

THE  
ROCKEFELLER  
FOUNDATION

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November 5, 2009

48732 Date 10/11  
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SC/HC/AMD

\* Original in PB's  
pigeon hole

This letter supersedes our  
letter of June 26, 2009

Ms. Helen Clark  
Administrator  
United Nations Development Programme  
One United Nations Plaza  
New York, NY 10017

In reply, please quote: 2009 SRC 134

Dear Ms. Clark:

I am pleased to report that the Rockefeller Foundation has taken action to provide a project support grant to the United Nations Development Programme (hereinafter "UNDP") as described in this letter (the "Grant Agreement"). In accepting these funds, the UNDP accepts the terms and conditions described in this Grant Agreement.

**Amount and Purpose of Grant.** \$865,000 for use by its Kenya office in support of a collaboration with the Panel of Eminent African Personalities, in establishing an archive of the "Kenya National Dialogue and Reconciliation" process, to preserve the knowledge and information generated and improve national capacities for conflict prevention and mediation in Kenya. The project is fully described in Annex 1 to this Grant Agreement, "Funding Proposal" for "Kenya National Dialogue and Reconciliation (KNDR) Archives." In the event of a conflict between this Grant Agreement and Annex 1, the Grant Agreement document shall govern.

UNDP shall receive and administer the payment in accordance with the regulations, rules, procedures and policies of UNDP.

**Term.** The one-year period October 1, 2009 to September 30, 2010.

**Rockefeller Foundation Contacts for this Grant.**

- Project-related questions should be addressed to: **Wiebe Boer, Associate Director**, [wboer@rockfound.org](mailto:wboer@rockfound.org), in our Nairobi office, The Rockefeller Foundation, Eden Square, 2nd Floor, Block 1 Greenway Lane, off Westlands Road, P.O Box 14531- 00800, Nairobi, Kenya.
- All administrative questions should be directed to: **Nissa Puffer, Grants Specialist**, [npuffer@rockfound.org](mailto:npuffer@rockfound.org), in our New York office.
- Grant reports should be sent to [grantreports@rockfound.org](mailto:grantreports@rockfound.org)
- Communications-related questions should be addressed to [media@rockfound.org](mailto:media@rockfound.org) or 212-869-8500.

**Project Milestones.** In addition to the Deliverables outlined in the table below, the United Nations Development Programme is expected to achieve the following milestones during this grant term:

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- Create a paper archive inventory by November 2009
- Establish a temporary repository for the archives by November 2009
- Create a newspaper clippings archive by January 2010
- Complete oral history documentation by January 2010
- Digitize paper documents by February 2010
- Create a broadcast news footage archive by February 2010
- Establish a permanent repository for the archive by March 2010
- Establish a website for the archives by March 2010

**Project Deliverables and Payment Terms.** The Foundation will disburse grant funds to the United Nations Development Programme in installments upon our receipt of this Grant Agreement signed by an authorized officer of your organization and upon the satisfactory completion by your organization of all the terms and conditions for this grant, including submission of deliverables and reports as outlined in this section.

It is important that all Deliverables, including narrative and financial reports, be submitted in a timely manner; otherwise payment may be delayed on this and other Rockefeller Foundation grants (if any) to your organization. Please indicate the grant number referenced in this Grant Agreement on all submissions.

Deliverables are due and payments are expected to be made as follows:

Payment Amount	Reports/Documents Due	Due Date	Period to be Covered
\$648,750	Contingent on signed Grant Agreement	N/A	N/A
\$86,500	Contingent on satisfactory 1 <sup>st</sup> quarter interim narrative and financial reports	December 31, 2009	October 1, 2009 to December 31, 2009
\$129,750	Contingent on satisfactory 2 <sup>nd</sup> quarter interim narrative and financial reports	March 31, 2010	January 1, 2010 to March 31, 2010
N/A	Final narrative and financial reports	Within 2 months after September 30, 2010	April 1, 2010 to September 30, 2010
N/A	A certified financial statement following the financial closing of the project, to be submitted by the UNDP Bureau of Management/Office of Finance and Administration	No later than June 30 of the year following the financial closing of the project	Grant term, as may be extended from time to time

Reports will be considered "satisfactory" by the Foundation if they show that progress has been made toward achieving the objectives of the grant and that funds are being expended in keeping with the project budget, in each case as the grant may be amended or extended and/or the budget reallocated from time to time pursuant to this Grant Agreement. The Foundation acknowledges that the actual

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work plan may need to be adapted by UNDP during the course of the project in order to accomplish the project objectives. UNDP acknowledges that it should request an amendment to the grant for any significant deviations from the work plan.

All documents listed above under "Reports/Documents Due," other than the signed grant agreement, are included in the "Deliverables" for purposes of this Grant Agreement.

**Narrative reports should:**

- Include an executive summary;
- Clearly indicate the time period that the report covers;
- Detail progress made in achieving the agreed upon milestones (if applicable);
- Indicate lessons learned that may inform your future work;
- Describe any challenges and how they were addressed;
- Indicate compliance with the terms of this Grant Agreement;
- Be signed by (or submitted electronically by or on behalf of) the principal investigator or another appropriate official of the organization.

**Financial reports should:**

- Specify the time period covered by the report;
- Be submitted in four columns: the first column should reflect the original budget, the second column should show actual expenditures against the budget categories, the third column should show the balance (budget minus expenditures), and the fourth column should show the percentage of change between columns one and two;
- Be in U.S. dollars, indicating exchange rates if converting from a different currency (adding columns to show the exchange rates, if necessary);
- Include a narrative explanation of any variances from the budget in excess of 10%;
- Include a statement that the grant funds were used solely for the purpose for which the grant was made;
- Be submitted in Excel if possible;
- If applicable, include a report on unexpended funds in addition to funds subsequently received if a prior financial report shows unexpended funds;
- Include a revised budget for the remainder of the grant if the report shows a significant balance on hand (and please note that if grant funds remain unpaid, the payment schedule for the remaining funds may be changed based on the new budget); and
- Be signed by (or submitted electronically by or on behalf of) a financial officer of the institution.

In addition, please send to the Foundation copies of all papers, manuscripts, and other materials produced that are a direct result of the Rockefeller Foundation's grant.

Reports should be submitted electronically if possible. Please note that there is no need to fax or mail a hard copy if you submit materials electronically.

**Budget.** Use of the grant funds is restricted to line items detailed in the budget approved for the grant (copy enclosed). You may, without seeking Foundation

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approval, reallocate up to 10% of funds from one budget category to another existing budget category. Prior to re-budgeting more than 10% of any category or creating a new budget line, a written request must be made to the Foundation. If a revised budget is approved, any subsequent financial reports should be based on the revised budget. The Foundation acknowledges that the budget includes cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services, at a rate of 7%.

**Evaluation.** All UNDP programmes and projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Kenya in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a project including an evaluation of its contribution to an outcome. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators. UNDP acknowledges that no additional Foundation funds will be provided for this evaluation.

**Equipment.** Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

**Requesting an Extension or Modification of the Grant.** To request an extension or modification of this grant, the UNDP must submit:

- A detailed explanation for the need for the change with an up-to-date narrative report and financial accounting; and
- A revised budget, if applicable.

Requests to modify a grant are necessary when the grantee must change the activities to be completed under the grant, add new budget categories, reallocate more than 10% of any budget category, or make other substantive changes to the project. Under no circumstances can the purpose of the grant be modified.

All extension and modification requests should be sent to, Nissa Puffer, Grants Specialist, [npuffer@rockfound.org](mailto:npuffer@rockfound.org). If the request is approved, the Foundation will send a letter to your organization modifying this Grant Agreement, which will include a revised schedule of deliverables and new payment terms, if applicable. The letter should be appended to the original Grant Agreement, and will be effective upon countersignature by a representative of UNDP.

**Staffing.** UNDP hereby agrees to notify the Foundation of any change in key personnel for this project. The Foundation will discuss any such change with UNDP in order determine an agreeable solution.

**Tax Status.** We have made this grant with the understanding that the United Nations Development Programme is an "international organization" designated by Executive Order under 22 United States Code section 288. You hereby agree to notify the Foundation promptly if there is any material change in your organizing documents or other information submitted to the Foundation during our consideration of this grant.

*Handwritten initials*

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**Accounting and Auditing.** The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Should an Audit Report of the Board of Auditors of UNDP to its governing body contain observations relevant to the contributions, such information shall be made available to the Foundation.

**Use of Grant Funds.** Grant funds may not be used for purposes other than those described in this Grant Agreement; funds not used for the purposes of the grant must be repaid to the Foundation. Any grant funds not used by the termination date of this grant will revert to the Foundation, after all commitments and liabilities incurred in the execution of the project have been satisfied and project activities brought to an orderly conclusion.

While the Foundation is providing support for this project, except as expressly noted in this Grant Agreement, sole responsibility for the supervision, direction and control of the conduct of the project lies with the United Nations Development Programme.

**Anti-Terrorism.** UNDP confirms that it does not, in accordance with its policies and procedures, engage in, promote or support any terrorist activity, and that it will give effect to applicable resolutions of the United Nations Security Council that prohibit the engagement, promotion or support of organizations or individuals involved in terrorist activities. The Foundation acknowledges that this provision does not create any obligations of UNDP under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of the United States that may apply to the Foundation, nor shall it be deemed a waiver, express or implied, of any privileges and immunities of UNDP.

**Termination of the Agreement.** After consultations have taken place between the Foundation and UNDP, and provided that the payments already received are, together with other funds available to the programme/project, sufficient to meet all commitments and liabilities incurred in the execution/implementation of the programme/project, this Grant Agreement may be terminated by UNDP or by the Foundation. The Agreement shall cease to be in force 30 (thirty) days after either of the parties have given notice in writing to the other party of its decision to terminate the Grant Agreement.

Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the execution/implementation of all or the part of the project, for which this Grant Agreement has been terminated, have been satisfied and project activities brought to an orderly conclusion.

**Intellectual Property.** All rights, title and interest in materials produced through this project remain with UNDP, provided that UNDP hereby grants a perpetual license to the Foundation to post the Deliverables on its web site and/or to link to the archive products from its website.

**Public Announcement of Grant and Dissemination of Grant-Related Products.** The Rockefeller Foundation encourages its grantees to announce grants in whatever way is most helpful to them. Grantees are free to disseminate information

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about their experiences and findings during the course of the project to those who might benefit from this knowledge.

Although the Foundation is providing financial support for UNDP's project, it is not responsible for the project, and it is important that all communications be clear on this point (e.g., stating that the Foundation is providing financial support for the project is accurate; stating that the Foundation is "sponsoring" the project is not). UNDP must receive approval, in advance, from the Foundation's Communications Office to use any language that purports to interpret the Foundation's intent in making the grant. The Foundation's Communications Office must also approve, in advance, any press release UNDP intends to issue concerning the awarding of the grant.

The Foundation shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNDP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Foundation. The Foundation recognizes that UNDP's name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

Notwithstanding the foregoing, the Foundation's web site will include a brief description of this grant. In addition, basic information about the grant is provided to the Foundation Center and to media and other organizations that provide grantseekers and researchers with information about the interests and activities of private foundations. Such information will generally be limited to UNDP's name, the amount of the grant, its duration, and the purpose of the grant as stated in this Grant Agreement under "Amount and Purpose of the Grant."

UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors, and may make other announcements of this grant, subject to the requirements outlined earlier in this section.

For further information or assistance related to communications concerning this grant, please contact the Foundation's Communications Office (e-mail: [media@rockfound.org](mailto:media@rockfound.org); phone: 212-869-8500; fax: 212-852-8441).

**Privileges and Immunities.** Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

**Entire Agreement.** This agreement constitutes the entire understanding between us with respect to its subject matter and supersedes all prior agreements, discussions or representations between us. Any extensions or amendments made pursuant to this Grant Agreement, described above, shall become an integral part of this Grant Agreement.

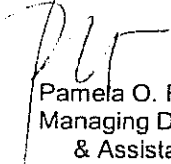
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**Entry into Force.** This Grant Agreement shall enter into force upon signature of the Grant Agreement by the Foundation and UNDP and the deposit of the first contribution to be made in accordance with the paragraph 4 of this Agreement.

It is a pleasure to report this action to you.

Sincerely yours,

  
Pamela O. Foster  
Managing Director, Grants Management  
& Assistant General Counsel

Copy to: Lena Sinha  
Tomoko Nishimoto  
Thomas Ole Kuyan  
Salome M'Mbogori

The undersigned organization agrees to the terms and conditions set forth in this letter.

UNITED NATIONS DEVELOPMENT PROGRAMME

Signed:   
Aeneas C. Cruzina

Name: Resident Representative

Title: \_\_\_\_\_

Date: 26 / 11 / 2009



## FUNDING PROPOSAL

### PROJECT TITLE:

Consolidating the gains from the Kenya National Dialogue and Reconciliation process

### EXPECTED OUTPUT(S)

- (a) Political dialogue maintained between the coalition partners and the Panel of Eminent African Personalities.
- (b) Findings from a comprehensive and coordinated monitoring and evaluation mechanism for the implementation of the KNDR agreements are processed and analyzed
- (c) *Records of the KNDR and the Commissions emanating from the KNDR are properly stored, archived and preserved (Information repository established).*

### NAME OF COMPONENT:

Kenya National Dialogue and Reconciliation (KNDR) Archives

### DURATION OF COMPONENT:

1 YEAR

### COMPONENT AMOUNT:

US\$864,963



## **Background**

Kenya faced the biggest crisis in its post-independence history following the general elections that took place on 27 December 2007. These elections were the fourth since the re-introduction of multiparty politics in 1992. The presidential election pitted President Mwai Kibaki and his Party of National Unity (PNU) against Mr. Raila Odinga, the leader of the Orange Democratic Movement (ODM), and Mr. Kalonzo Musyoka, head of ODM-Kenya, and six other candidates. In addition to the presidential contest, more than 2,500 candidates vied for 210 seats in the National Assembly. Members of local councils were also elected. The voter turnout was the highest on record, with about 69 percent of the registered voters casting their vote.

National and international observer delegations, including the Kenyan Elections Domestic Observations Forum (KEDOF), the Commonwealth and the EU observer delegations, among others, welcomed the high voter turnout, the general conduct of the polling and the counting process at the polling station level. However, these observers expressed concern over the “significant levels of ethnically-based violence,” the lack of transparency during the tabulation process of the presidential results at the constituency and central levels, and the biased reporting of the state media house, the Kenya Broadcasting Corporation.

While the election went well, the announcement of the outcome of the presidential election on 30 December 2007 was marred by confusion and tension. Despite advice from the electoral observers to delay the announcement in order to allow due process of re-counting the ballots, the Electoral Commission of Kenya (ECK) declared President Mwai Kibaki the winner. By contrast, the results of the parliamentary elections showed that the ODM had won 99 seats and the ruling PNU came second with 43 seats. The ODM disputed the outcome of the presidential election, stating that Mr. Raila Odinga was the winner. This triggered widespread violent demonstrations and looting in urban centres across the country, particularly in Nairobi and the Rift Valley. What began as post election mass protests turned into uncontrolled ethnic-based violence in some parts of the country, with 1,200 people reported killed and 300,000 displaced. Many of those killed were reported to be victims of excessive use of force by the police during the riots.

The International Community responded to the Kenyan crisis swiftly. A Panel of Eminent African Personalities, composed of former UN Secretary- General, Mr. Kofi Annan (Chairman), former President of Tanzania, Mr. Benjamin Mkapa and former South African First Lady, Mrs. Graca Machel,

was established to assist Kenyans in finding a peaceful solution to the crisis. Upon their arrival in Nairobi on 22 January, the members of the Panel were immediately assisted by the United Nations system in Kenya, including a team from the Department of Political Affairs which was deployed in Nairobi early in January to assess the political situation of the country and advise senior UN officials both in Nairobi and at the Headquarters.

Under the auspices of the Panel, President Kibaki's PNU and Mr. Odinga's ODM started negotiations on 29 January 2008, through the Kenyan National Dialogue and Reconciliation Committee (the KNDR or "National Dialogue"). The National Dialogue further decided to establish three important Commissions: the Independent Review Commission on the 2007 elections (IREC), the Commission of Inquiry into the Post-Election Violence (CIPEV), and the Truth, Justice, and Reconciliation Commission (TJRC). It also decided to pursue a comprehensive constitutional review process.

The mediation phase of the KNDR came to a close in July. The successor arrangement is a Coordination and Liaison Office (CLO) whose mandate is to assist in the implementation of the agreements reached by the National Dialogue and to support the Coalition Government as it seeks to address the root causes of the 2007 post-election crisis.

#### **COORDINATION AND LIAISON OFFICE**

**The overall objective of the Coordination and Liaison Office is to promote and facilitate the effective implementation of the KNDR agreements with a view to the sustainable realization of national development objectives through entrenchment of constitutionalism, democratic governance and national cohesion.**

The specific objectives for project implementation include:

- (i) To maintain the political dialogue between the coalition partners and the Panel. *Deliverable:*
  - The Panel's continued engagement during the post-mediation phase is assured and serviced with a view to providing a sustained mechanism for promoting the effective implementation of the KNDR agreements, facilitating the resolution of disputes, and providing support to the secretariats of the independent commissions.

(ii) To ensure that the findings of a comprehensive and coordinated monitoring and evaluation system for the implementation of the KNDR agreements are processed and analyzed. *Deliverables:*

- The CLO assists private research firm to establish a monitoring and evaluation mechanism
- Regular reports on ending the violence, addressing humanitarian issues, overcoming the political crisis, tackling long-term issues and implementing the recommendations of the independent commissions are prepared with a view to measuring progress, identifying constraints and informing decision-making on required actions.

(iii) To ensure that the wealth of knowledge and information created by the KNDR process is preserved for historical and lessons-learned purposes, and to improve national capacities for conflict prevention and mediation in Kenya and beyond. *Deliverable:*

- Archives of the KNDR process, including of the Commissions, are established and managed in accordance with best international standards and practices.

Towards achieving these objectives, the CLO, which will be headed by a Coordinator, will carry out the following activities:

- i) Assist the Panel in mobilising international support and resources for the implementation processes;
- ii) Undertake periodic consultations with the Kenya National Dialogue and Reconciliation team (Dialogue Team);
- iii) Keep the Dialogue Team informed about the status of donor contributions to the work of the Panel;
- iv) Liaise with the Coalition Government on the implementation of the reform agenda;
- v) Assist in the establishment and the smooth running of the Secretariats of the Commissions; review and coordinate the flow of information from those Secretariats to the Panel;
- vi) Help source international experts, as required, to assist the Coalition Government;
- vii) Provide support to the Panel for the periodic/episodic visits of its members, including for ad hoc facilitation missions;
- viii) Collaborate with the Dialogue Team to provide regular briefings to key stakeholders;
- ix) **Assist the Coalition Government to establish and manage the archives of the National Dialogue, including the Commissions;**
- x) Collaborate with UNDP to continue administering the project assistance to the Panel and the Commissions and provide reports to funding agencies.

- xi) Provide regular situation reports to the Panel and the AU through the Chair. ....

In responding to the terms of reference by the government, the CLO has undertaken the role of establishing and managing the archives of the National dialogue, including the Commissions by hiring a consultant to advice on the requirements of the task. This proposal is based on the report provided by the Consultant.

### **The KNDR Archives Project**

This project involves the assessment of archiving requirements for the KNDR records, and the development of policies, procedures and agreements for the, ownership, custody and management of the records.

### **Purpose of the KNDR Archives**

The purpose of the archives project is to preserve and maintain the records and documents from the KNDR process as well as to ensure that the wealth of knowledge and information created by the KNDR is preserved for official purposes and accessible, where possible, to the public including academics, students, and researchers. Because the records carry a clear account of a very defining moment in the history of Kenya, they will be invaluable to historians and social scientists. Lessons learned from the process can also be used to improve capacity for mediation and early preventive diplomacy in Kenya and beyond.

### **Long-term impact of the KNDR Archives**

The project will preserve factual records of events that took place before and after the 2007 General Elections, including evidence provided to the IREC and CIPEV Commissions. The records will aid the administration of justice in court proceedings before the Kenya Special Tribunal whose establishment was recommended by CIPEV. Other longer term effects of the KNDR process include constitutional, legal and institutional reforms; land reforms; tackling youth unemployment, poverty, inequity and regional development imbalances; consolidating national unity and cohesion; and addressing impunity, transparency and accountability.

### **The Project**

The project will comprise eight components as explained below:

### **1. Inventory of the Archival Records**

This part of the project entails gaining intellectual control over all of the material submitted to the CLO by the PEAP (Panel of Eminent African Personalities), IREC and CIPEV and creating a searchable database of the descriptive information on the records and their location. It also entails classification of the records, ensuring careful handling of the sensitive or confidential material which must be password-protected with an audit trail, and only accessible to individuals who have a legitimate reason for access and have prior approval from the relevant authorities.

Other materials to be added to the KNDR archives, in the future, include records from the proceedings of the Special Tribunal as well as the Truth, Justice and Reconciliation Commission.

A database will be created to input the inventory information. The database will have a simple thesaurus of the terms used to describe the records to aid researchers in successfully searching for the information that they are seeking.

NB: An inventory of the records of the mediation phase of the KNDR, the records of the Independent Review Commission and the records of the Commission of Inquiry into the post-election violence has been done. The records exist at a temporary repository at the AU building.

Budget for this component is US\$

### **2. Establishment of a temporary repository under the auspices of the AU – US\$28,750**

A temporary private archive under the auspices of the AU will be set up while stipulations set by the AU/CLO for transfer of custody of the KNDR archives to the proper authorities are being worked out.

A storeroom to house the records, equipped with the necessary facilities to help run the archives, will be expanded and maintained. The records will be stored in open steel shelving units which will maximize space usage. To protect the condition of the records, they will be placed in acid-free folders and acid free records boxes to be stored on the shelving. The storage room needs to be air conditioned, and maintained at a constant temperature of 70 degrees Fahrenheit.

NB. Although this temporary repository has been established, it is not furnished with the necessary equipment to maintain the records in good condition for longer term – e.g. open steel shelving.

### **3. Longer-Term ownership and custody of the Records – US\$5000**

The project will pursue efforts to sort out the legal issues of custody and ownership of the KNDR records, including consultations with relevant stakeholders, and negotiation of agreements/MOU on policies, procedures, confidentiality and security provisions to be imposed on the records for an appropriate period.

Once a decision has been made on the longer-term custody and ownership of the records, then transfer of the records will be made. This will entail the physical relocation of the records to the designated institution, provision of equipment, if necessary, and training to ensure the policies laid down for the management of the archives are adhered to.

The government has provided a liaison officer to help work out issues of custody and ownership of the KNDR records. In the meantime, the records will continue to be maintained at the temporary repository at the AU until such a time that as all outstanding issues have been resolved.

#### **4. Newspaper Clipping – US\$13,080**

This project will entail the compilation of relevant clippings from The Nation and The Standard newspapers from the pre-election campaign period through to the implementation phase to ensure that the print media's coverage of events is preserved for historical records. The clippings depicting news during this critical period may need to be updated later on to reflect important developments in the implementation process. Because newspaper is a fragile and non-permanent medium, the clippings will be scanned and entered into the database and also back-up copies on DVD will be created. These materials will likely also be included on the website to be developed for hosting the film footage.

#### **5. Broadcast News – Raw Footage – US\$230,000; Editing – US\$125,000; Storage – US\$26,000; Total - US\$381,000**

In order to permanently capture the television news coverage of this crucial period, the project will commission the compilation of original news reports and footage covering key events from pre-election campaigning to the implementation phase. The component will be broken down into three parts: 1) purchase of raw footage; 2) editing the information and 3) storing in tapes. The compilation may need to be updated later on to reflect important developments in the implementation process.

#### **6. Oral history – US\$14,500**

Oral history is a critical method of data preservation, capturing insights, anecdotes and lessons from key actors before memories fade, and which written records may not adequately reflect. As part of the historical records, videotaped interviews with Mr. Kofi Annan and other key participants in the KNDR process could be made to augment the written records with first-hand accounts of the events. In addition to Mr. Annan discussing his role in the mediation process and the formation of the coalition government, it would enhance the records to conduct interviews with other important stakeholders including Judge Johann Kriegler, Judge Phillip Waki, all members of the Dialogue Team, the Speaker of the National Assembly, some AU officials, and some members of the business community, civil society and religious groups.

The interviews should be conducted by someone trusted by the interviewees and who has intimate familiarity with the events. Questions should be prepared in advance and should seek the personal views of each individual about his/her participation in events with a view to expanding understanding beyond the written record. The questions should be distributed to each individual before the interviews to allow them to prepare to answer the questions fully. Legal consent forms should be signed to agree to allow researchers access to the videotapes. Each interviewee should have the right to view the videotape, if he/she desires to do so, before signing the consent form. Each individual should have the right to place reasonable restrictions on the time that must elapse before the videotapes are made available to the public. The international standard of thirty years access policy should be the minimum allowed.

#### **7. Creation of a Website – US\$95,000**

The project will establish a website, or expand the current KNDR website, to allow access of unrestricted records to the general public, the media and other stakeholders. The Website will also have a link to the database for researchers to carry out online searches for the specific records that are in the collection. This would facilitate use of the archives nationally and internationally. Downloading of unrestricted documents could be made available through the Website. While this funding would provide for 1 year of hosting, the CLO will seek other partners for continued hosting. Google has been approached, and continue free hosting under Google is under discussion.

#### **8. Digitization of the Records – US\$80,000**

The Panel of Eminent African Personalities was set up as a result of President Kufuor's visit to Kenya from 8 to 10 January 2008, in his capacity as the then Chairperson of the AU. Upon their arrival in Nairobi on 22 January, the members of the Panel were immediately assisted by the United Nations

system in Kenya, including a team from the Department of Political Affairs which was deployed in Nairobi early in January to assess the political situation of the country and advise senior UN officials both in Nairobi and at the Headquarters.

Based on discussions between Mr. Ban and Mr. Annan, it was decided that the UN would formally support the mediation efforts of the Panel. By the end of January 2008, a full-fledged Panel Secretariat, which included UN staff members, staff of the Geneva-based mediation foundation “Centre for Humanitarian Dialogue” (CHD), AU staff and non-affiliated experts, had been established. The Panel also benefited from the support of the international donor community. As a result of this AU/UN collaboration, the Panel would like to present digitized copies of the Archives to the African Union and the United Nations. The digitization will also serve as a back up to the printed documents once they are properly archived and stored.

Due to the sensitivity of the records that will be digitized, it is recommended that a non-Kenyan company be subcontracted to carry out the digitization task.

## **Personnel**

### **1. Consultant Archivist – 3-4 months (Recruited under the CLO project budget)**

A Consultant Archivist with a minimum of 10 years of experience whose tasks will be to conduct best practice policy-oriented research and draft policy, procedures and guidelines on maintenance of Kenya National Dialogue and Reconciliation records in all formats including electronic record-keeping, with an emphasis on the transfer of custody, long-term preservation of electronic records, and other multimedia records (photo, video, film, audio, graphics, and database structures). The consultant will also provide advisory services to the CLO on all areas relating to Records Management and Archives Administration, and make recommendations relating to both current and future information management policies and procedures for records keeping.

### **2. Professional Archivist – 1 year – US\$150,144**

A professional in archives administration with at least seven years of experience. Main tasks and responsibilities will be to interpret and implement the policies put in place by the consultant archivist on a day-to-day basis. The Archivist will also be expected to manage the KNDR Archives during the period it is under the auspices of the AU/CLO, and to oversee the transfer of the archives to the institution designated as the longer-term custodian.



Due to the sensitivity of the work to be undertaken by the professional archivist, a Kenyan national may come under undue pressure to reveal information on the record. To avoid placing any individual under such a situation, it is recommended that the position be filled by a non-Kenyan. The archivist has already been selected and the CV is attached as part of this proposal.

**3. Consultant Sociologist/Journalist – 2 month – US\$15,532**

A Consultant Socialist/Journalist with at least seven years of experience whose tasks will be to prepare a questionnaire that will be used to conduct interviews of Kofi Annan and all key stakeholders of the KNDR including Judge Johann Kriegler, Judge Phillip Waki, all members of the Dialogue Team, the Speaker of the National Assembly and some representatives of the business community, civil society and religious groups for purposes of recording an oral history of the KNDR process.

**4. Temporary Clerk - 2 months – US\$3,520**

A clerk will be hired to assist with scanning of newspaper clippings.

**Subcontracts**

**1. Media**

A media company with the capability of video-taping interviews, editing and producing the Oral History project.

2. A company to compile raw footage on events that took place during the campaign period and during the mediation phase and set it up in the archives website.

**3. Digitization**

A company with a capacity to digitize the records. Due to the sensitivity of the records, the company would be internationally sourced and would work in-house.

**Equipment and Supplies for temporary repository**

The equipment and supplies referred to below will facilitate the running of the temporary repository at the African Union.:

1. 2 Library Tables
2. 8 Library Chairs
3. 2 book trucks
4. Shelving Units
6. Xerox Copier
7. Scanner

8. Archival Storage Boxes
9. Acid Free Folders
10. Audio Visual Equipment DVDs, CDS, Players etc for archival AV sampling

**Work Plan and Implementation Schedule**

Activity/Component	2008			2009									
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
Inventory of the Archival Records													
Establishment of a temporary repository													
Establishment of a permanent repository													
Newspaper clipping													
Broadcast news													
Oral History													
Creation of a website													
Digitization of the records													

Budget for KNDR Archives

	Rate in US\$	Distributor	Amount in US\$	Unit
<b>Personnel</b>				
Archivist (1 year)	7200	Professional Archivist @US\$7000 per month for 1 year DSA to be paid at 100% for the first 60 days, at 75% for the	86,400	12 months
DSA	256	next 60 days and at 60% thereafter	63,744	12 months
Consultant Sociologist/Journalist	450	A consultant sociologist/journalist to prepare questions for the oral history interviews and conduct the interviews	9,900	22 days
DSA	256	DSA @ \$256 per day	5,632	22 days
Data Entry Clerk (2 months)	80	An entry Data clerk @ \$80 per day for 3 months	3,520	44 days
<b>Sub Total</b>			<b>169,196</b>	
<b>Components</b>				
Newspaper clipping component	70	2 clipping Clerks for a duration of three weeks each @US\$70 per day + Scanning and printing US\$10000	13,080	22 days
Broadcast Component	657	approximately 350 hours of Raw footage	230,000	350 hours
		purchase of DV Cam Tape stock @US\$26,000	26,000	
		Editing and organising of the content @ US\$125,000	125,000	
Oral History component	1450	Interviews with at least 20 people for approx. 20 days. Fully kitted Camera crew @ \$750 per day. Cost of producer and editor @US\$350 per day per person.	14,500	10 days
Digitization component	1000	Approx. 50 metric tonnes @ US\$1000 per metric tonne. Create an online platform that will allow easy access to all KNDR material including enabling viewing of raw video on new bulletings and media broadcasts during the pre and post election period	80,000	80 metric tonnes
Website			95,000	
<b>Sub Total</b>			<b>583,580</b>	
<b>Equipment and Supplies for temporary repository</b>				
Photocopier (rented yearly)	1000	Rented @US\$1000 per month	12,000	12 months
Scanner	200	Rented @US\$500 per month	2,400	12 months
Computers (4)		Computers already exist at the CLO	-	
2 Library Tables			2,000	
8 Library chairs			3,000	
Metal shelving Units			4,000	
Storage Cartoons and Acid Free Folders			3,350	
Archival Storage Cartons			1,000	
Audio Visual Equipment			1,000	
<b>Sub total</b>			<b>28,750</b>	
Transfer of Records	5000	Approximate cost of hiring a vehicle to transfer the documents to permanent repository packing and loading and offloading	5,000	1
Communication/Miscellaneous	500	Miscellaneous charges @500 per month for one year	6,000	12 months
2% Audit costs			15,851	
<b>Total</b>			<b>808,377</b>	
7% UNDP GMS			56,586	
<b>GRAND TOTAL</b>			<b>864,963</b>	

\* A consultant Archivist was recruited and charged to the Coordination and Liaison Office budget.