None is on the list who performs services in the United States. It is NDR policy that anyone working for the political arm of the NDR, which is located in Miami, can not be on the list. This policy has been consistently applied in determining who will be on the list.

The three employment taxes that will be discussed are the taxes imposed under the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and the Collection of Income Tax at Source on Wages (federal income tax withholding), which are chapters 21, 23, and 24, respectively, subtitle C, Internal Revenue Code (Code). In addition, withholding of tax on nonresident aliens under section 1441 of the Code will be discussed.

In determining whether liability for federal employment taxes exists with respect to remuneration, it is necessary to determine (1) whether the person who performed the services is an employee for federal employment tax purposes, (2) whether the services satisfy the definition of "employment" contained in section 3121(b) and 3306(c), for FICA and FUTA purposes, respectively, and (3) whether the remuneration constitutes remuneration for employment and comes within the definition of wages contained in the three chapters named above.

Section 3121(d)(2) of the Code provides that the term "employee" means any individual who, under the usual common law rules applicable in determining the employer-employee relationship, has the status of an employee.

The question of whether an individual is an employee under the common law rules or an independent contractor is one of fact to be determined upon consideration of the facts and the application of the law and regulations in a particular case. Guides for determining the existence of that status are found in three substantially similar sections of the Employment Tax Regulations; namely, sections 31.3121(d)-1, 31.3306(i)-1, and

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31.3401(c)-1, relating to the FICA, the FUTA, and federal income tax withholding, respectively.

Section 31.3121(d)-1(c)(2) of the regulations provides that generally, the relationship of employer and employee exists when the person for whom the services are performed has the right to control and direct the individual who performs the services not only as to the result to be accomplished by the work, but also as to the details and means by which that result is accomplished. That is, an employee is subject to the will and control of the employer not only as to what shall be done but as to how it shall be done. In this connection, it is not necessary that the employer actually direct or control the manner in which the services are performed; it is sufficient if he or she has the right to do so. The right to discharge is also an important factor indicating that the person possessing that right is the employer. Other factors characteristic of an employer, but not necessarily present in every case, are the furnishing of tools and the furnishing of a place to work to the individual who performs the services. In general, if an individual is subject to the control and direction of another merely as to the result to be accomplished by the work and not as to the means and methods for accomplishing the result, he is an independent contractor.

It is perhaps axiomatic that a member of a military force, with its clearly defined chain of command, is an employee. We think that this direction and control can be implied here from the fact that the individual selecting the recipients of the payments is the head of the NDR, and apparently commands the NDR members in their military endeavors. Although NDR has no formal legal structure, it is organized in a manner similar to other military forces. The individuals who are in positions of leadership are akin to officers in other military organizations. Thus, it seems clear that the NDR members who become entitled to FAP payments or whose family becomes entitled to FAP payments are employees, and not partners or independent contractors.

As we understand the NDR structure, the head of the NDR is selected by the Council of Commandantes of the NDR. The Council of Commandantes meets monthly and selects the leader of the NDR. The information submitted indicates that the head of the NDR is accountable to the Council, and that he does not enjoy unfettered discretion in his exercise of leadership. Thus, we conclude that the head of the NDR is also an employee of the NDR.

The question arises as to the identity of the common law employer of the members of the NDR whose services have resulted in FAP payments. The status of the NDR member is, of course, decisive in evaluating whether the definition of employment for

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purposes of the FICA and the FUTA is met, rather than the status of the individual who picks up the FAP payment. The facts would appear to indicate that PAIS is merely functioning as the political administrative unit of NDR in the United States and should not be considered the employer of the FAP recipients who are performing or have performed services in Central America. A clear effort has been made to separate the military and the political wings of the NDR, and we have no evidence that the officers of PAIS are engaged in the control and direction of the NDR members in Central America where the Command and General Staff of the NDR are located. We do not believe that the inability of the NDR to establish a legal presence in Nicaragua or Central America should somehow result in every person in the NDR being employed by PAIS, which apparently has a limited function of political administration in the United States. Also, we have no evidence that the Government of the United States controls and directs NDR members, and, therefore, we find no basis for holding NDR members to be employees of the United States Government. Accordingly, we believe that the NDR is the common law employer of the NDR members. It is necessary to determine the common law employer of the NDR members so that it can be determined whether the services performed by them are within the definition of employment for purposes of the FICA and the FUTA.

FICA taxes are imposed on "wages" as that term is defined in section 3121(a) of the Code. Section 3121(a) provides that the term "wages" means all remuneration for employment with certain specific exceptions. Section 3121(b) defines "employment" for purposes of the FICA as any service, of whatever nature, performed (A) by an employee for the person employing him, irrespective of the citizenship or residence of either, (i) within the United States, or (ii) on or in connection with an American vessel or American aircraft under a contract of service which is entered into within the United States or during the performance of which and while the employee is employed on the vessel or aircraft it touches at a port in the United States, if the employee is employed on and in connection with such vessel or aircraft when outside the United States, or (B) outside the United States by a citizen or resident of the United States as an employee for an American employer (as defined in subsection (h)), or (C) if it is service, regardless of where or by whom performed, which is designated as employment or recognized as equivalent to employment under an agreement entered into under section 233 of the Social Security Act, with certain specific exceptions.

Section 3121(e) of the Code provides that, for purposes of the FICA, the term "United States" when used in a geographical

Mr. Alan Woods

sense includes the Commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa.

Section 3121(h) provides that, for purposes of the FICA, the term "American employer" means an employer which is -- (1) the United States or any instrumentality thereof, (2) an individual who is a resident of the United States, (3) a partnership, if two-thirds or more of the partners are residents of the United States, (4) a trust, if all of the trustees are residents of the United States, or (5) a corporation organized under the laws of the United States or of any State.

Section 31.3121(b)-3(b) of the Employment Tax Regulations provides that services performed within the United States by an employee for his employer, unless specifically excepted by section 3121(b), constitute employment. With respect to service performed within the United States, the place where the contract of service is entered into is immaterial. The citizenship or residence of the employee or of the employer also is immaterial except to the extent provided in any specific exception from employment. Thus, the employee and the employer may be citizens and residents of a foreign country and the contract of service may be entered into in a foreign country, and yet, if the employee under such contract performs services within the United States, there may be to that extent employment.

With respect to the FICA, NDR members who are nonresident aliens are being compensated for performing or having performed services outside the United States and are not subject to FICA taxes. Their services do not satisfy the basic definition of employment contained in section 3121(b), because they are performing services outside of the United States and are not citizens or residents of the United States performing services for an American employer. This category also includes (a) FAP recipients who presently live in the United States, but were disabled performing services outside the United States and perform no services in the United States, and (b) NDR members who were killed in combat outside the United States, whose beneficiaries residing in the United States receive FAP payments.

Some NDR members are resident aliens performing services outside the United States. Their services also do not fall within the basic definition of employment contained in section 3121(b) of the Code unless they are performing services for an American employer, as defined in section 3121(h). The facts indicate that they are not working for PAIS but are employees of NDR, which is not an American employer. Therefore, FAP payments made to resident aliens are not subject to FICA taxes.

Mr. Alan Woods

Originally, it was our impression that some of the FAP recipients (in particular, numbers 16 and 26) were receiving FAP payments for services performed in the United States. However, as we indicated above, it is now our understanding that in April 1988 when they received the FAP payments, numbers 16 and 26 were working in Central America at the Military Command and General Staff Headquarters. Since these individuals have begun to reside in the United States, they have not received FAP payments. Thus, because all of the FAP payments are for services performed outside the United States and the employer is not an American employer, the services are not included in the definition of employment for FICA purposes, and none of the FAP payments are subject to FICA taxes.

We turn now to the question of FUTA liability. The FUTA provisions are basically similar to the FICA, although an employer must meet certain minimum payment requirements to be subject to FUTA taxes, unlike the FICA. FUTA tax is imposed on every employer (as defined in section 3306(a) of the Code). Section 3306(a) provides that the term "employer" means, with respect to any calendar year, any person who (A) during any calendar quarter in the calendar year or the preceding calendar year paid wages of \$1,500 or more, or (B) on each of some 20 days during the calendar year or during the preceding calendar year, each day being in a different calendar week, employed at least one individual in employment for some portion of the day.

Section 3306(c) provides the definition of "employment" for purposes of the FUTA. Section 3306(c) provides, in part, that the term "employment" means (A) any service of whatever nature, performed by an employee for the person employing him, irrespective of the citizenship or residence of either, (i) within the United States, or (ii) on or in connection with an American vessel or American aircraft under a contract of service which is entered into within the United States or during the performance of which and while the employee is employed on the vessel or aircraft it touches at a port in the United States, if the employee is employed on and in connection with such vessel or aircraft when outside the United States, and (B) any service, of whatever nature, performed after 1971 outside the United States (except a contiguous country with which the United States has an agreement relating to unemployment compensation) by a citizen of the United States as an employee of an American employer (as defined in section 3306(j)(3)), with certain specific exceptions.

Section 31.3306(c)-2(b) of the regulations provides that services performed within the United States by an employee for the person employing him, unless specifically excepted under section 3306(c) constitute employment. With respect to services performed within the United States, the place where the contract

Mr. Alan Woods

of service is entered into is immaterial. The citizenship or residence of the employee or of the person employing him also is immaterial except to the extent provided in any specific exception from employment. Thus, the employee and the person employing him may be citizens and residents of a foreign country and the contract of service may be entered into in a foreign country, and yet, if the employee under such contract performs services within the United States, there may be to that extent employment.

The FAP payments are made for services that are not included in the definition of employment for purposes of the FUTA. The services are performed outside the United State and none of the recipients are United States citizens performing services for an American employer. Thus, none of the FAP payments are subject to FUTA taxes.

The withholding requirement for purposes of the Collection of Income Tax at Source on Wages depends upon the status of the NDR member as a resident or nonresident of the United States (all the NDR members are aliens).

Section 3402(a) of the Code provides that except as otherwise provided in this section, every employer making a payment of wages shall deduct and withhold upon such wages a tax determined in accordance with tables or computational procedures prescribed by the Secretary. Section 3401(a) provides that the term "wages" means all remuneration for employment with certain specific exceptions.

Section 3401(a)(6) of the Code excludes from the definition of wages such services performed by a nonresident alien individual, as may be designated by regulations prescribed by the Secretary.

Section 31.3401(a)-1(b)(7) of the regulations provides that the term "wages" includes remuneration for services performed by a citizen or resident of the United States as an employee of a nonresident alien individual, foreign partnership, or foreign corporation whether or not such alien individual or foreign entity is engaged in trade or business within the United States. Any person paying wages on behalf of a nonresident alien individual, foreign partnership, or foreign corporation, not engaged in trade or business within the United States is subject to all the provisions of law and regulations applicable with respect to an employer.

Section 31.3401(d)-1(e) of the regulations provides that the term "employer" also means (except for the purpose of the definition of "wages") any person paying wages on behalf of a

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Mr. Alan Woods

nonresident alien individual, foreign partnership, or foreign corporation, not engaged in a trade or business within the United States (including Puerto Rico as if a part of the United States).

Section 31.3401(a)(6)-1(b) of the regulations provides that remuneration paid to a nonresident alien individual (other than a resident of Puerto Rico) for services performed outside the United States is excepted from wages and hence is not subject to withholding.

Rev. Rul. 86-109, 1986-2 C.B. 196, holds, in part, that accrued wages and vacation pay of a deceased employee paid to an estate, or other person who has acquired the right to receive the payments, are not considered wages for purposes of the Collection of Income Tax at Source on Wages.

Based on section 31.3401(d)-1(e) of the regulations and Rev. Rul. 86-109, the FAP payments made on behalf of NDR recipients who are nonresident aliens, and the payments made on behalf of deceased NDR members are not wages for purposes of the Collection of Income Tax at Source on Wages. However, the payments made on behalf of NDR members who are residents of the United States for federal income tax purposes are not excepted by these provisions. There are three individuals (numbers 11, 24, and 37) on the list who are United States residents and are not beneficiaries of deceased NDR members. In addition, we are unable to determine whether the other individuals who are all indicated to be nonresidents are in fact nonresidents for federal tax purposes. As will be explained later, the question of whether these other individuals are residents is a factual question that depends primarily upon whether the individual who was or is the service-provider meets the substantial presence test contained in section 7701(b) of the Code. We would emphasize again, that the status of the NDR member as a resident or nonresident is decisive, not the status of the relative who picks up the check.

The income tax withholding status of the payments made to United States residents depends upon whether the payments may be considered remuneration for employment, and, therefore, wages within the meaning of section 3401(a). As the letter agreement indicates, "changes in the amounts paid to individuals will be consistent with amounts paid to other Resistance members with similar responsibilities, within the existing Resistance rate structure." The FAP payments are thus directly correlated to the level in the NDR infrastructure of the individual who performed the services and are unrelated to such items as family size or need. The only question as to the compensatory nature of these payments arises with respect to payments to survivors of NDR members killed in action and payments to disabled NDR members. However, these payments are still related to the performance of

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Mr. Alan Woods

prior services and do not appear to qualify as nontaxable gifts or general welfare payments for federal tax purposes. Therefore, based solely on the information submitted, we believe that the payments are remuneration for employment. Thus, if the FAP payments are made with respect to the services of a NDR member who is a resident of the United States, such amounts are subject to federal income tax withholding. While FAP payments made on behalf of nonresident alien NDR members are not subject to withholding under section 3402(a), such payments may be subject to federal income tax withholding under section 1441.

Section 1441(a) of the Code provides, generally, that except as otherwise provided, all persons, in whatever capacity acting having the control, receipt, custody, disposal, or payment of any of the items of income specified within subsection (b) (to the extent that any such items constitute gross income from sources within the United States), of any nonresident alien individual shall deduct and withhold from such items a tax equal to 30 percent thereof.

Since section 1441(a) of the Code applies only to nonresident aliens, NDR members who are resident aliens will not be subject to a 30 percent withholding tax on each FAP payment received. With regard to nonresident alien NDR members, the determination of liability for the 30 percent withholding tax depends on whether the payments are included within the "items of income" specified within subsection (b) of section 1441. Among the "items of income" specifically enumerated in section 1441(b) are salaries, wages, compensations, remunerations, emoluments, and other fixed or determinable annual or periodical income.

Section 1.1441-2(a)(2) of the regulations provides that income is "fixed" when it is to be paid in amounts definitely predetermined. Income is "determinable" whenever there is a basis of calculation by which the amount to be paid may be ascertained.

Section 1.1441-3(a) of the regulations provides to the extent that items of income constitute gross income from sources within the United States, they are not subject to withholding under section 1441 of the Code.

Section 862(a)(3) of the Code provides that compensation for labor or personal services performed without the United States shall be treated as income from sources without the United States.

Since all the FAP payments are for services performed outside the United States, the payments will be considered foreign source income under section 862(a)(3) of the Code. Thus,

Mr. Alan Woods

while the FAP payments qualify as "items of income" for purposes of section 1441(b), because they are considered gross income from without the United States, they are not subject to withholding under section 1441(a) pursuant to section 1.1441-3(a) of the regulations.

Thus, our opinion on the federal tax consequences of the FAP payments is, as follows:

(1) Because the FAP payments are remuneration for services performed outside the United States for an entity that is not an American employer, the payments are not wages subject to FICA taxes.

(2) Because the FAP payments are remuneration for services performed outside the United States and none of the workers are United States citizens, the payments are not wages subject to FUTA taxes.

(3) If the NDR member who provided or is providing the service is a United States resident for federal tax purposes when the payment for the services is made, the FAP payments are subject to federal income tax withholding. If the NDR member is not a United States resident for federal tax purposes when the payment is made, the FAP payments are not subject to federal income tax withholding.

(4) Because the FAP payments are remuneration for services performed outside the United States, the payments to NDR members are not subject to withholding under section 1441(a) of the Code.

The definition of resident alien and nonresident alien is contained in section 7701(b) of the Code. We are enclosing a copy of this statutory provision. Although final regulations have not been issued under section 7701(b), regulations have been proposed (copy enclosed). The following is intended to summarize briefly section 7701(b), and is not intended to be a complete explanation of the provisions of section 7701(b).

Section 7701(b)(1) of the Code provides that an alien individual shall be treated as a resident of the United States with respect to any calendar year if (and only if) such individual meets the requirements of clause (i), (ii), or (iii): (i) Such individual is a lawful permanent residence of the United States at any time during such calendar year. (ii) Such individual meets the substantial presence test of section 7701(b)(3). (iii) Such individual makes the election provided in section 7701(b)(4). The effect of clause (i) is that an individual who has a valid green card is a resident of the United States.

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Mr. Alan Woods

Section 7701(b)(3) of the Code provides that, except as otherwise provided, an individual meets the substantial presence test of this paragraph with respect to any calendar year (hereinafter referred to as the "current year") if -- (i) such individual was present in the United States on at least 31 days during the calendar year, and (ii) the sum of the number of days on which such individual was present in the United States during the current year and the 2 preceding calendar years (when multiplied by the applicable multiplier determined under the following table) equals or exceeds 183 days:

In the case of days in:	The applicable multiplier is:
current year	1
1st preceding year	1/3
2nd preceding year	1/6

There are numerous exceptions to the general rule. See section 7701(b)(3).

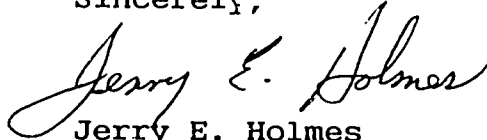
Section 7701(b)(2) provides special rules for determining the residency starting date for the first year of residency in the United States. Section 7701(b)(4) provides for an election to be treated as a United States resident for a taxable year.

The definition of United States resident creates a special problem with respect to income tax withholding. As noted above, income tax withholding is required with respect to FAP payments to resident alien NDR members. However, the question of whether the NDR member is a United States resident for federal tax purposes may not be known until later in the year, in the case of those individuals who become residents by virtue of the substantial presence test. However, for income tax withholding purposes, a decision has to be made concerning whether the individual is a United States resident for federal tax purposes at the time the payment is made. We note that, under section 7701(b)(2)(A)(iii) of the Code, in the case of an individual who meets the substantial presence test of 7701(b)(3) with respect to any calendar year, the residency starting date shall be the first day on which the individual is present in the United States. The determination of whether the NDR member is a United States resident for federal income tax withholding when FAP payments are made should be based on a reasonable examination of the facts concerning the individual's presence in the United States at the time of the payment.

Mr. Alan Woods

We hope the above information will prove helpful to you. If you have any questions concerning the above, please do not hesitate to contact us.

Sincerely,



Jerry E. Holmes
Chief, Branch 2
Office of the Assistant
Chief Counsel
(Employee Benefits and
Exempt Organizations)

Enclosures
Section 7701(b)(2)
Proposed Regulations

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INFORMATION MEMORANDUM

April 7, 1988

TO: Task Force on Humanitarian Aid to Central America
FROM: GC/LAC, Garber A. Davidson, Jr.
SUBJECT: Legal Issues Arising Out of H.J. Res. 523, Pub. L. 100-276.

During the past few days, several issues have been raised regarding the recent legislation on assistance in Central America, Pub. L. 100-276. We will be preparing more comprehensive summaries of the legislation shortly, but for purposes of providing timely advice to you on certain critical portions of the law, we offer the following conclusions.

1. What is the scope of A.I.D.'s authority under Section 3(e) of Pub. L. 100-276 which authorizes transportation services?

A.I.D. retains all of its own statutory authorities regarding transportation, including the authorities to contract directly to purchase transportation services, to reimburse other agencies for such services (Sec. 607, FAA), or to transfer funds to another agency to carry out assistance, including delivery services (Sec. 632(a)).

Pub. L. 100-276 transfers unobligated funds from DOD accounts for authorized purposes. Some of the funds transferred are one-year (democratic resistance) and others are no-year (Verification Commission and Children's Survival). Like the funds for the democratic resistance, the funds transferred for transportation expire on September 30, 1988.

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2. Can the Agency continue using the "Denton Amendment" authority to transport donated humanitarian and medical supplies to Central America?

The Denton Amendment authorizes transport services on U.S. owned aircraft for certain donated goods. Pub. L. 100-276 does not affect Denton authorities, but restricts transportation under its provisions to commodities procured pursuant to its terms. (Denton prohibits the distribution of goods or supplies to "any individual, group, or organization engaged in military or paramilitary activity." Pub. L. 93-525.)

3. What is meant by the term "neutral organizations?"

Section 4 of Pub. L. 100-276 provides that assistance to the democratic resistance shall be delivered through "neutral organizations consistent with the Sapoa agreement and as authorized by this Joint Resolution." The term "neutral organizations" is undefined in the statute. It is also used in the Sapoa Agreement which states that aid for the "irregular forces" shall be "channeled through neutral organizations." The term is likewise undefined in the agreement. The legislative history on this point is not helpful. Since A.I.D. is mandated to "direct, manage and provide for the delivery of assistance," A.I.D. will make an initial determination as to neutrality. Thereafter, the Verification Commission may advise as to its views on the matter if it so chooses.

A commonly used definition of "neutral" in international law is: ". . . indifferent; impartial; not engaged on either side; not taking an active part with either of the contending states. . ." Black's Law Dictionary 1193 (4th Ed. 1968). Clearly, we would hope that private carriers or contractors are potential sources for delivery of assistance, and we would expect to utilize them if possible.

4. How is the word "child" to be interpreted for purposes of Section 8 of Pub. L. 100-276.

Section 8 of the Law provides \$17,700,000 for "Children's Survival Assistance." The Agency will be providing this assistance through nonpolitical private and voluntary

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organizations and international relief organizations. The term "children" or "child" is undefined. Children are mentioned in the legislative debates frequently, but no definitions or age cut-offs are offered.

There is no common legal definition of a "child", and persons in the United States reach majority at different ages for different purposes, e.g. voting, drinking. Historically, the age of 21 was used to determine the age of majority. More recently, that benchmark has become the age of 18, except for drinking which in most jurisdictions is 21. In our view, the Agency will want to establish a "guideline" on age and we believe that any age under 18 years would be acceptable. Our standard should allow for some flexibility so as to allow for realistic implementation of the program. If someone who otherwise qualifies for medical assistance has reached the age of 18, for instance, he or she should not be turned down on the basis of age. We will want to consult with OFDA and other groups within the Agency which may have had to draw similar lines in the past, and consultations with knowledgeable PVOs might also be useful.

Clearance:

GC/LP, RLester (draft) Date 4/7/88
DGC, JEMullen _____ Date _____
GC, HMFry _____ Date _____

MEMORANDUM

April 25, 1988

TO: D/TFHA, Ted Morse
DD(Support)/TFHA, R. Meighan

FROM: GC/LAC, Clifford H. Brown *(C.H.B.)*

SUBJECT: Local Currency Issues

Introduction: Two issues have surfaced regarding the purchase and use of Nicaraguan local currency ("cordobas") in connection with the legislative mandate to provide assistance to the Nicaraguan democratic resistance. Under legislation to provide assistance to the resistance, AID is authorized to provide "food, clothing, shelter, medical services, medical supplies, and payment for such items or services." H.J. Res. 523, Section 3(c)(2) (emphasis added). We have determined that the underscored language allows payments of local currencies (cordobas) to members of the resistance, provided AID has reasonable assurances that the currencies eventually will be used for payments for the specific items listed in the statute.

Issues: The first issue here is whether international law restricts this type of payment, if AID knows that payees will enter Nicaragua with such currencies in violation of internal Nicaraguan law concerning currency controls. The second issue is whether the currencies must be purchased at any particular exchange rate under AID regulations.

Conclusions: International law does not prohibit the proposed purchase of cordobas nor the delivery of such cordobas to members of the resistance outside of Nicaragua. No exchange rate controls are applicable under U.S. law. AID should warn resistance members that their entry into Nicaragua with excess cordobas may violate Nicaragua law and subject them to arrest and prosecution. If the cordobas are purchased in Honduras, Honduran law should be respected.

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Discussion: The Decree No. 307, promulgated February 14, 1988 by the Government of Nicaragua, establishes the permissible limits on entering and exiting Nicaragua with local currency. The Decree provides that persons may take in or out of Nicaragua up to 1000 cordobas per calendar month without penalty. The law further states a presumption that a person leaving or entering Nicaragua within one calendar month is deemed to have exercised the right granted on local currency. Article 4 of Decree 307 provides that any cordobas found in excess of the limits established will be confiscated by the authorities. The U.S. Embassy in Managua has informed us that there may well be criminal sanctions applicable for violation of this law. This memorandum assumes that payments to individual resistance members will exceed the applicable limits.

A similar question arose in 1984 when AID desired to provide agricultural commodities for drought relief in areas of Ethiopia controlled by forces in rebellion to the Ethiopian government. A Memorandum prepared by State/L dated May 22, 1984 indicated that (1) the drafters did not know "whether Ethiopia has local laws prohibiting any assistance to local rebels and their families," and (2)

"[T]he offering of food to non-combatants for strictly humanitarian purposes is not a use of force prohibited by the U.N. Charter and is not a prohibited interference in the internal affairs of a foreign State. In other words, providing food under the circumstances described is simply not prohibited by international law."

Memorandum from L/AF (Edward Cummings) entitled "Humanitarian Relief for Ethiopia," May 22, 1984.

The opinion can be read to say that no provision of international law would prohibit the activity even if local laws are violated.

We are not aware of any provision of international law which would prohibit the contemplated activity simply because the recipients of the funds may violate internal Nicaragua law.

In previous legislation providing lethal and non-lethal assistance to the resistance, Congress had stated that such assistance did not violate international law. See, e.g., Military Construction Appropriations Act, FY 1987, P.L. 99-591, section 203 (d) which provides:

"The actions by the United States under this title in response to the concerns described in section (a)* are consistent with the right of the United States to defend itself and to assist its allies in accordance with international law and treaties in force."

Under prior assistance programs, resistance members were furnished with cordobas to take into Nicaragua without regard to whether internal Nicaraguan laws prohibited such movements of currency. This memorandum assumes Congress was aware of this and that the activity is encompassed by the term "actions" appearing in the quoted section. According to State/L, the only factor that has changed, since the prior legislation and practice was in effect, is the conclusion of the Sapoa agreement. Although the United States is not a party to that agreement and therefore is not bound by its terms under international law, the current legislation requires that assistance be given "consistent" with that agreement. Nothing in the agreement prohibits the contemplated cordoba transactions. If the resistance and the Sandinistas negotiate conditions regarding transactions in cordobas, AID will have to consider such agreement before determining whether cordobas may continue to be furnished under the terms of the current legislation.

It would be prudent to warn recipients of the funds that their entry into Nicaragua may violate local laws. They should be made aware that such violations may be used by the Nicaragua Government as a pretext to apprehend members of the resistance found inside Nicaragua with excess local currency.

With respect to the purchase of cordobas and the applicable exchange rate, H.J. Res. 523 provides that AID may expend the appropriated funds in the same manner

"as the agency administering the assistance provided pursuant to section 111 of the joint resolution making further continuing appropriations for the fiscal year 1988 (Public Law 100-202) could exercise with respect to provision of that assistance."

Id. at Section 4 (d). The authorities of the referenced agency provide that funds may be expended "without regard to the provisions of law and regulations relating to the expenditure of

*Section (a) is a preamble reciting general U.S. security concerns involving Nicaragua.

Government funds." 50 U.S.C. Section 403j (b). Any provision of law or regulation which would otherwise be applicable concerning the rate of exchange is therefore inapplicable to the purchase of cordobas.

If the purchase of cordobas takes place in Honduras, AID will have to comply with Honduran law, a subject beyond the scope of this memorandum. It should be noted that the bilateral agreements between the U.S., Honduras and Nicaragua, in particular the exchange rate provisions thereof, have no bearing on this question: These apply only to assistance requested by the host governments. Moreover, the exchange rate provisions of the Honduras agreement relate to the purchase of Honduran currency, not cordobas.

Clearances: GC, HFry Draft
DGC, JMullen Draft
State/L/ARA, DDarm Draft

Doc: Currency:GC/LAC:CBrown:4-21-88:X79182

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

Bob M. ...

28 APR 1986

GENERAL COUNSEL

MEMORANDUM

TO: Ted Morse, Director
Task Force for Humanitarian Relief in Central America

FROM: GC, Tim Fry *TMF*

SUBJECT: Procurement Authorities for Central American
Humanitarian Assistance

You asked for advice on the scope of A.I.D.'s legal authority to implement this program, with particular reference to procurement authorities.

As you know, P.L. 100-276 establishes A.I.D. as the Agency responsible for implementing the joint resolution in cooperation with other agencies.

Section 4(a)(1) provides specifically:

(1) The Agency for International Development shall direct, manage and provide for the delivery of assistance and support to the Nicaraguan democratic resistance through neutral organizations consistent with the Sapoa Agreement and as authorized by this joint resolution.

Section 4(d) provides:

All Government agencies shall cooperate with the Agency for International Development to ensure the orderly, effective direction, management and delivery by the Agency of assistance for the Nicaraguan democratic resistance.

Section 3 of P.L. 100-276 states the Congressional intent that the assistance be used to reinforce the Central American peace process by supporting negotiations leading to a permanent



U.S. Department of Justice

Civil Division

Office of the Assistant Attorney General

Washington, D.C. 20530

MAY - 4 1988

Honorable Howard M. Fry
General Counsel
Agency for International Development
Washington, D.C. 20523

Dear Mr. Fry:

We have been asked for our opinion on whether it is legal for the Agency for International Development ("AID") to supply humanitarian assistance to the Nicaraguan Resistance forces presently in Honduras. In rendering our opinion, we have made reference to H.J. Res. 523, Pub. L. 100-276, 100th Cong., 2d Sess. (Jan. 25, 1988) ("To provide assistance and support for peace, democracy, and reconciliation in Central America") (the "Resolution"), the legislative history of the Resolution, an English translation of the text of the Preliminary Cease-Fire Agreement between the Government of Nicaragua and the Nicaraguan Resistance, dated March 23, 1988 (the "Sapoa Agreement"), your explanation of relevant portions of the Esquipulas II Agreement cited in the Sapoa Agreement, and your May 2, 1988 memorandum to Mr. Ted Morse, Director TFHA, which concludes that the provision of humanitarian assistance to the Nicaraguan Resistance presently situated in Honduras is legal.

We are in agreement with your conclusion, and adopt the reasoning contained in your memorandum. In addition, our review raised the following question: whether provision of such assistance in Honduras may tend to support noncompliance with the Sapoa Agreement, so that the Verification Commission established pursuant to Article 9 of the Sapoa Agreement would find it inconsistent with the Sapoa Agreement and therefore violative of Section 2 of the Resolution requiring consistency with the Sapoa Agreement. We find the answer this question is no. To answer the question, we addressed Articles 2 and 4 of the Sapoa Agreement and the legislative history of the Resolution.

Article 2 of the Sapoa Agreement provides:

2. During the first 15 days, the resistance forces shall situate themselves in zones [in Nicaragua] whose location, size, and modus operandi shall be

mutually agreed upon through special commissions in a meeting at Sapoa to begin on Monday, March 28.

It is our understanding that the special commissions referred to in Article 2 have continued to meet beyond the first 15 days during which the Resistance forces were to have situated themselves in zones within Nicaragua. Since the parties are continuing negotiations pursuant to Article 2 and the Resistance forces cannot be regarded as having thwarted the effect of Article 2, it would appear that providing humanitarian assistance to the Resistance in Honduras rather than in the Nicaraguan zones where Article 2 contemplated the Resistance forces would be at this date would not tend to support noncompliance with Article 2 of the Sapoa Agreement.

Article 4 of the Sapoa Agreement provides:

4. For the purpose of guaranteeing food and basic supplies for the irregular forces, steps shall be taken to obtain exclusively humanitarian aid and only such aid shall be accepted, in accordance with section 5 of the Esquipulas II Agreements. That aid shall be channeled through neutral organizations.

It is our understanding that the term "irregular forces" is a synonym for the Nicaraguan Resistance and that Section 5 of the Esquipulas II Agreement addresses the nature and content of humanitarian aid, essentially prohibiting the use of such aid to purchase arms. Since the provision of the humanitarian assistance to the Resistance presently in Honduras would comply with the requirements of the Resolution, it would necessarily comply with the definition of humanitarian aid contemplated in the Sapoa and Esquipulas II Agreements and would be channeled through neutral organizations. See, e.g., Resolution, Sec. 4(1) ("The Agency for International Development shall direct, manage and provide for the delivery of assistance and support to the Nicaraguan democratic resistance through neutral organizations consistent with the Sapoa Agreement and as authorized by this joint resolution."). Thus, provision of such aid in Honduras would not tend to support noncompliance with Article 4 of the Sapoa Agreement.

Our cursory review of the Senate and House debates on the Resolution reinforces the explicit statement of Congress' intent in Section 3(a) of the Resolution itself: "It is the intention of Congress in providing additional assistance to the Nicaraguan democratic resistance to reinforce the Central American peace process by supporting negotiations leading to a permanent negotiated ceasefire agreement." While not wholly without

doubt,¹ we read the entirety of the legislative history to contemplate humanitarian assistance to the Nicaraguan Resistance in furtherance of the peace process irrespective of their location. The Resolution itself places no geographic limitation on the provision of such assistance. Moreover, it appears that Congress contemplated that such assistance would continue to be provided as long as it supports the peaceful ends of the Sapoa Agreement.²

In sum, based on our reading of the above-referenced sources, we concur in your conclusion that it is legal and consistent with H.J. Res. 523 to supply humanitarian assistance to the Nicaraguan Resistance presently situated in Honduras.

Sincerely yours,



John R. Bolton
Assistant Attorney General

¹ See 33 Cong. Rec. S 3502 (Mar. 31, 1988) (statement of Sen. Wirth) ("The package provides \$17.7 million in humanitarian assistance to the Contras, consisting only of food, clothing, shelter, medical services, and medical supplies. Aid will be distributed by a neutral organization identified by the Agency for International Development, such as the International Red Cross, and can only be delivered to the Contras in designated zones within Nicaragua identified by the Sapoa accord."). This is the only statement of this nature we have been able to find in either the House or Senate debates.

² This is so because it appears that Congress contemplated such assistance would be terminated upon the disruption of the cease fire. For example, when the question "what happens to aid if the cease-fire ended and the fighting resumes," was asked, Congressman Foley replied: "the assistance and support provided by the joint resolution must be consistent with the Sapoa agreement. The verification commission is responsible for determining what is and is not compatible with the agreement. If there was a disruption of the cease-fire, additional aid could not flow consistent with the agreement because it would not be in support of the agreement as undertaken by the party." 33 Cong. Rec. H 1338 (Mar. 30, 1988) (statements of Rep. Lowry and Rep. Foley).

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

Mr. Robert M. Sayre
Assistant Secretary for Management
Organization of American States
17th Street and Constitution Avenue, N.W.
Washington, D.C. 20006

Dear Mr. Sayre:

With regard to your letter of May 13, 1988, following is the legal opinion that the Agreement to fund the Verification Commission under the SAPOA Agreement is consistent with and complies with Sections 2 and 9 of Public Law 100-276 dated April 1, 1988.

Subject statute provides in Section 2 as follows:

Sec. 2 Consistency with SAPOA Agreement - The assistance and support for which this joint resolution provides shall be administered consistent with the SAPOA Agreement. No authority contained in this joint resolution is intended to be exercised in any manner that might be determined by the Verification Commission established by the SAPOA Agreement to be inconsistent with that Agreement or any subsequent agreement between the Government of Nicaragua and the Nicaraguan democratic resistance.

Section 9 of the statute further provides:

Sec. 9 Verification Commission - The President shall transfer to the Agency for International Development \$10,000,000 of unobligated funds from the appropriations accounts specified in section 6 for periodic payments to support the activities of the Verification Commission established by the SAPOA Agreement. Funds transferred pursuant to this section shall remain available until expended.

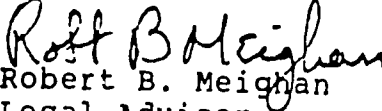
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Representatives of the Agency for International Development have been working with those of the Secretary General of the Organization of American States and with those of Cardinal Miguel Obando Y Bravo to draft a grant agreement to provide funding for the Verification Commission as specified in Section 9 above. That Agreement is in the final stages of negotiation.

I find that the draft Grant Agreement to be signed by the three parties is consistent with, and in compliance with, all of the requirements of Sections 2 and 9 of PL 100-276.

Sincerely yours,


Robert B. Meighan
Legal Advisor
Task Force on Humanitarian
Assistance

cc: Roberto Rivas

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United States Department of State

Washington, D.C. 20520

May 6, 1988

MEMORANDUM

TO : TFHA/AID - Robert Meighan

FROM : L/ARA - David Colson *DC*

SUBJECT: Legal Authority to Provide Humanitarian Assistance
to the Nicaraguan Resistance in Honduras

You have asked for my concurrence in your draft memo of May 2 directed from Mr. Fry to Mr. Morse.

I concur with the conclusion reached, which is that U.S. law does not prohibit the present provision of humanitarian assistance to the Nicaraguan democratic resistance in Honduras.

With the emergence of a new phase of the struggle in Nicaragua, the purpose of P.L. 100-276 was to provide strength for the resistance, at least at the humanitarian level. Senator Boren expressed the point most clearly during the Senate debate:

"If the Sandinista government were to know they could simply wait out the Contras, they would simply wait until their supplies ran out, until they did not have the basic necessities of food and shelter and medicine that is needed. They would simply have no incentive to negotiate meaningful changes.

"Therefore, it is very important if we want real peace to have a chance that the balance be restored in terms of the assets and the resources available to each side. (33 Cong. Rec. § 3482, March 31, 1988)."

Unilateral interpretations of the Sapoa Agreement which deny assistance, and which are not supported by the full Verification Commission, cannot constrain the provision of

assistance under P.L. 100-276 so long as it is provided by a neutral organization and does not violate the meaning of "humanitarian assistance" as set forth in the law.

There is an inference in your draft memo with which I disagree, however.

The last sentence of the second paragraph on the first page, and the carry-over paragraph, can be read to infer that the law would be violated if humanitarian assistance was provided to resistance personnel inside Nicaragua in the absence of a full agreement between the Resistance and the Sandinistas on all the modalities of the ceasefire zones. This does not appear to be an essential element for purposes of your present memo. I suggest that it would be preferable to address this question when the need arises in the light of specific facts. And I have marked up your present draft memo, (attached), in a manner which I believe keeps the issue open.


In this regard, I believe we must be mindful that the Sapoa Agreement, like Esquipulas II, has already become a rather flexible document. Article 4 appears susceptible of the interpretation that the Resistance may make its own arrangements for humanitarian supply by neutral organizations. If the Sandinistas are unable to agree to those arrangements, it is for the Verification Commission (not the Sandinistas) to indicate whether such arrangements are consistent with the Sapoa Agreement.

It is certainly possible to envision the prospect that the Sapoa talks will continue to drag out without breaking down. While a unilateral approach to resupply inside Nicaragua would certainly be controversial, it seems to me to be imprudent to conclude that such resupply would be unlawful in all situations. Accordingly, please regard my clearance as being contingent upon changes which keeps our options open on this point along the lines shown on the attached draft.

#2425E

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

May 10, 1988

TO: Mr. Ted Morse, Director TFHA
FROM: Tim Fry, GC 
SUBJECT: Legal Authority to Supply Humanitarian Assistance to
the Nicaraguan Resistance in Honduras

You have asked me if it is legal for A.I.D. to supply subject assistance at the present time in Honduras to Nicaraguan Resistance. This memorandum is to confirm that it is legal to do so.

The Sapoa Agreement was signed between the Republic of Nicaragua and the Nicaraguan Resistance on March 23, 1988. The purpose of the Agreement is to contribute to a national reconciliation. The Agreement provides in Paragraph 1 that military operations shall cease for a sixty day period. Under Article 2 the resistance forces are to situate themselves in zones in Nicaragua whose location, size and modus operandi shall be mutually agreed upon. Article 4 states that the resistance, for the purpose of guaranteeing basic food supplies, shall take steps to obtain humanitarian aid exclusively and that it shall be channeled thru neutral organizations. Article 9 of the Agreement establishes a commission to verify compliance with the Agreement. As of this writing the zones and their modus operandi mentioned in Article 2 have not been established. No deliveries by A.I.D. of humanitarian assistance to the resistance are being furnished inside Nicaragua at this time.

On April 1, 1988 the United States Congress passed a Joint Resolution 523, PL 100-276. It contained \$17,700,000 in humanitarian assistance for the Nicaraguan Resistance. Section 3(d) of the legislation provides that not more than \$2,900,000 of the assistance shall be furnished in April, and of that amount not less than \$400,000 shall be available for medical supplies and services. Section 4 of the legislation provides that A.I.D. shall furnish assistance through neutral organizations consistent with the Sapoa Agreement and as authorized by the joint resolution. Section 9 of the legislation provides \$10,000,000 in funding for the Verification Commission established by the Sapoa Agreement.

Both the Sapoa Agreement and the legislation anticipated that the cease fire zones and their modus operandi would be established during April 1988. That has not happened. The legislation provides that funds obligated during April shall not exceed \$2,900,000 of which not less than \$400,000 shall be available only for medical supplies and services. The clear intent of that provision was that some assistance was intended to be made available in April. As A.I.D. is not delivering those amounts within Nicaragua at the present time, A.I.D. is delivering the supplies to the Resistance in Honduras. A.I.D. is not taking any action inconsistent with the Sapoa Agreement. A.I.D. is making delivery through neutral organizations which are regular private commercial transportation companies within Honduras. A.I.D. is also having the contents of the deliveries verified by volunteers furnished by the Catholic church in Honduras. Those persons inspect the assistance being packaged and then follow the package on the transportation vehicle to the point of delivery. This ensures that the Sapoa Agreement's request that aid be only of a humanitarian nature is complied with. As soon as the zones are established and the modus operandi of delivery in Nicaragua is established, A.I.D. will of course conform to those procedures. At that time the Verification Commission provided for under the Sapoa Agreement will also be able to exercise its function in regard to the deliveries.

In addition, Section 3 of the legislation provides that "it is the intention of Congress in providing additional assistance to the Nicaraguan Democratic Resistance to reinforce the Central American peace process..." This clearly involves an area of concern and action beyond Nicaragua. That not all resistance units were located inside Nicaragua was known to all members of Congress before and during their vote on the legislation. Had Congress intended to limit assistance to a specific geographic area, such language could have easily been added to the legislation. Indeed, Section 8 of the law which concerns the Children's Survival Assistance specifically states that "at least one-half of the assistance" earmarked for this program will be provided through organizations "operating inside Nicaragua." As to humanitarian assistance, Congress intended it to be provided to a particular group of individuals, rather than in a specific geographic area.

U.S. Department of Justice

Civil Division

Office of the Assistant Attorney General

Washington, D.C. 20530

MAY - 4 1988

Honorable Howard M. Fry
General Counsel
Agency for International Development
Washington, D.C. 20523

Dear Mr. Fry:

We have been asked for our opinion on whether it is legal for the Agency for International Development ("AID") to supply humanitarian assistance to the Nicaraguan Resistance forces presently in Honduras. In rendering our opinion, we have made reference to H.J. Res. 523, Pub. L. 100-276, 100th Cong., 2d Sess. (Jan. 25, 1988) ("To provide assistance and support for peace, democracy, and reconciliation in Central America") (the "Resolution"), the legislative history of the Resolution, an English translation of the text of the Preliminary Cease-Fire Agreement between the Government of Nicaragua and the Nicaraguan Resistance, dated March 23, 1988 (the "Sapoa Agreement"), your explanation of relevant portions of the Esquipulas II Agreement cited in the Sapoa Agreement, and your May 2, 1988 memorandum to Mr. Ted Morse, Director TFHA, which concludes that the provision of humanitarian assistance to the Nicaraguan Resistance presently situated in Honduras is legal.

We are in agreement with your conclusion, and adopt the reasoning contained in your memorandum. In addition, our review raised the following question: whether provision of such assistance in Honduras may tend to support noncompliance with the Sapoa Agreement, so that the Verification Commission established pursuant to Article 9 of the Sapoa Agreement would find it inconsistent with the Sapoa Agreement and therefore violative of Section 2 of the Resolution requiring consistency with the Sapoa Agreement. We find the answer this question is no. To answer the question, we addressed Articles 2 and 4 of the Sapoa Agreement and the legislative history of the Resolution.

Article 2 of the Sapoa Agreement provides:

2. During the first 15 days, the resistance forces shall situate themselves in zones [in Nicaragua] whose location, size, and modus operandi shall be

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mutually agreed upon through special commissions in a meeting at Sapoa to begin on Monday, March 28.

It is our understanding that the special commissions referred to in Article 2 have continued to meet beyond the first 15 days during which the Resistance forces were to have situated themselves in zones within Nicaragua. Since the parties are continuing negotiations pursuant to Article 2 and the Resistance forces cannot be regarded as having thwarted the effect of Article 2, it would appear that providing humanitarian assistance to the Resistance in Honduras rather than in the Nicaraguan zones where Article 2 contemplated the Resistance forces would be at this date would not tend to support noncompliance with Article 2 of the Sapoa Agreement.

Article 4 of the Sapoa Agreement provides:

4. For the purpose of guaranteeing food and basic supplies for the irregular forces, steps shall be taken to obtain exclusively humanitarian aid and only such aid shall be accepted, in accordance with section 5 of the Esquipulas II Agreements. That aid shall be channeled through neutral organizations.

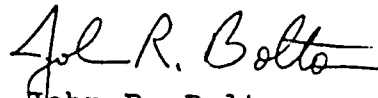
It is our understanding that the term "irregular forces" is a synonym for the Nicaraguan Resistance and that Section 5 of the Esquipulas II Agreement addresses the nature and content of humanitarian aid, essentially prohibiting the use of such aid to purchase arms. Since the provision of the humanitarian assistance to the Resistance presently in Honduras would comply with the requirements of the Resolution, it would necessarily comply with the definition of humanitarian aid contemplated in the Sapoa and Esquipulas II Agreements and would be channeled through neutral organizations. See, e.g., Resolution, Sec. 4(1) ("The Agency for International Development shall direct, manage and provide for the delivery of assistance and support to the Nicaraguan democratic resistance through neutral organizations consistent with the Sapoa Agreement and as authorized by this joint resolution."). Thus, provision of such aid in Honduras would not tend to support noncompliance with Article 4 of the Sapoa Agreement.

Our cursory review of the Senate and House debates on the Resolution reinforces the explicit statement of Congress' intent in Section 3(a) of the Resolution itself: "It is the intention of Congress in providing additional assistance to the Nicaraguan democratic resistance to reinforce the Central American peace process by supporting negotiations leading to a permanent negotiated ceasefire agreement." While not wholly without

doubt,¹ we read the entirety of the legislative history to contemplate humanitarian assistance to the Nicaraguan Resistance in furtherance of the peace process irrespective of their location. The Resolution itself places no geographic limitation on the provision of such assistance. Moreover, it appears that Congress contemplated that such assistance would continue to be provided as long as it supports the peaceful ends of the Sapoa Agreement.²

In sum, based on our reading of the above-referenced sources, we concur in your conclusion that it is legal and consistent with H.J. Res. 523 to supply humanitarian assistance to the Nicaraguan Resistance presently situated in Honduras.

Sincerely yours,



John R. Bolton
Assistant Attorney General

¹ See 33 Cong. Rec. S 3502 (Mar. 31, 1988) (statement of Sen. Wirth) ("The package provides \$17.7 million in humanitarian assistance to the Contras, consisting only of food, clothing, shelter, medical services, and medical supplies. Aid will be distributed by a neutral organization identified by the Agency for International Development, such as the International Red Cross, and can only be delivered to the Contras in designated zones within Nicaragua identified by the Sapoa accord."). This is the only statement of this nature we have been able to find in either the House or Senate debates.

² This is so because it appears that Congress contemplated such assistance would be terminated upon the disruption of the cease fire. For example, when the question "what happens to aid if the cease-fire ended and the fighting resumes," was asked, Congressman Foley replied: "the assistance and support provided by the joint resolution must be consistent with the Sapoa agreement. The verification commission is responsible for determining what is and is not compatible with the agreement. If there was a disruption of the cease-fire, additional aid could not flow consistent with the agreement because it would not be in support of the agreement as undertaken by the party." 33 Cong. Rec. H 1338 (Mar. 30, 1988) (statements of Rep. Lowry and Rep. Foley).

May 10, 1988

MEMORANDUM

TO : Files
FROM : *R. B. Meighan*
FROM : Robert B. Meighan
SUBJECT: Legal opinion for the Procurement of Various Items
REF : Warner to Meighan memo of May 5, 1988

I see no legal authority for the purchase of Wristwatches, compasses and covers therefore binoculars, ammunition pouches and ammunition vests.

I believe that flashlights and batteries therefore plus insect repellent are covered by the statute as they are shelter related. Also the pocket knives and lighters are permissible as food and shelter related. Suspenders and webb belts would constitute clothing and thus would also be covered under the statute.

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

MAY 19 1988

MEMORANDUM

TO: Director, TFHA, Ted D. Morse

FROM: TFHA Legal Advisor, *Robert Meighan* Robert Meighan

SUBJECT: Legal Authority to make Cash Payments for the Sustenance of Resistance Personnel in Remote Areas under House Joint Resolution 523 (Public Law 100-276 of April 1, 1988)

Section 3(b) (1) of subject statute provides \$17,700,000 in assistance for the Nicaraguan democratic resistance. Section 3(c) (1) defines "Assistance" as:

Only food, clothing, shelter, medical services, medical supplies, and payment for such items or services. (emphasis added)

A.I.D. plans to deliver the largest part of the assistance specified in the statute in kind. There are, however, instances in which cash may be provided directly to resistance personnel to allow them to purchase the assistance themselves. When resistance units are in the field it may be difficult or impossible at times to keep them fully supplied in kind with food and other sustenance.

At the present time A.I.D. has no way to supply resistance units in Nicaragua with assistance in kind, because the cease fire zones have not been established nor has the modus operandi for delivery. Some of those units are as far as three weeks walk from the border, and they could not possibly carry supplies that distance over the rough terrain. Even after the cross border air delivery program is established, the weather during the rainy season can prohibit air drops in an area for weeks or even months at a time. During those times also, currency may have to be sent in to allow units to purchase food locally. Some items particularly lend themselves to local purchase rather than having a supply operation from outside the region, such as meat and fresh fruits and vegetables.

There is legislative history indicating that the intent of the legislation is to provide the Contras and their families with the means to survive as they participate in the negotiations intended to produce a peaceful solution to the conflict. See 33 Congressional Record S-3502 (March 31, 1988) (statement of Senator Wirth). Put in slightly different terms, it was meant to keep one side from merely stalling the peace negotiations and waiting until the other side ran out of supplies, thus giving the former no incentive to negotiate meaningful changes. 33 Congressional Record S-3482 (March 31, 1988) (statement of Senator Boren). At the present time, A.I.D. has no way to support resistance units in Nicaragua other than giving them currency to purchase sustenance on the local market. There is no other way to accomplish the intent of the statute. If A.I.D. does not provide the currency, those resistance units would starve, begin taking basic items by force, or be forced to leave Nicaragua and go to a neighboring country where they can receive supplies in kind. All of those alternatives run directly contrary to the statutory purpose. The statute, by its terms supports the SAPOA Agreement, and that Agreement calls for resistance forces to be located inside Nicaragua, in established zones, for which a modus operandi will be agreed to for their supply of humanitarian assistance. By Article 2 of the SAPOA Agreement, those zones were to have been established during the first 15 days of April. They are not established as of this date, and it is not known when they will be. In the meantime, the democratic resistance cannot live without food. They have exhausted the local credit in some places. How critical the situation is varies from place to place, but it will only get worse as time drags on. If A.I.D. does not provide this currency to purchase food, the worst fears expressed by Senator Boren will be realized. The resistance will run out of basic supplies and be at the mercy of the other side.

This type of payment is provided for by the plain words of the statute. It authorizes A.I.D. to supply assistance therein defined, or to supply "payment for such items or services." There is a problem of accountability which will have to be watched closely. Auditors will not be able to enter Nicaragua to check on the ultimate use of the currency provided. Funds will at times be sent in with a courier to feed a unit. They will be delivered to the commander of the unit who may buy cattle and run an organized mess, or the funds may be passed on to individuals to purchase for themselves that which is available. The control insuring that the funding will indeed be used for basic sustenance lies in the amount of

funding furnished and the currency itself. Amounts provided will be based on estimates of the basic daily food needs of an individual, less any amounts that have been furnished for that individual in kind. Amounts may well work out to being less than \$1 per day per individual. The currency supplied will be cordobas, the currency of Nicaragua. That currency can only be used to purchase items in Nicaragua. The only items readily available in rural Nicaragua are the basic supplies which constitute assistance under the statute.

CONCLUSION: A.I.D. does have the legal authority to provide currency for resistance members in, or going into, Nicaragua so that those individuals can purchase food on the local economy.

AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON, D.C. 20523

MEMORANDUM

MAY 25 1988

TO: TFHA, Director, Ted D. Morse
 FROM: TFHA, Legal Advisor, *Robert B. Meighan*
 SUBJECT: What is a Neutral Delivery Agent and What Does it Do?

Article 2 of the Sopoia Agreement states that the resistance forces shall situate themselves in zones whose location, size and modus operandi shall be mutually agreed upon. Article 4 provides that steps shall be taken to obtain humanitarian aid to sustain such individuals, and "That aid shall be channeled through neutral organizations."

Public Law 100-276 passed on April 1, 1988 was passed to support the Central American Peace Process. Funds therein are transferred to A.I.D. to provide assistance to the Nicaraguan democratic resistance. The statute requires that that assistance, "shall be administered consistent with the Sapoia Agreement." Section 4(a) (1) of the Legislation further provides as follows:

Sec. 4, Direction, Management and Delivery -- (a) Delivery of Assistance -- (1) The Agency for International Development shall direct, manage and provide for the delivery of assistance and support to the Nicaraguan democratic resistance through neutral organizations consistent with the Sapoia Agreement and as authorized by this joint resolution.

Section 4(e) gives to A.I.D. supplemental authorities for the program to conduct procurement and expenditure of Government funds notwithstanding provisions of law which would otherwise be applicable.

The legislative history has two slightly different view points on the selection process for the neutral organization, but agreement on what the organization would do. One view is that the neutral organization would be identified by A.I.D., and that the assistance would be distributed by that organization. 33 Cong. Rec. S 3502 (March 32, 1988) (statement of Mr. Wirth). Another view is that the democrat resistance will nominate an organization and ask the Government of Nicaragua to agree. A disagreement will be referred to the verification commission for a determination. The function of the organization is to implement the delivery and transportation of the assistance, or to deliver the assistance under the general direction of A.I.D. 33 Cong. Rec. H 1324 (March 30, 1988) (statement of Mr. Foley).

The Sapoa Agreement is concerned only with the delivery of assistance to resistance forces in designated zones inside Nicaragua. In order to transport the assistance to the zones the organization will need the permission of the Government of Nicaragua to travel on or fly over its territory. If they are to rely on its ability, it will need the approval of the Resistance. Thus the organization will clearly have to be considered neutral by both of the parties to the Sopoia Agreement. A.I.D. has contacted a number of Air Service companies and presented their names and capabilities to resistance leaders. They will submit them to the Government of Nicaragua at the present round of talks. If those parties agree on one of those companies, then it could be used. The air service company could be under contract to A.I.D., the Resistance, or some third party. A.I.D. could fund the contract in any event out of our transportation account as long as the price and terms of the contract were reasonable. As far as funding any other costs of an involved organization is concerned, we would have to look at that. The costs would have to be so closely linked to the air services activity that we could consider them, "transportation".

The function of the neutral organization would be to transport the assistance specified in the statute from some point to the zones. Until the parties to Sapoia work out the details, we cannot be sure if this will be by land, or by air, or how it will be done. When they work out a general scheme, we will have to set up a system that is consistent therewith. We must assure that the system provides us our required accountability. A.I.D. would then plan and obtain the assistance, and move it to a departure point, using our special procurement authority if required. The neutral organization would move the assistance from that point and deliver it to the zones.

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

11/85

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MEMORANDUM

TO: RIG/A/T, Coinage N. Gothard
FROM: TFHA, *Robert B. Meighan*
SUBJECT: Questioned Communications Equipment
REF: Your memorandum to Ted Morse dated November 14, 1988,
same subject.

Ted Morse asked me to respond to reference memo. There are a number of legal tools which can be used to interpret the meaning of a statute. The first is the plain wording of the statute itself. Then, when there is still doubt as to the meaning, clarity can be provided by the printed record of statutory history. Additional reference can also be made to the usual dictionary definition of common terms, or a consistent accepted course of conduct under prior similar statutes. The Price Waterhouse November 10 Letter Report, however, takes a different approach all together. I must say that for me it is a first, though I have been working with questions of statutory interpretation for many years. If I understand it correctly, their interpretation of the statute is based solely on a memorandum, written in a foreign language, by an individual who is not a U.S. citizen, and who has no relationship whatsoever with the U.S. Congress. The memorandum states what the author was told in a telephone conversation by another person, who himself was relating a legal conclusion attributed to some other unidentified persons. The latter, presumably the ultimate source of the legal conclusion, are identified only as congressional lawyers, whoever that might be. The legal validity of the whole thing would seem to be highly unreliable quintuple hearsay, if there is such a term, when it gets to you; and worse when it gets to me. This is not an acceptable method of statutory interpretation.

The statute in fact is quite clear on its face. It states in Section 3(c)(2):

(2) The term "assistance" under this section also includes, to the extent consistent with the Sapoa Agreement, the use of not to exceed \$1,500,000 of the funds made available under subsection (b) for the purchase of communications equipment.

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) The statute does not in any way restrict purchases to any specific type of communications equipment. The Sapoa Agreement does not even mention communications equipment, so it does not make the distinction. Going back over the statutory history for PL 100-276 I find no basis for a statutory interpretation that some types are permitted while others are not. There is legislative history to support the proposition that the Verification Commission might determine that the supply of communications equipment is not in compliance with the Sapoa Agreement, but that has not happened. See 33 Cong. Rec. H 1338 and 1339 (Mar. 30, 1988)(statements by Rep. Lowry and Rep. Foley).

It is my understanding that the resistance will have substantial use for the hand held radios in the cease fire zones in Nicaragua when they are established, just as the resistance troops in sanctuary now are using them. In the zones there will be communication needs, both short and long distance, required for supply, perimeter patrol, control, and organization of life in general. Hand held radios in large part substitute for telephones which are not available in these remote areas. There is legislative history under PL 100-276 to indicate that the purpose of the legislation was to keep the resistance as a viable force in the region. 33 Cong. Rec. H 1332 and 1333 (Mar. 30, 1988) (statements by Rep. Lloyd and Rep. Lagomarsino). The communications capacity of the resistance is a part of that viability, and hand held radios have always been a part of the communications capacity. I see no legal basis for the proposition that hand held radios are not authorized under the statute.

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88-11-18-05

U. S. MAILING ADDRESS:
RIG/T
APO MIAMI 34022

AGENCY FOR INTERNATIONAL DEVELOPMENT

OFFICE OF THE REGIONAL INSPECTOR GENERAL
AMERICAN EMBASSY
TEGUCIGALPA - HONDURAS

TELEPHONES:
32-9987
also 32-3120 EXT. 2701-2703

November 14, 1988

Actn: TB
cc: TM
JL
RM

MEMORANDUM

TO : Ted Morse, D/TFHA/W
FROM : ^{for} Coinage N. Gothard, RIG/A/T *Francis B. O'W*
SUBJECT: Questioned Communications Equipment

Attached is a recent letter report dated November 10, 1988 by Price Waterhouse on questionable purchases of radio equipment by the Task Force on Humanitarian Assistance (TFHA).

We would appreciate as soon as possible any comments that the TFAA may have concerning the Price Waterhouse report.

cc: Phil Buechler, THFA/H

- 731 -

Price Waterhouse

November 10, 1988
Tegucigalpa, D.C.

Mr. Coinage Gothard
Regional Inspector General
for Audit
Agency for International
Development
United States Embassy
Tegucigalpa, D.C.


Dear Mr. Gothard:

Based on a memorandum (Exhibit I) from the Nicaraguan Resistance (NR) to Mr. Phillip Buechler, Director of the Task Force on Humanitarian Assistance in Honduras (TFHA/H), we consider the expenditures listed in Exhibit II for ICOM radio equipment to be questionable. We are questioning these expenditures because, according to the referenced memorandum, the radios and associated equipment are considered by the United States Congress to be tactical in nature. That is, their application is considered to be military and thus not allowable under Public Law 100-276.

We requested, through your office, a clarification from the TFHA in Washington on the types of radios eligible under P.L. 100-276 (US Embassy/Tegucigalpa cable #018068). However, the response to this cable does not specifically identify the types of radios authorized for delivery (ICOM, SOUTHCOM, etc.). The TFHA has delivered both ICOM and SOUTHCOM radios to the NR. Unless we receive further clarification on the eligibility criteria of the radio equipment, we will assume that the referenced memorandum is correct in that ICOM radios and associated parts are not eligible for delivery to the NR, and that the purchase and delivery of this equipment is a violation of P.L. 100-276.

If you have any further questions regarding this report, please don't hesitate to contact me.

Sincerely,



—Revnaldo Rodriguez
Director

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COMANDO EN JEFE FUERZAS ARMADAS ECUATORIANAS

"TRANSMISIONES MILITARES R.N."

TEGUCIGALPA D.C.

13 DE JULIO DE 1,968

AL : SR. FELIPE, JEFE DEL PROYECTO A.I.D.
 INF. : CMDTE. GRAL. 380
 DEL : DEL JEFE DE COMUNICACIONES E.R.N. FTE. NORTE
 ASUNTO : SOLICITUD DE COMPRAS RADIOS DE COMUNICACION

1.- De acuerdo con el asunto y conversacion telefonica del dia 8 de julio del presente mes, donde ud. me comunico, que por resolucion de los señores abogados del Congreso, no se comprarían los radios ICON, ya que fueron considerados como TACTICOS.

Le hago la presente solicitud para usar los fondos destinados de comunicaciones para la compra de radios SOUTHCOM (SC-130) y Accesorios que a continuacion le detallo:

Item	Descripcion	QTY	Price	Amount
1	Transceiver Only, SC-130 RT 991-900 no Accessories	100	4,702.50	470,250.00
2	Battery Lead Acid Pack SC-130BP	200	261.25	52,250.00
3	Solar Power Unit 991-341 SCB05A	100	1,097.25	109,725.00
4	Hand Set 991-304 SC 609	300	142.50	42,750.00
5	Connecting Lead External Power 991-130 SC-130 CL	200	80.75	16,150.00
6	Adapters SC 764 No. 9222000	100	152.00	15,200.00
7	Adapters SC 762 No. 9221300	100	109.25	10,925.00

6	Duplex Antenna RC-500	100	210.00	21,000.00
9	54 Board 10012 - 2000	20	451.00	9,020.00
10	58 Board 10012 - 4000	10	1,008.00	10,080.00
11	CINTAS PRT-500 EPSON RIBBON CARTRIDGE (BLACK) No. 60709	500	4.00	2,000.00

TOTAL . = 760,420.00

OBSERVACIONES:

A) Las Item 9 y 10, son repuestos para Radios RF 30-90

B) La ~~10~~¹¹ es para los Printer de las codificadoras XMP-500 DATOTEK



FLORES
Jefe de Comunicaciones E.R.N. FTE. NORTE.

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001050
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100

12/10

EXHIBIT II

TASK FORCE ON HUMANITARIAN ASSISTANCE
PURCHASES OF ICOM RADIO EQUIPMENT

ITEM	QUANTITY ORDERED	UNIT COST	TOTAL COST
ICOM MODEL ICH6 TRANSCEIVER	250	458.00	\$114,500.00
ICOM MODEL IC-BP-4 CASE	250	16.00	4,000.00
TOTAL FOR PURCHASE ORDER 8125			\$118,500.00
ICOM MODEL ICH6 TRANSCEIVER	500	390.00	\$195,000.00
ICOM MODEL IC-BP-4 CASE	500	14.00	7,000.00
TOTAL FOR PURCHASE ORDER 8147			\$202,000.00
SPRING, PUSH-TO-TALK, F/U/W ICOM IC-H6 HANDHELD RADIO	200	1.58	316.00
SWITCH, PUSH-TO-TALK, F/U/W ICOM IC-H6 HANDHELD RADIO	200	4.48	896.00
ANTENNA, HELIFLEX, F/U/W ICOM IC-H6 HANDHELD RADIO 159 TO 165 MHZ	200	20.70	4,140.00
CONNECTOR, BNC TYPE BASE F/U/W ICOM	200	5.98	1,196.00
TRANSISTOR, POWER AMPLIFIER P/N 2SC 1947	1000	15.82	15,820.00
INTEGRATED CIRCUIT IC-MC3357P	50	10.67	533.50
INTEGRATED CIRCUIT IC-TC9 122P	30	20.21	606.30
INDUCTOR, L101 LS160	30	2.16	64.80
INDUCTOR, L107. LS221	30	1.90	57.00
INDUCTOR, L2200 LS160	30	2.16	64.80
INDUCTOR, LP211 LB91	30	2.08	62.40
INDUCTOR, L212 LB134	30	1.90	57.00
SCREW, M2.6X6	100	0.16	16.00
MICROPHONE, EM80	100	2.00	200.00
TRIMMER, MCB50B11200C28620PF	30	0.92	27.60
TRIMMER, MCV52VIH100C20610PF	30	0.92	27.60
INDUCTOR, LA143 L230	50	1.50	75.00
TRANSISTOR, 2SC2053	50	2.50	125.00
TRANSISTOR, 2SC2458	20	0.34	6.80
TRANSISTOR, 2SA1015	20	1.82	36.40
TRANSISTOR, 2SD562C	30	1.00	30.00
INTEGRATED CIRCUIT, IC-8A526	20	9.04	180.80
TRANSISTOR, 2SB562	20	1.00	20.00
INTEGRATED CIRCUIT, IC-TC5081AP	20	8.90	178.00
INTEGRATED CIRCUIT, IC-TC5082P	20	11.44	228.80
TRANSISTOR, 2SC2026	20	1.82	36.40
TRANSISTOR, 2SC383	20	1.50	30.00
CAPACITOR, 10 MFD, 6V	20	2.74	54.80
EXTENSION CABLES NO MODEL F/U/W ICOM H6 HANDHELD RADIO	2	22.02	44.04
SWITCH PUSH-TO-TALK F/U/W MODEL N. TWN 0301 ICOM H6 HANDHELD RADIO	100	2.98	298.00

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TASK FORCE ON HUMANITARIAN ASSISTANCE
PURCHASES OF ICOM RADIO EQUIPMENT

ITEM	QUANTITY ORDERED	UNIT COST	TOTAL COST
TOTAL FOR PURCHASE ORDER 8105			\$25,429.04
SPRING, PUSH-TO-TALK, F/U/W ICOM ICH6 HANDHELD RADIO	200	1.58	316.00
SWITCH, PUSH-TO-TALK, F/U/W ICOM ICH6 HANDHELD RADIO	300	2.98	894.00
ANTENNA, HELIFLEX, F/U/W ICOM ICH6 HANDHELD RADIO	200	20.70	4,140.00
CONNECTOR, BNC TYPE BASE F/U/W ICOM	200	5.98	1,196.00
TRANSISTOR, POWER AMPLIFIER, P/N 2SC1947	1000	15.82	15,820.00
INTEGRATED CIRCUIT, IC-MC3357P	50	10.67	533.50
INTEGRATED CIRCUIT, IC-TC9122P	30	20.21	606.30
INDUCTOR, L101 LS160	30	2.16	64.80
INDUCTOR, L107 LS221	30	1.90	57.00
INDUCTOR, L220 LS160	30	2.16	64.80
INDUCTOR, LP211 LB91	30	2.08	62.40
INDUCTOR, L212 LB134	30	1.90	57.00
SCREW, M2. 6X6	100	0.16	16.00
MICROPHONE, EM80	100	2.00	200.00
TRIMMER, MCB50B1H200C28620PF	30	0.92	27.60
TRIMMER, MCV52V1H100C20610PF	30	0.92	27.60
INDUCTOR, LA143 L230	50	1.50	75.00
TRANSISTOR, 2SC2053	50	2.50	125.00
TRANSISTOR, 2SC2458	20	0.34	6.80
TRANSISTOR, 2SA1015	20	1.82	36.40
TRANSISTOR, 2SB562C	50	1.00	50.00
INTEGRATED CIRCUIT, IC-BA562	20	9.04	180.80
INTEGRATED CIRCUIT, IC-TS5081AP	20	8.90	178.00
INTEGRATED CIRCUIT, IC-TC5082P	20	11.44	228.80
TRANSISTOR, 2SC2026	20	1.82	36.40
TRANSISTOR, 2SC383	20	1.50	30.00
CAPACITOR, 10 MFD, 6 V	20	2.74	54.80
EXTENDER CABLES	2	22.02	44.04
SUBTOTAL FOR PURCHASE ORDER 8166			25,129.04
DISCOUNT			2,010.32
TOTAL FOR PURCHASE ORDER 8166			\$23,118.72
TOTAL			\$369,047.76

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

December 8, 1988

MEMORANDUM

TO: EXO/TFHA, Ted D. Morse
AID/TFHA, John Lovaas
AID/TFHA, Linda Tarpeh-Doe

FROM: AID/TFHA, *Robert B. Meighan*
AID/TFHA, Robert Meighan

SUBJECT: A.I.D. Understanding with the Congress on FAP
limits.

We have recently had a request from the Resistance to increase the number of names on the FAP list. A.I.D. has had an understanding with the Congress that the total amount of funding for FAP, and the number of recipients, will be limited. That understanding is evidenced in correspondence from the House Intelligence Committee, but I think that the understanding also goes beyond that correspondence. For example, see the attached memo from AA/LEG dated April 12, 1988. I do not think that TFHA should unilaterally expand the program at all.

Attachments:
a/s

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

April 12, 1988

INFORMATION MEMORANDUM FOR THE ADMINISTRATOR

FROM : LEG, Kelly C. Kammerer |LC/KC

SUBJECT: Contra Assistance Briefings

Ted Morse, Garber Davidson (LAC/GC) and David Liner (LEG) today met with HFAC staffers Jack Brady and George Ingram regarding the implementation of the humanitarian package in Central America. Major points clarified were:

1. PVO's use of hospitals and clinics run by the Government of Nicaragua (GON) is prohibited by the legislation.
2. While payments to the families of Contras may be continued, the program should not be expanded.
3. While they would have no problem with A.I.D. providing assistance to the Contras in Honduras prior to the Verification Committee (VC) being functional, many in Congress would have serious concerns.
4. No problem with A.I.D.'s definition of "children".
5. The list of PVO's listed in the legislation should not be exclusive.

In a separate meeting with House Intelligence Committee staffers Mike O'Neill, Duane Andrews, Dick Giza and Steve Nelson and HAC staffer Mark Murray, the following points were raised/clarified:

1. No clear interpretation regarding the use of GON hospitals or clinics. While participants did not voice a strong opinion, most agreed that the primary intent was to keep funds out of the GON coffers.

2. No problems with A.I.D.'s definition of "children".
3. The list of PVO's listed in the legislation should not be considered as exclusive.
4. The role A.I.D. has defined for the VC is consistent with their views (i.e. verification, not financial accountability).
5. While family payments may continue, A.I.D. should offer food and other goods where possible; in no way should the family payment program be expanded. The last full month of payments should be used as guidance.
6. On the question of operations in Honduras prior to a functioning VC, Mark Murray indicated that he had serious reservations about doing anything without VC consultation.

When Morse explained the problems involved in awaiting action by the VC, Murray did not back down, but the other participants agreed deliveries could begin, provided the operations were completely open and public and neutral private contractors verified that the shipments were completely non-lethal in nature. Later in the day, Mr. Murray called to advise that a meeting would be held at 3:00 p.m. April 12 in the Speaker's office (AID not invited) to discuss this issue.

cc: A/AID, Ted Morse
LAC/GC, Garber Davidson✓
A/AID, Rick Kimberly

LEG:DLiner:(0023H):04/11/88:ext. 68476

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ceasefire agreement, viewed by Congress as an essential step towards the establishment of peace and democracy in Nicaragua. Unobligated funds transferred to A.I.D. under this program remain available through September 30, 1988, except for those funds appropriated for survival of children, which shall remain available until expended.

P.L. 100-276 gives A.I.D. broad authority to carry out this humanitarian assistance program. Specifically, Section 4(e) provides the following supplemental authorities:

(e) SUPPLEMENTAL AUTHORITIES.--In addition to the authorities otherwise available by law to the Agency for International Development, in carrying out this Act, the Agency for International Development may exercise the same authorities, including authorities relating to procurement and expenditure of Government funds other than confidential funds, as the agency administering the assistance provided pursuant to section 111 of the joint resolution making further continuing appropriations for the fiscal year 1988 (Public Law 100-202) could exercise with respect to provision of that assistance.

It is evident that Congress intended to give A.I.D. very broad authority under Section 4(e) - the same authority available to the agency administering assistance under Section 111 of PL 100-202 for the procurement and expenditure of Government funds other than confidential funds. The legislative history of PL 100-276 records Congressional intent to shift responsibility for administering assistance to the Nicaraguan democratic resistance to A.I.D. in the context of the Sapoa Agreement and to shift Congressional oversight responsibilities for this assistance from only the Intelligence Committees to include A.I.D.'s authorizing and appropriations committees. See statements of Representatives Atkins and Foley (Cong. Rec. H1336, H1338, March 30, 1988) and the statements of Senators Durenberger, Harkin, and Leahy in the Congressional debates on this bill (Cong. Rec. S3489, S3496, S3499, March 31, 1988).

The basic authorities of the Section 111 agency are set forth in 50 U.S.C. 403j. They are very broad and provide, in both subsections (a) and (b) of Section 403j, that that agency may expend its appropriations "notwithstanding" and "without regard to the provisions of law and regulations relating to the expenditure of Government funds." We believe this broad exemption from law and regulations relating to the expenditure of Government funds is applicable to A.I.D., in carrying out this humanitarian assistance program, by virtue of P.L. 100-276, Section 4(e). Accordingly, we do not believe that A.I.D. is required by law to apply normal procurement

requirements set forth in the Foreign Assistance Act or the Federal Acquisition Regulation, including those relating to U.S. flag air and ocean carrier preferences, procurement source restrictions, and competitive selection of contractors.

Although this broad legal framework will assure maximum flexibility to A.I.D. in carrying out this program, we share your concern that the authorities be exercised responsibly and with proper accountability. As you provided in your Redlegation of Authority No. _____, dated April 8, 1988, to the Deputy Director, you contemplate issuing further policy guidance relating to the execution of procurement documents. These authorities were conditioned on the requirement that they be used "in consultation with a contracts officer, and such other technical personnel as they deem necessary" and "in accordance with regulations, procedures, and policies established or modified or promulgated by the Director of the Task Force." We will work with you and the Task Force to establish these policies within the legal framework outlined above.

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

May 2, 1988

TO: Mr. Ted Morse, Director TFHA

FROM: Tim Fry, GC

SUBJECT: Legal Authority to Supply Humanitarian Assistance to
the Nicaraguan Resistance in Honduras

You have asked me if it is legal for A.I.D. to supply subject assistance at the present time in Honduras to Nicaraguan Resistance. This memorandum is to confirm that it is legal to do so.

The Sapoa Agreement was signed between the Republic of Nicaragua and the Nicaraguan Resistance on March 23, 1988. The purpose of the Agreement is to contribute to a national reconciliation. The Agreement provides in Paragraph 1 that military operations shall cease for a sixty day period. Under Article 2 the resistance forces are to situate themselves in zones in Nicaragua whose location, size and modus operandi shall be mutually agreed upon. Article 4 states that the resistance, for the purpose of guaranteeing basic food supplies, shall take steps to obtain humanitarian aid exclusively and that it shall be channeled thru neutral organizations. Article 9 of the Agreement establishes a commission to verify compliance with the Agreement. As of this writing the zones and their modus operandi mentioned in Article 2 have not been established, so no deliveries by A.I.D. of humanitarian assistance to the resistance can be furnished inside Nicaragua.

On April 1, 1988 the United States Congress passed a Joint Resolution 523, PL 100-276. It contained \$17,700,000 in humanitarian assistance for the Nicaraguan Resistance. Section 3(d) of the legislation provides that not more than \$2,900,000 of the assistance shall be furnished in April, and of that amount not less than \$400,000 shall be available for medical supplies and services. Section 4 of the legislation provides that A.I.D. shall furnish assistance through neutral organizations consistent with the Sapoa Agreement and as authorized by the joint resolution. Section 9 of the legislation provides \$1,000,000 in funding for the

Both the Sapoa Agreement and the legislation anticipated that the cease fire zones and their modus operandi would be established during April 1988. That has not happened. The legislation provides that funds obligated during April shall not exceed \$2,900,000 of which not less than \$400,000 shall be available only for medical supplies and services. The clear intent of that provision was that some assistance was intended to be made available in April. As A.I.D. is unable to deliver those amounts within Nicaragua because of the lack of agreement between the Government of Nicaragua and the Resistance, A.I.D. is delivering the supplies to the Resistance in Honduras. A.I.D. is not taking any action inconsistent with the Sapoa Agreement. A.I.D. is making delivery through neutral organizations which are regular private commercial transportation companies within Honduras. A.I.D. is also having the contents of the deliveries verified by volunteers furnished by the Catholic church in Honduras. Those persons inspect the assistance being packaged and then follow the package on the transportation vehicle to the point of delivery. This ensures that the Sapoa Agreement's request that aid be only of a humanitarian nature is complied with. As soon as the zones are established and the modus operandi of delivery in Nicaragua is established, A.I.D. will of course conform to those procedures. At that time the Verification Commission provided for under the Sapoa Agreement will also be able to exercise its function in regard to the deliveries.

In addition, Section 3 of the legislation provides that "it is the intention of Congress in providing additional assistance to the Nicaraguan Democratic Resistance to reinforce the Central American peace process..." This clearly involves an area of concern and action beyond Nicaragua. That not all resistance units were located inside Nicaragua was known to all members of Congress before and during their vote on the legislation. Had Congress intended to limit assistance to a specific geographic area, such language could have easily been added to the legislation. Indeed, Section 8 of the law which concerns the Children's Survival Assistance specifically states that "at least one-half of the assistance" earmarked for this program will be provided through organizations "operating inside Nicaragua. As to humanitarian assistance, Congress intended it to be provided to a particular group of individuals, rather than in a specific geographic area.

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

... 22 1983

TO: TFHA, Harry Dorcus
FROM: TFHA, Robert Meighan
SUBJECT: Public Law 100-276, Purchase of Communications
Equipment.

This memorandum is to confirm that the \$1,500,000 available for the purchase of subject for the Nicaraguan assistance, but is not included in the \$2,700,000 monthly expenditure limits.

Section 3(b) of the statute provide \$17,700,000 for assistance to as only food, clothing, shelter, medical services and medical supplies. Section 3(c) (2) states that assistance under Section 3(b) 2 also includes \$1,500,000 for the purchase of communications equipment. Section 3(d) states that the funding under Section 3(b) obligated for the purchase of items and services described in (c) (1) shall not exceed \$2,700,000 for any month after May. (emphasis mine). Because the communications equipment is contained in Section (c) (2) and is not described in Section (c) (1), it is not subject to the monthly limitation.

Thus TFHA can obligate each month \$2,700,000 for food, clothing, shelter, and medical supplies and services. On top of that TFHA can purchase communications equipment in any month, as long as the cumulative total spent for that item does not exceed \$1,500,000.

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

8/88

MEMORANDUM

TO: D/TFHA, Ted D. Morse

FROM: TFHA, Legal Advisor, *Robert B. Meighan*

SUBJECT: Earmarks and Limitations on Funding Provided by
Public Law 100-276 for Assistance to the Nicaraguan
Resistance

Section 3(b) of subject statute provides \$17,700,000 for assistance for the resistance. Those funds remain available through September 30, 1988. The earmarks and limitations on that funding are as follows.

a Not to exceed \$1,500,000 may be used for the purchase of communications equipment (Section 3(c)(2)).

b. Monthly obligations shall not exceed \$2,900,000 in April and May, of which not less than \$400,000 each month shall be available for medical supplies and services. Monthly obligations for June through September shall not exceed \$2,700,000 per month. (Section 3(d)).

c. \$2,190,000 shall be provided only to the Indian resistance force known as Yatama. (Section 3g).

The purpose of this memorandum is to show the status of those earmarks and limitations, and indicate how they might affect the program through September. The numbers used are actual Task Force obligations through July, with planned budget figures for August and September. July figures are close but have not yet been finally reconciled. To start it is necessary to define terms used in the statute. These definitions were confirmed with Congressional staff members during consultations by the TFHA Director and Legal Advisor early in the program.

- 1) The terms, "not to exceed", or, "shall not exceed", establish a ceiling. Obligations may not be more than that amount. They may be anything less than that amount down to zero.
- 2) The term, "not less than", means that that amount must be spent for that purpose.
- 3) The term, "shall be provided only to", means the purposes for which the funds can be utilized. If they cannot be utilized as specified, then those funds must be returned to the Treasury and may not be used for any other purpose.

It is interesting here to note that there never was sufficient funding available to meet all of the ceilings. Available funding was \$400,000 short of those limits, as shown below.

<u>Funding Available</u>	<u>Funding Ceilings</u>
\$17,700,000	\$2,900,000 April
	\$2,900,000 May
	\$2,700,000 June
	\$2,700,000 July
	\$2,700,000 August
	\$2,700,000 September
	<u>\$1,500,000</u> Communications
<hr/>	
\$17,700,000	\$18,100,000 Total

EARMARKS

As stated above, the program started with \$17,700,000 in available funding. That amount is affected by the earmarks as follows.

1. TFHA did meet the required monthly earmark of not less than \$400,000 in April and May to be available for medical supplies and services. Those amounts were included in the monthly ceilings.

2. TFHA does not expect to meet the earmark of \$2,190,000 which under the statute shall be provided only to the Yatama. Thus the difference between the amount of the earmark, and the amount actually provided to the Yatama, must be subtracted from the \$17,700,000 as it cannot be used for any other purpose. Through July, TFHA had provided \$765,580 in assistance to the Yatama. Budget figures for August and September will be at least \$224,420 for a total of \$990,000. That leaves a short fall of \$1,200,000 under this earmark. Reducing the original amount of \$17,700,000 by that figure leaves \$16,500 000 available for the program.

CEILINGS:

1. The statute provides a ceiling of not to exceed \$1,500,000 for the purchase of communications equipment TFHA is considering obligation of up to that full amount. To date, TFHA has obligated \$735,342 for communications equipment, and plans to obligate additional funds up to the ceiling during August and September. It is noted that this amount is included in total program funding, but is not subject to the monthly ceilings. Those ceilings apply only to assistance described in Section 3(c)(1) of the statute. The communications equipment is described in Section 3(c)(2) of the statute.

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2. Section 3(c)(1) obligations will be within the ceilings for those obligations, and the total of those obligations will be well within total available program funding, even if TFF approaches the ceiling for Communications Equipment.

<u>Section 3(c)(1)</u>		<u>Section 3(c)(1)</u>
<u>Monthly Actual & Projected Obligations</u>		<u>Monthly Obligations</u>
April	\$ 1,296,032	\$ 2,900,000
May	2,899,982	2,900,000
June	2,682,347	2,700,000
July	2,700,000	2,700,000
August	2,700,000	2,700,000
September	2,700,000	2,700,000
	<u>\$14,978,361</u>	<u>\$16,600,000</u>

Available overall funding to meet the \$14,978,361 amount obligated under Section 3(c)(1) is calculated as follows:

\$17,700,000	Original funding
- 1,500,000	Communications equipment
<u>\$16,200,000</u>	
- 1,200,000	Yatama earmark shortfall
<u>\$15,000,000</u>	

Clearance:
GC/LP:RLester (Subs) Date 8/8/88

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

October 4, 1988

MEMORANDUM

TO: AID/TFHA, Ted Morse
FROM: AID/TFHA, *Robert B. Meighan*
SUBJECT: Making a Family Assistance Payment (FAP) to Enrique Bermudez for the Month of August

The Former Military Commander for the resistance, Enrique Bermudez, has been on the Miami FAP list for some time. In July of this year he was elected to the Directorate of the resistance. A.I.D. has a policy that persons in the political arm of the resistance, which includes members of the directorate, are not to be on the FAP list. Although Mr. Bermudez was elected to the Directorate in July, it is desired to allow him one month to make other financial arrangements for the support of his family before he is taken off the list. Thus he would be included in the list in August, but would not be included thereafter.

I see no legal problem in allowing Mr. Bermudez to be on the FAP list in August. He has been receiving FAP for some time based on his position in the resistance. The FAP has been provided so that he can supply the basic necessities of food, medicine, clothing, and shelter for his family. It seems very reasonable to allow a one month transition period now that his position has changed. I note the provision in the State Department Authorization Act of 1987 (Public Law 100-204, dated December 22, 1987), Section 109, which prohibits A.I.D. from using funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress. I do not think that that statute applies to this case. It seems obvious to me that TFHA is not using appropriated funds for the prohibited purpose. Mr. Bermudez has always received FAP for an authorized purpose, that of providing for his family while he was serving the resistance. The August Payment is made for the same purpose, the only difference being that it is a last transitional month. There is no reason to believe that Mr. Bermudez did in fact engage in publicity or propaganda

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activities during August which were designed to support or defeat legislation pending before Congress. He was not even in Washington during August, according to him and State liaison officers. Certainly the August FAP payment to be made to him is not provided because TFHA wanted him to try to influence legislation. I think that the A.I.D. policy of not putting political directors of the resistance on the FAP list is a good one. Allowing this one month transitional payment does not raise havoc with that policy.

I spoke with Jon Miller, GC/EPA who agrees with this position. It was suggested, however, if we wish to be sure we are covered we could exercise our special statutory authority, which would make the inclusion of Mr. Bermudez on the August list proper beyond a doubt. I have drafted the attached finding for your signature to accomplish this.

AID/TFHA:RMieghan:ml:09/22/88:0752A

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

DETERMINATION

Discussion:


Enrique Bermudez has been on the Family Assistant Payment (FAP) list for some time as the military commander of the resistance. In July of this year Mr. Bermudez was elected to the resistance directorate. The Task Force for Humanitarian Assistance (TFHA) has a policy that the FAP list should only contain names of persons from the military and support arm of the resistance. Political directors are not to be included on the list. TFHA wishes to make a very limited exception to this policy for Mr. Bermudez. He will be allowed to be paid from the FAP program for the month of August 1988. After that time his name will no longer be included on the list, and he will no longer be eligible for FAP payments. This limited one month exception is being granted to give Mr. Bermudez that period of time to make other financial arrangements for the support of his family. Consultation with other government agencies confirms that Mr. Bermudez is not receiving similar assistance from any other Agency in August.

Authority:

Pursuant to Section 4 (e) of Public Law 100-276, dated April 1, 1988, A.I.D. has been granted extraordinary AID to expend program funds not withstanding and without regard to the provisions of law and regulations normally relating to government funds. As Director of TFHA you have been delegated this full authority by the Administrator of A.I.D. by virtue of his delegation of authority dated April 1, 1988.

Recommendation:

That you authorize the inclusion of Mr. Bermudez on the FAP list for the payment to be made covering August 1988.

Approved 

Date Oct. 4, 1988

Disapproved _____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

10/88

MEMORANDUM

TO: TFHA, Ted D. Morse
TFHA, John Lovaas
FROM: TFHA, *Robert B Meighan*
Robert Meighan

SUBJECT: The Purchase of items such as boats or trucks for the resistance for use in transporting assistance

I have discussed subject purchases with a number of persons who are working with the Task Force. I see the main problem as one of accountability, that is, control of an item furnished to insure that it is used only for the purposes intended by the statute. Under the present law, section 9006 (a) (1) states that A.I.D. may obligate \$27,140,000 to provide specifically defined items of assistance to the resistance. Section 9006 (a) (2) provides A.I.D. with such funds as may be necessary to provide transportation for the assistance authorized by section 9006 (a) (1). TFHA has no additional authority to provide transportation service for the resistance. TFHA can transport only the assistance which it provides under the statute, and cannot legally provide transportation for other goods, services, or individuals.

The standards of accountability for this program are reemphasized in the statute itself. Section 9014 (a) of the present law provides, by reference to other provisions of law, that standards, procedures and controls shall be established to assure that funds are fully accounted for and are used exclusively for the purposes authorized. It would appear to me a very difficult proposition to furnish something in the nature of a boat or a truck to the resistance, and at the same time insure that it would be used exclusively for the purposes authorized. That is, that it would be used only for the transportation of the assistance which we furnish pursuant to the statute, and for no other transportation. It seems more likely that the resistance would use the item for their general transportation requirements, which use is not authorized by the statute.

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I have heard it stated that an important use of inflatable boats would be for medical evacuations when that action is required. If that were the case, I would think it possible to work out a system in which A.I.D. purchases such boats and then keeps them in our warehouse under our control. When a medical evacuation emergency arises the boats could be released for use in that emergency. When the required evacuations are completed, the craft could be returned to the warehouse. It would not seem difficult in that situation to provide adequate assurance that the boats are being used only for an authorized purpose under the statute, that of furnishing medical service to the resistance.

Though items like boats or trucks could be furnished to provide authorized transportation services as outlined above, such items could not be furnished to the resistance as items of assistance. They are not included in the limited definition of assistance contained in Section 9006 (b) of the present statute. There is also confirmation of this point in the legislative history of the statute for the prior A.I.D. program (Public Law 100-276). That statute contained a similar definition of assistance. One Senator in his comments on that law stated, "It should be made very clear that we are talking about humanitarian assistance. We are not talking about non-lethal equipment which could include trucks, jeeps, and helicopters." 33 Congressional Record S-3503 (March 31, 1988) (statement of Senator Kerry).

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

11/88

MEMORANDUM

TO: D/TFHA, Ted D. Morse
TFHA, John Lovaas

FROM: TFHA, *Robert B. Meighan*
TFHA, Robert B. Meighan

SUBJECT: TFHA Does Not Have Legal Authority to Transport
Donated Goods to the Nicaraguan Resistance

TFHA has on several occasions been requested to provide transportation for donated goods to the resistance. It is clear under both the prior and present statutes that TFHA has no such authority. Public Law 100-276 was enacted to furnish humanitarian assistance for the resistance from April through September 1988. Section 3(b) (1) of that statute authorized the transfer to A.I.D. of \$17,700,000 to provide that assistance. Section 3(e) authorized the transfer to A.I.D. of funding necessary to transport the assistance authorized by Section 3(b). Section 3(e) (2) in relevant part states that transportation provided under this subsection may not be used to deliver any assistance other than that authorized by subsection 3(b). Thus, by the plain wording of the statute, A.I.D. may provide transportation only for assistance which A.I.D. purchases pursuant to that same statute. That would not include donated goods.

The present statute is contained in Title IX of the Department of Defense Appropriation Act of 1989. Section 9006(a)(1) provides for the transfer to A.I.D. OF \$27,140,000 to provide humanitarian assistance to the resistance from October 1, 1988, to March 31, 1989. Section 9006(a)(2) further provides such funds as may be necessary to provide transportation for assistance authorized by Section 9006(a)(1). TFHA has no other funding for program transportation. Thus, the same situation exists under the present law. TFHA has legal authority only to transport items which are authorized and purchased under the authority of those statutes.

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11/88

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

MEMORANDUM

TO: RIG/A/T, Coinage N. Gothard
FROM: TFHA, *Robert B. Meighan*
SUBJECT: Questioned Communications Equipment
REF: Your memorandum to Ted Morse dated November 14, 1988,
same subject.

Ted Morse asked me to respond to reference memo. There are a number of legal tools which can be used to interpret the meaning of a statute. The first is the plain wording of the statute itself. Then, when there is still doubt as to the meaning, clarity can be provided by the printed record of statutory history. Additional reference can also be made to the usual dictionary definition of common terms, or a consistent accepted course of conduct under prior similar statutes. The Price Waterhouse November 10 Letter Report, however, takes a different approach all together. I must say that for me it is a first, though I have been working with questions of statutory interpretation for many years. If I understand it correctly, their interpretation of the statute is based solely on a memorandum, written in a foreign language, by an individual who is not a U.S. citizen, and who has no relationship whatsoever with the U.S. Congress. The memorandum states what the author was told in a telephone conversation by another person, who himself was relating a legal conclusion attributed to some other unidentified persons. The latter, presumably the ultimate source of the legal conclusion, are identified only as congressional lawyers, whoever that might be. The legal validity of the whole thing would seem to be highly unreliable quintuple hearsay, if there is such a term, when it gets to you; and worse when it gets to me. This is not an acceptable method of statutory interpretation.

The statute in fact is quite clear on its face. It states in Section 3(c)(2):

(2) The term "assistance" under this section also includes, to the extent consistent with the Sapoa Agreement, the use of not to exceed \$1,500,000 of the funds made available under subsection (b) for the purchase of communications equipment.

- 254.

The statute does not in any way restrict purchases to any specific type of communications equipment. The Sapoa Agreement does not even mention communications equipment, so it does not make the distinction. Going back over the statutory history for PL 100-276 I find no basis for a statutory interpretation that some types are permitted while others are not. There is legislative history to support the proposition that the Verification Commission might determine that the supply of communications equipment is not in compliance with the Sapoa Agreement, but that has not happened. See 33 Cong. Rec. H 1338 and 1339 (Mar. 30, 1988)(statements by Rep. Lowry and Rep. Foley).

It is my understanding that the resistance will have substantial use for the hand held radios in the cease fire zones in Nicaragua when they are established, just as the resistance troops in sanctuary now are using them. In the zones there will be communication needs, both short and long distance, required for supply, perimeter patrol, control, and organization of life in general. Hand held radios in large part substitute for telephones which are not available in these remote areas. There is legislative history under PL 100-276 to indicate that the purpose of the legislation was to keep the resistance as a viable force in the region. 33 Cong. Rec. H 1332 and 1333 (Mar. 30, 1988) (statements by Rep. Lloyd and Rep. Lagomarsino). The communications capacity of the resistance is a part of that viability, and hand held radios have always been a part of the communications capacity. I see no legal basis for the proposition that hand held radios are not authorized under the statute.

88-11-18-05

AGENCY FOR INTERNATIONAL DEVELOPMENT

U. S. MAILING ADDRESS:
RIG/T
APO MIAMI 34022

OFFICE OF THE REGIONAL INSPECTOR GENERAL
AMERICAN EMBASSY
TEGUCIGALPA - HONDURAS

TELEPHONES:
32-9987
also 32-3120 EXT. 2701-2703

November 14, 1988

Actn: TB
cc: TM
JL
RM

MEMORANDUM

TO : Ted Morse, D/TFHA/W
FROM : ^{JW} Coinage N. Gothard, RIG/A/T *Frederic B. O'W*
SUBJECT: Questioned Communications Equipment

Attached is a recent letter report dated November 10, 1988 by Price Waterhouse on questionable purchases of radio equipment by the Task Force on Humanitarian Assistance (TFHA).

We would appreciate as soon as possible any comments that the TFAA may have concerning the Price Waterhouse report.

cc: Phil Buechler, THFA/H

Price Waterhouse

November 10, 1988
Tegucigalpa, D.C.

Mr. Coinage Gothard
Regional Inspector General
for Audit
Agency for International
Development
United States Embassy
Tegucigalpa, D.C.

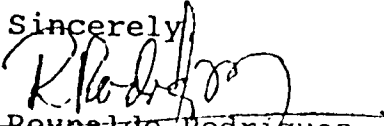
Dear Mr. Gothard:

Based on a memorandum (Exhibit I) from the Nicaraguan Resistance (NR) to Mr. Phillip Buechler, Director of the Task Force on Humanitarian Assistance in Honduras (TFHA/H), we consider the expenditures listed in Exhibit II for ICOM radio equipment to be questionable. We are questioning these expenditures because, according to the referenced memorandum, the radios and associated equipment are considered by the United States Congress to be tactical in nature. That is, their application is considered to be military and thus not allowable under Public Law 100-276.

We requested, through your office, a clarification from the TFHA in Washington on the types of radios eligible under P.L. 100-276 (US Embassy/Tegucigalpa cable #018068). However, the response to this cable does not specifically identify the types of radios authorized for delivery (ICOM, SOUTHCOM, etc.). The TFHA has delivered both ICOM and SOUTHCOM radios to the NR. Unless we receive further clarification on the eligibility criteria of the radio equipment, we will assume that the referenced memorandum is correct in that ICOM radios and associated parts are not eligible for delivery to the NR, and that the purchase and delivery of this equipment is a violation of P.L. 100-276.

If you have any further questions regarding this report, please don't hesitate to contact me.

Sincerely,



Reinaldo Rodriguez
Director

COMANDO EN JEFE FUERZAS ARMADAS ECUATORIANAS DE LA RESISTENCIA

"TRANSISIONES MILITARES R.N."

TEGUCIGALPA D.C.

13 DE JULIO DE 1,988

AL : SR. FELIPE, JEFE DEL PROYECTO A.I.D.
 INF. : CMDTE. GRAL. 380
 DEL : DEL JEFE DE COMUNICACIONES E.R.N. FTE. NORTE
 ASUNTO : SOLICITUD DE COMPRAS RADIOS DE COMUNICACION

1.- De acuerdo con el asunto y conversacion telefonica del dia 8 de julio del presente mes, donde ud. me comunico, que por resolucion de los señores abogados del Congreso, no se comprarían los radios ICOM, ya que fueron considerados como TACTICOS.

Le hago la presente solicitud para usar los fondos destinados de comunicaciones para la compra de radios SOUTHCOM (SC-130) y Accesorios que acontinuacion le detallo:

Item	Descripcion	QTY	Price	Amount
1	Transceiver Only, SC-130 RT 991-900 no Accessories	100	4,702.50	470,250.00
2	Battery Lead Acid Pack SC-130BP	200	261.25	52,250.00
3	Solar Power Unit 991-341 SC805A	100	1,097.25	109,725.00
4	Hand Set 991-304 SC 609	300	142.50	42,750.00
5	Connecting Lead External Power 991-130 SC-130 CL	200	80.75	16,150.00
6	Adapters SC 764 No. 92227000	100	151.00	15,100.00
7	Adapters SC 762 No. 92223500	100	109.25	10,925.00

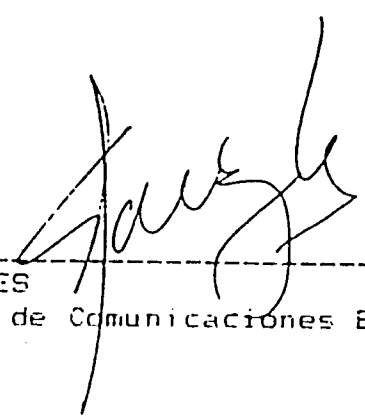
8	Dipole Antenna RC-500	100	110.00	11,000.00
9	A9 Board 10012 - 2200	20	450.00	9,000.00
10	A9 Board 10012 - 4000	10	1,000.00	10,000.00
11	CINTAS PRT-500 EPSON RIBBON CARTRIDGE (BLACK) No. 60709	500	4.00	2,000.00

TOTAL . = 760,420.00

OBSERVACIONES:

A) Las Item 9 y 10, son repuestos para Radios RF 30-90

B) La ~~10~~¹¹ es para los Printer de las codificadoras XMP-500 DATOTEK



FLORES
Jefe de Comunicaciones E.R.N. FTE. NORTE.

cc: 1010
cc: 1050
cc: Arch
cc: com.

EXHIBIT II

TASK FORCE ON HUMANITARIAN ASSISTANCE
PURCHASES OF ICOM RADIO EQUIPMENT

ITEM	QUANTITY ORDERED	UNIT COST	TOTAL COST
ICOM MODEL ICH6 TRANSCEIVER	250	458.00	\$114,500.00
ICOM MODEL IC-BP-4 CASE	250	16.00	4,000.00
TOTAL FOR PURCHASE ORDER 8125			\$118,500.00
ICOM MODEL ICH6 TRANSCEIVER	500	390.00	\$195,000.00
ICOM MODEL IC-BP-4 CASE	500	14.00	7,000.00
TOTAL FOR PURCHASE ORDER 8147			\$202,000.00
SPRING, PUSH-TO-TALK, F/U/W ICOM IC-H6 HANDHELD RADIO	200	1.58	316.00
SWITCH, PUSH-TO-TALK, F/U/W ICOM IC-H6 HANDHELD RADIO	200	4.48	896.00
ANTENNA, HELIFLEX, F/U/W ICOM IC-H6 HANDHELD RADIO 159 TO 165 MHZ	200	20.70	4,140.00
CONNECTOR, BNC TYPE BASE F/U/W ICOM	200	5.98	1,196.00
TRANSISTOR, POWER AMPLIFIER P/N 2SC 1947	1000	15.82	15,820.00
INTEGRATED CIRCUIT IC-MC3357P	50	10.67	533.50
INTEGRATED CIRCUIT IC-TC9 122P	30	20.21	606.30
INDUCTOR, L101 LS160	30	2.16	64.80
INDUCTOR, L107. LS221	30	1.90	57.00
INDUCTOR, L2200 LS160	30	2.16	64.80
INDUCTOR, LP211 LB91	30	2.08	62.40
INDUCTOR, L212 LB134	30	1.90	57.00
SCREW, M2.6X6	100	0.16	16.00
MICROPHONE, EM80	100	2.00	200.00
TRIMMER, MCB50BLH200C28620PF	30	0.92	27.60
TRIMMER, MCV52VIN100C20610PF	30	0.92	27.60
INDUCTOR, LA143 L230	50	1.50	75.00
TRANSISTOR, 2SC2053	50	2.50	125.00
TRANSISTOR, 2SC2458	20	0.34	6.80
TRANSISTOR, 2SA1015	20	1.82	36.40
TRANSISTOR, 2SB562C	30	1.00	30.00
INTEGRATED CIRCUIT, IC-8A526	20	9.04	180.80
TRANSISTOR, 2SB562	20	1.00	20.00
INTEGRATED CIRCUIT, IC-TC5081AP	20	8.90	178.00
INTEGRATED CIRCUIT, IC-TC5082P	20	11.44	228.80
TRANSISTOR, 2SC2026	20	1.82	36.40
TRANSISTOR, 2SC383	20	1.50	30.00
CAPACITOR, 10 MFD, 6V	20	2.74	54.80
EXTENSION CABLES NO MODEL F/U/W ICOM H6 HANDHELD RADIO	2	22.02	44.04
SWITCH PUSH-TO-TALK F/U/W MODEL N. TWN 0301 ICOM H6 HANDHELD RADIO	100	2.98	298.00

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TASK FORCE ON HUMANITARIAN ASSISTANCE
PURCHASES OF ICOM RADIO EQUIPMENT

ITEM	QUANTITY ORDERED	UNIT COST	TOTAL COST
TOTAL FOR PURCHASE ORDER 8105			----- \$25,429.04 -----
SPRING, PUSH-TO-TALK, F/U/W ICOM ICH6 HANDHELD RADIO	200	1.58	316.00
SWITCH, PUSH-TO-TALK, F/U/W ICOM ICH6 HANDHELD RADIO	300	2.98	894.00
ANTENNA, HELIFLEX, F/U/W ICOM ICH6 HANDHELD RADIO	200	20.70	4,140.00
CONNECTOR, BNC TYPE BASE F/U/W ICOM	200	5.98	1,196.00
TRANSISTOR, POWER AMPLIFIER, P/N 2SC1947	1000	15.82	15,820.00
INTEGRATED CIRCUIT, IC-MC3357P	50	10.67	533.50
INTEGRATED CIRCUIT, IC-TC9122P	30	20.21	606.30
INDUCTOR, L101 LS160	30	2.16	64.80
INDUCTOR, L107 LS221	30	1.90	57.00
INDUCTOR, L220 LS160	30	2.16	64.80
INDUCTOR, LP211 LB91	30	2.08	62.40
INDUCTOR, L212 LB134	30	1.90	57.00
SCREW, M2. 6X6	100	0.16	16.00
MICROPHONE, EM80	100	2.00	200.00
TRIMMER, MCB50B1H200C28620PF	30	0.92	27.60
TRIMMER, MCV52V1H100C20610PF	30	0.92	27.60
INDUCTOR, LA143 L230	50	1.50	75.00
TRANSISTOR, 2SC2053	50	2.50	125.00
TRANSISTOR, 2SC2458	20	0.34	6.80
TRANSISTOR, 2SA1015	20	1.82	36.40
TRANSISTOR, 2SB562C	50	1.00	50.00
INTEGRATED CIRCUIT, IC-BA562	20	9.04	180.80
INTEGRATED CIRCUIT, IC-TS5081AP	20	8.90	178.00
INTEGRATED CIRCUIT, IC-TC5082P	20	11.44	228.80
TRANSISTOR, 2SC2026	20	1.82	36.40
TRANSISTOR, 2SC383	20	1.50	30.00
CAPACITOR, 10 MFD, 6 V	20	2.74	54.80
EXTENDER CABLES	2	22.02	44.04
SUBTOTAL FOR PURCHASE ORDER 8166			----- 25,129.04
DISCOUNT			2,010.32
TOTAL FOR PURCHASE ORDER 8166			----- \$23,118.72 -----
TOTAL			----- \$369,047.76 =====

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

September 15, 1988

MEMORANDUM TO THE FILES

FROM:

TFHA, *Robert B. Meighan*
Robert Meighan

SUBJECT: Legality of Allowing the Resistance to Share A.I.D.
Funded Assistance with Prisoners Which They Hold

Public Law 100-276, dated April 1, 1988, provides assistance for the Nicaraguan democratic resistance. The legislative history for that statute indicates that the intent of the law is to make assistance available to members of the resistance and their family members. The question is now presented, is it within the framework of the law for the resistance to share this assistance with prisoners which they are holding?

The resistance is holding a number of Sandinista prisoners at Bocay. There are reports that the physical condition of those prisoners is quite serious. Their ability to receive health care and the basic necessities of life in that remote location is doubtful. If they are moved to Yamales they could be cared for if the resistance were allowed to share with them the assistance provided to the resistance by A.I.D.

When it holds prisoners, the resistance has the legal and moral responsibility to care for them. It must provide them with the basic necessities of life which include food, shelter, and health care. Because of their status as prisoners, the individuals are confined and are unable to seek this assistance from other sources. If the resistance does not maintain them, no one else can. The A.I.D. assistance provided to the resistance can be shared with the prisoners to help meet this responsibility of the resistance. As the prisoners are presently in a place where their health is in jeopardy, as a part of their health care, A.I.D. resources can be used to move them to Yamales where the needed health services can be administered.

TFHA:RMeighan:vlm:Wang 0728A

'262'

RM

JUN 27 1989

MEMORANDUM

TO: D/TFHA, Ted D. Morse

FROM: TFHA/Legal Advisor, Robert B. Meighan

SUBJECT: Civic Education Training Courses For The Resistance Under PL-101-14

Under Public Law 101-14 (April 18, 1989), TFHA has the legal authority to continue all of the activities which it had carried out in the Phase II program. In addition, pursuant to Section 2(b) of the statute, TFHA has additional authority to support voluntary reintegration of and voluntary regional relocation by the resistance. This additional authority could include a training program, to the extent that the training has as its purpose, the preparation of resistance members and their families for a civilian way of life when the time comes. The program could provide vocational and literacy training, to enable resistance members to make a living and support their families in a civilian society. It could also include a type of civics training designed to help resistance members to begin to think like civilians, and to understand the rights and responsibilities of individuals living in a democratic society.

There are, however, certain legal tests which this training must meet in order to be authorized under the statute.

1. TFHA only has legal authority to provide humanitarian assistance to members of the military arm of the resistance and their families. The training would have to be assistance to those persons, and not to others.
2. TFHA has legal authority only to maintain, and not to increase the resistance. This training authority cannot be used to establish and fund new units in the resistance which did not exist before. This is not a new issue, as when we obtained authority to do human rights training, the resistance wanted to use the authority to establish new branch offices for the Fiscalia.

3. The authority may not be used to de facto expand the FAP list. Our auditors are still questioning our having the medical doctors under IMC in this regard, even though we cleared that in Congressional consultation. On a related point, we were cautioned in our latest consultation not to pick up persons coming off of other payrolls and having them on our payroll. Thus, we should not pay a salary to any resistance member, and especially not to anyone connected with the resistance but not with the military side.
4. Training authority can only be used to do training. It cannot be used as a cover to do other activities. Once again, when we received the human rights training authority, others strongly urged us to interpret it to include monitoring, investigation, and prosecution authority.
5. The training course content must be reasonably related to the reintegration or relocation of the person being trained. Activities, for example, such as training an individual to be a political activist so that he can go out and influence the voting pattern of others, would be too remote and would not fall into that category.

TFHA:RMeighan:cc:6/27/89: #1644B

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

SEP 21 1989

MEMORANDUM

TO: GC/TFHA, Robert B. Meighan

FROM: GC/CCM, Ken Fries *KF*
GC/CCM, Eileen Hsieh *EA*

SUBJECT: Retroactive Overtime Payments to TFHA PSC Contractors

We have reviewed the documentation that you forwarded concerning the issue of overtime payments under TFHA PSCs. In light of the statements made by the TFHA contracting officers, retroactive amendment of the PSCs to increase payments for services already rendered is proper and does not require ratification or extraordinary contractual authority to justify the action.

The cable from TFHA/Honduras explains that, at the time of contract execution, the contracting officer did not include overtime provisions in the PSCs but promised the contractors that he would amend the PSCs at a later date to include retroactive straight-time overtime payments. The contractors began work and proceeded to incur overtime hours upon the assumption that they would be paid for this effort. Although direct hire contractors are not compensated for overtime, procurement policy permits the judicious use of overtime payments for PSC contractors (normally in short-term contracts). Overtime hours in PSCs must be authorized specifically in the schedule of the contract. Handbook 14, App. D, p. 14-177. Upon the verbal authorization from the TFHA Field Director, the contracting officer amended the contracts to include retroactive overtime payments.

Without further documentation on the actual compensation and overtime payments, we have no comment on the assertion in the IG draft audit report that the payments exceeded the compensation ceiling mandated in HB 26, section 231.5-1. We note, of course, that any future overtime payments should be calculated to comport with the compensation limitations unless a waiver is authorized.

Finally, while the urgent circumstances surrounding Phase I of the Program probably justified overtime hours and payments to the contractors, as a matter of policy, we should not institute overtime as a regular line item in PSCs. The suspension of overtime for the duration of the subject PSCs (except for specifically approved cases) should stand.

cc: M/SER/OP, Frank Moncada

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UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

October 16, 1989

MEMORANDUM

TO: Frank Moncada
FROM: *Robert B. Meighan*
Robert B. Meighan
SUBJECT: Overtime Payments to PSC Contractors--Congressional
Correspondence

This is written to facilitate your response to subject correspondence. A draft audit memorandum written by RIG/A/T on April 28, 1989 recommends that TFHA either recover sums designated as questionable payments or obtain the appropriate justification for waiving those payments. Subsequent to the audit memorandum, we were informed that the situation originally arose because the contracting officer had promised the contractors that they would be compensated for overtime worked, but time pressures were responsible for it not being included in the original contracts.

TFHA referred this matter to GC/CCM for an expert opinion. That opinion, copy attached, reaches the conclusion that, in light of the statements of the contracting officer, the act of paying the contractors for the overtime worked was proper and does not require ratification or extraordinary contractual authority to justify the action. Based on that opinion I see no legal basis to question the payments. TFHA must live up to its contractual obligations just like any other party. I will send a copy of this memorandum, to RIG/A/T in Honduras.

PM

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

TO: Ted D. Morse, TFHA
FROM: *Robert B. Meighan*
Robert B. Meighan, TFHA Legal Advisor

OCT 17 1989

SUBJECT: Use by the OAS of Sapoa Verification Commission Funds to Monitor the February 1990 Elections in Nicaragua

During our regular Congressional consultation on November 11, 1989, I agreed to provide the Task Force legal analysis underlying subject use of funding. Our position is as follows.

Public Law 100-276, dated April 1, 1988, provides in Section 9 that \$10,000,000 shall be made available to support the activities of the Verification Commission established by the Sapoa Agreement. The Statute further provides that this funding shall remain available until expended, thus the funding is still available.

The Sapoa Agreement was signed on March 23, 1988 between the Government of Nicaragua and the Nicaraguan Resistance. It provided for a cease fire, and for steps to be taken to work out a national reconciliation. To date, the procedures to accomplish the national reconciliation have not been worked out, but the cease fire generally still holds and neither side has abrogated the Agreement. Article 9 of the Sapoa Agreement establishes a Verification Commission, consisting of Cardinal Obando y Bravo and the Secretary General of the OAS, to verify compliance with the Agreement. Article 8 of the Sapoa Agreement provides as follows:

8. The Government of Nicaragua confirms that persons who have been reincorporated into peaceful life may participate under equal conditions and guarantees in elections for the Central American Parliament, and in municipal elections, on the dates established for them, as well as in national general elections on the dates established in the constitution.

The Cooperative Agreement to fund the activities of the Sapoa Verification Commission was signed between A.I.D. and both members of the Commission on May 18, 1988. Attachment A to that Agreement contains the program description. The specific program activities contained in Attachment A closely track the provisions of the Sapoa Agreement. Clause C(9) of the Attachment provides as follows:

9. Verification of Participation in Elections for Central American Parliament, Municipal Elections, and National Elections (Article 8): as is to be determined by the Commission, the Commission's staff in Managua may monitor preelection activities in Nicaragua. The Commission may also establish a network of observers throughout Nicaragua to verify the implementation of Article 8 of the Sapoa Agreement.

Based on the above, it is my opinion that funding provided to the Sapoa Verification Commission under the Cooperative Agreement may be utilized by the Secretary General of the OAS to monitor the February 1990 elections in Nicaragua.

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

BM

December 21, 1989

TO: THE FILES
FROM: *Robert B. Meighan*
Robert B. Meighan, TFHA/Legal Advisor

SUBJECT: The Legal Requirement to Maintain Audit Rights in
Regard to Funds Paid to the Supreme Electoral Council
in Nicaragua Pursuant to Public Law 101-119 (October
21, 1989)

Subject statute provides funding to support the election
process in Nicaragua. The House Committee report which
accompanied H.R. 3385 provided:

Finally the mechanisms should be in place to assure
that the funds to NED and its grantees will be
independently audited in a timely fashion in order to
prevent misuse of these funds prior to the Nicaraguan
election.

TFHA has interpreted this as a reference to the concurrent
audit process carried out by private audit firms, a procedure
which TFHA has been using regularly in its other programs.
Based upon this interpretation the Grant Agreement between
A.I.D. and the National Endowment for Democracy (NED) provides
that there must be a concurrent audit of the financial
transactions of any foreign subgrantee or organization to whom
grant funds are provided. There is a similar provision in the
agreements between NED and its subgrantees. The subgrantee
must provide the concurrent audit reports to NED on a monthly
basis, and NED in turn provides them to the A.I.D. Task Force.
The question here presented is whether this concurrent audit
procedure must also be applied to funds required to be paid by,
or on behalf of, a local subgrantee to the Supreme Electoral
Council in Nicaragua.

It is my legal opinion that the concurrent audit requirement
must be applied to all subgrants made to foreign organizations,
but that it is not required for funds paid to the SEC because
those payments are in the nature of a tax rather than a grant.
Because the funds are in the nature of a tax, there will be no
grant agreement between the parties in which audit rights can
be reserved; nor is it likely that the taxpayer can insist on
such rights in relation to funds paid. That these funds are
paid in the nature of a tax can be determined from the payment
itself. NED has no right to decide the amount of the payment,
who it is paid to, or what it can ultimately be used for.

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Instead, local law mandates that payment must be made, to the Government, for the privilege of conducting other activities. The local law determines the amount of the payment, and states where and how the payment must be made. That this was understood by the U.S. Congress is clear from the legislative history of the statute, in which reference is made to the SEC payment as payment of a tax. See, Vol. 135 Cong. Rec. H 6627 (Oct. 4, 1989) (Statement of Mr. Obey); Vol. 135 Cong. Rec. 6638 (Oct. 4, 1989) (Statement of Mr. Kyl); Vol. 135 Cong. Rec. S 13534 (Oct. 17, 1989) (Statement of Sen. McCain); Vol. 135 Cong. Rec. S 13554 (Oct. 17, 1989) (Statement of Sen. Durenberger). It was also clear that once this tax was paid, NED would have no way to control SEC use of the funds. Vol 135 Cong. Rec. S 13522 (Oct. 17, 1989) (Statement of Sen. Adams); and that the tax might even end up helping candidates of the Sandinista Party. See, Vol. 135 Cong. Rec. C 6640 (Oct. 4, 1989) (Statement of Mr. Kleczka), Vol. 135 Cong. Rec. S 13529 (Oct. 17, 1989) (Statement of Sen. Bumpers).

The A.I.D. Task Force had realized at the time that the statutory language was being negotiated between the State Department and Congressional staff, that the project would require the payment of this tax, and that auditors would be able to account for use of the funds only up to the point where the tax was paid to the SEC. Thus, the Task Force insisted that the statutory language provide for payment of the tax, by specifically naming the SEC as an eligible recipient. In recognition of the audit problem, the statute also provides "That it is the sense of Congress that the National Opposition Union's representative on the Supreme Electoral Council will seek to insure that any funds going to the Supreme Electoral Council are used solely for technical electoral purposes such as ballot boxes and ballot printing:" From our meeting with Dr. Fiallios of the SEC, it was my understanding that although our funds would be commingled with the funds of others, and that although outside parties could not be given audit rights over the SEC's activities; we would be furnished with the general audit of the fund when it becomes available. I suspect that that is about the best that we are going to be able to do.

TFHA:BM^{Rm}eighan:bm:12/21/89:Wang 2545B

DATE: June 26, 1990
TO: Lou Mundy, Acting RIG/A/T
FROM: Roque A. Ardón, RIG/A/T Auditor *R. Ard*
RE: Audit Reports submitted to RIG/A/T by Price Waterhouse

Phase III of the Humanitarian Assistance to the Nicaraguan Resistance covered the period May 1, 1989 through April 30, 1990. During this period, Price Waterhouse performed a concurrent audit of the delivery of humanitarian assistance by the Task Force on Humanitarian Assistance (TFHA) and the activities performed by four contractors and grantees, i.e. IMC, CAI, ANPDH and the Office of the Military Prosecutor, issuing a total of 30 weekly and 11 biweekly reports (on delivery of humanitarian assistance, only), 32 monthly reports, 8 bimonthly reports, 4 quarterly reports, 16 special reports, and five final audit reports. All the monthly, bimonthly, quarterly and final audit reports (and several of the special reports) were referenced by RIG/A/T and are considered as formal audit reports. A summary of the reports issued is provided below.

Delivery of Humanitarian Assistance:

30 Weekly Reports (May 1, 1989 through November 25, 1989);
11 Biweekly Reports (Nov. 29, 1989 through April 30, 1990);
12 Monthly Reports (May 1989 through April 1990); and
1 Final Audit Report.

International Medical Corps (IMC):

5 Monthly Reports (May 1989 through September 1989);
2 Bimonthly Reports (October 1989 through January 1990);
1 Quarterly Report (February 1990 through April 1990); and
1 Final Audit Report.

Creative Associates International, Inc. (CAI):

5 Monthly Reports (May 1989 through September 1989);
2 Bimonthly Reports (October 1989 through January 1990);
1 Quarterly Report (February 1990 through April 1990); and
1 Final Audit Report.

Nicaraguan Association for Human Rights (ANPDH):

6 Monthly Reports (May 1989 through October 1989);
3 Bimonthly Reports (October 1989 through January 1990); and
1 Final Audit Report.

Nicaraguan Resistance's Office of the Military Prosecutor (JM):

4 Monthly Reports (August 1989 through November 1989);
1 Bimonthly Report (December 1989 through January 1990);
2 Quarterly Reports (May-July 1989, February-April 1990); and
1 Final Audit Report.

MEMORANDUM

TO: Coinage N. Gothard, Jr. RIG/A/T

FROM: Philip Buechler DFO, TFHA/H



SUBJECT: Interim Audit Report of the Humanitarian Assistance Provided to the Nicaraguan Democratic Resistance in Honduras under Public Law 100-276

I have reviewed your subject memo and while most observations appear accurate, there seems to be some misinformation on pages 4 and 5 regarding procedures used by the Honduran Catholic Church to verify that exclusively humanitarian assistance is provided to the Nicaraguan Democratic Resistance (NDR) in Honduras.

The memorandum states on page 5 "The Task Force for Humanitarian Assistance/ Honduras (TFHA/H) requested and has received periodic observations by the Honduran Catholic Church of the humanitarian assistance deliveries to the NDR in Honduras. However, the magnitude of the program and the Church's reliance on voluntary staff made constant detailed verification by the Church most difficult." Since June 1 the Church has had six paid employees working full-time on verification. These employees are supported by a grant from the Task Force to the Honduran Catholic Church. The six employees are located two each in Tegucigalpa, Danli and Catacamas. The employees in Tegucigalpa and Danli are located full-time at the warehouses and inspect arriving and departing shipments, and often accompany them to their destination. The NDR has no warehouse in Catacamas, but the Church employees inspect shipments arriving there. While the Church employees do

verify that the shipments contain only humanitarian assistance. Thus the observations by the Church are not periodic, nor do they rely on voluntary staff.

The grant to the Catholic Church has been extended to the end of November and I anticipate that it will be extended until the end of the current program. Both the Task Force and the Church feel that the arrangement does allow for adequate supervision of shipments of humanitarian assistance, however we are open to suggestions on how to improve it. If you would like to discuss Church verification procedures, I will be glad provide you with the appropriate contacts.

RECIBIDO 06 NOV. 1989



CARITAS

ARQUIDIOCESANA

Tegucigalpa, D. C.
Honduras, C. A.

Smith

31 de Octubre de 1989
REF/DECA/No. 223

TEGUCIGALPA, D. C.
APARTADO POSTAL 2071



DIRECCION
CASLE: CARITAS



TELEFONO: 32-0003



Señor
Ronald Venezia
Director
Taks Force Humanitarian Assistance
Tegucigalpa, Honduras.

Estimado Señor Director:

Nos complace informarle por este medio que esta CARITAS ARQUIDIOCESANA, con autorización expresa del Arzobispado de Tegucigalpa, ha decidido, a partir de esta fecha, dar por finalizado y sin continuación el Proyecto de Observación y Verificación de La Ayuda Humanitaria que A.I.D. entrega a la Resistencia Democrática Nicaraguense.

Agradeciendo su atención a la presente, nos suscribimos de Usted,

Atentamente,

ando el hijo del hombre
nga en su gloria "Roda-
do de sus Angeles" se sen-
tará en su Trono, como Rey
glorioso.

Delante de El se reunirán
todas las Naciones como el
Pastor que separa las ove-
jas de los machos cabríos,
así también lo hará El.

Entonces, el Rey dirá a los
que están a la derecha:
¡Benedicidos de mi Padre,
vengan a tomar posesión del
Reino que está preparado
para Ustedes desde el prin-
cipio del mundo. Porque tu-
ve hambre y Ustedes me
alimentaron: tuve sed y Us-
tedes me dieron de beber,
estuve sin hogar y Ustedes
me recibieron en su casa,
estaba falto de ropa y me
vistieron, estuve enfermo y
en la cárcel y me visitaron.

Jorge Lambert Baccor
Director Ejecutivo
Caritas Arquidiocesana
Tegucigalpa, D.C., Honduras, C.A.

JIB/cam

Héctor E. Santos

Mons. Héctor E. Santos
Arzobispo de Tegucigalpa
Palacio Arzobispal

c.c. Mons. Oscar A. Rodríguez
c.c. Lic. Marco Tulio Banegas
c.c. Archivo



CARITAS: PROMOVER A TODO HOMBRE
Y A TODOS LOS HOMBRES

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

20 de noviembre de 1989

Lic. Marco Tulio Banegas
Presidente
La Comisión de la Iglesia Católica de Honduras
para Ayuda Humanitaria de los Estados Unidos
Colonia Altos del Prado
Casa #1837
Tegucigalpa, Honduras

Estimado Lic. Banegas:

Nos complace informarle que de acuerdo con la autoridad conferida mediante la Ley Pública 101-14 del 18 de abril de 1989, el gobierno de los Estados Unidos de Norteamérica, a través de la Agencia para el Desarrollo Internacional (A.I.D.), está de acuerdo en proveer una donación a la Comisión de la Iglesia Católica de Honduras para Ayuda Humanitaria de los Estados Unidos, para cubrir los costos y gastos del personal que servirá como representante de la Iglesia Católica en la observación y verificación de la ayuda humanitaria que la A.I.D. entregará a la Resistencia Democrática Nicaraguense.

La donación no excederá Lps. 3,000 mensuales, desglosada de la siguiente manera: Lps. 1,500 c/u - Para dos personas en Tegucigalpa

Las personas que se asignarán al programa en la localidad arriba descrita, tendrán el derecho y la responsabilidad de verificar y observar cualesquier actividad de la ayuda humanitaria que se efectúe bajo el programa de A.I.D., y asegurarse de que tal ayuda incluya únicamente comida, ropa, baterías para equipos de comunicaciones, servicios médicos y medicina, y que de ninguna manera incluya asistencia letal. Los observadores trabajarán tiempo completo durante la ejecución del programa.

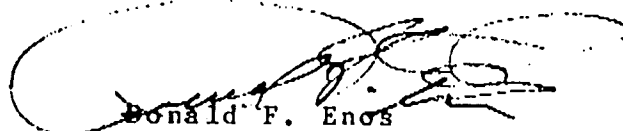
La Comisión de la Iglesia Católica de Honduras para Ayuda Humanitaria de los Estados Unidos, por su parte, preparará informes mensuales breves en donde anotarán el trabajo efectuado por los observadores, incluyendo comentarios sobre observaciones del programa de ayuda humanitaria.

Esta donación con un total que no excederá Lps.15,000 estará vigente desde el lro. de noviembre de 1989 hasta el 31 da marzo de 1990. En caso de que este programa de ayuda humanitaria se prolongue, la donación y servicios prestados por los observadores se prorrogará si ambas partes están de acuerdo.

La Comisión de la Iglesia Católica de Honduras para Ayuda Humanitaria de los Estados Unidos mantendrá los libros y registros relacionados con el proyecto y con este convenio siguiendo los principios y prácticas de contabilidad reconocidos y aplicados generalmente. Estos libros y registros deberán indicar, sin restricciones, el recibo y utilización de los fondos adquiridos bajo la donación. También deberán conservarse y mantenerse disponibles por tres años después de la fecha del último desembolso de la A.I.D. Se les deberá permitir a representantes de la A.I.D. que inspeccionen estos libros y registros y cualquier otro documento relacionado con la donación en cualquier momento que se considere necesario.

Sin otro particular, nos es grato suscribirnos de usted,

Atentamente,



Donald F. Enos
Director Interino

Aceptado:



Marco Tulio Banegas
Presidente
Comisión de la Iglesia Católica de
Honduras para Ayuda Humanitaria
de los Estados Unidos

TFHA - 5

Price Waterhouse

Tegucigalpa, Honduras
May 11, 1988

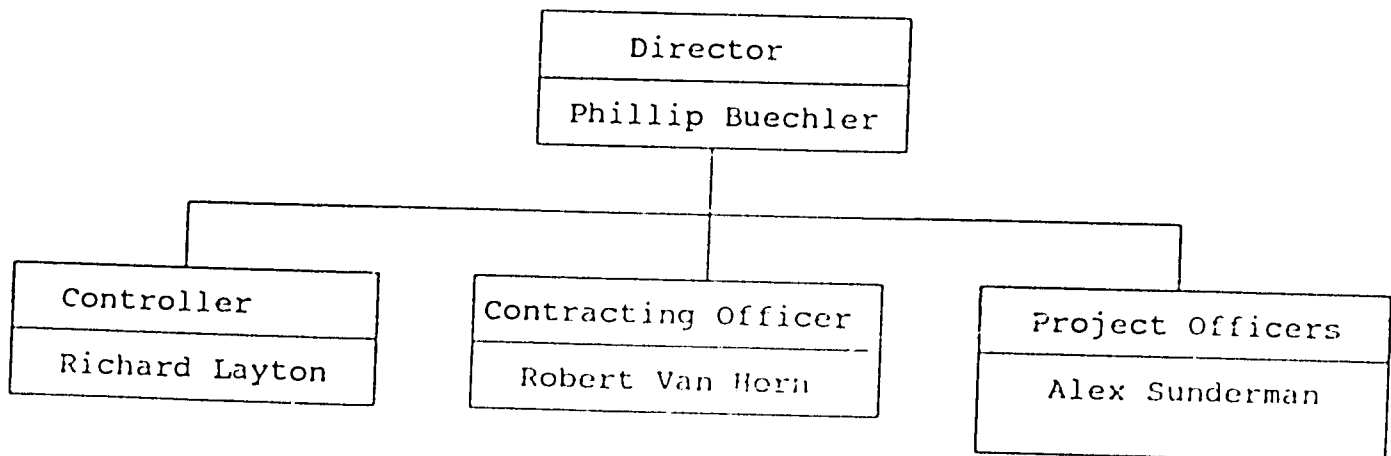
Mr. Coinage Gothard
Regional Inspector General
for Audit
U.S. Agency for International
Development
Tegucigalpa, D.C., Honduras

Dear Mr. Gothard:

In response to Mr. Everette Orr's request, the following describes the procedures used by the Task Force for Humanitarian Assistance -Honduras to effect authorizations, ledger entries, purchases, and disbursements under the Humanitarian Assistance program for the Nicaraguan Resistance (NR). The following procedures are based upon information provided to us by Task Force officials Richard Layton, Robert Van Horn, and Alex Sunderman and the testing of related documents and records. These procedures have not been documented in writing. We did not review copies of the official accounting records maintained in Washington, D. C. and the reconciliations thereto from the Treasury Department.

I. ORGANIZATION

The Task Force - Honduras is an entity specially created by the U.S. Agency for International Development (AID) to administer, execute, and control the humanitarian assistance designated for the NR as approved by the Congress of the United States. Its current organization is as follows:



The Director coordinates all activities related to the program and is responsible for all aspects of its execution, including compliance with U.S. Public Law 100-276.

The Controller is responsible for:

- 1) Installing and maintaining the program's accounting system;
- 2) Providing sufficient detailed information for the control and monitoring of the funds;
- 3) Soliciting release of funds and authorizing their availability for obligation to program activities.

The Contracting Officer is the person authorized to sign contracts and purchase orders related to program activities.

The Project Officers are responsible for coordinating activities with the NR. They monitor solicitations from the NR and prepare program workplans and budgets.

II. GENERAL AUTHORIZATION

United States Public Law No. 100-276, as legislated by the Congress of the United States, authorizes the President of the United States to expend \$17,700,000 for humanitarian assistance to the Nicaraguan Resistance, of which:

- 1) No more than \$2,900,000 should be spent in April and May of 1988 and of which at least \$400,000 should be spent on medical supplies and services;
- 2) No more than \$2,700,000 should be spent by month from June to September of 1988;
- 3) No more than \$1,500,000 should be spent on the purchase of communications equipment;
- 4) No more than \$2,500,000 should be spent on the administration of the assistance program.

III. AUTHORIZATION AND AVAILABILITY OF FUNDS

Based upon cost projection analyses, the Task Force Controller (Richard Layton) requests an authorization from the Task Force Washington Controller's, to place a certain sum at the availability of the Task Force for expenditures related to the assistance program. To effect a specific purchase, the Task

Force Contracting Officer (Robert Van Horn) must first formally solicit the authorization of the Task Force Comptroller for funds expenditure. Upon receiving such authorization, the Contracting Officer issues a purchase order which is subsequently signed by the Controller.

IV. RECORDS

Under the supervision and responsibility of the Controller, the Task Force maintains the following records:

- 1) Budget Allowance Control Record
- 2) Reservation Control Record
- 3) Miscellaneous Obligation Document
- 4) Budget Allowance Ledger
- 5) Voucher Control Log

The first three records are carried for each one of the following expense categories:

- 1) Special humanitarian assistance
- 2) Operating expenses
- 3) Transportation

The Budget Allowance Control Record is credited when the Controller receives from Washington, via telex, a funds authorization; it is debited each time an obligation is incurred.

The Reservation Control Allowance is credited when the Controller authorizes the availability of funds; it is debited when an obligation is incurred (acceptance of contract or purchase order).

The Miscellaneous Obligation Document is credited when the obligation is signed and debited when the payment is effected.

Entries to the Budget Allowance Ledger are recorded directly from documents, singly or batched, to the individual allowance ledger. Transactions posted to the ledger include the allowance provided by AID/W, obligations incurred, administrative reservations and net disbursement.

V. PURCHASING PROCEDURES

The need for a purchase is established by the Supply Office of the NR based upon information it receives from the various operating units. The Supply Office issues a memorandum of

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solicitation (signed by Gustavo, Chief Supply Officer, and Bayardo, Accountant) directed to the Task Force Contracting Officer, soliciting goods for purchase. The memorandum contains the following information:

- 1) Destination of the goods
- 2) Quantity of goods to be purchased, by product
- 3) Prices at which the NR has previously purchased the requested goods
- 4) Quantity totals by item and grand total

The Contracting Officer forwards this solicitation to Alex Sunderman of the Task Force for review. The review is conducted to establish if the quantities of goods to be purchased are reasonable based upon previous purchasing experience and the number of intended beneficiaries. The eligibility of the goods to be purchased is also reviewed for compliance with U.S. Public Law No. 100-276.

Upon approval of adequacy of quantities and compliance with the law, the Contracting Officer compares the prices of the products with prices offered by other suppliers and negotiates with the supplier on prices deemed to be excessive.

After the supplier verbally accepts the purchase terms, the Contracting Officer issues a purchase order (availability of funds, authorized by the Controller), signs it, and obtains the signature of the supplier indicating acceptance of the same. A copy of the purchase order is sent to the Controller for his records.

VI. PAYMENT PROCEDURE

The supplier presents the following documents to the NR Supply Office:

- 1) Original purchase order
- 2) Original invoice
- 3) Receipt of goods voucher (obtained from NR official in each location)

The NR Supply Office remits this documentation to the Task Force Contracting Officer for payment processing. Task Force officials review the documentation for:

- 1) Mathematical accuracy
- 2) Matching of purchase orders and invoices
- 3) Receipt of goods

- 3) Receipt of goods
- 4) Negotiated prices

The Task Force officials review the documentation and fill out a Project Officer Checklist by which the payment is approved and sign the purchase order to indicate that the goods have been received. The documents are forwarded to the Comptroller who processes the payment by issuing a memorandum which is sent to the U.S. Embassy's Budget and Fiscal Officer (B & F), John Salazar. The B & F issues a check and payment is effected through the Embassy cashier (the Controller previously ensures that all payment requirements have been fulfilled).

VII. RECOMMENDATIONS

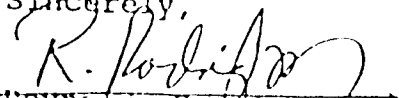
For the moment, we believe the following recommendation should be considered for future operation of the humanitarian assistance program:

- 1) The Task Force should prepare as soon as possible a detailed budget of NR requirements for the Humanitarian Assistance Project.
- 2) The Task Force should consider the use of vendors other than those currently used by the NR. The NR is currently using one vendor in each location.

VIII. CONCLUSION

Because we did not review copies of official accounting records maintained in Washington D. C. and reconciliation thereto from the Treasury Department the scope of our work was not sufficient to enable us to express, and we do not express, an opinion on the overall procedures being used by the Task Force. In connection with the information provided to us and our test of related documents and records, except for recommendations mentioned above, no matters came to our attention which caused us to believe that the procedures used by Task Force for Humanitarian Assistance in Honduras are inadequate.

Sincerely,


Reynaldo Rodriguez
Director

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D. C. 20523

August 1, 1988

THE ADMINISTRATOR

Mr. Robert Meighan
Deputy for Support
and General Counsel
Task Force on Humanitarian Assistance
Agency for International Development
Washington, D. C. 20523

Dear Bob:

I was most pleased to learn the Panetta resolution had been withdrawn.

I want to thank you for the way you helped manage our response to the Panetta resolution. It could have taken hundreds of person-hours and undermined our public credibility if the resolution had not been satisfied the way it was.

We have nothing to hide in aid to the Democratic Resistance, and we have systems in place to be sure we are accountable. Your knowledge of our operations and Congressional interests were invaluable in making these points.

Again my personal thanks. Keep up the good work!

Sincerely,



Alan Woods

cc: GC:HFry
PM/ADM/PRC:JJackson(employee's OPF File)

STATEMENT OF THE HONORABLE LEON E. PANETTA
BEFORE THE HOUSE FOREIGN AFFAIRS COMMITTEE

JULY 13, 1988

Mr. Chairman and Members of the Committee, I want to thank you for taking the time and interest to hold this hearing on House Resolution 473. As you know, this is a resolution of inquiry I introduced on June 15, 1988, with the support of 146 of my colleagues, including a number of Committee members, to provide a full accounting of how the \$47.9 million humanitarian aid package approved by Congress and signed into law on April 1, 1988 is being administered. I would like to thank George Ingram of the Committee staff for his assistance as well as representatives of the Agency for International Development, GAO and Price Waterhouse as well as the staff of the other responsible committees for assisting me and my staff over the past two weeks.

Let me state at the outset that the issue here is not the policy of the United States in Nicaragua, but whether that policy is being accurately implemented in accordance with the intent of Congress as reflected in the bipartisan humanitarian aid package adopted by Congress earlier this year.

Regardless of one's position on the amount and type of aid provided to the various political elements in Nicaragua, it is our responsibility to ensure that the funds approved by the Congress are fully accounted for. Indeed, Public Law 100-276 - the Assistance to Central America law - mandates specifically the type of assistance allowed as well as the requirement for accountability standards, procedures and controls. It is our duty to the American taxpayer to

determine if these requirements are being met.

As members of this Committee know, I introduced a similar resolution of inquiry in 1986 with regard to an earlier \$27 million humanitarian aid package. During the course of that inquiry, the General Accounting Office discovered that over half of the \$27 million appropriated by Congress for humanitarian aid had not reached its intended destination but had ended up instead in offshore bank accounts of private citizens and the Honduran Armed Forces.

A resolution of inquiry is a legitimate tool for members of Congress to obtain important information and documentation as to the administration of any federal program. It is a vehicle to provide information to Congress, to foster cooperation between the executive and legislative branches, and to encourage auditing of how taxpayers' dollars are spent. The resolution proved helpful in 1986 and has once again proved effective in providing a paper trail on most of the financial transactions associated with this program, as well as information regarding the end use of items procured with U.S. dollars.

Therefore, the purpose of the Resolution was to obtain full documentation of whether the \$47.9 million aid package was being implemented in a fiscally accountable manner according to the letter and spirit of the public law. Let me make it clear that my interest in introducing this resolution was not to conduct a divisive inquiry but to ensure that the original goals behind this aid package are fulfilled. That is in the interest of the Administration, the Congress and the American people.

The Agency for International Development (AID) was chosen to administer this package. Certainly, AID should be commended for

performing a difficult task as well as can be expected under the circumstances. As requested in the resolution of inquiry, AID provided a paper trail on June 30, 1988, for most of the expenditures of funds to date under this legislation.

I have had an opportunity over the last two weeks to review the documentation provided to this Committee and to discuss this material with all the appropriate committees. I am satisfied at this time that AID and the other agencies responsible for oversight and accountability have provided all the documentation available to meet the request outlined in the resolution. While there are certain end use areas that are not completely documented, this is a result of policy judgments rather than the lack or loss of documentation.

Therefore, since all documents relating to legal opinions, accountability standards, humanitarian assistance, assistance for the verification commission and children's survival assistance have been provided in accordance with the Resolution, I would recommend that the Committee adversely report the resolution out of Committee and move to table the resolution on the House floor.

It is clear from the documentation provided that AID has implemented this entire program in a spirit of openness, allowing for close public scrutiny and review. In examining the documentation provided through this procedure, I had the opportunity to examine carefully how AID is implementing the law. This agency should be commended for how it has handled the administration of this program in the difficult political climate surrounding the issue of humanitarian aid. They have established internal procedures to guide their administration of the funds and, in addition, their operations are

being monitored by the General Accounting Office (GAO), AID's Inspector General's Office, and the private accounting firm of Price Waterhouse.

Having reviewed these documents, I would like to summarize some of my findings for my colleagues in the House to consider and debate in our future discussions of humanitarian aid. The three primary components of the aid package are humanitarian assistance, funds for a Verification Commission, and a children's relief fund.

I. HUMANITARIAN ASSISTANCE

The legislation provides \$17.7 million for humanitarian assistance - food, clothing, shelter, and medical services, medical supplies and payment for such items or services - to the contras.

A. DOD Supply Shipments

The Department of Defense has been providing quartermaster supplies, shelter, and medical supplies to the contras by way of Honduras. These supplies are counted and randomly verified as nonlethal by AID's Inspector General, the GAO and Price Waterhouse as they arrive in Honduras. However, because the shipments are not accompanied by bills of lading, these counts cannot be matched against any DOD documentation. Price Waterhouse has pointed out on at least two occasions in letters to AID (June 13 and June 21, 1988) that there were no DOD bills of lading for the numerous airplane loads, nor have receiving reports been prepared. This has led Price Waterhouse to conclude that there could be discrepancies in the quantities of goods being received by the contras. As discussed with the agencies, this problem can easily be corrected by checking the counts either against

a bill of lading or the documentation at the DOD quartermaster stations. This would improve the accountability of the DOD goods shipped from the United States to that region.

B. Communications Equipment

The law provides for the purchase of \$1.5 million in communications equipment for the contras. To date, over 25 percent of that amount has been spent for batteries and field radios. All three oversight agents - GAO, Price Waterhouse, and AID's Inspector General - have reviewed documentation confirming these expenditures.

C. Cash for Food

The so called "Cash for Food" program was implemented by AID to provide money for food for contras inside Nicaragua. AID announced this plan on May 13 following consultation with the leadership of the Congress. The plan provides cordobas equivalent to approximately \$1 per day per contra, and they are delivered into Nicaragua.

The purpose of this approach was to overcome the obstacles created by the failure of the peace negotiations to resolve how assistance would be provided to those in Nicaragua. While the aid package did not specifically provide for such a program, it was determined by legal opinions of the AID Legal Advisor and the U.S. Department of Justice that the phrase in the law, "payment for such items or services," provides for such cash payments. In addition, it was felt that limiting both the amount of funding provided and the type of currency used would ensure that the funds are used for basic sustenance. To date, \$700,000 has been spent on this program.

Although the amounts of cash provided to individuals are small,

all of the agencies involved admit that it is difficult to verify that this cash is actually being received and spent on food. Price Waterhouse stated in April 28 and May 13, 1988 memos to AID that:

"Public law 100-276 does not appear to specifically authorize cash payments to soldiers... since the law only authorizes payments for food, clothing, shelter, medical supplies, and payment for such items or services."

GAO also admits that it is difficult to monitor fully the Cash for Food program. AID's General Counsel noted in a May 19, 1988 memo discussing such cash-for-food payments that "there is a problem of accountability which will have to be watched closely. Auditors will not be able to enter Nicaragua to check on the ultimate use of the currency provided."

It is clear that the difficulties here again are not because of AID's procedures but the breakdown of negotiations that made accountability for direct humanitarian aid impossible. While the limited amount of payment and the use of cordobas may provide some controls on the cash payments, there is again no way to verify fully the end use of these funds. Hopefully, AID working in cooperation with the monitoring agencies can develop methods to better confirm that these funds are being received and spent for the purpose intended.

D. Family Assistance Program

The next area is the expenditure, thus far, of approximately \$1 million is the "Family Assistance payments." These family assistance payments are provided monthly to senior contra military members and specialists living in Costa Rica, Honduras, and Miami, Florida. The payments range from \$25 to \$2750 per month. Price Waterhouse noted in

June 2 and June 20, 1988 letters to AID that:

"the commander-in-chief of the contra military forces, Enrique Bermudez, provides a list of authorized recipients, including payment amounts, including his own. There exists no formal set of criteria for designating or removing beneficiaries."

The payroll in Miami ranges between 34 and 41 persons. However, Price Waterhouse points out in its June 2, 1988 letter to AID that "at least seven of the authorized recipients do not reside in the Miami area. In these cases, money orders and cashier's checks are purchased with checks made out to the bank, and these are mailed to the authorized recipients."

On April 28, 1988, Price Waterhouse stated their concerns about this program of family payments:

"Public law 100-276 does not appear to specifically authorize cash payments to soldiers or their families since the law only authorizes payments for food, clothing, shelter, medical supplies, and payment for such items or services."

Obviously, none of the three monitoring agents could provide any documentation on the end use of these payments, nor were there any plans to obtain receipts for the expenditures of these funds. These funds are being distributed in accordance with procedures established before this assistance program was enacted.

In addition, Price-Waterhouse has documented certain cases in which the family assistance program may have been abused. In a June 20, 1988 memo to AID, the firm noted that in the Danli area, "contra family members are selling a large portion of the supplied food to Hondurans and other Nicaraguan refugees." In addition, Price Waterhouse noted that "these activities are causing a great deal of

friction between Nicaraguans in the refugee camp and also between the contra and local Honduran inhabitants."

While it is clear that the authors of this law intended to continue the family assistance payments, it is my belief that Congress intended that these funds be used only as payment for "food, clothing, shelter, medical services and medical supplies." Since it was anticipated that some \$4 million of the \$17.7 million set aside for humanitarian aid will be used for this program, it is important that AID and the monitoring agencies develop improved methods of verifying the end use of such funds. Since these families reside in Miami, Costa Rica and Honduras - outside of Nicaragua - such accountability can and should be provided for.

E. Transportation Costs

With regard to expenditures for transportation costs to the contras in Honduras, along the Nicaraguan border and air drops to Yatama Indians amounting to close to \$1 million, verification of these expenditures was provided in the form of contracts to certain specified delivery agencies.

F. Yatama Indians

The legislation also provided \$2.19 million for the Yatama Indians. Thus far, some \$300,000 has been spent for this purpose and is being fully verified by AID and the other agencies.

II. VERIFICATION COMMISSION

With regard to the Verification Commission, obviously there was some difficulty in arranging for the payment of \$10 million to a Commission which to date has not been officially organized. To

provide an incentive in this direction, AID has released \$3.2 million to date, with \$2.1 million going to General Secretary Soares of the OAS and \$1.1 million for Cardinal Obando y Bravo. While there remain questions as to what the Verification Commission is actually doing with these funds, there is no reason to believe that these funds are being abused in any way at this time. AID and the monitoring agencies have made clear that they will verify such expenditures if and when the Commission takes effect.

III. CHILDREN'S SURVIVAL ASSISTANCE PROGRAM

The legislation also authorizes \$17.7 million for a Children's Survival Assistance Program to provide medical care to children affected by the war in Nicaragua. To date, \$12.2 million has been earmarked for nine private voluntary organizations (PVO's) to provide a wide range of services to children on both sides of the conflict throughout Nicaragua, Honduras, and Costa Rica.

According to AID, less than \$1.5 million has actually been spent for this program because of barriers erected by the Nicaraguan government to the expenditure of U.S. funds for children. At this time, the accounting organizations are just beginning to audit these programs. However, since these contracts to the PVO's follow AID's standard contract requirements, there appears to be adequate documentation of the use of these funds.

As I stated upon introducing this Resolution of Inquiry last month, my concern, and that of my cosponsors, is the accountability of millions of federal dollars and adherence to the law passed by

Congress and signed by the President. The American people have entrusted us to spend their money wisely. I asked the Administration to provide documents, and it provided all the information it had available in a timely manner. It is my hope that the concerns I have raised based on my review of the documents provided will be addressed in any future debate on assistance to Central America.

Again, thank you, Mr. Chairman and Members of the Committee, for all your attention and cooperation, not only during the course of this hearing but in the processing and review of the many documents provided under the resolution of inquiry.

*Official
CC/GAO*

Congress of the United States

House of Representatives

Washington, D.C. 20515

88-12-09-07

November 9, 1988

*CC TM
SL
RM*

Mr. Charles Bowsher
Comptroller General of the United States
General Accounting Office
411 G Street, N.W.
Washington, D.C. 20548

Dear Mr. Bowsher:

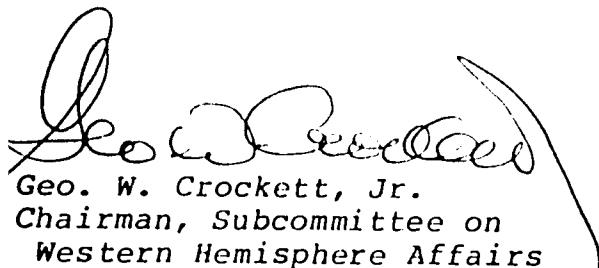
The Congress has relied heavily on the General Accounting Office over the last several years to help it in its oversight of assistance provided to the Nicaraguan resistance forces. We have found the GAO's work to be invaluable in providing the kind of close scrutiny over these funds that the Congress is unable to do itself.

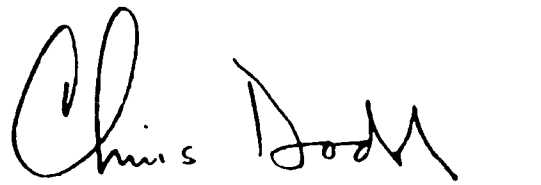
In particular, the concurrent audit conducted by the GAO pursuant to Section 7 of H. J. Res. 523, the Central American humanitarian assistance legislation, has been helpful to both the committees of jurisdiction and to the Agency for International Development in bringing to light problems as they occur.

As Chairmen of the Subcommittees with jurisdiction over this issue, we are writing to request that the GAO extend its concurrent audit to include the funds for the Nicaraguan resistance appropriated under H.R. 4871, and that it maintain its practice of providing regular staff briefings throughout this process.

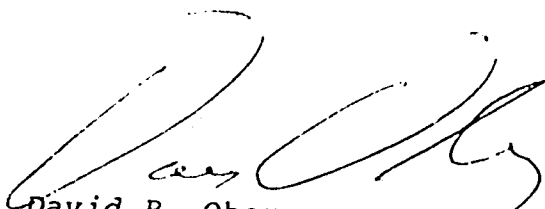
Thank you for your attention to this important matter.

Sincerely,

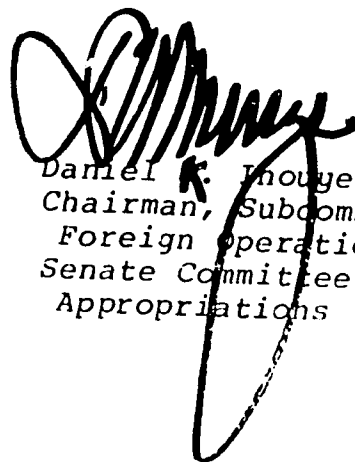

Geo. W. Crockett, Jr.
Chairman, Subcommittee on
Western Hemisphere Affairs
House Committee on Foreign
Affairs


Christopher J. Dodd
Chairman, Subcommittee on
Western Hemisphere Affairs
Senate Committee on Foreign
Relations

Mr. Charles Bowsher
Page Two
November 9, 1988



David R. Obey
Chairman, Subcommittee on
Foreign Operations
House Committee on Appropriations



Daniel R. Inoué
Chairman, Subcommittee on
Foreign Operations
Senate Committee on
Appropriations

88-11-15-02

AGENCY FOR INTERNATIONAL DEVELOPMENT

U. S. MAILING ADDRESS:
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OFFICE OF THE REGIONAL INSPECTOR GENERAL
AMERICAN EMBASSY
TEGUCIGALPA - HONDURAS

TELEPHONES:
32-9987
also 32-3120 EXT. 2701-2703

IG HLB

November 9, 1988

cc: *(RM)*
TM
FL
LT
DS
TB
RN

MEMORANDUM

TO : IG, Herbert L. Beckington
FROM : RIG/A/T, *William A. Rothard* N. Gothard, Jr.
SUBJECT: Draft of Interim Audit Report of the Humanitarian Assistance to the Nicaraguan Democratic Resistance in Honduras under Public Law 100-276

Enclosed is a copy of the subject draft report and, as requested, we are providing the following additional information:

Referencer: Lou Mundy
Audit Manager: Sheldon Schwartz
Auditors-in-Charge: Price Waterhouse

We have prepared the interim report because (1) Mr. Ted Morse, D/TFHA/W requested a report as soon as possible and (2) Price Waterhouse cannot complete the audit until the TFHA provides much additional financial information.

The interim report concludes that after extensive audit testing, nothing came to our attention to have us believe that the \$15.7 million in funds obligated under Public Law 100-276 as humanitarian aid for the Nicaraguan Democratic Resistance in Honduras were used in any material way other than for their intended purposes, except in six specific cases. The report summarizes the six exceptions.

In professional jargon, this opinion is a "negative" assurance (i.e. nothing came to our attention ...) on the uses of the funds at this time. When Price Waterhouse completes its audit, we will be in a position to give a "positive" assurance on the uses of the funds. Since

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an auditor can give a negative assurance with little work or much work, the negative assurance is only valuable when one clearly understands the magnitude of the work involved. As a result, we have discussed the magnitude of the work in much depth in the scope section of this report.

GAO's Government Auditing Standards require us to report all material instances of noncompliance related to an audit of funds. In our opinion, the six mentioned areas are material and should be reported. During the audit, we have kept the TFHA informed of our concern with these areas, and they have or are trying to resolve most of them. We have reported them as other pertinent matters because they are (1) sensitive foreign policy issues which cannot be further developed because of their nature and/or (2) currently under review by A.I.D. and the Department of State.

The current Chapter 8 report format was not adequate for our reporting needs in this special report. The Central Planning Conference in August concluded that RIGs should make modifications in format requirements when necessary. Therefore, we have made minor changes to the memo report format for this report. For the problem of reporting sensitive foreign policy issues, we have added an other pertinent matters section. To qualify the negative assurance finding we have used an expanded scope section, and to simplify presentation we have used the standard Government organizational hierarchy. We believe these minor changes in presentation were necessary for this special report.

Enclosure: a/s

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INTERIM AUDIT REPORT
OF THE HUMANITARIAN ASSISTANCE
TO THE NICARAGUAN DEMOCRATIC RESISTANCE
IN HONDURAS UNDER PUBLIC LAW 100-276

Audit Report No. 1-522-89-__
December __, 1988

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MEMORANDUM

TO : Director, TFHA/Honduras, Philip Buechler
FROM : RIG/A/T, Coinage N. Gothard, Jr.
SUBJECT: Interim Audit Report of the Humanitarian Assistance Provided to the Nicaraguan Democratic Resistance in Honduras under Public Law 100-276

This interim report presents the results of our concurrent audit of the \$15.7 million obligated to the Nicaraguan Democratic Resistance (NDR) in Honduras. Public Law 100-276 authorized up to \$17.7 million in humanitarian assistance to the NDR. The NDR is composed of the Nicaraguan Resistance Army and the Yatama Indians in Honduras and the Southern Opposition in Costa Rica. This report only covers assistance to the NDR in Honduras. The assistance to the Southern Opposition is covered in a separate report.

BACKGROUND

Public Law 100-276 provides \$47.9 million in humanitarian assistance to the Nicaraguan Democratic Resistance (NDR). Principal provisions of the law included:

- \$17.7 million in assistance to the NDR for only food, clothing, shelter, medical supplies, and medical services and payment for such items or services,

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- \$17.7 million to provide medical care and other relief for children who were victims of the Nicaraguan civil strife. Funds were to pay for prosthetic devices and rehabilitation, medicines and immunizations, assist burn victims and orphans, and otherwise provide assistance for children who had been physically injured or displaced by the strife,

- \$10 million to support the Verification Commission established by the Sapoa Agreement, and

- \$2.5 million to A.I.D. for operational expenses incurred in carrying out this program.

The legislation set out the following limitations as to how the \$17.7 million for humanitarian assistance could be obligated.

- No more than \$2,900,000 per month could be obligated in April and May of 1988 and at least \$400,000 per month should be obligated in April and May on medical supplies and services,

- No more than \$2,700,000 could be obligated by month from June to September of 1988,

- No more than \$1,500,000 could be obligated on the purchase of communications equipment, and

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-- \$2,190,000 should be obligated for the Indian resistance group known as Yatama.

The law assigns the responsibility for administering the relief to the Agency for International Development (A.I.D.). It also requires the General Accounting Office (GAO) to independently audit the expenditure of funds provided under the act. The GAO had audited previous humanitarian assistance funds provided to the resistance through the State Department in 1986. The GAO reported that the State Department procedures were not adequate to ensure that the funds were used for the intended purposes and that some of the funds had been used to buy ammunition and grenades.^{1/}

In this context the Task Force on Humanitarian Assistance (TFHA), the A.I.D. office responsible for administering the assistance, requested the assistance of the A.I.D. Office of the Inspector General (IG) to better ensure that the funds were used for their intended purposes. The IG recommended to TFHA that, if it wanted to greatly improve the likelihood that the funds were used for their intended purposes, it should contract for the services of a private accounting firm to assist in concurrently auditing the financial transactions and the delivery of humanitarian assistance. The IG suggested a concurrent audit so that possible problems could be identified and corrected relatively quickly. The IG would write the scope of work for the private accounting firm, supervise the audit, and be responsible for the quality of the work of the firm.

^{1/} See Central America: Problems in Controlling Funds for the Nicaraguan Democratic Resistance, GAO/NSIAD-87-35, December 5, 1986.

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The THIA accepted the recommendation and Price Waterhouse was selected as the audit firm which would actually do the substantive audit tests under IG supervision.

AUDIT OBJECTIVES AND SCOPE

The Office of the Regional Inspector General for Audit/Tegucigalpa (RIG/A/T) supervised a non-Federal financial and compliance audit of the humanitarian assistance provided under Public Law (PL) 100-276 to the Nicaraguan Democratic Resistance (NDR) for food, clothing, shelter, medical services, and medical supplies or payment for such items or services. The audit covers \$15,685,419.96 obligated to the Nicaraguan Democratic Resistance in Honduras. A separate report covers \$792,774.00 obligated to the Southern Opposition in Costa Rica. The unobligated balance of the \$17.7 million authorization was \$1,221,806.04.

The objective of the non-Federal audit was to determine if the funds designated as humanitarian aid for the NDR under PL 100-276 were used for their intended purposes. The objective of this report is to give the interim results of the non-Federal audit as of this date.

The Sapoa Agreement envisioned the establishment of zones inside Nicaragua into which members of the NDR would be relocated and where food and basic supplies would be provided to them. The Verification Commission established under this agreement was supposed to verify the delivery of exclusively humanitarian assistance to the NDR in Nicaragua. However, the zones were never established, some members of the Resistance

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remained in or returned to Honduras, and the Verification Commission never observed deliveries of humanitarian assistance. The Task Force for Humanitarian Assistance/Honduras (TFHA/H) requested and has received periodic observations by the Honduran Catholic Church of the humanitarian assistance deliveries to the NDR in Honduras. However, the magnitude of the program and the Church's reliance on voluntary staff made constant detailed verification by the Church most difficult. As a result, the burden of most of the verification of the deliveries to the NDR in Honduras fell to the auditors.

Since the GAO report identified the previous use of humanitarian aid for ammunition and grenades and because those funds were not adequately accounted for, stringent tests have been applied and will continue to be applied on records and deliveries of assistance during this program. As stated previously, RIG/A/T's responsibility was to prepare the scope of work for the private accounting firm, to supervise the audit work being done by the accounting firm, and to be responsible for the quality of the work of the firm. The volume of work that had to be observed and verified at several locations simultaneously was extensive. Price Waterhouse has had to use about 17,500 hours of staff time to perform the required verification tests. Accordingly RIG/A/T has had to rely heavily on the audit work of Price Waterhouse (PW) and, as a result, has supervised and reviewed its work for completeness and accuracy.

For security reasons, the following scope limitations were placed on the audit which prevented RIG/A/T and PW from determining the actual uses by the NDR of the commodities delivered to them by the TFHA/H.

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- 1) Delivery of food, clothing, shelter and medical supplies was observed only up to the primary NDR delivery points.
- 2) Cordobas (Nicaraguan currency) delivered to the NDR under the Cash for Food program were observed only up to the point that authorized NDR personnel signed for the currency.
- 3) At no point during the audit was PW able to verify the numbers of combatants being assisted under the program.

The audit was conducted for the period April 1, 1988, through September 30, 1988, and was made in accordance with generally accepted government auditing standards.

The following substantive audit tests were performed by PW to ensure that the legislation's intended purposes were met for the assistance provided to the Nicaraguan Resistance Army and the Yatama Indians.

Audit Tests for Assistance to the Nicaraguan Resistance Army

Audit Tests for the Food Program

During the period April 1, 1988, through September 30, 1988, PW inspected and tested 1,191 food shipments worth \$4,421,000 to determine that shipping procedures were adequate and that the shipments contained only authorized food and materials. The following tests and procedures were utilized.

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- Trucks and airplanes were inspected before they were loaded to ensure that they did not contain unauthorized materials. The trucks and their respective drivers were identified as well as the airplane and pilot.

- Selected sacks of materials were tested with metal detectors. On a selective basis, the weights were measured and the products contents tested. The products were counted and the results compared with the dispatch documents.

- Price Waterhouse accompanied 559 food deliveries to NDR camps. Additionally, PW observed 11 food airdrops during this period of time. The food shipments were made from Tegucigalpa, Danli, Catacamas, San Pedro Sula, and La Ceiba, Honduras.

Audit Tests for the Family Assistance Program

During the period April 1, 1988, through September 30, 1988, five monthly Family Assistance Program (FAP) payments totaling \$1,296,018 were made. PW auditors reviewed the monthly beneficiary lists to ensure that the criteria set up for the program in terms of the number of personnel paid and the total amount paid was adhered to for both Honduras and Miami, Florida.

Price Waterhouse auditors examined the beneficiary changes from month to month to ensure that proper justifications were given. PW conducted standard arithmetic checks of the payroll schedules. The auditors accompanied the NDR paymasters in order to observe the payment process.

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Auditors witnessed the delivery of cash funds to the designated beneficiaries and the signing of the receipts of these funds. These payments were liquidated on a monthly basis by the NDR and reviewed by PW.

In Miami a PW auditor was sent to observe each monthly payment. PW reviewed each check to ensure that the recipients and the amounts corresponded to the beneficiary list. PW observed, where possible, the pick up of the checks by the appropriate individuals. Many of the checks were mailed to recipients who lived other places within the United States.

Audit Tests for Quartermaster Supplies, Communications Equipment, and Medicines

Price Waterhouse observed the unloading of 32 C-130 transport planes from Toncontin Airport, Tegucigalpa, Honduras containing \$5,762,880 worth of quartermaster clothing, communication equipment and medicines. These items were transported to the TFHA/H storage facility near the airport where PW conducted a complete inventory of the goods. A PW auditor accompanied each truck which transported these items to the NDR camps or medical facility.

Audit Tests for the Cash for Food Program

Price Waterhouse auditors conducted counts of 132,163,720 Nicaraguan Cordobas purchased by TFHA/H at a cost of \$615,862.89 for the cash for food program. The Cordobas were kept in a safe at the Embassy until

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delivery at which time PW auditors were present. The cash was turned over to the NDR commander who was in charge of its distribution to the troops.

Audit Tests for Assistance to the Yatama Indians

Audit Tests for the Deliveries of Supplies

Price Waterhouse auditors observed and reviewed 10 boatloads of food, clothing, medical supplies, and shelter materials from Puerto Cortes to Puerto Lempira. The total value of these goods was about \$1,032,027.

In practically all cases containers were sealed in PW's presence. PW auditors travelled to Puerto Lempira to observe the opening of the containers and to conduct a complete count of the goods unloaded. PW auditors compared the products received in Puerto Lempira with quantities and prices stated in the purchase orders and remission statements.

Audit Tests for the Family Assistance Program

Five monthly Family Assistance Program (FAP) payments were made to the Yatama during the period April 1, 1988, through September 30, 1988 totaling \$160,000.

Price Waterhouse auditors reviewed the monthly beneficiary lists to ensure that the criteria set up for the program in terms of number of

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personnel paid and the total amount paid was adhered to. PW auditors examined the changes from month to month and reviewed the justifications. PW conducted standard arithmetic checks of the payroll schedules. The auditors accompanied the Yatama paymasters to observe the payment process. Auditors witnessed the delivery of cash funds to the designated beneficiaries and the signing of the receipts of these funds. PW reviewed the Yatama liquidations of the FAP funds for the months of April, May, June, and July.

INTERIM RESULTS OF AUDIT

In the future Price Waterhouse will give an opinion on the uses of the Public Law 100-276 funds. Since this report is only an interim report and Price Waterhouse has not completed the audit of the Task Force for Humanitarian Assistance's financial records, the Office of the Regional Inspector General for Audit/Tegucigalpa is not in position at this time to give a positive assurance on the uses of the funds by TFHA/H. However, during the course of extensive audit tests as discussed in the scope section of this report, nothing came to our attention to have us believe that the \$15,685,419.96 in funds obligated under Public Law 100-276 as humanitarian aid for the NDR in Honduras were used in any material way other than for their intended purposes, except as discussed below.

Other Pertinent Matters

During the course of this audit the following exceptions were disclosed.

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Unauthorized Personnel Fed Under The Humanitarian Aid Program - Under PL 100-276, \$17.7 million in humanitarian assistance was provided to the NDR and the Yatama Indians. In August 1988 auditors from RIG/A/T, GAO, and PW, while conducting end-use audit checks at an army base, found that about 100 Honduran soldiers were being fed under the humanitarian aid program. The value of the unauthorized use totaled about \$27,000. According to the NDR personnel interviewed no one could justify why the Honduran military was being fed. The TFHA/Honduras terminated this practice once RIG/A/T brought it to their attention.

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& will supply

Apparent Confiscation of Humanitarian Assistance Materials - In early September 1988 the Honduran Army apparently confiscated A.I.D.-provided clothing and equipment at a value of approximately \$6,000 from the Yatama Indians. This incident was in response to an alleged attack against a Honduran fishing vessel by some members of the Yatama. The State Department and Government of Honduras are currently investigating the matter.

Honduran Military Supervision of Yatama Audit - Shortly after RIG/A/T's review of the apparent confiscated Yatama property by the Honduran military as discussed above, the Honduran military in the Eastern region of Honduras required a military observation of the audit of the assistance provided to the Yatama. These constant observations may restrict the free flow of information from the Yatama and thus materially impair the scope of the audit. The TFHA plans to discuss this matter with the appropriate Honduran Government officials.

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Detainment of Prisoners of War - The NDR is holding 66 prisoners of war, who have apparently received assistance under PL 100-276. The TFHA plans to relocate the POWs and to possibly use humanitarian assistance funds for their security. RIG/A/T questions any possible use of humanitarian assistance funds for security materials (barbed wire, etc.) to detain POWs without the expressed approval of the appropriate Congressional committees responsible for the accountability standards because the funds can only be used for food, clothing, shelter, medical supplies, and medical services.

Miami Family Assistance Program Payments - On June 2, 1988, PW reported to TFHA that the paymaster for the NDR in Miami (1) had not withheld Federal income nor social security taxes from the April 1988 Family Assistance Program (FAP) payments and (2) could not justify why it was not withholding the taxes. The FAP payments for May, June, July, and August were made without a justification for not withholding Federal income and social security taxes. The TFHA and the Internal Revenue Service are currently trying to resolve this issue.

Family Assistance to a Nicaraguan Democratic Resistance Political Director - In July 1988 an NDR military commander became a member of the NDR Political Directorate. The TFHA plans to pay family assistance to this Director for the month of August 1988. Members of the NDR Political Directorate have not received salaries under Public Law 100-276 because (1) reportedly part of the responsibilities of the Directors include lobbying the U.S. Congress and (2) there is no expressed authorization

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for such payments under the Congressional accountability standards. Although the payment has still not been made, we question the planned payment without expressed authorization from the Congress.

Other Issues - Other immaterial matters in the execution of TFHA program activities have been documented in the interim reports issued by Price Waterhouse over the course of the humanitarian assistance program.

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89-02-13-02



United States
General Accounting Office
Washington, D.C. 20548

National Security and
International Affairs Division

FEB 10 9 10 AM '89
EXECUTIVE AID

mt
ACTION: IG/PPO as appropriate
INFO: R/Logs, IG, TFHA, AA/LAC, LEG,
AA/PPC, GC

February 3, 1989

The Honorable M. Alan Woods
Administrator, Agency for International
Development

CC: TM
RM
TB

Attention: GAO Liaison

Dear Mr. Woods:

In September 1988, the Congress passed H.R. 4871 authorizing the expenditure of \$27.1 million in unobligated Defense Department appropriations to provide humanitarian assistance for the Nicaraguan Democratic Resistance. The Act authorized the transfer of the funds to the Agency for International Development (AID) which is to administer the assistance.

The General Accounting Office has been requested by Congress to audit the implementation of the assistance program. Accordingly, we are beginning a review of the program to determine if only authorized assistance is furnished and that such assistance complies with provisions of the Act. The review is a continuation of our audit of the previous assistance program also administered by AID. We plan to issue a report on that program in the near future.

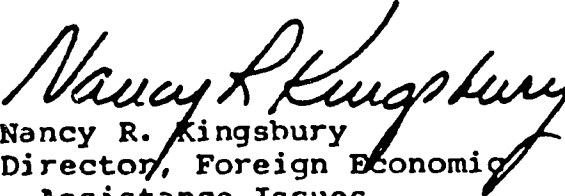
We plan to conduct our audit work at AID in Washington, D.C. and at assistance offices established by the Agency in Honduras and Costa Rica. We will also perform audit work at other locations in the United States and overseas as appropriate. Since some of the activities required to provide the assistance and support may be contracted out to private individuals, corporations, or voluntary organizations, we expect to review those entities' expenditures relating to the assistance program. The work will be performed under assignment code 463775.

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The audit is being performed under the direction of Mr. Joseph Kelley, Director, Security and International Relations Issues. Mr. Patrick M. McCracken is in charge of the review and Mr. Stewart L. Tomlinson is the Assistant Director. They can be contacted at (202) 695-1713. Your assistance in making necessary information available to complete this review will be appreciated.

Sincerely yours,


Nancy R. Kingsbury
Director, Foreign Economic
Assistance Issues

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C. 20523

MEMORANDUM

TO: RIG/A/T, Coinage Gothard
FROM: TFHA, *Robert B. Meighan*
SUBJECT: Family Assistance Payments in Miami Under the
Nicaraguan Humanitarian Assistance Program

This is written in regard to the concerns expressed in your memorandum, same subject, dated August 17, 1988. I would first like to point out two matters expressed in that memorandum with which I, would take issue. They are:

1. in the second paragraph there is reference to A.I.D. disbursing funds, "without a written agreement as to the purpose of those payments in the United States".
2. In the last paragraph there is also a suggestion that A.I.D. should have a written agreement with Bexsley as A.I.D. would with, "any other company contracted to perform services for the U.S. Government".

In regard to the first point A.I.D. does have written agreements with the Nicaraguan resistance detailing the purpose of the payments, how they will be distributed, and how they will be accounted for. A copy of the May agreement is attached for your reference. As you know, the previous established procedures referred to in paragraph two involve payments made in Miami on a day certain with representatives from the General Accounting Office, A.I.D. and from Price Waterhouse physically present in the room watching each and every disbursement. I cannot imagine what we could write into an agreement that would make us more sure that the funds were being disbursed for the purpose intended. At present we have auditors watching auditors watch the disbursement.

As to the second point, it is my opinion that Bexsley is not a company that can be contracted to perform services for the U. S. Government. Bexsley is a part of the Nicaraguan resistance. It is not an independent corporation. It is a shell. To our knowledge it has no employees, no capital, no regular business, and not even offices or business furniture or equipment. The persons who make the distribution of A.I.D. funds are regular salaried employees of the resistance. They don't receive a nickel from A.I.D. for services rendered, nor do they receive anything extra in pay from any other party to our knowledge. The service is rendered free because Bexsley is a part of the resistance, and an organization does not pay itself for services rendered by its own employees.

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A.I.D. does have contracts with firms in its other programs for technical services. For those services A.I.D. pays a consideration, which is normally a fixed fee, a payment for overhead, and a payment for the cost of the service. TFHA does not pay those amounts, or give any other consideration, to Bexsley. Thus any contract which TFHA would sign with Bexsley, under the presently established procedure would be without consideration. Such contracts, as you know, are completely unenforceable. I am unable to agree that TFHA should be signing unenforceable contracts with known shell corporations. It is not clear from your memorandum if you think we should start paying Bexsley for what they do. That would be implied in the suggestion that we sign a contract. I don't think we should initiate that practice. That would be taking over a part of the resistance payroll as the persons rendering the service are on that payroll. From our standpoint, we sign a grant agreement with the resistance which provides that payments will be made in accordance with previously established procedures which will be verified by USAID staff. In Miami the procedure is that money is transferred to a separate account in the name of Bexsley. A person known to us, who is a regular employee of the resistance, draws checks from the account and shows up to make payment at a specific place at a specific time which we have designated. He does not move one penny until we have three auditors in the room watching every move. It is no accident that our Grant agreement with the resistance has resulted in this procedure being followed every time payments are made. If we have to change a procedure or time, we don't go looking for some one who is an officer of Bexsley. We call the resistance and tell, them and they say fine. No one has ever even thought of saying, wait a minute until we check with Bexsley. It has always been understood by all parties that the resistance and Bexsley are one and the same. When the resistance signs the grant agreement it is obligated to follow the established disbursement procedures, which includes the part played by Bexsley.

We are continuing to address what we believe to be your main concern, that involving the withholding of Federal and social security taxes from the Family Assistance Payments. This process has gone slower than we had hoped because we were allowing a third party to look into the situation before we acted. It was always felt that someone should approach the Internal Revenue Service (IRS) and seek their help. We are now informed that the third party has accomplished that task, and that they will be happy to accompany us to talk in person with IRS officials at any time. We of course want someone from your office to accompany us when we do that. We are asking that Mr. Dunrnill go with us this week. In the meantime we have asked our controller, Mr. Dorcus, to interview each payee when the Family Assistance Payments are made in Miami this Thursday. Once we have information on the tax status of the payees we should be able to consult the IRS and wrap the matter up quickly. I hope that this will be accomplished by next week.

AGENCY FOR INTERNATIONAL DEVELOPMENT

U. S. MAILING ADDRESS:
RIG/T
APO MIAMI 34022

OFFICE OF THE REGIONAL INSPECTOR GENERAL
AMERICAN EMBASSY
TEGUCIGALPA - HONDURAS

TELEPHONES:
32-9987
also 32-3120 EXT. 2701-2703

May 22, 1989

MEMORANDUM

TO: D/TFHA, Ted Morse
FROM: RIG/A/T, *Coinage N. Gothard*
Coinage N. Gothard, Jr.
SUBJECT: Family Assistance Program Payment Accountability in Costa Rica

I am concerned by Price Waterhouse's recent findings that Family Assistance Program (FAP) payments made to intermediaries in Costa Rica may not always be reaching the intended beneficiaries (see enclosed report).

My staff has verified these findings (first reported to us in April 1989) and has further determined that the individual identified in the report as "Third Party A" received a total of 5,358,915 colones (\$68,700) 1/ in FAP payments on behalf of up to 24 eligible beneficiaries during the period April 1988 through March 1989. Of this amount, the subject intermediary transferred 4,310,010 colones (\$55,300) to four Nicaraguan Resistance commanders and loaned an additional 405,000 colones (\$5,200) to a local businessman. Neither Price Waterhouse auditors nor my staff could determine whether these funds were eventually delivered to intended beneficiaries because there was no documentation trail or other evidence that could be traced to FAP beneficiaries. The remaining 643,905 colones (\$8,300) was traceable to the intended beneficiaries or to additional intermediaries designated in writing by the beneficiaries.

Because of inadequate controls and procedures over intermediary FAP payments, it is possible that some of these funds may have been diverted to other than intended purposes. The magnitude of this problem could be serious given the large number of FAP payments made through intermediaries in Costa Rica. For example, in January 1989, 92 of the 119 FAP payments (77 percent) were made through intermediaries.

Consequently, my office recommends that the Task Force terminate the practice of making FAP payments through intermediaries in Costa Rica. Please advise us within 30 days of any actions planned or taken to implement this recommendation.

1/ Conversions were made at the exchange rate of 1 United States dollar to 78 Costa Rican colones rounded to the nearest hundredth for estimation purposes only.

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

HUMANITARIAN ASSISTANCE PROGRAM

FAMILY ASSISTANCE PROGRAM

SPECIAL REPORT

MAY 5, 1989



Price Waterhouse

May 5, 1989

Mr. Coinage N. Gothard
Regional Inspector General
for Audit
U.S. Agency for International
Development (USAID)
Tegucigalpa, Honduras

Dear Mr. Gothard:

As requested, on April 5 and 27, 1989, we performed certain follow up procedures with respect to those beneficiaries of the Family Assistance Program (FAP) in Costa Rica whose allowances corresponding to the months of January, February and March 1989 were received by "third party" representatives apparently authorized by those beneficiaries. Our review was made to evaluate the reasonableness of the procedures followed by the Nicaraguan Democratic Resistance (NDR) to assure the ultimate payment of such allowances to the beneficiaries of the Program.

The principal procedures performed by us during our review are summarized below:

- A. We selected two "third parties" authorized to receive FAP payments, which together accounted for approximately 28% of total FAP payments made during the period.
- B. We interviewed these two individuals to determine the procedures followed for custody of the funds and the nature of the documentation supporting and accounting for the transfer of these funds to FAP beneficiaries or their families.
- C. We inspected documentation supporting transfers of FAP funds to determine the disposition of all cash received during the period.

Summarized below are the principal findings resulting from the performance of these procedures:

1. Findings related to FAP funds handled by "Third Party A"
 - a) Funds received on behalf of FAP beneficiaries generally are kept by "Third Party A" in a cabinet located at her home.

May 5, 1989
 Mr. Coinage N. Gothard
 Page 2

- b) "Third Party A" used a columnar pad that served as an accounting ledger where she entered, on a monthly basis, the names of FAP beneficiaries and the amount of the allowance received on their behalf. She also recorded in that ledger the names of the people to whom she transferred the funds and obtained their signatures as well as the amount of funds transferred. This ledger had been maintained since April 1988.
- c) According to comments made by "Third Party A" and her accounting records, the FAP funds received by her since April 1988 had been withdrawn, almost entirely, by four NDR commanders supposedly for delivery to FAP beneficiaries inside Nicaragua. However, she did not have written authorizations from these beneficiaries authorizing the commanders' withdrawal of the allowances. Furthermore, she did not have, nor had she requested, receipts from the commanders stating that the beneficiaries actually received their allowances. All four commanders were subordinate in the military chain of command to the husband of "Third Party A".
- d) Accountability, or the ability to relate funds on hand or transferred, to individual accounts of the beneficiaries lacked credibility. For example, on March 9, 1989 "Third Party A" received Q826,280 on behalf of 16 beneficiaries; accountability could be established for only one beneficiary who, in writing, authorized the transfer of Q47,670. The remaining Q778,610 was disposed of as follows:

<u>Explanation</u>	<u>Amount</u>	<u>(Notes)</u>
Funds withdrawn by one commander on 3/17/89	Q373,610	(1)
Cash loan made to a Resistance supporter on 4/5/89	405,000	(2)
Total	Q778,610	
	=====	

Notes:

- (1) According to "Third Party A" this commander had initially requested Q350,000 but she gave him Q373,610 in order that her remaining cash on hand would be exactly Q405,000. She was unable to match with individual FAP beneficiaries the money given to this commander.
- (2) This amount was loaned by "Third Party A" to a "loyal" Resistance friend who, according to her, intended to repay it the day following our initial visit (4/5/89). During a second visit (4/27/89) she said that the "friend" had repaid the loan but that he still had the money for safekeeping.

May 5, 1989
Mr. Coinage N. Gothard
Page 3

It is clear from these transactions that neither the commander nor "Third Party A" could have had the identities of the ultimate beneficiaries in mind when the commander was given the money. This leads us to question whether intended beneficiaries do in fact receive their money.

2. Findings related to FAP funds handled by "Third Party B"
- a) We met with "Third Party B" who told us that until February 13, 1989, all funds he received from the Program were kept in a safe at a friend's home. However, on that date he opened an interest-bearing account at Banco de Costa Rica.
 - b) He accounted for FAP funds by means of a kardex file, with cards for each beneficiary. On these cards he entered the amount of funds received, transferred and the balance. Transfers were supported by receipts for cash, or invoices for the purchase of clothing and other non-lethal items. However, in most instances, except when beneficiaries received the funds personally, there was no evidence showing receipt by the beneficiary, but instead by other "third parties".
 - c) "Third Party B" stated that he had no written authorizations from the beneficiaries to support the transfer of money or other items to these other "third parties". He said that in most cases the transfers were based on either oral or typed versions of radio messages, purportedly originating from the beneficiary, requesting money or clothing from their allowances. These requests were attended to and the clothing and/or money were withdrawn by a commander, from whom he obtained a signed receipt. However, there was no documentation acknowledging receipt of these items by the ultimate beneficiary.
 - d) According to his records, cash on hand or in the bank held by "Third Party B" totaled $\text{C}1,228,496$. We verified that, in the aggregate, he did have that amount available.
 - e) Regarding procedures for disposition of interest earned from this account, "Third Party B" stated that he intended to distribute, at a later date, such income among the FAP beneficiaries.

May 5, 1989
Mr. Coinage N. Gothard
Page 4

We shall be pleased to provide any additional information you may request in connection with the above comments.

Yours very truly,

PRICE WATERHOUSE


Mike A. Santellanes

AUDIT OVERSIGHT PROCESS FOR DEMOCRATIC INITIATIVES IN NICARAGUA

The following provides an overview of the audit oversight process for A.I.D. funds for democratic initiatives in Nicaragua.

1. The grantee (1) prepares a proposed set of fund accountability statements for this grant to meet the reporting needs of the grantee, A.I.D., and Congressional oversight committees, (2) establishes a set of books and records to adequately support the fund accountability statements, and (3) designs a system of internal controls to ensure that the funds are used in accordance with the agreement terms, A.I.D. regulations, and applicable laws. (The grantee has primary responsibility to accomplish these things but may seek assistance from A.I.D. or the management advisory services of its external auditor.)
2. A.I.D. reviews the grantee's fund accountability statements to determine that the statements will adequately meet its management needs and Congressional oversight requirements.
3. The grantee makes any needed revisions to the design of the fund accountability statements and A.I.D. approves them.
4. An external auditor performs a pre-award survey to determine the adequacy of the grantee's accounting and internal control systems for these funds. (The external auditor can be either the grantee's external auditor or an audit firm contracted and supervised by A.I.D.'s Office of the Inspector General (IG). If the grantee uses its own firm, the IG will review the working papers and report for adequacy.)
5. The grantee makes recommended improvements in its books and records and internal control system through its own staff or the management advisory services of its external auditor.
6. An external auditor concurrently audits the books and records of the grantee in order to quickly identify any possible problems. (Again, the external auditor can be either the grantee's normal external auditor or a firm contracted and supervised by the IG. If the grantee uses its own external auditor, the IG will provide limited oversight during the audit and may perform a quality review of the final audit if needed.)

Questions should be referred to:
Jim Durnil 647-7845

7. The grantee should resolve any concerns that the auditor may have. (If the grantee does not concur with the auditor, the auditor will discuss the concerns in an interim report and probably in the final report. If the concerns are material and unresolved, the auditor may withdraw from the assignment.)
8. The external auditor prepares interim monthly reports on its audit and identifies any possible problems and their status.
9. A.I.D. initiates any necessary actions after reviewing the interim reports.
10. The grantee responds to any A.I.D. requests.
11. The grantee prepares its final fund accountability statements for the audited period.
12. The external auditor completes his field work, holds an exit conference with the grantee and A.I.D., and prepares and sends a draft report for comments from the grantee and A.I.D.
13. The grantee and A.I.D. comment on the draft report.
14. The external auditor responds to the comments and issues its final audit report on the fund accountability statements.
15. The audit report is available for oversight purposes.
16. The A.I.D. Regional Inspector General for Audit issues the audit report as an IG audit report and includes the report's recommendations in the Agency's Audit Follow-up and Resolution System.

OFFICIAL

ELEC: Audit

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

TFHA, Ted Morse

Info
CC: ELEC DIST

THE INSPECTOR GENERAL

December 27, 1989

INFORMATION MEMORANDUM FOR THE ACTING ADMINISTRATOR

FROM: IG, Herbert L. Beckington *HLB*
SUBJECT: Audit Oversight of Assistance for Free
and Fair Elections in Nicaragua

DEC 29 9 33 AM '89

I would like you to know the status of Inspector General audit oversight of the funding for Assistance for Free and Fair Elections in Nicaragua.

First, audit pre-award surveys of five Nicaraguan grantees selected to administer the A.I.D. monies inside Nicaragua have been made. CPA firms under contract with my office in Tegucigalpa have certified that accounting and administrative systems are adequate for four of the five subgrantees: (1) National Opposition Union (UNO), (2) Institute for Election Promotion (IPCE), (3) Via Civica, and (4) Center for Electoral Assistance and Promotion (CAPEL). The fifth grantee, Unified Union Confederation (CUS), needs to improve its accounting and administrative systems before it receives funds. Action to improve these systems is ongoing.

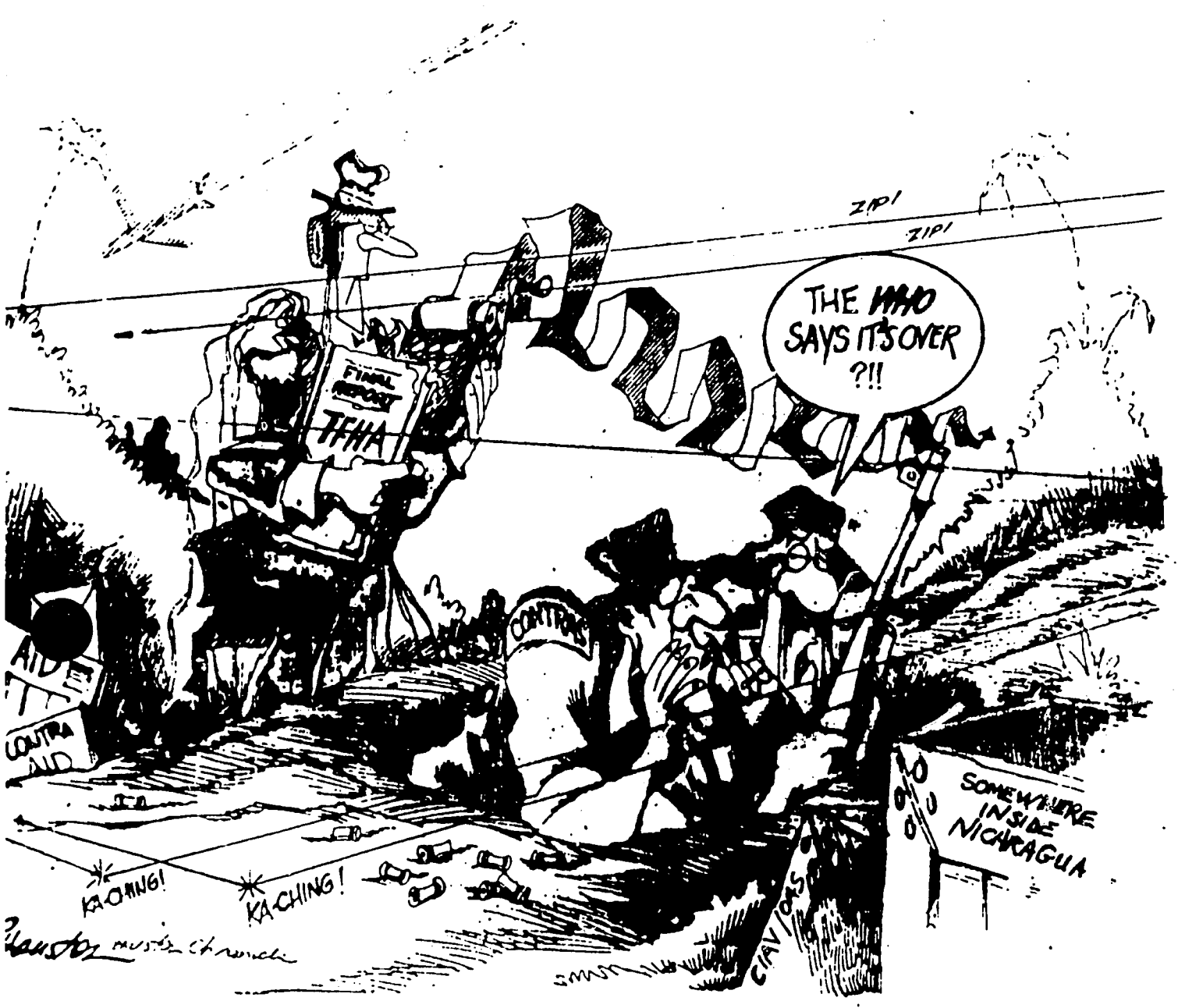
Second, arrangements have been made to have CPA firms under contract to A.I.D. and under the supervision of my office in Tegucigalpa concurrently audit the five Nicaraguan grantees. My office had planned to provide the usual on-sight quality assurance on these audits. However, my audit staff has to date been denied Nicaraguan visas. Consequently, we are not able to travel to the audit site to ensure the quality of the work of the contract auditors. However, we have previously worked with the involved audit firms and believe that they will perform in conformance with established standards.

Third, my office will not provide audit oversight for \$1.8 in contributions to the Nicaraguan Supreme Electoral Council (SEC). The task force general counsel has determined that the matching monies to the SEC are a tax and once paid to the SEC, accountability requirements are considered complete.

We will keep close watch on this very vulnerable program and keep you informed.

D/IG:JDurnil:am:dd:12-26-89:7-7844:W0273G

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Klaus J. Winkler

Tegucigalpa, Honduras

June 11, 1990

MEMORANDUM

TO : TFHA/W Director - Ted Morse

FROM : TFHA/H Director - Ronald F. Venezia *RV*

SUBJECT: TASK FORCE FOR HUMANITARIAN ASSISTANCE:
HONDURAS OPERATIONS CLOSE-OUT REPORT

SUMMARY: Delivery of goods and services by TFHA/H ceased on April 30, 1990 and responsibilities for assistance to the Nicaraguan Resistance passed to the CIAV. In the interim period, TFHA/H closed out each program element and, as necessary, disposed of property, reconciled advances, closed accounts, settled with landlords and arranged for supervision by the USAID/H of continuing activities. No open audit recommendations remain. Accrual pipeline has been reduced to \$2,201,799, or 2.52% for Phase III as of June 6, 1990. With the exception of several controller staff, all TFHA/H personnel will have departed post by June 30, 1990.

1. SCOPE

TFHA/H terminated delivery of goods and services to the Nicaraguan Resistance (ERN) and Yatama on April 30, 1990. This report outlines the actions taken to terminate TFHA/H field operations, turn over functions and some assets to the International Commission for Support and Verification (CIAV) and their implementing agency, UN High Commissioner for Refugees (UNHCR), dispose of other property, close out contractual and financial obligations (both of TFHA/H and, in some cases, the ERN), collect and repatriate to Nicaragua some ERN and Yatama equipment, and arrange for the transfer of management responsibilities for remaining activities to the USAID/Honduras. In carrying out these actions, TFHA/H was guided by the TFHA/W Decision Memorandum dated April 24, 1990 (Annex A).

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2. TURN-OVER TO CIAV/UNHCR

TFHA/H signed, on April 27, a letter (Annex B) to CIAV. This letter authorized the following actions:

A) The International Medical Corps (IMC) and Creative Associates (CAI) were to maintain that equipment financed under their AID contracts sufficient to meet their obligations under their new contracts with UNHCR. UNHCR was authorized to dispose of those goods when no longer needed in a manner which would benefit Nicaraguan reintegration.

B) TFHA/H passed to UNHCR control and use: (1) rations for one month's feeding of remaining ERN and Yatama non-combatants and families; (2) 7,109,137,000 cordobas purchased with approximately \$118,486.00; and (3) a long list of equipment, material and supplies located in warehouse no.1 in Tegucigalpa. CIAV and UNHCR signed acceptance and assumed control of these contracts and assets on May 1, 1990.

UNHCR subsequently signed contracts (to run on a month-by-month basis) with IMC and CAI. UNHCR assumed rental costs of warehouse no.1 and made arrangements with selected members of the ERN to continue their specialized services in the management of the family feeding program.

3. TERMINATION OF PROGRAM ELEMENTS

A. Food: Using purchase orders signed prior to February 28, 1990, TFHA/H took delivery and delivered to UNHCR one month's rations of nine basic commodities for approximately 7,000 people. This food was left in warehouses in Tegucigalpa and Yamales. The last Yatama food was airlifted into their base camp and turned over to them in the last week of April.

B. Cash for Food: Final delivery of cordobas to the ERN was made in March, 1990. Purchase of April CFF was authorized, but delivery was denied on policy grounds. These cordobas were turned over to UNHCR, who used a small amount before the Department of State and CIAV determined their use inside Nicaragua by CIAV/OAS had a higher priority. UNHCR passed back the cordobas to the Embassy Tegucigalpa and an ONUCA helicopter transported them into Nicaragua in mid-May.

C. Quartermaster: No deliveries of QM were made in April. All warehouse material had been distributed.

D. Family Assistance Payments (FAP): L456,792 was disbursed to the ERN in Honduras for the final Phase III FAP payment (March 1990). That amount, plus L12,200 of the ERN's own funds, was distributed to Resistance members for the March payment and for Phase III backpayments. Based on Price Waterhouse's March 1990 Liquidation Reports, the ERN was subsequently reimbursed approximately L7,250 for the backpayments (L12,200 minus L4,950 disallowance for another ERN TFHA funded program). The ERN FAP bank accounts were closed two months earlier with zero balances.

L67,000 was disbursed to the Yatama in Honduras for the final Phase III FAP (March 1990). All funds were distributed. The final Price Waterhouse Liquidation Report has been received.

Checks for a total of \$41,350 were distributed in Miami to complete all Phase III FAP payments to the Miami beneficiaries. Price Waterhouse and RIG observed all payments. Price Waterhouse has provided TFHA with their working report on the payments. No recommendations were made.

E. Medical: IMC provided TFHA/H with a letter (Annex C) outlining their recommendations for property disposal in Honduras (included therein are property disposal actions for IMC property in Miami and Los Angeles). TFHA/H approved and implemented the recommendations in which:

i) IMC equipment, materials, supplies and pharmaceuticals in Tegucigalpa go to UNHCR.

ii) IMC equipment, materials and supplies in Rus Rus and Auka go to Friends of The Americas. (In this regard, Annex D is a letter from Friends of The Americas and a grant-in-aid document finalizing this action).

iii) All ERN equipment and materials in the hands of IMC to be exported to Nicaragua. (In this regard, Annex E is a letter from TFHA/H to the ERN which counsels "due diligence" on the use of AID supplied equipment and offers to send to Nicaragua any ERN equipment. See para 5 below.)

Creative Associates' activities in maternal/child health were continued under UNHCR. CAI provided TFHA/H with a letter (Annex F) recommending transferring a portion of their equipment to UNHCR, a portion to be shipped to Costa Rica for CAI activities there, and a portion to be shipped to Nicaragua. These recommendations were approved and implemented.

Contracts with local hospitals and clinics were terminated on April 30, 1990. April purchase orders were hand-carried to each institution or supplier of services and signatures were obtained attesting to their acceptance that no further charges would be accepted. (In this regard, a public notice was published on May 4, 1990 in the four major daily newspapers (Annex G) announcing the end of the TFHA program and non-acceptance of any future debts.)

F. Program Support: Office equipment and supplies in the hands of the ERN were deemed unrecoverable. Facilities rented by the ERN under this element, including several offices and houses in Tegucigalpa and family food distribution centers in nine rural locations were surveyed and estimates prepared on any repairs. Each landlord was contacted and a cost settlement negotiated.

G. Shelter: Four medium-sized tents were returned to the DOD at Soto Cano Air Base. No other shelter materials were on hand.

H. Communications: No batteries had been ordered for April delivery. None on hand.

I. Training: CAI training activities, with the exception of maternal/child health, had ceased at the end of March. Equipment disposal is explained in para E (Medical) above.

J. Human Rights: Fiscalia property was inventoried and turned back to TFHA/H (Annex H). This property was packed and shipped to USAID/N for their use. Final accounting of bills revealed a L4,950 disallowance. This was met by reducing this amount from the FAP settlement (para D above). Nicaraguan Association of Human Rights (ANPDH) equipment was all under \$2,000 each and therefore deemed to be unrecoverable. ANPDH requested (and TFHA/H approved and implemented) that certain of its equipment be shipped to its offices in Nicaragua (Annex I). Final accounting of ANPDH advances were reconciled.

K. ERN Letter Grant: The entire \$3.62 million was obligated. Annex J provides copies of all Project Implementation Letters used.

L. Miscellaneous: On-going agreements with CARITAS and the Catholic Church for oversight were ended.

4. TRANSPORTATION

A. Air Logistics: Helicopter assets were phased down beginning on April 30. The last helicopter left Tegucigalpa on June 1, 1990. The final bills were submitted and approved.

B. Fowler Aviation: Flights terminated the last week of April, 1990 and within three weeks all three aircraft (one C-123, two caribous) departed Honduras.

C. Divesa: The logistic support contract for Air Logistics terminated on May 30, 1990.

D. Warehouses: Leases on both TFHA/H warehouses in Tegucigalpa were terminated on April 30, 1990. The TFHA/H warehouse in Yamales was turned over to UNHCR on that same date.

E. Parachutes: 218 new parachutes (valued at approximately \$550 each) were returned to the DOD at Charleston S.C. on May 7 (Annex K).

5. ERN AND YATAMA PROPERTY DISPOSITION

As noted above, Annex E contains a TFHA/H letter to the ERN on property. A verbal presentation was also made to the Yatama. In response, the ERN medical corps requested TFHA/H assistance in assembling and storing a considerable quantity of specialized hospital equipment and supplies. The estimated value (very notional) was \$1.5 million. (Annex L contains the U.S. Embassy certification of value.) This material was shipped to Managua on June 6 via the American Embassy Managua for delivery to the GON Institute of Repatriation. (Some objection was voiced by the GOH, but TFHA/H managed to maintain control of these items and ship them out of the country.)

Yatama equipment was also shipped to Puerto Cabezas, Nicaragua per their request (Annex M).

6. RANCHO GRANDE

A decision was made to continue direct support, via IMC, of Rancho Grande patients. A three month extension to July 31 was signed and supervision was passed to the USAID/Honduras. A PSC contract was signed with Mr. Frank Valva to produce a plan, by June 15, of how to repatriate these patients to Nicaragua. At this writing, this is an on-going activity.

7. OPERATING EXPENSE PROPERTY

A. Office Furniture: Almost all office furniture used by TFHA/H is on loan from Embassy Honduras stocks. This is being returned as vacated.

B. Office Equipment: As available, TFHA/H equipment is being shipped to USAID/Nicaragua. The remaining equipment being used by the residual controller staff will be turned over to USAID/Honduras upon their departure. Annex N provides a breakdown of this category and its disposition.

8. CLOSE-OUT ACTIONS

Annex O provides a summary of all TFHA/H close-out actions and results.

9. VOUCHER CLASSIFICATION

Annex P provides a listing of project officer approvals and dates of effectiveness for payment of continuing vouchers. In effect, Robert Adams (and in his place, Donald Soules) of USAID/Honduras will assume all remaining responsibilities.

10. CONTRACT MANAGEMENT

Annex Q provides a description of continuing contractual responsibilities by USAID/H and how they will be managed.

11. FINANCIAL MANAGEMENT

Annex R provides a description of continuing financial management responsibilities by USAID/H.

12. AUDIT RECOMMENDATIONS

Annex S provides a certification of no open TFHA/H audit recommendations by Price Waterhouse.

13. PIPELINE

As of June 8, 1990, TFHA/H pipeline, when taking into account accruals and vouchers received and in process for payment was \$2,201,799 (2.52%). Three TFHA/H controller staff will remain until September 30 to finish the voucher processing and payments. Also, a TFHA/H staffer will spend three weeks in AID/W in August reconciling AOC charges with TFHA/H vouchers. Annex T provides a complete breakdown of TFHA/H pipeline as of June 8, 1990.

MEMORANDUM

Matthew Horween, Controller
USAID/Honduras

M: N. Keith Romwall, Controller
Task Force for Humanitarian Assistance
to Central America (TFHA)

SUBJECT: Transferring of Financial Management Activities

In part of the transfer of the TFHA Accounting Station/financial books, files and records, I certify that I followed the procedures as in AID Handbook 19, Section 10.0. The following specific actions were taken in order to assure that there was a complete and successful transfer of all assets and supporting documentation:

1. Appropriate documentation exists to support all recorded accounts receivable (except as noted in the annex/qualifications below) and follow-up action has been taken in effort to collect delinquent receivables. For each delinquent receivable, a listing has been prepared which summarizes actions taken with recommendation for final resolution. Members of the TFHA/Horween's staff will remain for 30 to 120 days to provide continuity with your office in the resolution of outstanding issues.
2. Documentation exists in project files to support all recorded liabilities and the liquidation record accurately reflects the current status of each. A detailed listing of all unliquidated obligations is maintained in the MACS computer files. The attached print-out lists all 47 MACS Librarians, containing 80C Files in the MACS02 Volume of the system.
3. All outstanding cashier funds have been reconciled and accounted for along with all other cash advances that were outstanding to the bank. The cashier fund has been returned to the U.S. Disbursing Office at post and the TFHA/H bank account with the Banco Atlantida has been closed.
4. A listing has been prepared of all pending vouchers and known vendors/suppliers, contractors and employees. A separate schedule has been prepared listing the various classes and types of vouchers which may be presented for payment along with the names of the cognizant Project Manager or other individual who will be responsible for the Project Manager's Approval of the various vouchers. Three members of the TFHA/Horween's staff will remain under your charge through September 30, 1990 to provide continuity in the final settlement of the Task Force matters. The USFSC Certifying Officer will be available through June 30, 1990 and the Chief Accountant will be available under your supervision through July 15, 1990.

5. All required reports have been prepared and submitted to Washington as May 31, 1990.
6. All MACS records have been reconciled and balanced as of May, 1990.
7. Interim Section 1311 reviews have been made on all active Budget Allowances to ensure that all obligations are valid at the time of transfer. (see disclaimer below)
8. The document files have been reviewed and updated as necessary to assure backup information for the books and records will be complete and readily available. A separate listing has been prepared which details all of the contracts and grants with date and amounts of commitments and incremental funding, as well as the expiration date.
9. Property records have been reconciled with the executive committee and a copy of the disposition plan for TFHA financed property is attached to this certification.

Following are disclaimers or qualifications to the items listed above:

1. The Advance Control Ledger balances consist mainly of amounts related to travel advances by AID/W or other Missions. Some negative balances resulted from the liquidation by this office of advances for which we have not been charged. The only documentation available is AOC for the charge. In some cases the advances have been cleared by the Controller in AID/W and we have not been AOCed for the credit.
2. It is possible that not all invalid obligations have been identified. Because of the possibility that we could receive an Advice for Payments made through AID/W several months (or years) after the payment is made we have been reluctant to deobligate any amounts paid or payable by AID/W or through letters of credit. Because billings by other USG agencies (notably the Dept of Defense and Veterans Administration) we are reluctant to deobligate balances for agencies from which we may subsequently receive claims.

CONTROLLER VERIFICATION STATEMENT

to the correctness and completeness of the books, files and records being transferred from my responsibility to the USAID/Honduras Controller's responsibility. The financial management transfer has been performed according to AID Handbook 19, Section 10.0 with the exception of the disclaimers or qualifications noted above.

Donnell
 Donnell, Controller
 for Humanitarian Assistance
 America

ANNEXES

- A. TFHA Property Disposition Principles
- B. TFHA/H CIAV Letters
- C. IMC Property Disposal
- D. Friends of The Americas Grant-In-Aid
- E. TFHA/H ERN "Due Diligence" Letter
- F. Creative Associates Property Disposition
- G. Public Notices of Termination
- H. Fiscalia Property Disposal
- I. ANPDH Property Disposition
- J. ERN Letter Grant PILs
- K. Parachute Return Receipt
- L. ERN Medical Equipment Value Certification
- M. Yatama Property Disposition
- N. OE Property Disposition
- O. TFHA/H Close-Out Checklist
- P. Voucher Classification - Project Officers
- Q. Contract Management - Ongoing
- R. Transferring of Financial Management
- S. Audit Recommendation Close-out
- T. Pipeline Analysis

ANNEX A _ PAGE 1

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D. C. 20523

4/25

APR 24 1990

MEMORANDUM

TO: D/TFHA, Ted D. Morse
FROM: DD/TFHA, *Robert Meighan*
SUBJECT: Disposition of TFHA Financed Property

Task Force deliveries of humanitarian assistance to the Resistance will be completed by the end of April. At that time, it is anticipated that CIAV/UN and CIAV/OAS will take over the responsibility for reintegration of demobilized Resistance members and their families into the civilian society of Nicaragua. It is also anticipated that at least CIAV/UN may ask one or more the present Task Force contractors to continue their work in support of the reintegration effort. As the AIF Task force is expected to be dissolved within the next few months, it is necessary to consider now what final disposition of the Task Force funded property is most appropriate. It is recognized that the Task Force has no control over, or responsibility for, items already furnished to the Resistance and items which Resistance may have received from other sources. Nevertheless, the Task Force will make a good faith effort to influence the use of such items for the purposes of the reintegration program. Disposition decision will be made considering the benefit which can be provided to the reintegration program, and the least total cost to the U.S. Government. As the disposition instructions listed below vary from those used by AID under its normal programs of development, these procedures are being established under the Task Force special authority.

Property disposition decisions will be made based on the following order of priority.

1. TFHA-funded contractors or grantees who wish to keep TFHA-funded property in their possession for continued use under the Reintegration Program, will be allowed to do so.
2. TFHA-funded property in the possession of a contractor or grantee, which cannot be used by that organization in furtherance of the reintegration program, will be offered to other entities (including CIAV/UN, CIAV/OAS, GON-RN Transition Commission) who can use such property in furtherance of the reintegration program.

TFHA-funded property purchased for the TFHA program, but not in the possession of a contractor or grantee, will likewise be offered to organizations involved in the implementation of the reintegration program for use on that program.

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- 4. TFHA-funded property which is excess to the needs of the reintegration program will be offered to USAIDs in the region for their own use or for use on their programs.
- 5. TFHA-funded property which cannot be utilized under any of the four priorities listed above shall be sold, with the proceeds reverting to the U.S. Treasury.

AUTHORITY

Pursuant to Section 8(c) of Public Law 101-14 (April 18, 1989), A.I.D. has been granted the authority contained in Section 4(E) of Public Law 100-276 dated April 1, 1988. Section 4(E) gives A.I.D. extraordinary authority to expend TFHA program funds notwithstanding and without regard to the provisions of law and regulations normally relating to government funds. As Director of the TFHA, you have been delegated this full authority by the Administrator of A.I.D. by virtue of his delegation of authority dated April 1, 1988.

COMMENDATION

That you exercise the above authority to approve TFHA utilization of the arrangements herein detailed.

Disapproved _____

Approved *Bob D. Brown*

Date *April 25, 1990*

United Nations Naciones Unidas

GRUPO DE OBSERVADORES DE LAS NACIONES UNIDAS EN CENTROAMERICA

UNITED NATIONS OBSERVER GROUP IN CENTRAL AMERICA

ONUCA

Tegucigalpa, 23 de abril de 1990

Señor Ronald F. Venezia
Representante del AID
c/o Embajada de los Estados Unidos
en Honduras
Ciudad

Muy señor mío:

Me es grato referirme a la reunión de coordinación que sostuviéramos el día 19 de los corrientes en las oficinas del Alto Comisionado de las Naciones Unidas para Refugiados a fin de confirmarle mi designación como representante para Honduras de la Comisión Internacional de Apoyo y Verificación (CIAV) a partir del 20 de los corrientes según comunicación recibida de la Oficina Ejecutiva del Secretario general de las Naciones Unidas. Al respecto he cursado, el día de hoy, una nota al Exmo Señor Embajador de los Estados Unidos de Norteamérica en Honduras comunicándole tal designación.

Conforme lo manifestáramos en la reunión de coordinación CIAV en Honduras se encargará de dar cumplimiento al Acuerdo de Tela y para tal efecto utilizará los servicios de varios organismos del sistema de Naciones Unidas ya que las tareas encomendadas a la CIAV comprenden aspectos que interesan a diversos programas de la Organización tal como lo manifestara el Secretario general en la carta que cursara con fecha 28 de agosto de 1989 al Presidente del Consejo de Seguridad de las Naciones Unidas.

En el futuro, toda la comunicación entre ustedes y la CIAV en Honduras deberá ser dirigida a la siguiente dirección:

Ricardo Vigil
Representante de la CIAV en Honduras
Edificio CIICSA
2do. Piso
Ave. República de Panamá
Colonia Palmira
Tegucigalpa, D.C.

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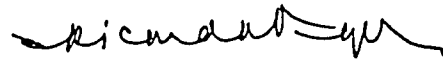
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Con el fin de empezar nuestros trabajos mucho les agradecería se sirvan informarnos en detalle sobre los bienes y efectos que podrían ser transferidos a la CIAV cuando nos sustituyamos a ustedes para brindar la ayuda humanitaria a los familiares de los miembros desmovilizados de la Resistencia Nicaraguense, especialmente en el Valle de Yamales.

Asimismo me es grato informarles que el día martes 24 de los corrientes efectuaremos una visita al campamento de Yamales, a fin de divulgar los alcances y los beneficios del plan de desmovilización así como para informarnos de los recursos humanos y materiales existentes con el fin de organizar la distribución de la ayuda humanitaria. Nos acompañarán en ésta visita el representante en Honduras del Alto Comisionado para Refugiados de las Naciones Unidas, la Presidenta de la Cruz Roja Hondureña, así como funcionarios de la CIAV que se ocuparán de los aspectos operativos. Hemos informado de nuestra visita al coordinador de la Resistencia Nicaraguense señor Abel Céspedes y le rogamos a ustedes se sirvan tomar nota e informar a vuestros representantes en la zona de nuestra visita.

Sin otro particular me es grato suscribirme de Ustedes,

Atentamente,



Ricardo Vigil

cc: Señor Iqbal Riza, CIAV, Managua
Señor Ulrich von Blumental, ACNUR, Tegucigalpa

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UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523
TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, D.C.

April 27, 1990

Sr. Ricardo Vigil
Representante de CIAV en Honduras
Edificio CIICA, 2do Piso
Ave. Republica de Panama
Colonia Palmira
Tegucigalpa

Estimado Ricardo:

Muchas gracias por su carta del 23 de abril, 1990, en la que me expresa los planes de NU/CIAV de asumir la asistencia humanitaria otorgada a las familias de la Resistencia Nicaraguense. Entendemos que ACNUR piensa contratar los servicios de IMC (International Medical Corps) y de CAI (Creative Associates) despues del 30 de abril, fecha en que terminan sus contratos con AID. Asi mismo, entendemos que ACNUR tiene planes para que continuen sus servicios, en cierta forma, para apoyar el programa de reintegracion de la Resistencia a Nicaragua.

La presente es para informarle que hemos autorizado a IMC y a CAI para que mantengan control de todo equipo y mobiliario comprado bajo sus contratos con AID, lo que necesitaran para realizar sus nuevas obligaciones. En caso de que IMC y CAI ya no esten involucrados en la implementacion de programas, o que ya no necesiten los bienes para ese proposito, por este medio autorizamos a ACNUR a disponer de los bienes en la manera en que puedan beneficiar al programa de reintegracion de los nicaraguenses.

Finalmente, anadiendo a sus esfuerzos en este programa, me complace ofrecer a ACNUR los siguientes articulos que son sobrantes de AID, y los que deseamos que se mantengan disponibles para apoyar sus esfuerzos de reintegracion:

1. Raciones para un mes de nueve productos basicos que estan en bodegas en Yamales y en Tegucigalpa, de acuerdo a la lista adjunta (Anexo 'A').
2. 7,109,137,000 de cordobas (aproximadamente U.S. \$118,486.00).
3. Articulos en bodega #1 (Anexo 'B').

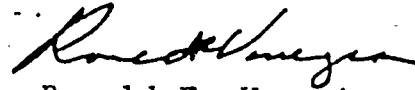
Como tenemos entendido que ACNUR piensa arrendar nuestra bodega #1, a partir del 1 de mayo, 1990, tenemos la intencion de dejar todos estos productos y articulos ahi. De nuevo, nuestra solicitud es que ACNUR haga todos los esfuerzos posibles para asegurar de que todo este material sea usado para reintegrar a la Resistencia Nicaraguense.

Le ruego que nos indique, con sus firmas bajo, la concurrencia de NU/CIAV y de ACNUR en este arreglo.

Tambien, le ruego nos indique de la lista arriba mencionada que productos desea utilizar ACNUR.

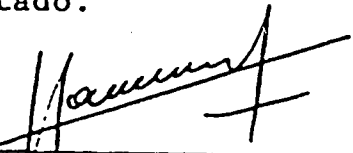
Esperamos poder trabajar de cerca con Ud. y los miembros de su personal en esta transicion.


Atentamente,



Ronald F. Venezia
Director

Aceptado:



Francis Fouinat
Representante de ACNUR en Honduras

Ricardo Vigil
Representante de CIAV en Honduras

cc: CAI
IMC

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ANEXO 'A'

FOOD INVENTORIES

<u>PRODUCT</u>	<u>QUANTITY</u>	<u>TEGUCIGALPA</u>	<u>CAPIRE</u>	<u>TOTAL</u>
Arroz	qq	514	968	1,482
Frijoles	qq	648	991	1,639
Maseca	sac	796	1,461	2,257
Azucar	qq	540	989	1,529
Sal	lbs	16,939	20,400	37,339
Cafe	lbs	7,575	22,500	30,075
Leche	lbs	25,981	13,340	39,321
Manteca	lbs	18,536	42,536	61,072
Avena	lbs	12,055	15,271	27,326
Sardinas	u.	7,934		7,934
Jabon Bano	cjs	174		174
Jabon Lavar	cjs	222		222
Maquinas Afetar	cjs	44		44
Achote	cbs	385		385
Especias	lbs	143		143
Pinolillo	arroba	239		239
Papel Higienico	u.	9,365		9,365
Cigarros	cjs	21		21
Pasta Dental	cjs	63		63
Cepillos Dentales	cjs	5		5

Above amounts are approximates and certified physical inventories will be available o/a April 30, 1990.

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ANEXO 'B'

TFHA/H PROPERTY TO BE PASSED TO UNHCR

ITEM	QUANTITY	DESCRIPTION
caster wheels	41	3" rubber wheels full swivel
typewriters	3	Olympia, ledger carriages manual type
electric drill	1	Ram (1/2 " drive)
door hinges	30 sets	
nails	50	large common nails
tape	6 rolls	parachute patching tape
braided cord	17 rolls	80 lb.cotton break cord for parachutes SSN 8305 000-268-2411
rope	17 rolls	3/8" plastic rope used for rigging
thread	11 rolls	nylon thread
bolts	50	7/16 x 6" common thread w/nuts & washers
nails	30 lbs.	#20 common nails
rubber bands	16,000	for parachute rigging
net (sling)	2	for helicopter sling
cots	11	new cots collapsable
tents	6	small approx 8'x16' complete SN 8340-00-470-2335
hand truck	1	pallet dolly (Wesley Internat'l) 4,000 lb.cap #3920-00-202-2223
scales	1	hanging type 2,000 lb cap #APD 982652 (Dillon Weigh Trough Top)

refrigerator	1	Inalfa 14 cu ft Model 396 110V
cook stove	1	Corelsa 220V
plywood sheets	267	4x8x3/4" used for rigging
banding machine	1	Gerrard Co. 1/2" banding
generators	2	ONAN Ser #s 880184110 & 890197072 single phase KW28, KOA33 3 phase KW40, KOA50
tri-wall boxes	5	25"x48"x37"
freezers	2	Gibson 30 cu ft 110V Model #FH26M6WYFA
MREs	192	
parachutes	300	150 serviceable 150 in various states of disrepair
parachute supplies	20 bags	miscellaneous rigging supplies
sleeping bags	2	blue
gas cannisters	17	small
gas lanterns	2	
gas stoves	2	small (blue)
portable toilet	1	
tent stakes	1 box	
cooking pots	1 large 1 small	with lid with lid
collander	1	metal
cooking spatula	1	
cooking spoon	1	metal
glass plate	1	small
nails	2 1/2 boxes	
canvas tent	1	medium (16'x32')

3/11

- 3 -

posts	14	to put tent together
chests	4	for clothing
kitchen cabinet	1	
pine chairs	6	
pine tables	4	small
pine table	1	large
containers	2	plastic
coffeepot	1	
pitchers	2	glass
grater	1	
refrigerator	1	brown
gas tanks	3	propane
pvc pipes	2	
plane for wood	1	
chisels	2	
file	1	
saws	2	
metal level	1	
hammer	1	

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UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, D.C.

April 30, 1990

Sr. Ricardo Vigil
Representante de CIAV en Honduras
Edificio CIICA, 2do Piso
Ave. Republica de Panama
Colonia Palmira
Tegucigalpa

Estimado Ricardo:

En relacion a mi carta del 27 de abril, de 1990, y sus adjuntos, ruegole tomar nota de que las dos congeladoras enumeradas en el Adjunto 'B', pagina 2, ya no estan disponibles.

Le ruego informar a ACNUR y modificar sus listas de acuerdo.

Atentamente,



Ronald F. Venezia
Director

cc: Francois Fouinat - UNHCR

J. Smith

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

el 3 de mayo de 1990

Sr. Ricardo Vigil
Representante de CIAV en Honduras
Edificio CIICA, 2do Piso
Avda. República de Panama
Colonia Palmira
Tegucigalpa, D.C.

Estimado Ricardo:

La presente es para ampliar los términos de mi carta del 27 de abril de 1990, en la cual TFHA ofrecía de poner a disposición de CIAV varios artículos que están en posesión nuestra, o que están en posesión de nuestros contratistas; y que pueden ser utilizados por Uds. en el proceso de reintegración de la Resistencia Nicaragüense.

Como Ud. sabe, International Medical Corps (IMC) ha estado dando apoyo a un hospital de la Resistencia en Yamales, una clínica en Danli, una bodega en El Jardin, y un centro de rehabilitación en Rancho Grande. Los artículos en estos centros representan compras efectuadas por otras agencias del Gobierno de los Estados Unidos en el pasado, por nuestra oficina de TFHA, y otros.

Los centros mismos, incluyendo todos los suministros y equipos que hay en ellos, han sido propiedad del Cuerpo Medico de la Resistencia y siempre han estado bajo su administración y control. Sin embargo, ya he escrito a la Resistencia (adjunto ver copia de mi carta del 24 de abril de 1990) solicitándoles que tomen todas las medidas necesarias para asegurar de que todos los centros arriba mencionados, junto con el equipo y suministros, sean utilizados únicamente con el propósito de ayudar en el proceso de reintegración de la Resistencia de regreso en la sociedad civil de Nicaragua.

Como su organización estará jugando un papel muy importante desde Honduras en el proceso de reintegración, yo le ruego que trabaje con la Resistencia para hacer los arreglos

- 244

necesarios para que todos estos centros y sus respectivos equipos y suministros sean usados con tal fin.

Le ruego nos avise si en alguna forma nosotros podemos ser de ayuda para hacer tales arreglos.

Atentamente,



Ronald F. Venezia
Director

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UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
 AGENCY FOR INTERNATIONAL DEVELOPMENT
 WASHINGTON D C 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

TEGUCIGALPA, HONDURAS

RECIBO

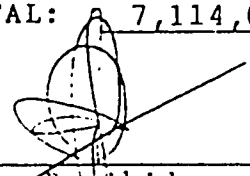
Yo, Carlos Boggio de ACNUR
 recibí del Sr. Ronald Venezia, Director Field Operations TFHA la
 cantidad de 7,114,097,000 cordobas.

El Desglose de lo recibido es:

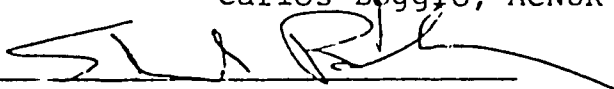
<u>39,736</u>	billetes de 100,000	=	<u>3,973,600,000</u>
<u>61,352</u>	billetes de 50,000	=	<u>3,067,600,000</u>
<u>3,644</u>	billetes de 20,000	=	<u>72,880,000</u>
<u>- 0 -</u>	billetes de 10,000	=	<u>- 0 -</u>
<u>3</u>	billetes de 5,000	=	<u>15,000</u>
<u>2</u>	billetes de 1,000	=	<u>2,000</u>

TOTAL: 7,114,097,000

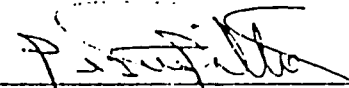
FECHA: el 30 de abril de 1990


 Recibidor
 Carlos Boggio, ACNUR

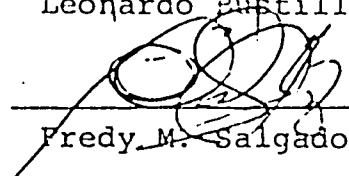
Witness


 Edward Baker (TFHA)

Witness


 Leonardo Bustillo (P.W.)

Witness


 Fredy M. Salgado (P.W.)

Witness

FECHA: _____
DESTINO: CIFU/ONN
RESPONSABLE: JOSÉ RAMÓN EUCEDA

LUGAR: CAPIRE
FECHA: 04/30/90

- | | | | |
|------------------------|---------------------|----------------------|--------------------|
| 1) ARROZ | <u>984 #</u> | 16) AVENA | <u>16,321 Rbs.</u> |
| 2) FRIOLES | <u>991 #</u> | 17) PINOLILLO | _____ |
| 3) MANECA | <u>1,535 libras</u> | 18) QUESO | _____ |
| 4) AZUCAR | <u>98,905 Rbs.</u> | 19) VINAGRE | _____ |
| 5) SAL | <u>20,400 Rbs.</u> | 20) CARNE RES | _____ |
| 6) CAFE | <u>25,300 Rbs.</u> | 21) CARNE POLLO | _____ |
| 7) LECHE | <u>16,560 Rbs.</u> | 22) JABON LAVAR | _____ |
| 8) MANTECA | <u>42,537 Rbs.</u> | 23) JABON BAÑO | _____ |
| 9) C:NAFOLITANOS | _____ | 24) PAPEL HIGIENICO | _____ |
| 10) SOPAS DE F.S.A RES | _____ | 25) CIGARROS | _____ |
| 11) PAPAS | _____ | 26) FOSFOROS | _____ |
| 12) CEBOLLA | _____ | 27) M.AFEITAR | _____ |
| 13) REPOLLO | _____ | 28) PASTA DENTAL | _____ |
| 14) TOMATE CRUDO | _____ | 29) CEPILLO DENTAL | _____ |
| 15) ZANAHORIAS | _____ | 30) BOLSAS PLASTICAS | <u>1,200 Rbs.</u> |

OBSERVACIONES: Los abajo firmantes certifican que los productos arriba
enumerados en las respectivas cantidades, forman del proyecto A.T.D. TFAA/H
al proyecto CIFU/ONN en esta fecha.

:

RECIBIDO: JB Euceda
FECHA: 30.04.90

Francis Valero
TFAA/H
[Signature]
EDUIN ESCOBAR
P.W.



INTERNATIONAL MEDICAL CORPS

10880 Wilshire Boulevard, Suite 606 • Los Angeles, California 90024 • (213) 474-3927 • FAX (213) 474-1677

April 24, 1990

IMC Serial No. 300/H-1008

Mr. Spencer Silberstein
Project Director
TFHA/H. U.S.A. Embassy
Tegucigalpa, D.C.

*Approved -
R. G. King 4/13/90*

Dear Mr. Silberstein:

IMC would like to make the following recommendations for the disposal of equipment still in IMC possession and for some of the equipment belonging to the Cuerpo Medico:

1. All equipment, materials and supplies in Tegucigalpa including the pharmaceuticals stored in the IMC and AID warehouses to be donated to UNHCR to continue project operations.
2. The equipment, materials and supplies now being warehoused in the Rus Rus hospital to be given to the Friends of the Americas with the condition that the Friends make everything available to IMC to continue project operations in the Mosquitia.
3. All equipment, materials and supplies in the Auka clinic - to be donated to the Salt and Light organization with the condition that all is available to IMC until the UNHCR project is ended.
4. All bio medical equipment including the new x-ray machine in the IMC warehouse that was removed from the Yamales hospital to be packed for shipment including the new x-ray machine in the IMC warehouse to Nicaragua except any items still required at the Yamales hospital.
5. All equipment and materials in the El Jardín warehouse to be packed for export to Nicaragua and stored in the AID warehouse until appropriate to send.

April 24, 1990
Page # 2

6. All equipment materials and supplies in the Danli clinic to be packed for export to Nicaragua and stored in the AID warehouse until appropriate to be sent to Nicaragua.

IMC will handle all approved disposals and turnovers preparing the appropriate paperwork.

Sincerely,



Wallace Chastain
Project Director

WC/bmch

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523



Date: 5/7/90
Total Pages (including FAX sheet): 3

TFHA/WASHINGTON
Rm. 3214, NS

FAX Number: (202) 647-0924

Message/Instructions (if needed)

FYI:
For the record, T
Furnishings in Micene
transferred over to the Job Corps
per GSA assistance provided
in disposal effort.

Darville

To: *Kathy Romwall*
Dick Thacker
TFHA/H

FAX Number:
504 - 313076

From:
Barnett Chessin
EXO/TFHA

Telephone Number:
(202) 647-0453

Subject:

Acknowledge Receipt -- Yes: No:



INTERNATIONAL MEDICAL CORPS

10880 Wilshire Boulevard, Suite 606 • Los Angeles, California 90024
Telephone: (213) 470-4202 (213) 474-3927 • Facsimile: (213) 474-1677

cc: [unclear] LTD

*BC -
Also be sure
TFH A/H & USA/H
have copies.
Jim
6/3*

April 16, 1990

B. Chessin
Executive Officer
Agency for International Development
Task Force -- Room 3214 NS
Washington, DC 20520-0021

Dear Mr. Chessin:

As you requested, please find enclosed the receipt for IMC property turned over to the Federal Job Corps as instructed by Mr. D. Soules.

Sincerely yours,

Raquel Derrenberger

Raquel Derrenberger
Miami Area Manager

cc: W. Chastain, Project Director, IMC

MAR 2 8 15 AM '90

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April 4, 1990

Received from IMC:

- * Beds / linen (7 beds)
- * Dining room set (table and 4 chairs)
- * Living room set (couch, love seat, table)
- * Kitchen / dining utensils
- * Clothes dryer
- * Television / VCR
- * Office supplies?
- * Telephone answering machine
- * Copier
- * Fax
- * Bicycle
- * Chest of drawers

Received: *[Signature]*

Job Corps Rep.

[Handwritten mark]



INTERNATIONAL MEDICAL CORPS

10880 Wilshire Boulevard, Suite 606 • Los Angeles, California 90024 • (213) 474-3927 • FAX (213) 474-1677

March 29, 1990

IMC Serial No. 300/H-926

Leonel Pizarro/USAID
Contracting Officer
Tegucigalpa, Avda La Paz
APO Miami 24022

Subject: Contract No. PDC-000-C-00-9005-00
Final Disposition - Los Angeles Office Furniture


Dear Mr. Pizarro:

Attached is a list of furniture purchased by the Central America Project in October, 1989 for the duration of the contract. If these items are not needed elsewhere, the IMC Corporate Office would like to acquire them.

Using the AID Handbook 13, Section 1T - Property Management Standards as Source, it is our interpretation that these items would be classified as Expendable Personal Property because, although it has a useful life of more than two years, no item has a value of more than \$ 500.00. Disposition would then be ruled by 1T8 referenced to 1T6c(1) "Nonexpendable property with a unit acquisition cost of less than \$ 1,000.00. The recipient may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

If this interpretation is correct, please indicate your concurrence and approval below. If it is not, please give us guidance as to how to proceed?

Sincerely,


Wallace Chastain
Project Director

Approved:


Leonel Pizarro, Contracting Officer

4/19/90
Date

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CENTRAL AMERICA PROJECT
CONTRACT NO. PDC-000-C-00-9005-00
ASSET LIST

DATE PURCHASED	VENDOR	DESCRIPTION	PURCHASE PRICE
12/14/88	GRANTREE	FILE CABINET	466.00
12/14/88	GRANTREE	FILE CABINET	466.00
03/29/89	BLUEBIRD OFFICE	FILE CABINET	484.00
09/07/89	BLUEBIRD OFFICE	ROLLING CABINET	149.00
10/25/89	TRADER BOYS	R/R DESK	173.50
		DESK CHAIR	144.95
		DESK CHAIR	153.50
		SIDE CHAIR	102.95
		SIDE CHAIR	102.95
		SIDE CHAIR	102.95
		SIDE CHAIR	102.95
		SIDE CHAIR	102.95
		COMPTON	148.95
1/26/89	OFFICE CLUB	FILE CABINET	169.95
		DESK FILE	44.97
		DESK FILE	44.97
		COMPUTER DESK	49.95
		COMPUTER DESK	49.95
		COMPUTER HUTCH	79.95
		COMPUTER HUTCH	79.95
		DESK CONNECTOR	47.95
		DESK CONNECTOR	47.95

SUB TOTAL 3213.29
TAX 311.68

TOTAL 3524.97

1252

Wanda - 75. July

FRIENDS OF THE AMERICAS

APARTADO POSTAL 2094
TEGUCIGALPA, HONDURAS
111 33-2123



May 10, 1990

Mr. Ron Venecio, Director
USAID Humanitarian Aid Task Force
U.S. Embassy
Tegucigalpa, Honduras

Dear Ron:

The purpose of this letter is to give you a brief report on the meeting between me and Commandante Blas, which took place Monday, May 7 at the Yatama Base near Auca in the Mosquitia of Honduras.

I would first like to thank you for arranging the meeting with Blas for me. It was very helpful to me and I believe he was greatly relieved and reassured also.

The meeting gave me a chance to present to him the Friends of the Americas health program for the Rio Coco. I explained that this program was already five years old and was constantly being expanded and improved and that the original and continuing purpose was to provide health care to those living along the river who were not served by ACNUR or another international agency. I further explained our involvement with I.M.C./ USAID in the Humanitarian Aid Program and how we had engaged the doctors, etc. to initiate the program. The equipment we received from the program greatly improved the services of our hospital to them and that this hospital will continue to function and be available to them and their families. (The Honduran Military has promised me that people from both sides of the Coco River will have access to the hospital unmolested.

Blas then explained to me how the ex-combatants will be located in a zone near the village of Slimalya in Nicaragua and will have no medical or health program functioning there. This village has a good airstrip and I agreed with him that we will provide regular mobile clinics to the base by air if he will provide us with authorization to land there. We exchanged radio frequencies so that we can be in constant communications and can evacuate anyone who needs immediate attention to the hospital by air.

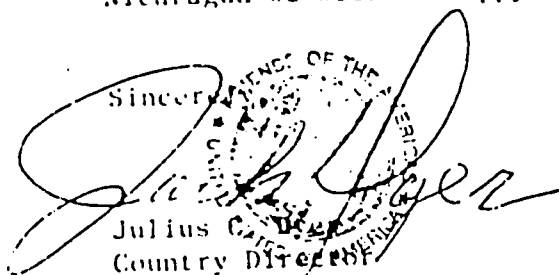
For the present we have started mobile clinics at the base near Auca. The first clinic was held on Monday, April 30, 1990 and 79 patients were attended. We intend to continue mobile clinics to Auca after the base is closed. We will utilize the building constructed by I.M.C. as part of

- 355 -

the Humanitarian Aid Program for these mobile clinics. The clinic will be manned on a daily basis by a nurse furnished by Salt and Light, who also will have radio contact with the hospital.

Comandante Blas and I both left the meeting feeling that we had good rapport and understanding of the problems that each of us face. We have agreed to stay in constant communication to avoid future misunderstandings.

Again, I wish to thank you for all the help that you personally and USAID have been to our operation in the Mosquitia. I hope that we have been of service in seeing the program brought to a successful conclusion. If we can cooperate further in any program of USAID that may develop in Nicaragua we will be happy to do so.

Sincerely,

Julius C. ...
Country Director
Friends of the Americas
Honduras

- 256

Steve Smith

GRANT IN-AID DOCUMENT

the purpose of implementing the TFHA/H program in the Mosquitia and to
ove the capability or capacity of the Friends of the Americas," the Agency
International Development, represented by the Director of the Task Force
Humanitarian Assistance in Honduras, hereby makes a grant-in-aid and
nsfers title for the property listed below to the Friends of the Americas,
duras.

Description	Qty	Unit Cost	Total Cost
Solar panels, complete with all wiring and controls	3 ea.		
Batteries for solar panels	8 ea		
Kerosine refrigerator, Electrolux	1 ea		
Wood frame building w/tin roof located in Auca and utilized as a medical clinic	1 ea		
Military style wall tent used as a temporary clinic	1 ea		
One lot of medicines and medical supplies located in Auca and Rus Rus	1 lot		
Chain hoist	1 ea		
A.O. Reichert binocular microscope, L-150BGA-HW	2 ea	\$1256,85	\$2513,70
Drucker mdl 620E multi purpose centrifuge	1 ea	\$1267,00	\$1267,00
Burton outpatient minor surgery light, 0114112	3 ea	\$835,25	\$2505,75
Valleylab elector surgical generator, SSE-2L SYS	1 ea	\$3750,50	\$3750,50
All-American stean pressure sterilizer, 1941X	4 ea	\$164,70	\$658,80
All-American electric sterilizer, 25X	4 ea	\$244,31	\$977,24
Gomco aspirator/suction unit 402	2 ea	\$514,35	\$1028,70
Tycos sphygmomanometer adult 5098-2	6 ea	\$106,08	\$636,48
Sterilization indicator strips 264103	10 bx	\$12,50	\$125,00
Sterilization indicator strips 264101	10 bx	\$11,75	\$117,50
Martin medical cast cutter 4183-106	1 ea	\$220,50	\$220,50
Set Wolff lead marker set for X-ray, 50106	1 ea	\$83,20	\$83,20
Boekel general laboratory incubator, 131400	1 ea	\$294,25	\$294,25
Padgett electro dermatome, Model B, 3539-250	1 ea	\$1597,05	\$1597,05

Page 2 cont of Grant-in-aid to the Friends of the Americas

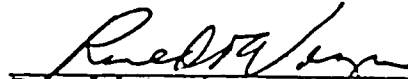
Sterile blades 3539-252	3 bx		\$112.95
Prestone arm, leg, hip, whirl- pool, PC-3610	1 ea	\$3537.50	\$3537.50
Gomco gastric thermotic drainage pump, 6000	1 ea	\$488.95	\$488.95
Gomco thoracic drainage pump, 6050	1 ea	\$740.80	\$740.80
Porta Ray portable X-Ray system, 9170-1170	1 ea	\$9261.00	\$9261.00
Compact X-Ray film processor AFP	1 ea	\$4277.70	\$4277.70
Concentrated developer, 24204	1 cs	\$65.70	\$65.70
Concentrated fixer, 217-24	1 cs	\$30.15	\$30.15
Wolff deluxe cassette, 11118-10517	1 ea	\$100.80	\$100.80
Wolff deluxe cassette, 11119-10519	1 ea	\$129.80	\$129.80
Wolff deluxe cassette, 11120-10519	1 ea	\$157.50	\$157.50
Wolff deluxe cassette, 11121-10520	1 ea	\$202.90	\$202.90
Wolff apron featherweight, 13407	1 ea	\$51.70	\$51.70
Wolff protective gloves, 12420	1 pr	\$93.25	\$93.25
Wolff illuminator MG-7, 21104	1 ea	\$94.50	\$94.50
Single channel electro card- iograph, MSC-6111-D	1 ea	\$1467.90	\$1467.90
Boxes x 3 rolls ECG chart paper for MSC6111/181-111-051M	3 bx	\$5.75	\$17.25
Chattanooga mdl SS2 hydrocollator, 2302	1 ea	\$973.50	\$973.50
Tycos double head stethoscope, 5079-02	6 ea	\$41.73	\$250.38
Tycos single head stethoscope, 5079-01	6 ea	\$28.65	\$171.90
Mada aluminum oxygen cylinder, 1503	4 ea	\$106.80	\$427.20
Mini regulator for cylinders, 1443	4 ea	\$59.15	\$236.60
Napco autoclave/sterilizer, 8000-DSE	2 ea	\$2256.40	\$4512.80
Ohio unitrol anesthesia machine, 31EFH	1 ea	\$10500.00	\$10500.00
Strate-Line autoclave indicator tape, 268006	6 ea	\$117.86	\$1067.16
Kohler Generator 30R0Z261 relay controller w/meters battery, battery rack and cables, block heater, and industrial silencer	1 ea	\$6825.00	\$6825.00

Page 3 cont of Grant-in-aid to the Friends of the Americas.

48.	Spare parts for Kohler generator	1 lot	\$563.23	\$563.23
49.	Sharp facsimile machine, FO-300	1 ea	\$1493.00	\$1495.00
50.	Paper for FAX machine	1 bx	\$44.00	\$44.00
51.	Portable dental unit with accessories, AUD-10	1 ea	\$6958.00	\$6958.00
52.	Radios, Kenwood, TS440S	2 ea	\$1349.95	\$2699.90
53.	Dipole antennaes	2 ea	\$184.50	\$369.00
54.	2 x 100 ft. of 9913 connectors soldered	2 ea	\$105.00	\$210.00
55.	Power supplies	2 ea	\$229.95	\$459.90


Accepted by:



 Julius C. Dyer
 Director, Friends of the Americas



 Ronald F. Venezia, Director TFHA/H

Date: 2 May 90

Date: 2 May 90


 TFHA/H Accountable & Property Management Officer
 Richard M. Thacher


 Stephen H. Smith, TFHA/H Program Officer


 Keith Romwall, TFHA/H Controller

NOTE: The supplies and equipment listed on this grant-in-aid document are procured with program funds by either the Dooley Foundation or IMC, both of which organizations have relinquished custodial control, responsibility and accountability for the same to the Friends of the Americas. The property officer is unable to determine the acquisition cost for those items 1-7. The costs shown for the remaining items reflect the acquisition cost and not the depreciated and/or true worth of the supplies and equipment listed hereon.

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

April 26, 1989

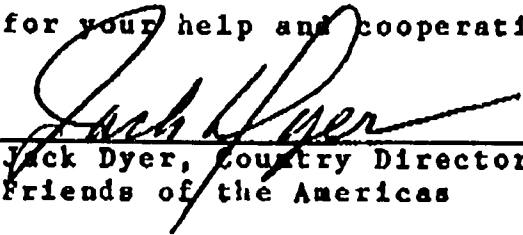
Mr. Jack Dyer
Country Director
Friends of the Americas
Honduras


Thank you for your letter of 3 March regarding the transfer of the Toyota Station Wagon Serial No JT3FG62J1J0086588. We concur in the actions that you proposed and wish to have your written agreement on the following points:

1. As of March 6, 1989, the date that the Honduran Government issued PERMISO PROVISIONAL No 14581 to the Friends of the Americas, the U.S. Government and the Dooley Foundations are absolved from any and all responsibilities concerning and/or involving the above cited vehicle.
2. The vehicle is to be administered by the National Director of the Friends of the Americas or his designee and used exclusively for Medical Activities in the Mosquitia under the Humanitarian Assistance Program.
3. Upon termination of the U.S. Government Humanitarian Assistance Program in the Mosquitia, title and ownership are to be given to the United States Government, at the later's expense. At that time the final disposition of the vehicle will be determined.

We will appreciate your indicating your concurrence to the above by signing in the space indicated below and returning this letter to us. Enclosed is a copy for your records.

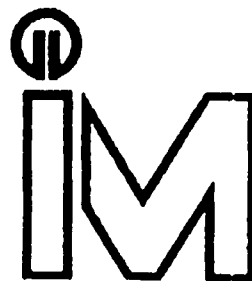
Thanks for your help and cooperation in this matter.

Concur: 
Jack Dyer, Country Director
Friends of the Americas

Sincerely,

F. Brett Miller
EXO TFHA/H

Clearance: Mike Williams

Tegucigalpa, Honduras
31 de Octubre de 1988



Dooley Foundation
INTERMED-USA, Inc.
420 Lexington Ave.
Room 2428
New York, N.Y. 10170
212 687-3620

Cable: USINTERMED

Considerando que en la fecha concluye el Cooperative Agreement firmado el día 13 de Junio de 1988 entre la Agency for International Development (AID) y la Dooley Foundation-Intermed, por acuerdo entre ambas partes se establece que a partir del día 1 de Noviembre de 1988 Dooley-Intermed transfiere a la Task Force for Humanitarian Assistance, Honduras (TFHA/H) los vehiculos que se detallan a continuacion:

a) Un vehiculo marca Toyota, modelo Land Cruiser, tipo Station Wagon, ano 1988; numero de serie JT3FJ62G1J0086588; numero de motor 3FE-0179514; de seis cilindros; cuatro puertas; color blanco; origen USA. Permiso Provisional emitido por la Direccion Nacional de Transito de Honduras numero 10405 (dia de emision 13 de Septiembre de 1988).

b) Un vehiculo marca Toyota, modelo 4 Runner, tipo Pick Up, ano 1988; numero de serie JT3VN66W5J0014567; numero de motor 3VZ-0021728; de seis cilindros; dos puertas, color blanco; origen USA. Permiso Provisional emitido por la Direccion Nacional de Transito de Honduras numero 10403 (dia de emision 13 de Septiembre de 1988).

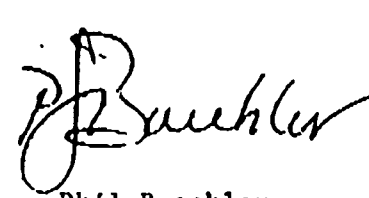
c) Un vehiculo marca Toyota, tipo Microbus, ano 1988; numero de serie JT3YR36WXJ0007873; numero de motor 4YE-0180865; de cuatro cilindros; tres puertas; origen USA. Permiso Provisional emitido por la Direccion Nacional de Transito de Honduras numero 10404 (dia de emision 13 de Septiembre de 1988).

Queda entendido que a partir de la fecha indicada la Dooley Foundation-Intermed cede todos los derechos y obligaciones sobre los vehiculos arriba mencionados a la TFHA/H, la que asume plena responsabilidad por el uso y mantenimiento de los mismos.

Por Dooley Foundation-Intermed

Por TFHA/H


Maria E. Compte
Project Administrator, Honduras


Phil Buechler
Director, TFHA/H

Our 25th
Anniversary!

YATAMA HAS ALSO INDICATED THEY HAVE EQUIPMENT WHICH
WE DESIRE TO DONATE TO NEW REGIONAL GOVERNMENT IN
CENTRAL AMERICAN REGION. AGAIN, LIST IS IN PREPARATION AND WE
WILL SHARE ON RECEIPT.

NICARAGUAN HUMAN RIGHTS ASSOCIATION (ANPDH) HAS
INDICATED THEY HAVE A LIST OF EQUIPMENT THEY WISH TO SHIP
TO NICARAGUA FOR THEIR OFFICES THERE. WE INTEND TO
FACILITATE THIS TRANSFER.

ARRANGEMENTS ON HOW TO REACH AGREEMENT WITH
TRANSITION COMMISSION AND CLEAR EQUIPMENT INTO NICARAGUA
NEED TO BE DISCUSSED. TFHA/H DIRECTOR IS PREPARED TO
VISIT MANAGUA MID-MAY, IF APPROPRIATE, TO SIT DOWN WITH
AID/N AND TRANSITION COMMISSION TO WORK OUT DETAILS.
AT THAT TIME MAY ALSO BE APPROPRIATE TIME TO DISCUSS HANDICAPPED
SUE.

TFHA/H WOULD APPRECIATE ANY REACTIONS TO OUR OFFER TO
FACILITATE TRANSFER OF PROPERTY.

TEXT OF LETTER FOLLOWS:
OTE, EL 24 DE ABRIL DE 1990
DTE. DIMAS, COORDINADOR GENERAL
COMISION ESPECIAL COORDINADORA
EJERCITO DE LA RESISTENCIA NICARAGUENSE
TIMADO CMDTE. DIMAS:

ACUERDO A LOS TERMINOS DEL FINANCIAMIENTO Y A LA
POLITICA DE LOS ESTADOS UNIDOS, LA FUERZA DE TAREA PARA LA
AYUDA HUMANITARIA (TFHA), DE LA AGENCIA PARA EL DESARROLLO
INTERNACIONAL, TERMINARA SU ENTREGA DE BIENES Y SERVICIOS
AL EJERCITO DE LA RESISTENCIA NICARAGUENSE (ERN) EL 30 DE ABRIL DE 1990.
ESTA CARTA ES PARA SOLICITAR A LA COMISION ESPECIAL
COORDINADORA QUE EJERZA SUMO CUIDADO PARA ASEGURAR DE QUE
EL BIEN MOBILIARIO Y EQUIPO QUE HA SIDO SUMINISTRADO AL ERN
DURANTE ESTE PROGRAMA, SEA UTILIZADO UNICAMENTE CON EL
OBJETIVO DE REINTEGRAR EL ERN A NICARAGUA. ESTO INCLUIRA,
BEN SUPUESTO, TOMAR LAS MEDIDAS NECESARIAS PARA EVITAR QUE
DICHOS BIENES SEAN VENDIDOS O USADOS PARA OBTENER GANANCIA
PERSONAL.

EN ESTO EN MENTE, QUIERO INFORMARLE QUE ESTAMOS LISTOS
PARA DISCUTIR CON UD. Y CON LA COMISION DE TRANSICION UNO/
DOS EN NICARAGUA TODO LO RELACIONADO CON EL EMPAQUE,
ALMACENAMIENTO Y TRANSPORTE A NICARAGUA DE TODOS AQUELLOS
BIENES DE LA ERN QUE PUEDEN SER UTILIZADOS PARA LA
REINTEGRACION. ESTO PUEDE INCLUIR, POR EJEMPLO, EQUIPO
MEDICO QUE SE UTILIZARA PARA EQUIPAR HOSPITALES EN
NICARAGUA, SELECCIONADOS POR LA COMISION DE TRANSICION.

E RUEGO NOS INDIQUE, LO MRS PRONTO POSIBLE, QUE EQUIPO Y
OBILIARIO DESLA QUE SE CONSIDERE PARA ESTE PROPOSITO.
UIERO APROVECHAR LA OPORTUNIDAD PARA EXPRESAR, EN NOMBRE
E TODOS LOS MIEMBROS DE TFHA, NUESTRO APRECIO A LA
ESISTENCIA POR LA COLABORACION QUE SIEMPRE RECIBIMOS
URANTE ESTOS DOS ANOS DE NUESTRO PROGRAMA. AL REGRESAR
ODCS A NUESTRAS CASAS, USTEDES Y NOSOTROS, NOS LLEVAMOS
A SATISFACCION DE QUE CADA UNO, A SU MANERA, COOPERO PARA
BTENER PAZ, DEMOCRACIA Y RECONCILIACION EN NICARAGUA.
TENTAMENTE, RONALD F. VENEZIA, DIRECTOR, END QUOTE.

RCOS

BT
#7916

JNNN

2/2

UNCLASSIFIED

TEGUCIGALPA 007916/02

- 362

M E M O R A N D U M

TO: Ron Venezia, Director, TFHA/H

FROM: Brad Brooks, Creative Associates International

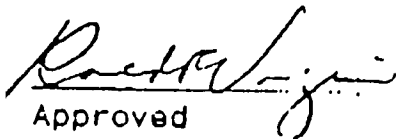
RE: Contract No. PDC-9001-C-00-9016-00
Disposition of all remaining property

DATE: April 24, 1990


As per discussion, disposition of property bought with TFHA project funds will be divided into three categories:

1. Equipment needed by CAII to run the ACNUR program in Yamales, including some equipment for the Tegucigalpa office, to be transferred over to ACNUR.
2. Equipment, supplies and training material to be turned over to Gamundi for warehousing and eventual transportation to Nicaragua.
3. Equipment and training materials that will be used in the TFHA contract extension at the Recuperation center in Costa Rica.

What follows is a complete breakdown of items and their end-locations. Should you approve of these categories and disposition, please sign below. As always, thank you for your assistance.


Approved
Ron Venezia
Director, TFHA/H

4/25/90

Cleared: Steve Smith 
4/25/90

ORIGIN: TFHA-2 INFO AMB ECM SLO/5

ANNEX F - PAGE 2

VZCZCTGI *
 OO RUEHSJ RUEHC
 RUEHTG #8165 122 **
 R UUUUU ZZH
 O 221940Z MAY 90
 FM AMEMBASSY TEGUCIGALPA
 TO RUEHSJ / AMEMBASSY SAN JOSE IMMEDIATE 6795
 INFO RUEHC / SECSTATE WASHDC 1363
 BT
 UNCLAS TEGUCIGALPA 08165

CLASS: UNCLASSIFIED
 CHRG: AID 05/01/90
 APPRV: TFHA:RFVENEZIA
 DRFTD: TFHA:SSMITH:WS
 CLEAR: NONE
 DISTR: TFHA
 ORGIN: WNG ID: 00803 WA

AIDAC FOR TFHA/CR PAT IRISH

DEPT PASS TO TFHA/W TED MORSE

E.O. 12356: N/A

SUBJECT: SHIPMENT OF CREATIVE ASSOCIATES PROPERTY TO
 COSTA RICA

1. CREATIVE ASSOCIATES HAS PROPOSED THAT SOME OF THE PROPERTY PURCHASED UNDER ITS NOW COMPLETED CONTRACT WITH TFHA/H BE TRANSPORTED TO COSTA RICA TO BE USED UNDER ITS CURRENT CONTRACT TO MANAGE THE RECUPERATION PROGRAM THERE. TFHA/H HAS APPROVED THIS REQUEST. THE PROPERTY HAS BEEN CONSOLIDATED AND IS IN THE HANDS OF CREATIVE ASSOCIATES IN TEGUCIGALPA.

PROPERTY TO BE SHIPPED TO COSTA RICA INCLUDES:

ITEM	QUANTITY
FOUR DRAWER FILE CABINET	3
PRINTER RIBBON FOR EPSON LQ2550	6
TYPEWRITER RIBBON	80
TANDY 1000 COMPUTER	3
FORMTOOL (COMPUTER PROGRAM)	1
EPSON PRINTER LQ2550	3
SEWING MACHINE	14
REMINGTON MANUAL TYPEWRITER	5
MBA INVENTORY SOFTWARE	1
SHOE REPAIR SEWING MACHINE	3
PC TOOLS (COMPUTER SOFTWARE)	1
COMPUTER KEYBOARD	3
TANDY 1000 COMPUTER MONITOR	3

3. CREATIVE ASSOCIATES WOULD LIKE TO SHIP THE PROPERTY TO SAN JOSE ASAP. TO AVOID TIME-CONSUMING CUSTOMS PROCEDURES, WE SUGGEST THE PROPERTY BE CONSIGNED TO USAID/COSTA RICA. WE AWAIT YOUR CONFIRMATION OF THIS ARRANGEMENT SO THAT CREATIVE ASSOCIATES MAY EXPEDITE THE SHIPMENT.

RCCS

#8165

UNCLASSIFIED

SANJOSE - 005469

ACTION: TFHA-2 INFO AMB DCM SLO/5

VZCZCTG0215
 RR RUEHTG
 DE RUEHSJ #5469 1241730
 ZNR UUUUU ZZH
 R 041730Z MAY 90
 FM AMEMBASSY SAN JOSE
 TO RUEHTG/AMEMBASSY TEGUCIGALPA 6664
 INFO RUEHC/SECSTATE WASHDC 8357
 BT
 UNCLAS SAN JOSE 05469

04-MAY-90 TOR: 17:31
 CN: 00156
 CHRG: AID
 DIST: TFHA
 ADD:

AIDAC

FOR TFHA/H, RON VENEZIA
 - IFHA/W, TED MORSE

E.O. 12356: N/A
 SUBJECT: SHIPMENT OF CREATIVE ASSOCIATES PROPERTY
 TO COSTA RICA

REF: TEGUCIGALPA 8165

CONSIGN PROPERTY LISTED IN REFTEL TO:

- HENRY W. REYNOLDS, CHIEF
- GENERAL DEVELOPMENT OFFICE
- USAID
- C/O U.S. EMBASSY
- COSTA RICA

STEWART

BT
 #5469

NNNN

DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
CV01000	ABRELATAS	5	0	0	5
EM09070	ACEITE DE TRANSMISION SAE 140	7	0	0	7
CV01010	ACEITERA DE VIDRIO	3	0	0	3
EE01020	ALAMBRE PARA PASAR CORRIENTE (YOMPER)	1	0	0	1
EM12280	ALCOHOL PARA MIMEOGRAFO (GLNS)	0	16	0	16
HP01040	ALICATES PARA CORTAR ALAMBRE	4	0	0	4
HG01050	ALMADANAS (MAZOS)	16	0	0	16
FD01060	ALMOHADAS	63	0	0	63
FV05150	ANGULO DE SOPORTE	66	0	0	66
TM01070	ANTEOJOS PARA FUMIGAR	6	0	0	6
EE12350	ARCHIVADOR DE PAPEL PARA FOTOCOPIADORA	0	2	0	2
EM01080	ARCHIVADORES DE 2 GAVETAS	4	2	0	6
EM01090	<i>Four drawer file cabinets</i> ARCHIVADORES DE 4 GAVETAS	2	8	3	13
EE07070	ARRANCADOR DE CANDELAS	5	0	0	5
HS01100	AZADONES	14	0	0	14
CV01110	AZAFATE DE VIDRIO	2	0	0	2
CV01120	AZUCARERA DE VIDRIO	4	0	0	4
CV01130	AZUCARERA PLASTICA	2	0	0	2
EH01140	BALANZA DE RELOJ	12	0	0	12
EM01160	BALDES PLASTICOS	7	0	0	7
EM12370	BANCO PARA MESA DE DIBUJO	0	1	0	1
HG01170	BARRA	6	0	0	6
HG01180	BARRA DE UNA	10	0	0	10
EM01190	BARRILES METALICOS PARA COMBUSTIBLE	25	0	0	25
ME01195	BASCULA DE PIE.C/ESTADIMETRO	6	0	0	6

DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
TE08040	BASCULA ROMANA	12	0	0	12
ME05080	BASCULA ROMANA 50 LBS	15	0	0	15
EM09010	BASE PARA CANDELA FLUORESCENTE	1	0	0	1
EM10030	BASE PARA FILTRO DE AGUA	1	0	0	1
EM01200	BASE PARA TAPE	6	0	0	6
FV01210	BASURERO PLASTICO	25	0	0	25
EM01220	BATERIA PARA CARRO	3	0	0	3
EE12400	BATERIAS DE 6 VOLTIOS GRANDES	5	0	0	5
CV01230	BATIDORA DE MANO	3	0	0	3
TM01240	BEBEDEROS PARA POLLOS	14	0	0	14
EM08060	BIDON PLASTICO DE 5 GLS	9	0	0	9
TE07050	BINDER DE 3 GANCHOS	0	35	0	35
TM01270	BOMBA DE MOCHILA PARA FUMIGAR	0	4	0	4
EH01300	BOMBA PARA SACAR COMBUSTIBLE	4	0	0	4
EM10030	BOMBILLO DE LAMPARA FJS	0	3	0	3
EM10010	BOMBILLOS PARA PROYECTOR DE DIAPOSITIVAS	0	2	0	2
EM12450	BORRADORES PARA MAGUINA DE ESCRIBIR ELECTRICA	0	20	0	20
CE01330	BOTES PARA AGUA	44	0	0	44
CV01340	BOTES PARA PALILLOS DE DIENTES	4	0	0	4
CV04030	BOTES PLASTICOS PARA MANTENER EL AGUA	2	0	0	2
FV01350	BOTIQUIN DE PRIMEROS AUXILIOS	2	0	0	2
EM05160	BROCHAS DE TODO TIPO	82	0	0	82
ME10050	BUDINERA METALICA CON TAPA	1	0	0	1
EM05120	CABOS DE TODO TIPO	26	0	0	26
EM01360	CADENA PARA MOTOSIERRA 051	9	0	0	9

1993

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
EM01370	CADENA PARA MOTOSIERRA 056	28	0	0	28
CV01380	CAFETERA DE ALUMINIO	3	0	0	3
EE01390	CALCULADORA DE ESCRITORIO DE BATERIAS	0	3	0	3
EE01395	CALCULADORA DE ESCRITORIO ELECTRICA	2	3	0	5
F001400	CAMA PLEGABLE	54	0	0	54
CE01410	CANASTA METALICA PARA VERDURA	5	0	0	5
ME10100	CARPETA PARA COMPUTACION	2	0	0	2
TM01430	CARRETAS DE MANO	3	0	0	3
TE01440	CASCOS PLASTICOS	15	0	0	15
TE07010	CASSETES SONY	30	0	0	30
F001460	CATRES	54	0	0	54
HP01480	CEPILLO DE VUELTA	3	0	0	3
EH01500	CHANCHAS	2	0	0	2
CE01510	CHIMBO DE GAS LPG	9	10	0	19
EH01520	CINCEL	3	0	0	3
EM01522	CINTA CORRECTORA PARA MAQUINA DE ESCRIBIR	4	27	0	31
EM01526	CINTA PARA IMPRESORA EPSON FX1050	0	36	0	36
EM01524	<i>Printer ribbons for</i> CINTA PARA IMPRESORA EPSON LQ2550	2	10	6	18
EM01528	CINTA PARA MAQUINA DE ESCRIBIR ELECTRICA	2	7	0	9
TE01530	<i>typewriter ribbons</i> CINTAS DE MAQUINAS DE ESCRIBIR	0	64	80	144
TE01550	CINTAS METRICAS DE 30 MTS	5	0	0	5
TE01560	CINTAS METRICAS DE 5 MTS	12	0	0	12
EH01570	COBAS	18	0	0	18
CV01580	COLADOR DE ALUMINIO	8	0	0	8
F001590	COLCHAS O COBIJAS	40	0	0	40

0/25

DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
CV01600	COMALES METALICOS	4	0	0	4
EE12340	COMPAGINADOR DE FOTOCOPIADORA	0	2	0	2
EEO1610	COMPUTADOR LAPTOP	0	4	0	4
✓ EEO1620	Tandy 1000 Computer COMPUTADOR TANDY 1000	6	4	3	13
EM01630	CUBETA METALICA	11	0	0	11
HP01640	CUCHARA DE ALBANIL	7	0	0	7
CV01650	CUCHARA DE COCINAR	16	0	0	16
CV01660	CUCHARA DE MADERA	14	0	0	14
CV01670	CUCHARA DE MEDIR	2	0	0	2
CV01680	CUCHARA PARA COCINAR DE PLASTICO	5	0	0	5
CV01690	CUCHARAS DE COMER	42	0	0	42
CV01700	CUCHARON DE FRESCO	5	0	0	5
CV01710	CUCHILLOS	14	0	0	14
CV01720	CUCHILLOS DE MESA	38	0	0	38
EM01730	DBASE III PLUS	0	8	0	8
HP01740	DESARMADORES PHILLIPS	1	0	0	1
HP01750	DESARMADORES PLANOS	5	0	0	5
EM01770	DICCIONARIO SOPENA GRANDE	4	0	0	4
EM01780	DICCIONARIOS PEQUEÑOS	1	0	0	1
EH05140	DUCHAS CROMADAS	10	0	0	10
CE04070	EMBUDO PLASTICO	7	0	0	7
EM06000	ENCHUFE TRIFASICO	12	0	0	12
EM08090	ENCHUFES DE 6 TOMAS	0	2	0	2
EM01790	ENCUADERNADORA	1	3	0	4
HE05180	ENGRASADORA (PISTOLA)	2	0	0	2

DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
CV01800	ENSALADERA DE PLASTICO	4	0	0	4
EE06040	EQUIPO DE SONIDO	0	2	0	2
EE01810	EQUIPO PARLANTE DE DOS BOCINAS	0	1	0	1
EM12240	ESCOBA METALICA	2	0	0	2
FP01815	ESCRITORIOS	10	15	0	25
HP01820	ESCUADRAS DE 45	1	0	0	1
HP01830	ESCUADRAS DE CARPINTERO	2	0	0	2
HP01840	ESCUADRAS METALICAS PEQUENA	13	0	0	13
CV03160	ESCURRIDOR DE LOZA	8	0	0	8
ME01855	ESFIGMOMANOMETRO ANEROIDE	2	0	0	2
ME01857	ESFIGMOMANOMETRO MERCURIAL	3	0	0	3
EH06020	ESMERIL DE ALAMBRE	1	0	0	1
CV01860	ESPATULA DE COCINAR	8	0	0	8
TE06080	ESPEJOS	4	0	0	4
ME05060	ESPEJOS VAGINALES	6	0	0	6
FD01870	ESPONJA DE DORMIR	43	0	0	43
CV01880	ESPRIMIDOR DE JUGO METALICO	3	0	0	3
EE01885	ESTABILIZADOR DE VOLTAJE	1	1	0	2
ME01887	ESTETOSCOPIO BIAURICULAR	6	0	0	6
ME05020	ESTETOSCOPIO DE PINARD	3	0	0	3
ME05050	ESTUCHE DE CIRUGIA MENOR	2	0	0	2
ME05040	ESTUCHE DE DIAGNOSTICO	2	0	0	2
CE01890	ESTUFA DE GAS LPG CON HORNO	2	2	0	4
CE01895	ESTUFA DE GAS LPG PEQUENA	0	3	0	3
CE01900	ESTUFA DE KEROSINA PORTATIL	4	0	0	4

DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE.	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
TE08030	EXPRIMIDOR DE JUGO PLASTICO	3	0	0	3
CV05090	EXPRIMIDOR PLASTICO	2	0	0	2
EE08000	EXTENSION ELECTRICA CON BOMBILLO	1	0	0	1
EM08020	EXTENSION ELECTRICA DE DOS TOMAS	3	0	0	3
EM09020	EXTENSION PARA PARLANTE DE DOS BOCINAS	0	2	0	2
EM01910	EXTENSIONES DE 3 TOMAS	5	6	0	11
EM01920	EXTINGUIDOR GRANDE	2	1	0	3
EM01930	EXTINGUIDOR PEQUEÑO	3	0	0	3
EM01940	FILTROS DE ACEITE PARA TOYOTA	8	0	0	8
EM12030	FIRST_CHOICE	0	1	0	1
EM01950	FLOTADORES (VALVULAS)	6	0	0	6
EE07000	FOCOS DE 60W	50	0	0	50
FP01970	FOCOS DE MANO (BARATOS)	7	0	0	7
FP01960	FOCOS DE MANO NEGROS	9	0	0	9
EM12070	FORMTOOL	0	1	1	2
EE02000	FOTOCOPIADORA	0	1	0	1
CV12410	FREIDERAS GRANDES	7	0	0	7
CV02010	FREIDERAS MEDIANAS	9	0	0	9
CV02020	FREIDERAS PEQUEÑAS	6	0	0	6
FD03150	FUNDAS PARA ALMOHADA	20	0	0	20
EE02034	GENERADOR ELECTRICO DE GASOLINA	0	5	0	5
EE02037	GENERADOR ELECTRICO DIESEL	4	0	0	4
EH07020	GRAPADORA T-50	2	0	0	2
EM02050	GRAPADORAS DE ESCRITORIO	11	0	0	11
EM07030	GRAPAS T-50 (CAJAS)	21	0	0	21

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DÉSTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA COSTA RICA	TOTAL	
EM02060	GUILLOTTINA	1	2	0	3
HG02070	HACHA DE MANO	2	0	0	2
HP02075	HERRAMIENTAS DE MECANICA (CAJA)	1	1	0	1
CE02085	HIELERA DE SALUD	14	0	0	14
CE02080	HIELERA GRANDE	2	0	0	2
CE02090	HIELERA PEQUENA	7	0	0	7
EM07080	HOJA PARA SEGUETA	16	0	0	16
HP02095	HOJAS PARA SIERRA CIRCULAR	0	4	0	4
EM05110	ICE-PACKS	28	0	0	28
EE02100	IMPRESORA EPSON FX1050	5	0	0	5
EE02110	IMPRESORA EPSON LQ2550	1	2	3	6
TM02120	JERINGAS METALICAS	0	9	0	9
ME10090	LAMPARA CHICOTE DE PEDESTAL	1	0	0	1
EH02130	LAMPARA COLEMAN	6	8	0	14
EE12310	LAMPARAS DE ESCRITORIO	0	5	0	5
EM10000	LAZOS DE MECANICA	7	0	0	7
EM12260	LETRINAS	10	0	0	10
TM05100	LETROGRAFOS 2"	3	0	0	3
HP02140	LIMA TRIANGULAR	10	0	0	10
HP02150	LIMAS PLANAS	46	0	0	46
EM06090	LLAMADORES PARA PUERTA	16	0	0	16
HP02160	LLAVES AJUSTABLES	3	0	0	3
EM06060	LLAVINES DE ESCRITORIO	2	0	0	2
EM02190	LCNA PARA PICKUP	1	0	0	1
HS02200	HACHETES	21	0	0	21

PAGE NO. 6
04/25/90DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
EM05130	MANGO DE TODO TIPO	3	0	0	3
EM02210	MANGUERA PARA JARDINERIA	1	0	0	1
EM02220	MANGUERA TRANSPARENTE	1	0	0	1
CE04080	MANTEL PLASTICO PARA MESA	1	0	0	1
CV04020	MANTEQUILLERA PLASTICA	5	0	0	5
EM02230	MANTOS PARA LAMPARAS COLEMAN	7	16	0	23
TE06050	MAQUINA PARA CORTAR CABELLO	8	0	0	8
TM02240	MAQUINAS DE COSTURAR	0	10	14	24
TM02250	MAQUINAS DE ESCRIBIR REMINGTON	4	8	5	17
TM02260	MAQUINAS DE ZAPATERIA	3	0	3	6
HP02270	MARCOS DE SEGUETA	2	0	0	2
HP02260	MARTILLOS DE ZAPATERIA	4	0	0	4
TM02290	MASCARILLAS	0	4	0	4
CV03170	MAZO PARA MACHACAR CARNE	2	0	0	2
EM12020	MBA-SOFTWARE DE INVENTARIOS	0	0	1	1
EH07040	MECHAS PARA REFRIGERADORA	6	6	0	12
FP02300	MESA METALICA	7	0	0	7
EM12380	MESA PARA CONFERENCIAS	0	1	0	1
EM12360	MESA PARA DIBUJO	0	1	0	1
EM05190	METRO DE MADERA DE CARPINTERIA	26	0	0	26
EM12270	MIMEOGRAFOS	0	2	0	2
EE02320	MODULAR LECTERN	0	4	0	4
CV02330	MOLDES PARA QUEQUES	12	0	0	12
CV02340	MOLINO PARA CARNE	3	0	0	3
EE02350	MONITOR DE COMPUTADOR TANDY 1000	6	4	3	13

PAGE NO. 9
04/25/90DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	-DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
FD12000	MOSQUITEROS	1	0	0	1
EE12250	MOTOR PARA MAQUINA DE COSER (MAL ESTADO)	1	0	0	1
EH02360	MOTOSIERRA 051	3	0	0	3
EH02370	MOTOSIERRA 056	3	0	0	3
HP02380	NIVEL DE CUADRO	13	0	0	13
HP02390	NIVEL DE CUERDA	12	0	0	12
EM02400	NUTSHELL PLUS	0	6	0	6
ME10040	OLLA DE PRESION CON MANOMETRO	1	0	0	1
CV02410	OLLAS DE ALUMINIO GRANDES	7	0	0	7
CV02420	OLLAS DE ALUMINIO MEDIANAS	17	0	0	17
CV02430	OLLAS DE ALUMINIO PEQUENAS	6	0	0	6
HS02440	PALAS	31	0	0	31
HS02445	PALAS DE JARDINERIA	2	0	0	2
CV03140	PALILLEROS DE VIDRIO	2	0	0	2
HS08070	PALINES	3	0	0	3
CV02450	PANA CON HOYITOS (TORTILLERA)	4	0	0	4
EM02460	PANA DE ALUMINIO	20	0	0	20
EM02470	PANA DE ALUMINIO MEDIANAS	1	0	0	1
CV02480	PANAS PLASTICAS DE VARIOS TAMAÑOS	20	0	0	20
EM12330	PAPEL PARA CALCULADORA (ROLLOS)	60	0	0	60
EM09080	PAPEL PARA IMPRESORA 8.5X11" (CAJA)	1	0	0	1
EM02490	PAPELERA METALICA DE ESCRITORIO	6	10	0	16
ME10080	PAPELERAS PLASTICAS	5	0	0	5
EM02500	PC TOOLS	0	2	1	3
EM09040	PEGAMENTO PARA PVC	1	0	0	1

S.V.

PAGE NO. 10
04/25/90DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
EM09050	PEGAMENTO RESISTOL DE 1/4 GLN	1	0	0	1
CV02520	PELAPAPAS	8	0	0	8
EM12430	PENDAFLEX (CAJAS)	0	7	0	7
CV03190	PERCOLADORA DE ALUMINO PEQUENA	2	2	0	4
CE02520	PERCOLADORA GRANDE	1	2	0	3
EM02530	PERFORADORA	13	0	0	13
EM02540	PERFORADORA GRANDE	8	16	0	24
EM02550	PERFORADORAS DE 1 HUECO	79	0	0	79
CV02560	PICHEL DE PLASTICO	13	0	0	13
EM09030	PINTURA BLANCA (GLNS)	3	0	0	3
EM09060	PINTURA DE VARIOS COLORES 1/4 GLN	3	0	0	3
CV03180	PINZA DE COCINA	3	0	0	3
ME05070	PINZAS DE ANILLO	3	0	0	3
ME10070	PINZAS DE TRANSLADO	1	0	0	1
HS02580	PIOCHAS	10	0	0	10
FP02585	PIZARRAS	8	0	0	8
CV02590	PLANCHA PARA COCINAR	3	0	0	3
CV02600	PLATO DE VIDRIO	111	0	0	111
CV02610	PLATO DE VIDRIO PEQUENO	53	0	0	53
EH02630	PLOMADAS	7	0	0	7
EM08050	FOOJUM (SISTEMA DE SONIDO)	0	1	0	1
CV04040	PORRON DE ALUMINIO	1	0	0	1
CE02640	PORTA BOTE DE AGUA	6	0	0	6
EM12300	PORTACLIPS PLASTICOS	3	0	0	3
EM06010	PORTALAMPARA	6	0	0	6

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DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
ME05000	PORTAPAPEL DE MADERA	3	0	0	3
HP02660	PRENSA TIPO "C"	2	0	0	2
EM12040	PROFESSIONAL FILE	0	1	0	1
EM12050	PROFESSIONAL PLAN	0	1	0	1
EM12060	PROFESSIONAL WRITE	0	1	0	1
TE07060	PROTECTOR DE HOJA	0	30	0	30
EE02670	PROYECTOR DE ACETATOS	0	2	0	2
EE02680	PROYECTOR DE CINE	0	4	0	4
EE02690	PROYECTOR DE SLIDES	0	3	0	3
CV02700	PUNZONES DE PICAR HIELO	9	0	0	9
CV02710	RALLADORES	4	0	0	4
HS02720	RASTRILLO	21	0	0	21
CE04050	RECOGEDOR DE BASURA PLASTICO	4	0	0	4
CE02730	REFRIGERADOR DE KEROSENE	4	2	0	6
CE02735	REFRIGERADOR ELECTRICO	1	0	0	1
TM02740	REGADERA METALICA	10	0	0	10
EE02750	REGULADOR DE PICOS	3	3	0	6
EM09000	REPUESTOS DE MAQUINAS DE ESCRIBIR	1	0	0	1
EM07090	REPUESTOS PARA MOTOSIERRA	1	0	0	1
EM06070	RESORTES PARA PUERTA	8	0	0	8
ME05030	RINON DE PLASTICO	2	0	0	2
TE05170	RODADERA DE COSTURA	8	0	0	8
CV04010	RODILLO DE REPOSTERIA	2	0	0	2
TM08010	ROTAFOLIO DE MADERA COLGANTE	3	0	0	3
EM02760	ROTAFOLIO PORTATIL	6	0	0	6

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04/25/90DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA COSTA RICA	TOTAL
EM02770	ROTULADORA	20	0	20
FD02780	SABANAS	59	0	59
EM02790	SACAGRAPAS	31	0	31
EM02800	SACAPUNTA DE MESA	4	0	4
CV03130	SALEROS PIMIENTEROS DE VIDRIO	8	0	8
EM12390	SELLOS DE CREATIVE	4	0	4
HP02820	SERRUCHOS	13	0	13
EE02830	SIERRA CIRCULAR	0	1	1
EM02840	SILENCIADOR PARA GENERADOR.	1	0	1
FP02853	SILLAS EJECUTIVAS	4	0	4
FP02856	SILLAS METALICAS FIJAS	5	0	5
FP02860	SILLAS PLEGABLES METALICAS	15	0	15
FP02865	SILLAS SECRETARIALES	4	0	4
FD02870	SLEEPING BAGS	49	0	49
EM12290	STENCIL (CAJAS)	0	6	6
EM12010	SUPERCALC 4	0	1	1
EM02875	SWITCH PLASTICO	14	0	14
EM02880	TABLA CON CUCHILLA	3	0	3
CV02890	TABLA PARA PICAR CARNE	1	0	1
EM02900	TABLEROS	22	0	22
EM02910	TAMBOS DE 5 GLS	25	0	25
EM02920	TAMBOS PLATICOS DE 20 GLS	2	0	2
CV02930	TAZA MEDIDORA	1	0	1
CV02950	TAZAS DE CERAMICA	59	0	59
CV02960	TAZAS PLASTICAS	7	0	7

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DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA COSTA RICA	TOTAL	
EE02965	TECLADOS PARA COMPUTADORA	6	4	3	13
EE02970	TELEVISOR	2	2	0	4
HP02990	TENAZA DE CORTAR ALAMBRE	3	0	0	3
HP03000	TENAZA DE PUNTA	34	0	0	34
CV03010	TENEDORES	34	0	0	34
CV03020	TERMO PARA CAFE	6	0	0	6
CV03120	TERMO PARA COMIDA	10	0	0	10
ME05010	TERMOMETRO AMBIENTAL	2	0	0	2
EM12230	TIENDA DE CAMPANA	0	5	0	5
HP03040	TIJERA DE CORTAR LAMINA	6	0	0	6
HP03050	TIJERAS METALICAS	25	0	0	25
EM03060	TINAS DE PLASTICO GRANDE	6	0	0	6
EM03070	TCALLAS	10	0	0	10
EM03075	TOMACORRIENTES	2	0	0	2
EM03080	TORTILLERA DE MADERA	4	0	0	4
ME10060	TORUNDERAS METALICAS	2	0	0	2
HS08080	TRINCHE DE AGRICULTURA	5	0	0	5
CV04060	TRINCHE DE COCINA	4	0	0	4
EE12320	UPS	1	1	0	2
CV03100	VASOS DE PLASTICO	6	0	0	6
CV03110	VASOS DE VIDRIO	37	0	0	41
EE12220	VENTILADOR ELECTRICO DE PISO	4	0	0	4
EE03120	VHS	2	2	0	4
EM03130	VIDRIOS PARA LAMPARA COLEMAN	2	2	0	4
EM03140	VIDRIOS PARA REFRIGERADORA	1	1	0	2

PAGE NO. 14
04/25/90DESTINO DEL MATERIAL DE INVENTARIO
ACTUALIZADO 04/90

CODE	DESCRIPTION	FOR UNHCR	MANAGUA	COSTA RICA	TOTAL
CV03150	VINAGRERA DE VIDRIO	2	0	0	2

0.45	0.60	0.55
0.90	1.20	1.15
0.50	0.70	0.65
0.25	0.45	0.40
1.96	2.40	2.30
0.93	1.20	1.10
0.42	0.60	0.55

- Experiencia 2-3 años
 - Poseer vehículo propio (no indispensable)
 - Disponibilidad de viajar
 - Buenas relaciones humanas y públicas
 - Sexo masculino
- Sede: La Ceiba
- INTERESADOS REMITIR CURRÍCULUM VITAE Y FOTOGRAFÍA ACTUALIZADA A: JEFE DE PERSONAL, APARTADO PUSTAL 39671, TEGUCIGALPA D.C.
- (Si usted no reúne todos estos requisitos favor no enviar nada)

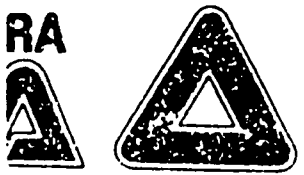
AVISO DE HERENCIA

La Intendencia Secretaría del Juicio Secundo de Letras del Departamento de América al público en general y para los efectos de los HAZI SABER que este Juicio con fecha veintidós de junio de mil novecientos ochenta y nueve interpuso demanda por herencia en beneficio del Sr. MARCELO BARRAL GAMIZ de todos los bienes, derechos y acciones que a la defunción de su padre HILESHONO BARRAL GAMIZ y de la concada la posesión efectiva de la misma, sin perjuicio de otros herederos de igual o mayor derecho.

En Esperanza Intercedió 18 de abril de 1990
M. MARCELO BARRAL GAMIZ
Secretaría Por Ley

ACION DE PRECIOS:

ente estos precios al momento
con cuña ò a un precio mayor
omo consumidor.



**AVISO AL PUBLICO.
FINALIZA PROGRAMA HUMANITARIO
PARA RESISTENCIA NICARAGÜENSE**

LA Fuerza de Tarea para Asistencia humanitaria de la Agencia para el Desarrollo Internacional (AID), notifica al público que ha finalizado su programa destinado a proveer asistencia humanitaria a la Resistencia Nicaragüense. Al respecto notificamos públicamente que ninguna persona ha sido autorizada para realizar adquisiciones futuras en nombre de esta Fuerza de Tarea y que se declara que no se tiene ninguna responsabilidad por cualquier deuda pasada, presente o futura de ninguna persona o grupos de personas que no estén debidamente autorizadas.

¿ Que este Juicio
bienes derechos y
de sin perjuicio de

los gastos corrientes públicos sin dañar al elemento humano conduciéndolos al desempleo y la desocupación?

Lo ideal en un pueblo empobrecido es incrementar su capacidad adquisitiva, pues ella estimula la demanda de bienes de consumo y conduce a un incentivo para la producción en mayor escala, a su vez, generando más ingresos al Fisco, amén del plusproducto para la exportación.

En el papel, las cosas se presentan de un modo más simple como en realidad lo son.

Los técnicos deben superar ese nivel, precisamente descendiendo hasta el

económica;
ende sólo en
en el pago
a despido de
existen otros
stancialmente

nivel de comprensión popular. Entonces y sólo entonces podremos entender hacia dónde vamos.

Cualquier política que el Estado determine realizar necesita del apoyo de las grandes masas.

De lo contrario, no sólo pierden popularidad sus máximos dignatarios,

sino que la Nación pierde su visión sobre el futuro. No sabe la naturaleza del sacrificio ha realizarse, ignora los frutos de sus aportaciones y, lo que es peor, pierde confianza en sí mismo.

Al final, el pueblo es quien realizará los cambios necesarios a fin de asegurarse una vida mejor.

El Heraldito
May 4, '90
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**CASA COMERCIAL MATHEWS, S.A. de C.V.
(CEMCO)**

Convoca a sus accionistas a la Asamblea General Extraordinaria que se celebrará en sus oficinas principales situadas en Calpules, San Pedro Sula, a las 9:00 a.m. del día lunes 21 de mayo de 1990.

ORDEN DEL DIA

Aumento del capital social y reformas a la Escritura Constitutiva.

En caso de no reunirse el quórum requerido a la hora y fecha señalada, dicha Asamblea se celebrará a la misma hora y en el mismo lugar, el día martes 22 de mayo de 1990, con los accionistas que concurran. San Pedro Sula, 28 de abril de 1990.

**SECRETARIA DEL CONSEJO
DE ADMINISTRACION**

AVISO AL PUBLICO

**Finaliza Programa Humanitario
para Resistencia Nicaragüense**

La Fuerza de Tarea para Asistencia Humanitaria de la Agencia para el Desarrollo Internacional (AID), notifica al público que ha finalizado el Programa destinado a proveer asistencia humanitaria a la resistencia nicaragüense.

Al respecto notificamos públicamente que ninguna persona ha sido autorizada para realizar adquisiciones futuras en nombre de esta Fuerza de Tarea y que se declara que no se tiene ninguna responsabilidad por cualquier deuda pasada, presente o futura de ninguna persona o grupos de personas que no estén debidamente autorizadas.

quedaran automáticamente descamadas.
Los sobres que contengan las ofertas u recibirán en el Banco hasta la hora y día 10 de mayo de 1990, a las 10:00 a.m. hora Manuel Gálvez, ante el Comité de Compradores participantes y un representante Administrativa.

RIGOBERTO
Gere
BANCO CENTRAL

Hielo



Polarcito

**NUEVO
OSC**

Venga y d
de helado



F
Helado
Helado
Helado
Helado
Helado

De venta en
mercados y
distribuyen C
todas nuestra

La Prensa
May 4, '90
p. 18

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La especial ocasión fue aprovechada por sus hijos, Jaime, Paula Melissa y Michelle al igual que sus demás familiares y amistades para desearle que sean tan felices como hasta ahora.

INVITACION A MISA

Su esposa, hijos, nietos y demás familiares, invitan a sus amistades y a quienes lo fueron de su inolvidable ser querido

MARIANO ALBERTI GARCIA
(O.D.D.G.)

a la misa de requiem que por recordarse la fecha en que estaría cumpliendo años se oficiará hoy en la iglesia San Antonio de la ciudad puerto de Tela, Atlántida a las 6:30 de la tarde. Su asistencia a este acto piadoso será eternamente agradecida.

P.M. MARIA GLADIS VASQUEZ CAÑAS

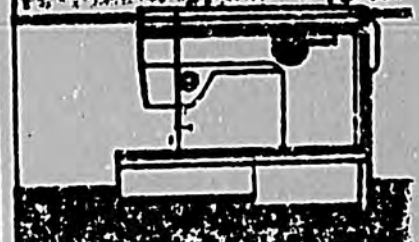
En días pasados se encontró recordando su fecha de natalicio la señorita Maria Gladis Vasquez Cañas, quien labora en el Departamento de Obras Civiles de la Empresa Nacional Portuaria en Puerto Cortes.

La cumpleaños fue agasajada en una reunión en compañía de familiares, amigos y compañeros deseándole que la felicidad la acompañe siempre.

AVISO AL PUBLICO FINALIZA PROGRAMA HUMANITARIO PARA RESISTENCIA NICARAGUENSE

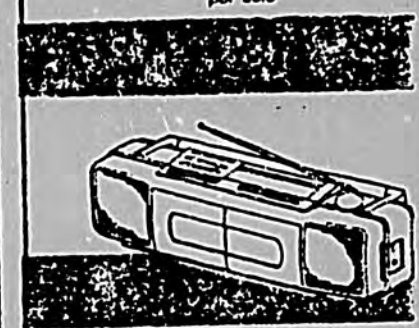
La Fuerza de Tarea para Asistencia Humanitaria de la Agencia para el Desarrollo Internacional (AID), notifica al público que ha finalizado su programa destinado a proveer asistencia humanitaria a la Resistencia Nicaragüense.

Al respecto notificamos públicamente que ninguna persona ha sido autorizada para realizar adquisiciones futuras en nombre de esta fuerza de tarea y que se declara que no se tiene ninguna responsabilidad por cualquier deuda pasada, presente o futura de ninguna persona o grupos de personas que no estén debidamente autorizadas.



Televisor 14", a color
DAYTRON,

por sólo



Estufa eléctrica
MAJESTIC

desde



Tels. 32-6023 y 31-5490

Col. Palma
Ave. República de Chile
No. 218, Tegucigalpa

La Tribuna
May 4, '90
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INVENTARIO GENERAL DEL DEPARTAMENTO DE FISCALIA MILITAR DE LA RESISTENCIA NICARAGUENSE

CANTIDAD	DESCRIPCION	ESTADO	OBSERVACIONES
1 1	ESCRITORIO SECRETARIAL CON SU SILLA	BUEN ESTADO	
2-3 1	ESCRITORIOS TIPO EJECUTIVOS	"	
2-3	ARCHIVADORES	"	
1-1	ARCHIVADOR	MAL ESTADO	HALO EL LLAVIN
1-	JUEGO DE MUEBLES CON SU MESITA	MAL ESTADO	
1-	LICUADORA	BUEN ESTADO	
1-	PLANCHA	" "	
1-	PERCOLADORA	" "	
2-3	SILLAS DE OFICINA COLOR CREMA	" "	
2-	ABANICOS GRANDES	" "	
2-3 1	SILLAS GIRATORIAS	" "	
1-1	TELEVISOR A COLOR MARCA HITACHI 28"	" "	
1-1	V H S	" "	
1-1	CORTA PAPEL	" "	
1-	TELEFONO COLOR ROJO DE DISCO	" "	
3-3	MAQUINAS MANUALES EN MAL ESTADO		
1-1	LAMPARA DE ESCRITORIO PEQUEÑA		
1-1	<p>NOTA: EN EL ESTADO DE MALO EL LLAVIN EN EL ESTADO DE MALO EL LLAVIN</p>		

[Handwritten signature]
 TEMA

Vo. Bo. *[Handwritten signature]*
 CMT. G. 270

86-

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ANNEX H - PAGE 1
UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

el 20 de abril de 1990

Sr. Carlos Guillen
Director, ERN Fiscalía
Tegucigalpa, D.C.

Estimado Sr. Guillen:

Necesitamos, por favor, que para el 25 de abril de 1990 proporcione al Task Force de Honduras un inventario completo del equipo financiado por el programa de Asistencia Humanitaria que fue usado bajo el Acuerdo del Adiestramiento de Derechos Humanos.

El acuerdo terminará al final del mes de abril de 1990 y nosotros requerimos que este equipo sea devuelto al Programa de Asistencia Humanitaria. Cuando el equipo sea recibido, nosotros tomaremos los pasos necesarios, para que la propiedad sea utilizada en apoyo del programa que será puesto en movimiento para reintegrar la Resistencia a la sociedad nicaragüense. También deseamos informarle que si es necesario transportar este equipo hasta Nicaragua, para alcanzar esta finalidad, nosotros veremos que este objetivo sea cumplido.

Sinceramente,

Ronald F. Venezia
Director, TFHA/H

ANNEX I - PAGE 1

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

el 18 de abril de 1990

Dr. Alfonso Sandino Camacho
Jefe, ANPDH - Honduras
Tegucigalpa, D.C.

Estimado Dr. Sandino:

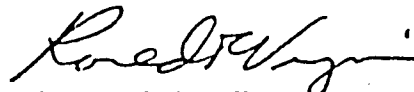
Esta carta es en respuesta a su carta del 30 de marzo de 1990, referente a equipo financiado por la donación de TFHA para el Proyecto de Entrenamiento en Derechos Humanos a las tropas de la Resistencia Nicaragüense.

Para donar a la ANPDH el equipo usado por ANPDH bajo el programa de la Ayuda Humanitaria, se deben completar los siguientes puntos:

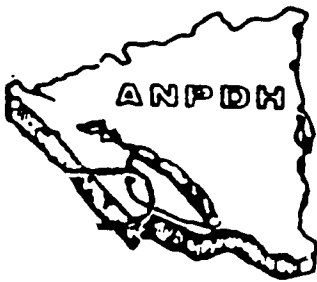
1. Se deben enviar a TFHA/H todos los recibos y comprobantes (vouchers) de todos los fondos usados en el programa.
2. Deben devolver a TFHA/H todos los fondos que no han sido usados de los adelantos hechos a ANPDH bajo el contrato.
3. Se debe enviar a TFHA/H un reporte final, aceptable a TFHA/H, que enumere los logros obtenidos bajo el programa y que incluya un informe de liquidación resumido de los fondos suministrados del programa.
4. Una auditoria y certificacion de Price Waterhouse de todo lo arriba mencionado.

Una vez que se lleve a cabo lo arriba mencionado, TFHA podría tomar los pasos formales para donar el equipo mencionado para uso de ANPDH en programas relacionados con la asistencia a antiguos miembros de la Resistencia Nicaragüense. Para facilitar el proceso, ANPDH debe enviar todos los vouchers, recibos y reportes a Price Waterhouse, para que sean revisados, a más tardar el 5 de mayo de 1990.

Sinceramente,



Ronald F. Venezia
Director, TFHA/H



ASOCIACION NICARAGUENSE PRO-DERECOS HUMANOS

Tegucigalpa, D. C. 27 de Abril de 1990

Sr. RONALD VENEZIA
Director, TFHA/B
Embajada Americana
Honduras.-

*Steve S
Discuss and
agree with Betty
Approved.
J.P. [Signature]*

Estimado Señor Venezia:

Con un atento saludo tengo el gusto de remitirle con la presente, una lista adjunta del material y equipo de trabajo de oficina y de campo, que deseamos sea trasladado a Managua de acuerdo a su gentil ofrecimiento.

El equipo deberá ir consignado a nombre de la Dra. Martha Patricia Balodano, Directora Ejecutiva de la A.N.P.D.H., cuya dirección en Managua es: Del Restaurante Terraza 3 c. al Occidente y 3 c. al Sur; Teléfono Número - 66-4729. el mismo ya se encuentra en nuestras oficinas listo a ser entregado conforme inventario a la Empresa encargada de su traslado.

Quedando a la espectativas de sus noticias, hago propicia la ocasión para agradecerle su valiosa colaboración y presentarle las muestras de mi aprecio y consideración más distinguidas.

Atentamente,

[Signature]
Dr. Alfonso Sandino C.
Jefe ANPDH Honduras



Se adjunta: Lista de materiales.

ASOCIACION NICARAGUENSE PRO-DERECHOS HUMANOS



MOBILIARIO Y EQUIPO.

Escritorio metálico	H-24-MB-B	Llavín	H 2009	Contador
Escritorio metálico	H-15-MB	"	H 2405	Secretarial
Escritorio metálico	H-24-MB	"	H 2346	Contador
Escritorio metálico	H-31-MB	"	H 2005	Contador
Escritorio metálico	H-4-MB	"	H 2123	Ejecutivo
Escritorio de madera			Chenti	Ejecutivo

1 mesa metálica p/máquina de escribir (gris)

Televisor Hitachi, a colores, " 20", modelo CT 2081/000268 serie 0118021.

Video grabadora VHS, marca Hitachi, modelo VT 3000/0122004, serie 80968709

1 amplificador, modelo S- 912

1 micrófono SKY, modelo S- 912

2 Bocinas de 35 watts, modelo 402

1 generador Eléctrico, gasolina, marca HONDA, serie GX- 140-2332447, modelo EG 1800, color rojo, 1880 watts.

4 anaqueles de madera.

MATERIALES

- Seis paquetes y una caja de Declaración Universal de Derechos Humanos.
- 6 cajas de Informes Semestrales sobre Derechos Humanos en la Resistencia en inglés .
- 4 cajas de Informes de seis meses sobre Derechos Humanos en la Resistencia en Español.
- 4 cajas de Manual del Refugiado.
- 4 paquetes de diplomas.
- 1 caja de vasos y platos
- 1 caja de Archivo de 1987.

[Handwritten signature]

ORIGIN: TFHA-2-INFO AMB DCM-SLO/5

NZCZCTGI *
 OO RUEHMU RUEHC
 DE RUEHTG #9976 150 **
 NR UUUUU ZZH
 302305Z MAY 90
 FM AMEMBASSY TEGUCIGALPA
 TO RUEHMU / AMEMBASSY MANAGUA IMMEDIATE 1672
 INFO RUEHC / SECSTATE WASHDC IMMEDIATE 2200
 BT
 UNCLAS TEGUCIGALPA 09976

CLASS: UNCLASSIFIED
 CHRG: AID 05/29/90
 APPRV: TFHA:RFVENEZIA
 DRFTD: TFHA:RFVENEZIA:WS
 CLEAR: NONE
 DISTR: TFHA
 ORGIN: WNG ID: 00338 WA

AIDAC

MANAGUA FOR AL BARR

DEPT PASS TO TFHA/W TED MORSE

E.O. 12356: N/A

SUBJECT: SHIPMENT OF GOODS - CREATIVE ASSOCIATES AND
 - ANPDH

TRUCK CARRYING CREATIVE ASSOCIATES AND ANPDH EQUIPMENT
 LEFT TEGUCIGALPA FOR MANAGUA ON MAY 31. DRIVERS WILL
 NOTIFY AMEMBASSY (DALLAS OSTERGARD) AND ANPDH UPON
 ARRIVAL. GOODS CONSIGNED TO ANPDH WILL NEED TO HAVE
 THEM ARRANGE FOR APPROPRIATE CUSTOMS CLEARANCE.
 CREATIVE ASSOCIATES EQUIPMENT AND MATERIAL FOR USE BY
 USAID. COPIES OF PAPERS BEING FAXED.

ARCOS

BT
 #9976

NNNN

UNCLASSIFIED TEGUCIGALPA 09976

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D.C. 20520

AGREEMENT
FOR
HUMANITARIAN ASSISTANCE
AND
REPATRIATION SUPPORT
FOR THE
NICARAGUAN DEMOCRATIC RESISTANCE

Date: February 27, 1990

1. Pursuant to the authority contained in the Act to Implement the Bipartisan Accord on Central America of March 24, 1989, (Public Law 101-14) and the Delegation of Authority from the Administrator of the Agency for International Development to the Director of the Task Force on Humanitarian Assistance in Central America dated April 1, 1988, the Government of the United States of America, acting through the Agency for International Development, hereby agrees to grant to the Nicaraguan Democratic Resistance up to \$3,620,000 (Three Million, Six Hundred Twenty Thousand United States Dollars) to support voluntary reintegration of the Resistance and to provide them with humanitarian assistance.
2. Humanitarian assistance related to voluntary reintegration of Resistance members and their families into Nicaraguan society may include costs necessary to prepare for reintegration, transportation, and related costs necessary to travel to their new locations, and financial and/or in kind assistance, basic human needs (food, clothing, shelter materials, and medicines), and vocational startup costs (seeds, fertilizer, tools and working capital).
3. This assistance will be provided under procedures, arrangements, accountability standards, and directly or through intermediaries, developed and/or agreed to by the United States Government. Intermediaries may include international organizations involved in the Central American Peace process including the Sapoa Verification Commission and/or members of the International Commission for Support and Verification (CIASV) established pursuant to the Tela Agreement. To the extent subobligating documents under this Grant are utilized by A.I.D., the Grantee will be properly advised.
4. Grantee agrees to cooperate with the program, work with the United States and other parties to organize reintegration efforts including determination of conditions that in fact exist inside Nicaragua that would allow safe return of Resistance members and their families, and to help keep individual Resistance members fully informed of their efforts in this regard.

5. Each of the undersigned individuals represents that he is fully authorized to execute this agreement on behalf of his respective organization.

Francisco de Ruiz
Chief of Finance
Nicaraguan Democratic Resistance

Ted D. Morse
The Government of United
States of America
through the
Agency for International Development

Funds Available:

Linda Tarpeh-Doe,
TFHA/Controller

FISCAL DATA:


Letter Agreement No.:	<u>594-0005-G-00-0050-00</u>
Appropriation No.:	<u>72-119/01038</u>
Budget Plan Code:	<u>VRR99029594HG84</u>
Project No.:	<u>5940005.00</u>
Element Number:	<u>86</u>
Reservation Control Number:	<u>R986000</u>
Amount	<u>3,620,000.00</u>

Clearances: TFHA:RMeighan (draft) Date 2/27/90
 TFHA/H RVenezia RM Date 2/27/90
 ARA/CEN P Romero(draft) Date 2/27/90

TFHA:DSoules:dc:02/27/90: #2670B,pp. 1-3

MEMORANDUM

April 6, 1990

TO : The Files
FROM : TFHA/H Director - Ronald F. Venezia 
SUBJECT: Project Implementation Letters

Ref: Letter Agreement No. 594-0005-G-00-0050-00

By telephone, on April 6, 1990 Ted Morse, Director TFHA/W authorized me to sign PILs under referenced letter agreement under my delegation of authority as Director, TFHA/H.

cc: R. Meighan
T. Morse
L. Tarpen-Doe
K. Romwall
S. Smith

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
 AGENCY FOR INTERNATIONAL DEVELOPMENT
 WASHINGTON DC 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

Francisco Ruiz
 Chief of Finance
 Nicaraguan Democratic Resistance

Project Implementation Letter (PIL) No. 1

Date: April 6, 1990


In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H will use an amount not to exceed \$200,000 of the total grant for the goods and services herein specified.


TFHA/H will purchase and distribute a food reserve worth \$190,000 for ERN and Yatama troops and families for the month of May. TFHA/H will also spend up to \$2,000 for May warehousing costs and up to \$8,000 for lease termination costs. This allocation is illustrative. Dollar costs within the budget may be adjusted as TFHA/H deems necessary.

Sincerely,



Ronald F. Venezia
 Director, TFHA/H

Appropriation No.: 72-119/01038
 Budget Plan Code: VRR99029594HG04
 Res Con No.: RS87000
 Project No.: 5940005.00
 This Obligation: \$200,000
 Cumulative Obl.: \$200,000
 Approval: 

POSTED TO MACS	
RES CON	_____
OBLIGATION	<u>1</u>
INITIAL	<u>15 4/6/90</u>
APPROVED	

292

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
 AGENCY FOR INTERNATIONAL DEVELOPMENT
 WASHINGTON, D.C. 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

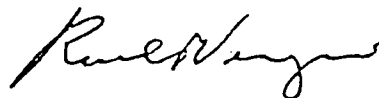
Francisco Ruiz
 Chief of Finance
 Nicaraguan Democratic Resistance

Project Implementation Letter (PIL) No. 2


Date: April 17, 1990

In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H will use an amount not to exceed \$525.00 for administrative costs associated with the payment of April Family Assistance Payments (FAP) in Costa Rica. These expenses involve the services of a controller and purchase of office supplies.

Sincerely,



Ronald F. Venezia
 Director, TFHA/H

Appropriation No.: 72-119/01038
 Budget Plan Code: VRR99029594HG84
 Res Con No. R988000
 Project No. 5940005.00
 This Obligation: \$525.00
 Cumulative Obl.: \$525.00
 Approval: 

POSTED TO MACS	
RES CON #	_____
OBLIGATED	<input type="checkbox"/>
INITIAL	CA 4/23/90
APPROVED	_____

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

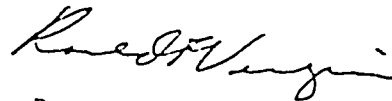
Francisco Ruiz
Chief of Finance
Nicaraguan Democratic Resistance

Project Implementation Letter (PIL) No. 3

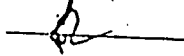
Date: April 6, 1990


In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H will use an amount not to exceed \$2,000,000 of the total grant for the United Nations High Commission for Refugees (UNHCR) for their start-up expenses related to fulfilling their obligations to the ERN as the implementing agency for humanitarian assistance under CIAV.

Sincerely,



Ronald F. Venezia
Director, TFHA/H

Appropriation No.: 72-119/01038
Budget Plan Code: VRR99029594HG84
Project No.: 594-0005.00
Res Con No.: R989000
This Obligation: \$2,000,000
Cumulative Obl: \$2,000,000
Approval: 

POSTED TO MACS	
RES CON	_____
OBLIGATION	<input checked="" type="checkbox"/>
INITIAL	RB 4/11/90
APPROVED	

313

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

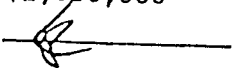
Tegucigalpa, Honduras

Francisco Ruiz
Chief of Finance
Nicaraguan Democratic Resistance

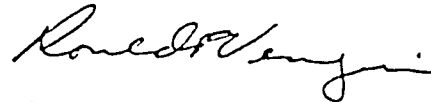
Project Implementation Letter (PIL) No. 4

Date: April 6, 1990


In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H will use an amount not to exceed \$1,000,000 for the Organization of American States (OAS) for their initial start-up expenses related to fulfilling their obligations to the ERN as the implementing agency for humanitarian assistance under CIAV.

Appropriation No.: 72-119/01038
Budget Plan Code: VRR99029594HG84
Project No.: 594-0005.00
Res Con No.: R990000
This Obligation: \$1,000,000
Cumulative Obl.: \$1,000,000
Approval: 

Sincerely,



Ronald F. Venezia
Director, TFHA/H

POSTED TO MACS	
RES CON	_____
OBLIGATION	_____
INITIAL	cg 4/6/90
APPROVED	

TASK FORCE FOR HUMANITARIAN ASSISTANCE
Tegucigalpa, Honduras

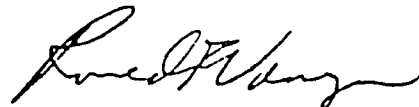
Francisco Ruiz
Chief of Finance
Nicaraguan Democratic Resistance

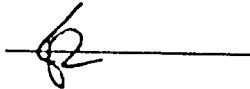
Project Implementation Letter (PIL) No. 6

Date: April 17, 1990

In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H will provide USAID/Honduras an amount not to exceed \$3,000.00 as a contribution to contract an individual responsible for managing USAID/Honduras' assistance to Rancho Grande for the period May 1, 1990 to July 31, 1990.

Sincerely,


Ronald F. Venezia
Director, TFHA/H

Appropriation No.: 72-119/01038
Budget Plan Code: VRR99029594HG84
Res Con No.: R992000
Project No.: 5940005.00
This Obligation: 3,000.00
Cumulative Obl.: 3,000.00
Approval: 

POSTED TO MACS	
RES CON #	_____
OBLIGATED	<input type="checkbox"/>
INITIAL	<u>CR</u> <u>4/23/90</u>
APPROVED	_____

258

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
 AGENCY FOR INTERNATIONAL DEVELOPMENT
 WASHINGTON, D.C. 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

Francisco Ruiz
 Chief of Finance
 Nicaraguan Democratic Resistance

Project Implementation Letter (PIL) No. 7

Date: May 14, 1990

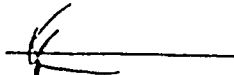
In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H will use an amount not to exceed \$16,475 of the total grant for the goods and services herein specified.

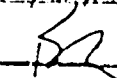
TFHA/H will contract the services of Frank Valva for two months, including travel, to prepare a plan for the repatriation of patients at the Rancho Grande facility.

Sincerely,



Ronald F. Venezia
 Director, TFHA/H

Appropriation No.: 72-119/01038
 Budget Plan Code: VRR99029594HG84
 Res Con NO.: R993000
 Project NO.: 5940005.00
 This Obligation: \$16,475
 Cumulative Obl.: \$16,475
 Approval: 

POSTED TO MACS	
RES CON	_____
OBIGATION	_____
INITIAL	CR 5/14/90
APPROVED	

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, D.C.

May 29, 1990

Francisco Ruiz
Chief of Finance
Nicaraguan Democratic Resistance

Re: Project Implementation Letter (PIL) No.8

Dear Mr. Ruiz:

In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H will use an amount not to exceed \$15,000 for the Institute for Repatriation for the rental of office/transient quarters and other related incidental expenses.

Sincerely,



Ronald F. Venezia
Director, TFHA/H

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE

Tegucigalpa, Honduras

Francisco Ruiz
Chief of Finance
Nicaraguan Democratic Resistance


Amendment to PIL No. 1 and PIL No. 7

Date: May 15, 1990

In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H is amending PIL No. 1 to reduce by \$7,145 the amount allocated from \$200,000 to a total of \$192,855.

In addition, PIL No. 7 is amended to increase by \$7,145 the amount allocated for the purposes therein from \$16,475 to \$23,620.

Sincerely,



Ronald F. Venezia
Director, TFHA/H

Project No.: 5940005.00
Appropriation No.: 72-119/01038
Budget Plan Code: VRR99029594HG84
Approval: CR

POSTED TO MACS	
RES CON #	_____
OBLIGATED	<input type="checkbox"/>
INITIAL	<u>CR 5/15/90</u>
APPROVED	<u>CR</u>

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE
Tegucigalpa, Honduras

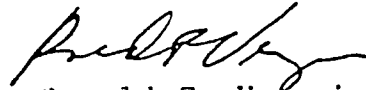
Francisco Ruiz
Chief of Finance
Nicaragua Democratic Resistance

Amendment 2 to PIL No. 1

Date: May 25, 1990

In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H is amending PIL No. 1, Amendment 2, dated May 17, 1990, to reduce the amount allocated by \$3,874.88 from \$192,855.00 to \$188,980.12.

Sincerely,



Ronald F. Venezia
Director, TFHA/H

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

TASK FORCE FOR HUMANITARIAN ASSISTANCE
Tegucigalpa, Honduras

Francisco Ruiz
Chief of Finance
Nicaragua Democratic Resistance

Amendment 2 to PIL No 7

Date: May 17, 1990

In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H is amending PIL No. 7, Amendment 1, dated May 15, 1990, to reduce the amount allocated by \$1,620 from \$23,620 to \$22,000.

Sincerely Yours, .

Spencer M. Silberstein
Spencer Silberstein
Acting Director/TFHA/H

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523TASK FORCE FOR HUMANITARIAN ASSISTANCE
Tegucigalpa, Honduras

Francisco Ruiz
Chief of Finance
Nicaragua Democratic Resistance

Amendment 1 to PIL No 4

Date: May 17, 1990

In accordance with Letter Agreement No. 594-0005-G-00-0050-00, signed February 22, 1990, in which the Government of the United States of America granted to the Nicaraguan Democratic Resistance up to \$3,620,000, this letter is to advise the ERN that TFHA/H is amending PIL No. 4, dated April 6, 1990, to increase by \$90,000 the amount allocated from \$1,000,000 to \$1,090,000.

Sincerely Yours,

Spencer M. Silberstein
Spencer Silberstein
Acting Director/TFHA/H

ANNEX K - PAGE 1

Steve Smith

FACSIMILE TRANSMISSION HEADER		
	NAME OFFICE SYMBOL	PHONE
FROM:	BOND	AUTOVON: COMM: 803 552 6084
TO:	B HERALD S. Smith	COMMENTS: Parachute Shipment Received at Charleston, 7 MAY.
CLASSIFICATION:	NR. PAGES:	
UNCLASSIFIED	1	

Note: 218 New parachutes
returned by Chanel flight
to D.O.D. *ll*

Embassy of the United States of America

CERTIFICACION

La Embajada de los Estados Unidos de Norteamerica en la República de Honduras certifica el valor de los siguientes artículos oficiales:

Equipo de Laboratorio -	US\$ 63,755.00
Provisión de Laboratorio	3,475.00
Equipo General para Hospital	312,472.00
Provisión General para Hospital	264,129.00
Equipo para Cuarto de Operaciones	73,450.00
Provisión para Cuarto de Operaiones	37,142.00
Equipo Dental	182,329.00
Provisión Dental	37,291.00
Equipo para Rayos X	35,000.00
Provisión para Rayos X	12,420.00
Equipo para Rehabilitación	12,862.00
Provisión para Rehabilitación	9,724.00
Equipo Ortopedico	57,325.00
Provisión para Ortopedia	15,921.00
Equipo Oftalmológico	347,500.00
Provisión para Oftalmología	76,425.00

Se extiende la presente certificación el día jueves 31 de mayo de 1990 en Tegucigalpa, D.C. Honduras.

Robert D. Austin
Admin. Affairs Counselor



YATAMA



MOVIMIENTO INDIGENA DE LA COSTA ATLANTICA DE NICARAGUA

Tegucigalpa.D.C. 4 de Mayo de 1990

Señor
RONALD F. VENEZIA
Embajada Americana
Su Despacho

Estimado Sr. Venezia:

Por este medio me dirijo a usted solicitando transporte para el traslado de materiales y vehículos de nuestra Organización de la Moskitia hacia Pto Cabezas, Nicaragua.

Nosotros tenemos el interés de llevar estas cosas hacia nuestro país con fines humanitarios, para poder ayudar a los desmovilizados y sus familiares ya que conseguimos el permiso del Nuevo Gobierno para poder introducir al país estas cosas.

Solicitamos su cooperación ya que nosotros no tenemos recursos para el traslado de dichos materiales por tal razón solicitamos su ayuda.

Los materiales se tiene previsto trasladarlos por vía marítima Pto Lempira-Pto Cabezas, porque es la manera más fácil de trasladarlos.

Adjunto lista de materiales que serán trasladados.

Esperamos su respuesta, me despido con un cordial saludo.

Atentamente,


OSORNO COLEMAN CMTE-BLAS

YAPTI TASBA MASRAKA ASLA TAKANKA

Handwritten: 34/4/7

- 407

MATERIALES DE OFICINA

- 1.- Estufa eléctrica en el Hospital
- 1.- Estufa eléctrica en Tegucigalpa
- 1.- Refrigeradora en Tegucigalpa
- 1.- Archivador en Tegucigalpa
- 1.- Escritorio en Tegucigalpa
- 1.- Cama en Tegucigalpa
- 4.- Escritorios en la base central
- 5.- Archivadores en la Base Central
- 2.- Radio Emisoras
- 2.- Escritorios en Miskut.

TOTAL DE MATERIALES

- 2.- Estufas Eléctricas
- 1.- Refrigeradora
- 7.- Escritorios
- 6.- Archivadores
- 7.- Planta Eléctrica
- 7.- Vehículos: 2 camiones, 1 Unimoc, 2 camionetas.
- 3.- Motocicletas
- 2.- Radios Emisoras
- 1.- Cama
- 2.- Colchonetas
- 1.- Planta ó Bomba de Agua
- 1.- Televisor
- 1.- Máquina de Escribir Eléctrica

NOTA:

No se incluye materiales de la Fiscalía.

MINISTERIO DE GOBERNACION
Despacho del Ministro

Managua, 3 de Mayo de 1990.-

Coronel Heberth Munguía,
República de Honduras
Su Despacho.

Coronel Munguía:

El objeto de la presente es solicitar a usted, le sean concedidos los permisos correspondientes a la Organización YATAMA, representada por el Señor Osorno Coleman, a fin de que puedan trasladar sus equipos, especialmente los vehículos y planta transmisora de radio a nuestro país.

El nuevo Gobierno vería con agrado toda la colaboración que usted pueda prestarles, pues esto significa una contribución al proceso de desmilitarización y repatriación de dicha Organización, en cumplimiento a los Acuerdos de TELA suscritos por los Presidentes Centroamericanos.

Agradeciéndole de antemano la atención dispensada, aprovecho la ocasión para saludarle,

Atentamente


CARLOS HURTADO CABRERA
Ministro



cc: Archivo

489



FUERZAS ARMADAS DE HONDURAS
ESTADO MAYOR CONJUNTO

Comayagüela, F.M.,
11 de Mayo, 1990

EXPEDIENTE # 217

ASUNTO : INFORME

A L : SEÑOR COMANDANTE
 Sto. BATALLON DE INFANTERIA
 TTE. CNEL. DE INFANTERIA, D.E.M.
 DON JOSE MARTINEZ AMADOR
SU OFICINA

1. Con instrucciones del Señor Comandante en Jefe, me dirijo a Usted, para informarle que la Organización YATAMA representada por el Señor OSORNO, COLEMAN, está autorizado para que pueda trasladar a NICARAGUA, sus equipos, especialmente los vehículos y planta transmisora de radio; previa coordinación con las Autoridades Aduaneras y Migración.
2. Hay que darles todas las facilidades del caso.
3. Sin otro particular, me es grato presentarle las muestras de subordinación y respeto.

LEALTAD

HONOR

SACRIFICIO



COFONEL DE ARTILLERIA, D.E.M.

HERBERT MORALES FORJES

DIRECTOR DE INTELIGENCIA (C-2)

EHO-0617

HMM/mvdg

Por unas Nuevas Fuerzas Armadas
 Armas para la Paz y Fuerzas para la Producción
 Nuestro Guía, DIOS, Nuestro Amor: HONDURAS

PTC 66-6300

BPS 62-2811

TGU 22-6630

portista		Placas	
Aduanero ADUANAS PTO LEMPIRA		Direccion	
		Telefono	
DOCK RECEIPT (NO-NEGOCIABLE) RECIBO DE BODEGA			
Exportador YATAMA, HONDURAS		CONSIGNATARIO: YATAMA (OSONO COLEMAN)	
PAINKIRA 139 HONDURAS		Muelle/Bodega: PUERTO PTO LEMPIRA	
Lugar de Descarga: PTO CABEZAS, NICARAGUA		para Transbordo hacia:	

Detalles segun informacion del exportador

ARCAS Y NUMEROS	CANTIDAD	DESCRIPCION DE LA MERCANCIA	Dimensiones	Peso(kgs)
N/A	3	SILLAS		
	7	ARCHIVOS		
	2	ANTENNA TUNER		
	7	TRANSISTOR		
	10	CJS EQUIPO DE RADIO		
	1	CJA DE CABLES		
	1	CJA ENSERES PERSONALES/ESTUFA/REFRIGERADORA/	2 COLCHONES/MUEBLES	
	4	DRONES DE DIESEL		
	103	PLIEGOS TECHON		
	1	VALIJA CASETTES		
	1	MOTOCICLETA DESARMADA/USADA		
	1	DIFFERENCIAL USADO		
	1	GALLON DE ACEITE		
	1	CJA DE MADERA CONT/ CLAVOS DE TODOS TAMAÑOS		
	1	ROLLO ALAMBRE USADO		
	1	PAILA DE TOYOTA USADO		
	1	GUARDAFANGO		
	2	BARRAS PARA AGRICULTURA		
	1	AZADON		
	144	PIECAS		1,850 X

EXCEPCIONES:

TODOS ITEMS USADOS Y CHEQUEADOS POR OFICIALES DE ADUANA HONDUREÑAS
MIN DE SALUD/ HACIENDA/ MIGRACION HONDUREÑA

ADO VISTA BUENA DE ONUCA

APITAN DE PUERTO LEMPIRA
COMOR DE ADUANAS PTO LEMPIRA
MIGRACION PTO LEMPIRA

MJ. W/F/ HANLON
CVC MOCORRON/ONUCA

Almacenado en Container
RU 219186 - NYKU 250727

LOS PAQUETES O BIENES RECIBIDOS DICEN CONTENER LOS BIENES AQUI MENCIONADOS EN APARENTE BUEN ORDEN Y CONDICION, A MENOS QUE AQUI SE ESPECIFIQUE LO CONTRARIO, PARA SER GUARDADO Y TRANSPORTADO SUJETO A TODOS LOS TERMINOS CONTENIDOS EN LA FORMA DEL CONOCIMIENTO DE EMBARQUE REGULAR AHORA EN USO, INC. UYENDO TODAS LAS CLAUSULAS ALLI PRESENTEMENTE ESTAMPADAS O ENDOSADAS TODO LO CUAL DEBER SER CONSIDERADO PARA SER INCORPORADO AQUI. COPIAS DE DICHO CONOCIMIENTO DE EMBARQUE Y CLAUSULAS PUEDEN SER OBTENIDAS CON EL TRANSPORTADOR SI SE SOLICITA. PARA ACEPTAR ESTE RECIBO DE EMBARQUE EL EMBARCADOR CONSIGNATARIO Y DUENO DE LOS BIENES ACUERDA ESTAR SUJETO A TODAS LAS ESTIPULACIONES, EXCEPCIONES Y CONDICIONES SI ESTAN ESCRITAS O ESTAMPADAS EN EL CONOCIMIENTO DE EMBARQUE DEL TRANSPORTADOR.

Fecha: **MAYO 21, 1990**

Por: _____

BY: _____

Nombre de Persona recibiendo la carga: _____

Fecha: _____ Hora: **1600** AM

DATE: _____ PM

B/L Nro.:
139-9923
PLP - PCABZ

YATAMA (OSONO COLEMAN)

111

PTC 66-0300

SPB 63-2611

TGU 32-0030

Exportista Plaza

Aguanero **ADUANA PTO LEMPIRA** Direccion Telefono

DOCK RECEIPT
RECIBO DE BODEGA (NO-NEGOCIABLE)

Exportador **YATAMA HONDURAS** CONSIGNATARIO: YATAMA

Paquete **'PAINKIRA' 139** Bandera **HONDURENA** Muelle/Bodega **PURE, PTO LEMPIRA, HONDURAS**

Puerto de Descarga **PTO CABEZAS, NICARAGUA** para Transbordo hacia: **0**

Detalles segun informacion del exportador

RCAS Y NUMEROS	CANTIDAD	DESCRIPCION DE LA MERCANCIA	Dimensiones	Peso(kgs)
I/M	2	HOYAS		
	1	CJA PARTES DE ALMBIE		
	1	SILENCIADOR		
	1	CJA UTENSILOS DE COCINA		
	1	PTA DE CARRO		
	1	GENERADOR YAMAYA		
	3	CARRETAS		
	2	CAMAS SIN COLCHON		
	2	XXXXXXXXXX Cajas REPUESTO DE CARRO		
	4	CAMAS CON COLCHON		
	13	PALAS		
	1	ARO		
	2	SCOS SUERO		
	2	GAVETAS SUELTAS		
	2	ESCRITORIOS		
	7	RINES DE MOTOCICLETA		
	7	LLANTAS		
	3	LLANTAS GRANDES DE CAMION		
	21	PIOCHAS		
	76	PIECAS		970 KIL

EXCEPCIONES: TODOS ITEMS USADOS Y CHEQUEADAS POR OFICIALES DE ADUANA HONDURENA, MIN DE SA / HACIENDA/MIGRACION HONDURENA/

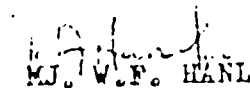
BUENA DE OBUCA



LOS PAQUETES O BIENES RECIBIDOS DICEN CONTENER LOS BIENES AQUI MENCIONADOS EN APARENTE BUEN ORDEN Y CONDICION, A MENOS QUE ACOMPAÑE ESPECIFICQUE LO CONTRARIO, PARA SER GUARDADO Y TRANSPORTADO SUJETO A TODOS LOS TERMINOS CONTENIDOS EN LA FORMA DEL CONOCIMIENTO DE EMBARQUE REGULAR AHORA EN USO, INCLUYENDO TODAS LAS CLAUSULAS ALLI PRESENTEMENTE ESTAMPADAS O ENDOSADAS TODO LO CUAL DEBER SER CONSIDERADO PARA SER INCORPORADO AQUI. COPIAS DE DICHO CONOCIMIENTO DE EMBARQUE Y CLAUSULAS PUEDEN SER OBTENIDAS CON EL TRANSPORTADOR SI SE SOLICITAN PARA ACEPTAR ESTE RECIBO DE MUELLE. EL EMBARCADOR CONSIGNATARIO Y DUENO DE LOS BIENES ACUERDA ESTAR SUJETO A TODAS LAS ESTIPULACIONES, EXCEPCIONES Y CONDICIONES SI ESTAN ESCRITAS O ESTAMPADAS EN EL CONOCIMIENTO DE EMBARQUE DEL TRANSPORTADOR.

MAYO, 21, 1990

B/L Nro:
139- 9922
PLP. - PCBZ


M.J. W.F. HANLON
CVC MOCORRON/ONUCA

Por: _____
 By: _____
 Nombre de Persona recibiendo la carga _____ AM.
 Fecha _____ Hora _____ PM.
 DATE

11/2

PTC 55-0390

SPS 52-2511

TGU 32-8930

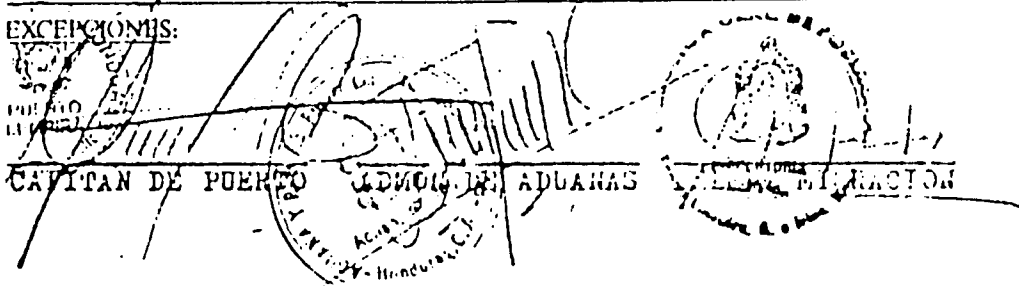
Exportista	Placa #
Agente Aduanero	Dirección
Telefono	

DOCK RECEIPT
RECIBO DE BODEGA (NO-NEGOCIABLE)

Exportador SUPLEMENTO A LA LISTA DE CARGA/BL# 9905	
País de Origen 'PAINKIRA'	Bandera HONDURENA
puerto de Descarga	Muelle/Bodega para Transbordo hacia:

Detalles segun informacion del exportador				
ARCAS Y NUMEROS	CANTIDAD	DESCRIPCION DE LA MERCANCIA	Dimensiones	Peso(kgs)
N/M CAMION VERDE	1	CJA REPUESTOS MOTOR	52	259 KG
UNIMOG	1	LLANTA DE REPUESTO	41	
M CAMION BLANCO 1313	1	ARCHIVO	41 23 12	930 KG
	2	GENERADORES series GRAN F060824015 y E300822525		
	1	RADIO		
	1	AIRE ACONDICIONADO		
	1	MESA		
	2	CONTROLES DE ENERGIA		
	1	BATERIA DE 12 VOLTIOS		
CAMION BLANCO 1313 608	4	GALLONES ACEITE	1,489	300 KG
	1	LOTE DE ALIMENTOS		300 KG
	16	BULTOS/LOTES	18417	

EXCEPCIONES:



Cargado en Container

Nro: _____

Fecha: **MAYO 21, 1990**

Por: _____

"RECEIVED THE GOODS OR PACKAGES SAID TO CONTAIN GOODS HEREIN MENTIONED IN APPARENT GOOD ORDER AND CONDITION. EXCEPT AS OTHERWISE INDICATED HEREIN, TO BE HELD STORED AND TRANSPORTED SUBJECT TO ALL THE TERMS CONTAINED IN THE CARRIER'S REGULAR FORM OF BILL OF LADING NOW IN USE, INCLUDING ALL CLAUSES PRESENTLY BEING STAMPED OR ENDORSED THEREON. ALL OF WHICH SHALL BE DEEMED TO BE INCORPORATED HEREIN. COPIES OF SUCH BILL OF LADING AND CLAUSES MAY BE OBTAINED FROM THE CARRIER ON REQUEST. IN ACCEPTING THIS DOCK RECEIPT, THE SHIPPER CONSIGNEE AND OWNER OF THE GOODS AGREE TO BE BOUND BY ALL OF THE STIPULATIONS, EXCEPTIONS AND CONDITIONS WHETHER WRITTEN, PRINTED OR STAMPED IN CARRIER'S BILL OF LADING."

B/L Nro:
**suplemento
BL# 139-9905**

Por:

Nombre de Persona recibiendo la carga _____ A

Fecha _____ Hora _____ P

DATE

PTC 55-0390

SPS 52-2511

TGU 32-8930

Transportista _____ Placa # _____

Oficina Aduanera _____ Direccion _____ Telefono _____

DOCK RECEIPT
RECIBO DE BODEGA (NO-NEGOCIABLE)

Transportador **SUPLEMENTO A LA LISTA DE CARGA /BL# 9905**

por **PAINKIRA V-139** Bandera _____ Muelle/Bodega _____

Origen de Descarga **PTO CABEZAS NICARAGUA** para Transbordo hacia: _____

Detalles segun informacion del exportador

ARCAS Y NUMEROS	CANTIDAD	DESCRIPCION DE LA MERCANCIA	Dimensiones	Peso(kgs)
		<u>LISTA DE EFECTOS PERSONALES DE SOBREVIVIENTES</u>		
ILDRED WESTER	4	BULTOS EFECTOS PERSONALES	32	200 KI
NITA ARTIUS	7	BULTOS EFECTOS PERSONALES	41	
ERONICA ZAMORA	5	BULTOS EFECTOS PERSONALES	41	
ELIX SUAREZ	5	BULTOS EFECTOS PERSONALES	28	
IGNA WOOD	15	BULTOS EFECTOS PERSONALES	12	
	<u>36</u>	ESTIMADOEN PICK-UP BLANCO		

18477

EXCEPCIONES _____
 AGENCIA DE ADUANA _____ CAPITAN DE PUERTO _____
 REGISTRO DE EMBAJADA _____

Cargado en Container _____

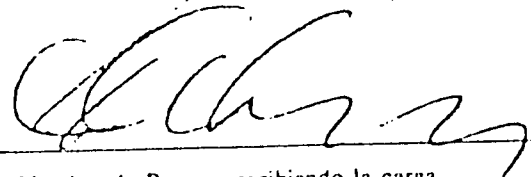
Nro: _____

Fecha: **Mayo 21, 1980**

Por: _____

"RECEIVED THE GOODS OR PACKAGES SAID TO CONTAIN GOODS HEREIN MENTIONED IN APPARENT GOOD ORDER AND CONDITION EXCEPT AS OTHERWISE INDICATED HEREIN TO BE HELD STORED AND TRANSPORTED SUBJECT TO ALL THE TERMS CONTAINED IN THE CARRIER'S REGULAR FORM OF BILL OF LADING NOW IN USE, INCLUDING ALL CLAUSES PRESENTLY BEING STAMPED OR ENDORSED THEREON ALL OF WHICH SHALL BE DEEMED TO BE INCORPORATED HEREIN COPIES OF SUCH BILL OF LADING AND CLAUSES MAY BE OBTAINED FROM THE CARRIER ON REQUEST. IN ACCEPTING THIS DOCK RECEIPT, THE SHIPPER CONSIGNEE AND OWNER OF THE GOODS AGREE TO BE BOUND BY ALL OF THE STIPULATIONS EXCEPTIONS AND CONDITIONS WHETHER WRITTEN, PRINTED OR STAMPED IN CARRIER'S BILL OF LADING."

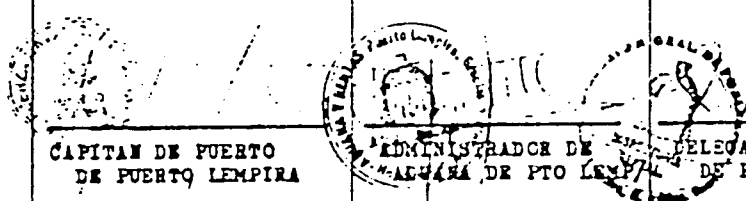
B/L Nro.:
**Suplemento
139-9905**

Por: 
 BY _____
 Nombre de Persona recibiendo la carga _____
 Fecha _____ Hora _____
 DATE _____

ARMODAL, S. A. Manifiesto de la carga embarcada en PTO LEMPIRA/HONDURAS a bordo del vapor PAINKIRA viaje No. 139
MANIFEST of cargo loaded at _____ on board vessel _____ voyage No. _____
 Matricula HONDURENA su capitán ROGER A/ WHITE de 108 toneladas netas registro, y _____ toneladas brut.
 Registry _____ Captain _____ of _____ registered net tonr, and _____ gross tonnage
 Con destino PTO CAJEZAS, NICARAGUA y consignado a AGENCIA VASSALI/ PTO CABEZAS
 Destined to _____ consigned to _____

B/L C/E	Embarcador Shipper	Consignatario Consignee	Marcas y Números Marks & Number	No Bultos No Pkgs	Clase y Contenido Packages & Contents	Kilos	Flete Pagado Freight Prepaid	Flete a Cobrar Freight Collect
9905	YATAMA HONDURAS	YATAMA/OSORNO COLEMAN	SEGUN D/R BL	2 8	VEHICULOS	27.750	PREPAID	
9922				76	CARGA GENERAL	970		
9925				144	CARGA GENERAL	1.850		
9926				45	CARGA GENERAL	850		
4990				16	CARGA GENERAL	1,489		
4991				36	EFFECTOS PERSONALES	200		
				257		33.109		

181 Mts / 110x5 / 40'


 VBO/ MJ/ W/V/ HANLOW
 CVO MOCORON / ONUCA
 CAPITAN DE PUERTO DE PUERTO LEMPIRA
 ADMINISTRADOR DE PUERTO LEMPIRA
 DELEGADO DE MIGRACION DE PTO-LEMPIRA

Chouh

ORIGIN: TFEA-2 INFO AMB DCM SLO/5

VZCZCTGI *
 PP RUEHPU RUEHC
 DE RUEHTG 07874 116 **
 ZNR UUUUU ZZB
 261955Z APR 90
 FM AMEMBASSY TEGUCIGALPA
 TO RUEHPU / AMEMBASSY MANAGUA PRIORITY 1463
 INFO RUEHC / SECSTATE WASHDC 1223
 AT
 INCLAS TEGUCIGALPA 07874

CLASS: UNCLASSIFIED
 CHRG: AID 04/26/90
 APPRV: TFHA:RVENEZIA
 DRFTD: TFHA:RTHACHER:MT
 CLEAR: TFHA:KROMWALL
 DISTR: TFHA
 ORGIN: OCR

DM AID

ECSTATE FOR TFHA, MANAGUA FOR EXO/USAID

.O. 12356: N/A
 SUBJECT: EXCESS TFEA/H OE- PROCURED NXP AVAILABLE FOR
 TRANSFER

. LISTED BELOW IS SUBJECT LIST. WE REGRET THE
 EAGERNESS OF THE LIST, BUT ALL THE FURNITURE (OFFICE
 AND RESIDENTIAL) AS WELL AS THE OFFICE EQUIPMENT, OTHER
 THAN WHAT IS LISTED, IS ON LOAN FROM THE EMBASSY AND
 MUST BE RETURNED TO THEM. PLEASE LET US KNOW WHAT
 LISTED EQUIPMENT YOU DO NOT WANT.

- EA WINDOW AIR CONDITIONERS
- EA CANON PHOTOCOPIER, MDL. 3525, WHICH ALTHOUGH
 PROCURED A LITTLE MORE THAN ONE YEAR AGO IS IN VERY
 BAD SHAPE. REPAIRMAN IS CALLED IN AT LEAST 2-3 TIMES
 A WEEK TO REPAIR
- EA CURRENCY COUNTERS, 110V 60HZ
- EA WATER COOLER, 5 GAL. BOTTLE TYPE, 110V 60HZ
- EA MOSLER SAFE FILING CABINETS, W/COMB LOCK, 4 DRAWERS
- EA FILING CABINET, OFFICE, METAL, 4 DRAWERS
- EA FILING CABINETS, OFFICE, METAL, 2 DRAWERS
- EA CABINET, OFFICE, METAL, FOR STORING OFFICE
 SUPPLIES, 2 DOORS
- EA LAMP, DESK, SWIVEL
- EA FAX MACHINE, MAKE MURATA, 110V, 60HZ
- EA STABILIZERS, 110V 60HZ, BOUGHT FOR CURRENCY
 COUNTERS BUT AT USD364.74 EACH, THEY CAN BE USED ON
 MUCH LARGER ELECTRICAL DRAWING EQUIPMENT.
- EA WORKSTATION, WANG, 4230A-VS
- EA WANG PC'S, WITH 6 CRT'S AND 6 PRINTERS (PC-280)
- EA WANG 60 CPS DAISY PRINTER
- EA PRINTER, 250 LPM
- EA PRINTER, LASER
- EA SOFTWARE, LOTUS 1-2-3
- EA SOFTWARE, LOTUS SIDEWAYS
- EA SOFTWARE, DBASE PLUS
- EA RADIOS, HANDBELD, GROUND-TO-AIR
- EA RADIO, IC-735, WITH POWER SUPPLY, AUTOTUNER AND
 TENNA

PLEASE NOTE THAT THE ABOVE EQUIPMENT IS STILL IN USE

48

UNCLASSIFIED MANAGUA 002390
ACTION: TFHA-2 INFO AMB DCM SLO/5 ID

VZCZCTG0549
RR RUEHTG
DE RUEEMU #2390 1172043
ZNR UUUUU ZZH
R 272042Z APR 90
FM AMEMBASSY MANAGUA
TO AMEMBASSY TEGUCIGALPA 3897
BT
UNCLAS MANAGUA 02390

27-APR-90 TOR: 20:46
SN: 64047
SERG: AID
DIST: TFHA
ADD: AID

ADM AID/

E.O. 12356:N/A
SUBJ: EXCESS TFHA/H OE - PROCURED NXP

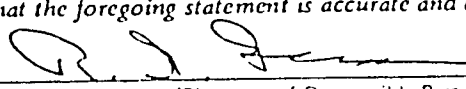
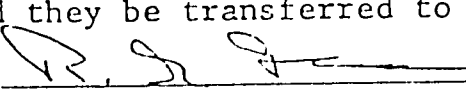
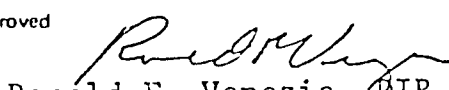
DO NOT REPEAT NOT WANT THE FOLLOWING ITEMS:

1. CANON PHOTOCOPIER
 2. CURRENCY COUNTERS
 3. STABILIZERS FOR CURRENCY COUNTERS
- LEONARD

BT
#2390

NNNN

UNCLASSIFIED MANAGUA 002390

PROPERTY DISPOSAL AUTHORIZATION AND SURVEY REPORT				OVERSEAS ESTABLISHMENT TFHA/H Honduras	DATE 2 May 1990	NO. 90-1	
TO: Property Management Officer TFHA/H, Tegucigalpa, Honduras					<input type="checkbox"/> DAMAGED <input checked="" type="checkbox"/> FOREIGN EXCESS <input type="checkbox"/> MISSING <input type="checkbox"/> REPLACEMENT		
SUBJECT: Disposal Authorization for Property Listed Below:							
ITEM NO.	IDENTIFICATION NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	
						Local Currency	U.S. Dollar Equivalent
1.		Vehicle, Toyota, 4 Runner, year 1988, Ser #JT3VN66W5J0014567; Motor No: 3VZ-0021728, 6 cyls, gasoline engine	1	ea	\$23,146.00	\$23,146.00	
2.		Vehicle, Toyota, Microbus, year 1988, Ser #JT3YR36WXJ0007873, Motor No: 4YE-0180865, 4 cyls, gasoline engine	1	ea	\$21,264.00	\$21,264.00	
TOTAL						\$44,410.00	
(If additional space is needed use additional sheets)							
1. EXPLAIN CIRCUMSTANCES CAUSING REPORTED STATUS OF PROPERTY							
<p>The above vehicles were acquired by the Dooley Foundation, a PVO, in June 1988, and shortly after their arrival in Honduras and before the importation of these vehicles could be regularized, the Dooley Foundation ceased its operations with TFHA/H and surrendered the vehicles to TFHA/H. TFHA/H is closing down its operations and has no need for these vehicles. USAID/Nicaragua has an urgent and immediate need for them and has requested that they be transferred to USAID/N.</p> <p style="text-align: center;"><i>I certify that the foregoing statement is accurate and complete to the best of my knowledge.</i></p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ (Signature of Responsible Party) </div> <div style="text-align: center;"> 2 May, 1990 _____ (Date) </div> </div>							
2. ACCOUNTABLE PROPERTY OFFICER, STATEMENT AND RECOMMENDATIONS							
<p>Inasmuch as TFHA/H has no need for these vehicles, and whereas USAID/N does, I recommend they be transferred to USAID/N as soon as possible.</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ (Signature of Accountable Property Officer) </div> <div style="text-align: center;"> 2 May, 1990 _____ (Date) </div> </div>							
3. PROPERTY MANAGEMENT OFFICER							
<input checked="" type="checkbox"/> Request and Recommendation Approved <input type="checkbox"/> Referred to Property Survey Board <input type="checkbox"/> Other							
 Ronald F. Venezia, DIR TFHA/H _____ (Signature of Property Management Officer)					2 May, 1990 _____ (Date)		
4. TO:							
<input type="checkbox"/> PROPERTY DISPOSAL OFFICER <input type="checkbox"/> PROPERTY SURVEY BOARD (See Reverse) <input type="checkbox"/> OTHER							

50132-101

 OPTIONAL FORM 132
 (FORMERLY JF-29)
 JANUARY 1975
 STATE - AID - USIA

- 400

09189

2301

UNCLASSIFIED
AID 05/16/90
TFHA:RVENEZIA
TFHA:RTHACHER:MT
TFHA
TFHA

SE

R3

AMEMBASSY TEGUCIGALPA
AMEMBASSY MANAGUA, PRIORITY
INFO SECSTATE WASHDC

AIDAC

MANAGUA FOR USAID/EXO, DEPT FOR TFHA

12356: N/A

SUBJECT: TRANSFER OF NXP FROM TFHA/H TO USAID/N

1. TEMPORARY EXPORT PERMITS THAT EXPIRE 9 JUNE 90 HAVE BEEN OBTAINED FOR THE TWO TOYOTAS.

2. THE FOLLOWING EQUIPMENT IS BEING TURNED OVER TO COMMERCIAL PACKERS/SHIPPERS FOR DELIVERY BY TRUCK TO AMERICAN EMBASSY, (USAID/N), MANAGUA, NICARAGUA:

2 EA TOYOTAS (SEE TEGUCIGALPA 8542 FOR PARTICULARS).
2 EA SAFES, MOSLER, 5 DRWS, W/COMB LOCK, UNIT COST DOLS
- 1,332.00 FOR SER NO. 1581946, AND DOLS 1,207.00 FOR
- SER NO. 1590932.
- BOTH SAFES HAVE BEEN RESET WITH FACTORY
- COMBINATIONS.

3. THE FOLLOWING EQUIPMENT WILL BE SHIPPED AIR FREIGHT:

3 EA STABILIZERS, UNIT COST DOLS 346.74, SERIAL NOS.
- 103027654; 103027668; 103027659.
1 EA RADIO, VHF AIR BAND TRANSRECEIVER, HANDHELD, GROUND
- TO AIR, SER NO. 10669,
- MAKE: ICOM; MODEL IC-A2, COST UNKNOWN.
1 EA WANG PC-280 SER NO. 39386X, CRT SER NO. 33791R,
- PRINTER SER NO. 41994L, TOTAL COST DOLS 3,549.00.

4. WILL PROVIDE SHIPPING PARTICULARS WHEN KNOWN.
ARCOS##

NOTE: EXAMPLE OF HOW OE EQUIPMENT SENT
TO USAID/N

UNCLASSIFIED

ANNEX N - PAGE 4

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TFMA/H CLOSE-OUT ISSUES
PAGE 1

PROGRAM	DECISION STATUS	ACTION OFFICER	TERMINAL DATE
Cordobas	1) Approximately \$120,000 in safe to be granted to UNHCR.	Baker	Complete
FAP	1) ERN & Yatama return final receipts/funds; then final liquidation report from PW by 4/30.	Baker	Complete
	2) PIL for Costa Rica Administrative expenses	Smith	Complete
May Reserve	1) Will be left April 30 to UNHCR in Warehouse #1 and in Capire warehouse	Valva/Venezia	Complete
Trees	1) Confirm USAID/H arrangement to plant in Yamales	Smith	Complete
Rancho Grande	1) Sign 3-month contract extension with IMC; PID/T in circulation; PIL #5 signed.	Silberstein/ Pizzarro	Complete
Rancho Grande	Longer term solution:		
	1) assignment of USAID/H action officer: Bob Adams/ Connie Parreskeeva	Venezia	Complete
	2) Assist in scope of work for options study for move to Nicaragua and care therein.	Silberstein	Complete
	3) PIL # 6 for \$3,000 contribution to USAID/H management of Rancho Grande.	Smith	Complete
Road Maintenance	1) Confirm termination of work	Smith	Complete
	2) Final Vouchers	Smith/Pizzarro	Complete
Program Support	1) ERN housing repairs & settlement with landlords; in-house survey of all houses.	Baker/Pizzarro	Complete
	2) Final liquidation of vouchers	Baker	Complete
	3) Resolve handling of ERN records and files with RIG	Baker	Complete
Costa Rica Medicine	1) Decision on payment (yes)	Venezia	Complete
	2) Final results of RIG	Venezia	Complete

1/22

FHA/H CLOSE-OUT ISSUES
PAGE 2

PROGRAM	DECISION STATUS	ACTION OFFICER	TERMINAL DATE
VA Phase I, II, III medicine vouchers	1) Pharmacist review of PW reports against invoices	Helen Johnson/ Silberstein	Ongoing
	2) Sign vouchers for payment	Tarpeh-Doe/ Silberstein	Ongoing
Supplier Notice	1) Draft and publish "No More Purchases/No More Pay" notice	Pizzarro/ Meighan	Complete
Local Medical Services Vouchers Received After 5/31	1) Review termination clauses w/all suppliers	Pizarro	Complete
	1) Appoint USAID/H administrative approval officer	Romwall	Complete
Input for PH III Final Report	2) Develop classifications for potential goods or services to be billed.	Romwall	Complete
	1) Send to TFHA/Washington	Smith/TFHA	Complete
\$3.62 million Letter Grant	1) Obligate/deobligate funds	TFHA	Complete
	2) Liquidate vouchers	TFHA	Ongoing

1/23/03

CONTRACTORS	DECISION STATUS	ACTION OFFICER	TERMINAL DATE
ANPDH	1) Property Disposal; letter to ANPDH conditioning grant of equipment on liquidation of advances, final report and guarantee of continued ANPDH use.	Baler	Complete
	2) Final grant of property made	Baker	Complete
	3) Delivery of Equipment to Nicaragua	Pizarro	Complete
Fiscalia	1) Property Disposal; draft letter to Fiscalia requesting inventory & return of property to TFHA	Baker	Complete
	2) Ship property to Nicaragua for use in repatriation program.	Pizzarro	Complete
Caritas	1) Liquidate August 88 advance of \$3,200	Smith	Complete
Catholic Church	1) Liquidate April advance of \$3,200	Smith	Complete
Creative Associates	1) Property disposal; Bulk to stay with C.A. for UNHCR program.	Smith	Complete
	2) Some excess office equipment to C.A. program in Costa Rica (being stored in Gamundi)	Herald	Complete
	3) Other excess office equipment to be stored in Gamundi then shipped to Nicaragua.	Herald	Complete
	4) Cable to Costa Rica with list of property C.A. is shipping there.	Smith	Complete
	5) Final vouchers reviewed by TFHA/H	Baker	Ongoing
IMC	1) Property Disposal; Equipment in La Mosquitia to be granted to Friends of the Americas	Silberstein/ Thacher	Complete
	2) Office equipment to stay with IMC under UNHCR program.	Silberstein	Complete
	3) Final vouchers; expedite through FM/Wash	Romwall	Ongoing
	4) Liquidation of Kraus sub-contract	Silberstein	Ongoing

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FFHAYH CLOSE-OUT ISSUES
PAGE 4

CONTRACTORS	DECISION/STATUS	ACTION OFFICER	TERMINAL
Other Medical Equip. Medications/Supplies	1) Medications and equipment at Yamales hospital to be granted to UNICEF	Silberstein/ Venezia	Completed
	2) Medical equipment and supplies to Gamundi for transport to Nicaragua.	Silberstein/ Venezia	Completed
	3) Transport of medical equipment and supplies to Nicaragua.	Silberstein/ Venezia	<i>Complete</i>

FHA/H CLOSE-OUT ISSUES
PAGE 5

CONTRACTORS	DECISION/STATUS	ACTION OFFICER	TERMINAL DATE
Other Property	1) Generators (1) - 100 sheets; grant to UNHCR	Venezia	Complete
	2) FHAs (1) - store in Soto Cano for eventual shipment to Nicaragua.	Silberstein	Complete
	3) Cars (2) - arrange shipment to USAID/Nic	Thacher	Complete
	4) Plywood: return 100 sheets to supplier for credit. Balance to UNHCR	Pizarro/Thacher Venezia	Complete Complete
	5) AID "tent": grant to UNHCR in global letter	Venezia	Complete
	6) Lots: est. 11, grant to UNHCR in global letter	Venezia	Complete
	7) Bladders; leave at hospital (full) (2)	Herald	Complete
	8) Fuel pumps (2) - return to Soto Cano	Herald	Complete

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FHW/H CLOSE-OUT ISSUES
PAGE 6

CONTRACTORS	DECISION/STATUS	ACTION OFFICER	TERMINAL DATE
	9) Tentative medium to return to Soto Cano	Herald	Complete Complete
	10) Bladders (9) return to Soto Cano	Herald	Complete Complete
	11) Banding scale: grant to UNHCR in global letter	Venezia	Complete
	12) Banding Machine: grant to UNHCR	Venezia	Complete
	13) MRE's (20 cases): grant to UNHCR	Venezia	Complete
	14) Other various items to be granted to UNHCR	Venezia	Complete
Non-expendable Property in EKN Possession	1) Principles of Disposition drafted	Meighan	Complete
	2) Offer to R&R program body. Letter sent to Transition Commission April 24.	Venezia	Complete
	3) Property shipped to Nicaragua	Herald	Complete Complete
Non-expendable Property in Yatama Possession	1) Yatama commission to issue letter requesting TFHA transport to sites in Nicaragua.	Venezia	Complete
	2) Transport of Property to Puerto Cabeza, Nicaragua	Pizarro	Complete

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OCHA/H CLOSE-OUT ISSUES
 PAGE 2

TRANSPORTATION	DECISION/STATUS	ACTION OFFICER	TERMINAL DATE
Fowler	1) Terminate April 30 - inform Fowler	Herald/Pizarro	Complete
Air Logistics	1) Terminate June 30 - phase down - 2 helicopters through May 15 and 1 through June 10	Pizarro	Complete
MIVESA	1) Terminate June 30: Herald memo to contracting officer to request P.O. Amendment.	Herald/Pizarro	Complete
Charleston	1) Extend contract through May 31	Smith	Complete
Bob Herald	1) Extend to June 30	Smith/Pizarro	Complete
Forklifts	1) Return to U.S.: Chanel Flt.: Letter to Hertz	Herald/Pizarro	Complete
Parachutes	1) New (218) - disposition: Army Personnel Support Depot, Stk #1670-00-999-2658 send to Charleston on Chanel flight. 2) Used (est. 200) - grant to UNHCR in global letter	Herald Venezia	Complete Complete
Warehouses	1) Terminate April 30	Pizarro	Complete
Temporary Warehouse	1) Gamundi -- PO for May/June: memo from Bobby (10,000 sq. ft.)	Herald/Pizarro	Complete

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TFHA/H CLOSE-OUT ISSUES
PAGE 8

OPERATING EXPENSES	DECISION/STATUS	ACTION OFFICER	REMARKS DATE
Office Networks	1) E-mail preparation, into contract with to meet 1st of Oct. 2001.	Romwall	Complete
	2) Audit Recommendations received from PW through March.	Swartz	Complete
	3) Inform PW not to make recommendations in April report.	Swartz	Complete
	4) Answer audit recommendations	Smith	Complete
TFHA/H Property	1) Standard reconciliation of records vs. property	Romwall/Thacher	Complete
	2) Offer to USAID/Nic as 1st priority; allocate between USAID/N and USAID/H.	Thacher	Complete
Records	1) Controller records transferred to accounting station	Romwall	Complete
	2) Projects/ Program records shipped to TFHA/W	Thacher/Smith	6/15
	3) Personnel USDH records shipped to onward post	Thacher	6/22
	4) Classified also shipped to TFHA/W	Thacher/Smith	6/22
	5) Contracts sent to AID/W Procurement Office	Pizarro	6/22
	6) Procurement Records - Pizarro consults AID/W for decision. Decision: Ship to Procurement Office in AID/W	Pizarro	Complete
Cashier	1) Close Cashier accounts	Romwall	Complete

TFHA/H CLOSE-OUT ISSUES
PAGE 9

OPERATING EXPENSES

DECISION/STATUS

ACTION OFFICER

TERMINAL
DATE

Personnel	1) Contract Extensions Completed	Thacher	Complete
	2) Site Inception Dates Set	Venezia	Complete
	3) EER/s completed and submitted to AID/W	Venezia/Fiscarro	Complete
Accounting	1) Transfer of Accounting	Romwall	Complete
	1) Extend to June 30	Thacher	Complete
Car Rentals	2) Return Yamales Jeep	Thacher	Complete
	1) Return to USAID/H and Embassy	Thacher	6/30
Office Equipment owned by USAID/H and Embassy			

6/30

14-00000

VOUCHER CLASSIFICATION

It is anticipated that the following kinds and types of vouchers may be presented for payment or AOCed after May 31, 1990:

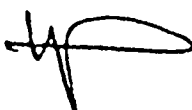
Classification	FO Approval until:(date)		; after
Inti Med Corp	Silberstein	6/15/90;	
	Venezia	6/30/90	6/15/90
	Adams	end	6/30/90
Veterans Administration	Silberstein	6/15/90	
	Tarpeh-Doe	end	6/15/90
Quartermaster	Tarpeh-Doe	end	
Other DOD (i.e. Transport)	Tarpeh-Doe	end	
CSAP	Adams	end	
Verifacation Commission	Tarpeh-Doe	end	
Other Medical	Silberstein	6/15/90	
	Venezia	6/30/90	6/15/90
	Adams/Soules	end	6/30/90
Creative Associates	Baker	6/15/90	
	Venezia	6/30/90	6/15/90
	Adams/Soules	end	6/30/90
ERN Grant	Baker	6/15/90	
	Venezia	6/30/90	6/15/90
	Soules	end	6/30/90
Transportation	Herald	6/30/90	
	Adams/Soules	end	6/30/90
Roads	Adams	end	
Election Assistance	Noriega	end	
All other	TFHA staff	6/30/90	
	Adams/Soules	end	6/30/90

Questions regarding Project Officer Administrative Approval after the departure of the last TFHA/H staffer should be directed to one of the following in AID/W:

Ted Morse
 Robert Meighan
 Linda Tarpeh-Doe
 Roger Noriega
 Ron Venezia

MEMORANDUM

TO : RONALD VENEZIA / DIRECTOR / TFHA/H

FROM : LEONEL T. PIZARRO / CO / TFHA/H 

SUBJECT : OFFICE OF PROCUREMENT CLOSING DOWN
OPERATION.

DATE: MAY 30, 1990

As of this date the following activities have taken place in order to achieve an orderly close-down of this office operations:

- 1.- All major contracts have been terminated with the exception of :
 - a) Price Waterhouse contract which should be completed by the end of June 1990.
 - b) IMC contract which should be completed by the end of July.
 - c) Creative Associates contract which has been transferred to USAID/Costa Rica and should be completed by September 1990.
- 2.- Approximately 12 FSC contracts including U.S. and FSN'S. These contracts have different termination dates. The Controller's group being the longest to September 1990.

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- 3.- A few Purchase Orders have been issued against our active FIL'S, our transportation account and our OE account. These documents are straight forward and I foresee no problems with them as our own Controller's personnel will take care of their payment as the goods and services are delivered.
- 4.- All housing issues known to this office have been successfully negotiated, paid and the owners have signed legal documents exonerating the Task Force from any future claims.

All open contracting issues will be transferred to USAID/H/CO as per attached memorandum. I attach for your information and files a complete list of our contracts.

- 5.- Files for phase I and II have been culled and boxed and are ready for shipment to TFHA/Washington. Files for Phase III have been culled and lists are already prepared for shipment. However, these files must remain active at least until the end of June 1990. I have made arrangements for an orderly sorting and shipment of these records. Jacqueline Reed is in charge of this activity and she will be supervised by Juan Carlos Molina after my departure. I am providing a copy of the files lists to M/SER/OP/W for their reference.
- 6.- Juan Carlos Molina will stay under contract until June 30, 1990 (unless you decide otherwise) to prepare contract amendments, if any. He is trained to perform this activity and his draft can be reviewed by the USAID/H/CO.

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I will be in the Washington Procurement Office from June 5, 1990 until June 9, 1990 if you need to reach me for any reason. After that date my permanent contacts are:

DORA MAE IPSEN (MOTHER IN LAW)
(415) 939-4823.
SKIP IPSEN (BOTHER IN LAW)
(415) 672-1311.

They will know my whereabouts as I am not certain where we would be at a given date.

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MEMORANDUM

TO : ANNA MARIE SCOTT, USAID/H/CO.

FROM : RONALD F. VENEZIA, TFHA/H/DIRECTOR. *Ronald F. Venezia*

THROUGH : JOHN SANBRAILO, USAID/H/DIRECTOR.

SUBJECT : TRANSFER OF TFHA/H/CO RESPONSIBILITIES.

DATE: MAY 30, 1990

Mr. Leonel Pizarro, TFHA/H/CO, will be departing for his new assignment in Cairo on June 1, 1990 and M/SER/OP has advised us that your office will assume responsibilities for any open contracting matters. I have discussed this with Mr. Sanbrailo who saw no problems in this arrangement. Mr. Pizarro will ensure that the files for these open contracting issues will be provided to you upon his departure. The general open contracting areas involved are:

- 1.- Approximately 12 PSC contracts (U.S. and FSN'S).
- 2.- Price Waterhouse contract for audit services which should be terminated at the end of June 1990.
- 3.- International Medical Corps (IMC) contract for services related to the transfer of the Rancho Grande patients. (Presently USAID'S Mr. Robert Adams is the project manager)

Mr. Juan Carlos Molina will be in charge of finishing up any details related to the close down of the TFHA/H Procurement Office after Mr. Pizarro's departure and he will be consulting with you as needed. His extension is 2122.

We thank you in advance for your cooperation and any assistance you may provide Mr. Molina will be greatly appreciated. Mr. Pizarro/Mr. Molina will be happy to discuss any of these matters at your convenience.

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MEMORANDUM

TO: Matthew Horween, Controller
USAID/Honduras

FROM: N. Keith Romwall, Controller
Task Force for Humanitarian Assistance
to Central America (TFHA)

SUBJECT: Transferring of Financial Management Activities

As part of the transfer of the TFHA Accounting Station/financial books, files and records, I certify that I followed the procedures as in AID Handbook 19, Section 10.0. The following specific actions were taken in order to assure that there was a complete and successful transfer of all records and supporting documentation:

1. Appropriate documentation exists to support all recorded Mission accounts receivable (except as noted in the disclaimer/qualifications below) and follow-up action has been taken in an effort to collect delinquent receivables. For each delinquent receivable, a listing has been prepared which summarizes actions taken along with recommendation for final resolution. Members of the TFHA/H Controller's staff will remain for 30 to 120 days to provide continuity and assist your office in the resolution of outstanding issues.
2. Documentation exists in project files to support all recorded obligations and the liquidation record accurately reflects the current status of each. A detailed listing of all unliquidated obligations is available in the MACS computer files. The attached print-out lists all of the 47 MACS Libraries, containing 896 Files in the MACS02 Volume of your VS system.
3. All outstanding cashier funds have been reconciled and accounted for along with all other cash advances that were outstanding to individuals. The cashier fund has been returned to the U.S. Disbursing Officer at post and the TFHA/H bank account with the Banco Atlantida has been closed.
4. A listing has been prepared of all pending vouchers and known claims by suppliers, contractors and employees. A separate schedule has been prepared listing the various classes and types of vouchers which may be presented for payment along with the names of the cognizant Project Officer or other individual who will be responsible for the Administrative Approval of the various vouchers. Three members of the TFHA/H Controller staff will remain under your charge through September 30, 1990, to provide continuity in the final settlement of the Task Force financial matters. The USPSC Certifying Officer will be available through June 30, 1990 and the Chief Accountant will be available under your supervision through July 15, 1990.

5. All required reports have been prepared and submitted to Washington as May 31, 1990.
6. All MACS records have been reconciled and balanced as of May 31, 1990.
7. Interim Section 1311 reviews have been made on all active Budget Allowances to ensure that all obligations are valid at the time of transfer. (see disclaimer below)
8. The document files have been reviewed and updated as necessary to assure backup information for the books and records will be complete and readily available. A separate listing has been prepared which details all of the contracts and grants with date and amounts of amendments and incremental funding, as well as the expiration date.
9. Property records have been reconciled with the executive office and a copy of the disposition plan for TFHA financed property is attached to this certification.

The following are disclaimers or qualifications to the items listed above:

1. The Advance Control Ledger balances consist mainly of amounts provided as travel advances by AID/W or other Missions. Some negative balances resulted from the liquidation by this office of advances for which we have not been charged. The only documentation available is AOC information for the charge. In some cases the advances have been cleared by the traveler in AID/W and we have not been AOCed for the credit.
2. It is possible that not all invalid obligations have been deobligated. Because of the possibility that we could receive an Advice of Charges for payments made through AID/W several months (or years) after the payment is made we have been reluctant to deobligate any amounts paid or payable by AID/W or through letters of credit. Because of late billings by other USG agencies (notably the Dept of Defense and the Veterans Administration) we are reluctant to deobligate balances for these agencies from which we may subsequently receive claims.

CONTROLLER VERIFICATION STATEMENT

I attest to the correctness and completeness of the books, files and records being transferred from my responsibility to the USAID/Honduras Controller's responsibility. The financial management transfer procedures have been performed according to AID Handbook 19, Section 10.0 with the exception of the disclaimers or qualifications noted above.

N. Keith Romwall

N. Keith Romwall, Controller
Task Force for Humanitarian Assistance
Central America

May 30, 1990

HUMANITARIAN ASSISTANCE
 TFHA/II Pipeline Analysis
 June 8, 1990

PROJECT ELEMENT	PHASE I & II	PHASE III	TOTAL H.A.	ACCRUALS Vouchers in process	SCHEDULE DEOBS.	PROJECTED PAYMENTS	PROJECTED PIPELINE
Food	0	15,555	15,555	15,555	0		0
Cash for Food	22,727	0	22,727		22,727		0
Quartermaster	146,657	241,273	387,930		241,273 (a)		146,657
Fam. Asst. Payment	262,546	258,359	520,905	520,905 (b)			0
Med. Supp. & Material	633,787	3,224,780	3,858,567	2,479,038 (c)	101,023	265,880 (d)	1,012,626
Prog. Support	0	74,260	74,260		74,260		0
Shelter	14,580	13,268	27,848		16,083 (e)		11,765
Communications	0	15,784	15,784			15,784 (f)	0
Trng. Contract	0	678,602	678,602	170,777	100,000	375,000 (g)	32,825
Human Rights Trng.	0	5,032	5,032	5,032			0
ERN Letter Grant	0	341,262	341,262			341,262 (h)	0
TOTALS:				3,191,307	555,366	997,926	
Total Pipeline Obligations	1,080,297 43,489,362	4,868,175 43,750,000	5,948,472 87,239,362	2,757,165	2,201,799	1,203,873	1,203,873 (1)
Pipeline %	2.48%	11.12%	6.81%	3.16%	2.52%	1.37%	1.37%

CPG

NOTES:

- a) Advised by Linda Tarpeh-Doe no more Phase III QM voucher.
- b) No pay vouchers liquidating advance.
- c) Includes \$300,000 of vouchers received from VA and \$2,179,038 of IMC AOCE'd for January thru April 30 expenses.
- d) Costa Rica Medical Grant - May/June (204,052).
- e) See QM note above.
- f) Voucher received - returned for more info.
- g) Comprised of:
CAI Program in Costa Rica thru September, 1990.
- h) Comprised of:
\$300,000 IMC/Rancho Grande thru July
\$41,000 Valva Contract thru July and Nicaraguan Re-patriation Institute.
- i) Remaining Pipeline is largely (87%) medical supp & material. Of this, two AOC charges from VA account for \$512,626, and a remaining balance of approximately \$500,000 in IMC which is available for continual Rancho Grande repatriation expenses. The QM balance represents Phases I & II vouchers which have still not arrived from DOD. Ditto for shelter. The training balance is unexpended CAI funds in Costa Rica which should be held pending submission of final vouchers.