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PROJECT AGREEMENT  
BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),  
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND

The Telecommunications Authority

AN AGENCY OF THE GOVERNMENT OF The Republic of Liberia

FY 1971  
TC FUNDS

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

1. PROJECT/ACTIVITY NO. **669-51-270-111** PAGE 1 OF 6 PAGES

2. AGREEMENT NO. **1011** 3.  ORIGINAL OR REVISION NO. \_\_\_\_\_

- PROJECT DESCRIPTION ANNEX A  FOREIGN CURRENCY STANDARD PROVISIONS ANNEX
- STANDARD PROVISIONS ANNEX  SPECIAL LOAN PROVISIONS ANNEX

4. PROJECT/ACTIVITY TITLE  
**Telecommunications Authority Management**

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE **Oct. 6, 1955**

5. PROJECT DESCRIPTION AND EXPLANATION  
**(See Annex A attached)**

ECONOMIC COOPERATION AGREEMENT DATE \_\_\_\_\_

6. AID APPROPRIATION SYMBOL **72-1111004** 7. AID ALLOTMENT SYMBOL **154-50-669-00-69-11**

(other) DATE \_\_\_\_\_

8. AID FINANCING	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
<input type="checkbox"/> DOLLARS <input type="checkbox"/> LOCAL CURRENCY				
(a) Total		450,000		450,000
(b) Contract Services		450,000		450,000
(c) Commodities				
(d) Other Costs				
9. COOPERATING AGENCY FINANCING - DOLLAR EQUIVALENT				
51,000				
(a) Total		50,500		50,500
(b) Technical and other Services		50,500		50,500
(c) Commodities				
(d) Other Costs				

10. SPECIAL PROVISIONS (Use Additional Continuation Sheet, if Necessary)

See Special Provisions continuation sheet on page 6.

11. DATE OF ORIGINAL AGREEMENT **May 28, 1971** 12. DATE OF THIS REVISION **May 28, 1971** 13. ESTIMATED FINAL CONTRIBUTION DATE **December 28, 1973**

14. FOR THE COOPERATING GOVERNMENT OR AGENCY  
**Executive Secretary General, T. A.**  
SIGNATURE: *[Signature]* DATE: **26/5/71**  
TITLE: **Acting Chairman, T.A.**

15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT  
**Director, USAID Mission to Liberia**  
SIGNATURE: *[Signature]* DATE: **5/28/71**  
TITLE: **Director, USAID Mission to Liberia**

*[Signature]*  
Secretary, Department of Planning and Economic Affairs, R.L.

*[Signature]*  
Secretary of the Treasury, R.L.

PROAG  
CONTINUATION  
SHEET

ANNEX A

**PROJECT AGREEMENT  
BETWEEN AID AND**

**The Telecommunications Authority**

**AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia**

1. Project/Activity No.

669-51-270-111

PAGE 2 OF 6 PAGES

2. Agreement No.

1011

3.  Original or

Revision No. \_\_\_\_\_

3. Project/Activity Title

**Telecommunications Authority Management**

USAID

Clearances:

ENG HS  
AD DP  
FR WJ  
EO CPH  
SMO CON  
CON WJ

**I. Description**

This agreement between the U.S. Agency for International Development (USAID), an agency of the Government of the United States of America, the Telecommunications Authority (TA), an independent agency within the Government of the Republic of Liberia as created by the Legislative Act of April 17, 1967 and the Government of the Republic of Liberia (GOL) commences an activity to assist the TA and train TA personnel for a two (2) year period.

**II. Objectives**

A. The Telecommunications Authority will seek to achieve, with the assistance of a U.S. management firm, the following objectives:

1. The organizing and planning in operation of a telecommunications authority capable of functioning as an independent agency within the GOL on a sound management and fiscal basis.
2. The maximum utilization of the existing facilities so as to provide improved service to the system's subscribers by upgrading and integrating the diverse elements of the physical plant.
3. The rehabilitation of the existing telecommunications system and the placing of its technical operations and maintenance on a sound functioning basis.
4. The introduction of financial planning techniques which will permit the accumulation of surpluses from operating revenues for renewal and rehabilitation of physical plant and for financing substantial portions of system expansion.
5. Planning for an orderly expansion of the system consistent with forecasts of demand growth.
6. The training of Liberians in the technical and managerial skill-areas which will enable them to assume total responsibility for the system's operation.

B. The funds provided under this agreement will be used to finance a management contract with a US firm qualified in the business management and technical operation of a Telecommunications system consisting of complex combinations of telephone inside and outside plant and including

For the Cooperating Government or Agency  
Executive (Secretary General, F.A.  
SIGNATURE: [Signature] DATE: 2/24/71  
TITLE: Acting Chairman, F. A.

For the Agency for International Development  
SIGNATURE: [Signature] DATE: 5/28/71  
TITLE: \_\_\_\_\_

**PROJECT AGREEMENT  
BETWEEN AID AND**

**The Telecommunications Authority**

**AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia**

1. Project/Activity No.  
**669-51-270-111**

PAGE 3 OF 6 PAGES

2. Agreement No.  
**1011**

3.  Original or  
Revision No. \_\_\_\_\_

3. Project/Activity Title

**Telecommunications Authority Management**

wire lines, cable and radio circuits. Initially, under this management contract two expatriate personnel, a General Manager and a Controller, will be provided to assist in establishing the Telecommunications Authority and in planning the operating organization. Simultaneously, under the contract's term of reference, an Operations Manager and four (4) installation/maintenance telecommunications technicians will be assigned to assess the condition of the physical plant and the qualifications of the maintenance staff and to prescribe the immediate remedies needed to properly maintain the equipment and provide adequate service within the capabilities of the existing plant. Approximately four months later this initial group will be expanded to a full management team of up to 16 experts to operate and manage the system and to train the assigned Liberian counterparts to take over the positions at the earliest possible date.

The contractor will arrange participant training in the United States for up to 27 Liberian personnel either in his own facilities or by placing participants in appropriate firms or institutions where such training can be provided. Candidates for such training shall be approved by USAID/Liberia prior to their being officially notified of acceptance for training courses.

**III. Specific Commitments Under this Project Agreement**

A. The United States Government through USAID agrees to provide the following assistance during U.S. Fiscal Year 1971, subject to satisfactory implementation of mutual commitments hereunder:

1. Funding up to \$400,000 (as specified in Block 8 of the grant face sheet of this agreement) to finance contract services as specified in IIB.

2. Funding up to \$50,000 under the management contract for the purchase of testing and training equipment and supplies.

B. The Telecommunications Authority, agreeing to the general terms and provisions further agrees that it shall:

1. Enforce the payment of all delinquent accounts for telecommunications service from any and all individuals and firms;

2. Provide personnel as counterparts with the expatriate staff, whose services are provided under this Agreement, and candidates for other staff positions, all of whom are qualified to receive

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PROJECT AGREEMENT  
BETWEEN AID AND**

**The Telecommunications Authority**

**AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia**

1. Project/Activity No.  
**669-51-270-111**

PAGE 4 OF 6 PAGES

2. Agreement No.  
**1011**

3.  Original or  
Revision No. \_\_\_\_\_

3. Project/Activity Title  
**Telecommunications Authority Management**

the relevant training, and to be guided by the expatriate staff recommendations on such selections;

3. Adopt a personnel system of pay and incentive advancements for qualified staff as well as fair and effective means for selecting out unqualified staff, giving full consideration to recommendations of the expatriate staff whose services are provided under this Agreement in the adoption of such a system; and

4. Place full responsibility on and allow full operating authority within the limits of Liberian law, to the expatriate personnel whose services are provided under this Agreement during the first two (2) years of this Project.

C. The Government of the Republic of Liberia, agreeing to the general terms and provisions, further agrees that it shall:

1. Enforce the payment of all delinquent accounts for telecommunications service from any and all individuals and firms;

2. Take such action as may be required under Liberian law to assure that the present debts for the existing telecommunications facilities will not become a debt of the Telecommunications Authority for at least five (5) years from the date of this Agreement and that, following said stated period, the Telecommunications Authority will not be required to assume repayment of any such present debts which would exceed its operating surplus, less a reserve for the cost of any expatriate technical assistance the Telecommunications Authority would still require; provided, however, the Telecommunications Authority will be required, unless otherwise provided, to meet any repayment of additional capital costs for service improvement and system expansion, and; provided, further, that if, notwithstanding any action taken under this provision, the Telecommunications Authority is compelled to pay any such indebtedness, the Government of the Republic of Liberia shall reimburse the Telecommunications Authority for the full amount of any such payment;

3. Use its best efforts to cause the Telecommunications Authority to comply fully with all the Telecommunications Authority's commitments in this Agreement;

4. Provide funds from its budget to pay the base GOL salaries of all expatriate personnel contracted for by the Telecommunications

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PROJECT AGREEMENT  
BETWEEN AID AND**

**The Telecommunications Authority**

**AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia**

1. Project/Activity No.  
**669-51-270-111**

PAGE 2 OF 6 PAGES

2. Agreement No.  
**1011**

3.  Original or  
Revision No. \_\_\_\_\_

3. Project/Activity Title  
**Telecommunications Authority Management**

Authority under this project agreement. The total amount estimated for these base salaries for one year is \$50,500.

D. Within the period of the Agreement and in accordance with the Project Proposal concerning the Operations Manager's Report, USAID agrees to give priority consideration to the Telecommunications Authority Request for a Development Loan as may be required, for rehabilitation of the existing telecommunications system for purposes of upgrading the installation and bringing the system to operating efficiency, and if necessary, funding for plant expansion and needed residual expatriate assistance.

**IV. Duration and Termination**

A. The future extent and nature of joining participation in meeting the objectives of this project shall be subject to:

1. Mutually satisfactory experience with the implementation of activities hereunder;
2. Availability of funds for U.S. assistance as well as future U.S. government policies; and
3. The continued support of the project within the priorities established by AID/W and the GOL.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PROAG  
CONTINUATION  
SHEET

ANNEX A

**PROJECT AGREEMENT  
BETWEEN AID AND**

**The Telecommunications Authority**

**AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia**

**Block 10. Special Provisions**

1. Project/Activity No.  
**669-51-270-111**

PAGE 6 OF 6 PAGES

2. Agreement No.  
**1011**

3.  Original or  
Revision No. \_\_\_\_\_

3. Project/Activity Title

**Telecommunications Authority Management**

a. The Telecommunications Authority agrees that, when available and appropriate, any project commodities provided under this Agreement may be furnished from U.S. excess equipment stocks.

b. It is mutually understood that the meaning of Item G of the AID Standard Provisions Annex cited above includes, inter alia, that title to project commodities, unless otherwise stipulated, is vested in the Telecommunications Authority, and that title thereto passes when the goods are delivered to the international carrier.

c. The Telecommunications Authority agrees that it shall provide funds for operating, maintenance and repair costs of all GOL-titled equipment financed by AID under this Agreement.

d. In accordance with Item N of the AID Standard Provisions Annex cited above, the Telecommunications Authority agrees to furnish the USAID Mission receiving-inspection reports and to maintain separate property records for all EA-titled commodities financed by AID.

e. It is mutually understood that the meaning of Item M of the AID Standard Provisions Annex includes, inter alia, the authority for AID to de-obligate funds provided herein under the following circumstances:

- (1) Non-timely sub-obligation of funds for commodities and/or services.
- (2) If surplus balances remain after commodities and/or services specified herein have been delivered and/or furnished and payment has been made, or after final contracts have been executed.
- (3) If AID is unable to furnish the specified commodities and/or services provided herein, or if the specified work cannot be performed.

f. The USAID Mission may issue non-substantive amendments effecting minor changes and adjustments in program documents which may be required to meet AID administrative procedures.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRO AG

**PROJECT AGREEMENT**  
**BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),**  
**AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND**  
**PUBLIC UTILITIES AUTHORITY**

AN AGENCY OF THE GOVERNMENT OF **The Republic Of Liberia**

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

- PROJECT DESCRIPTION ANNEX A     FOREIGN CURRENCY STANDARD PROVISIONS ANNEX  
 STANDARD PROVISIONS ANNEX     SPECIAL LOAN PROVISIONS ANNEX

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT OR TECHNICAL COOPERATION    DATE **Oct. 6, 1955**

ECONOMIC COOPERATION AGREEMENT    DATE

(other)    DATE

E. AID FINANCING  
 DOLLAR     LOCAL CURRENCY    PREVIOUS TOTAL (A)

	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
(a) Total	310,000		310,000
(b) Contract Services	290,000		290,000
(c) Commodities	20,000		20,000
(d) Other Costs			
D. COOPERATING AGENCY FINANCING - DOLLAR EQUIVALENT			
(a) Total	50,500		50,500
(b) Technical and other Services	50,500		50,500
(c) Commodities			
(d) Other Costs			

1. PROJECT/ACTIVITY NO. **669-51-270-111**    PAGE 1 OF 6 PAGES

2. AGREEMENT NO. **2013**    3.  ORIGINAL OR REVISION NO.

4. PROJECT/ACTIVITY TITLE  
**Public Utilities Authority  
 Telecommunications Division Management**

5. PROJECT DESCRIPTION AND EXPLANATION  
 (See Annex A attached)

6. AID APPROPRIATION SYMBOL **72-1121004**    7. AID ALLOTMENT SYMBOL **254-50-669-00-69-28**

10. SPECIAL PROVISIONS (Use Additional Continuation Sheets, if Necessary)  
**This ProAg supersedes all the provisions and terms of ProAg 1011 and its amendments.**  
**U.S. Government funding provided herein supplements funds provided in FY71 under FIO/T 11127 and its amendment for a total U.S. Government contribution to date of \$1,425,000. The above GOL contribution of \$50,500 increases the total GOL contribution to date to \$101,000.**

11. DATE OF ORIGINAL AGREEMENT **June 30, 1972**    12. DATE OF THIS REVISION  
 13. ESTIMATED FINAL CONTRIBUTION DATE **December 30, 1974**

14. FOR THE COOPERATING GOVERNMENT OR AGENCY  
 SIGNATURE: *[Signature]*    DATE: **10/30/72**  
 TITLE: **Chairman, Public Utilities Authority**

15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT  
 SIGNATURE: *[Signature]*    DATE: **10/30/72**  
 TITLE: **Director, USAID/Liberia**

Minister of Planning & Economic Affairs, R.L.

Minister of Finance, R.L.

PROJECT AGREEMENT

BETWEEN AID AND  
Public Utilities Authority  
Telecommunications Division

1. Project/Activity No.  
540-51-270-111  
2. Agreement No.  
2013

3.  Original or  
Revision No. \_\_\_\_\_

PROAC  
CONTINUATION  
SHEET

ANNEX A

AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia

3. Project/Activity Title  
Public Utilities Authority  
Telecommunications Division Management

I. Description

This agreement between the U.S. Agency for International Development (USAID), an agency of the Government of the United States of America, the Public Utilities Authority (PUA), an independent agency within the Government of the Republic of Liberia and the Government of the Republic of Liberia (GOL) continues an activity to assist the PUA Telecommunications Division and train their personnel for a two (2) year period.

II. Objectives

A. The PUA Telecommunications Division will seek to achieve, with the assistance of a U.S. management firm, the following objectives:

1. The organizing and placing in operation a Telecommunications Division capable of functioning as an independent agency within the GOL and PUA on a sound management and fiscal basis.
2. The maximum utilization of the existing facilities so as to provide improved service to the system's subscribers by upgrading and integrating the diverse elements of the physical plant.
3. The rehabilitation of the existing telecommunications system and the placing of its technical operations and maintenance on a sound functioning basis.
4. The introduction of financial planning techniques which will permit the accumulation of surpluses from operating revenues for renewal and rehabilitation of physical plant and for financing substantial portions of system expansion.
5. Planning for an orderly expansion of the system consistent with forecasts of demand growth.
6. The training of Liberians in the technical and managerial skill-areas which will enable them to assume total responsibility for the system's operation.

B. The funds provided under this agreement will be used to finance a management contract with a U.S. firm qualified in the business management and technical operation of a telecommunications system consisting of complex combinations of telephone inside and outside plant and including wire lines, cable and radio circuits. Initially, under this

USAID  
Clearance

ENR  
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For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

*[Handwritten signature]*

PROJECT AGREEMENT

BETWEEN AID AND

Public Utilities Authority  
Telecommunications Division

AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia

1. Project/Activity No.  
669-51-270-111

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2. Agreement No.  
2013

3.  Original or  
Revision No. \_\_\_\_\_

3. Project/Activity Title  
Public Utilities Authority  
Telecommunications Division

management contract two expatriate personnel, a General Manager and a Controller, will be provided to assist in establishing the Telecommunications Division and in planning the operating organization. Simultaneously, under the contract's term of reference, a Operations Manager and four (4) installation/maintenance telecommunications technicians will be assigned to assess the condition of the physical plant and the qualifications of the maintenance staff and to prescribe the immediate remedies needed to properly maintain the equipment and provide adequate service within the capabilities of the existing plant. Approximately four months later this initial group will be expanded to a full management team of up to 19 experts to operate and manage the system and to train the assigned Liberian counterparts to take over the positions at the earliest possible date.

The contractor will arrange training both in Liberia and United States for Liberian personnel either in his own facilities, on-the-job training, or by placing participants in appropriate firms or institutions where such training can be provided. Candidates for such offshore training shall be approved by USAID/Liberia prior to their being officially notified of acceptance for training courses.

III. Specific Commitments Under this Project Agreement

A. The United States Government through USAID agrees to provide the following assistance during U.S. Fiscal Year 1972, subject to satisfactory implementation of mutual commitments hereunder:

1. Funding of \$310,000 to finance contract services as specified under Section II.B. of this agreement. This amount supplements original funding provided during FY 1971 under ProAg 1011 and its amendment thus increasing the total U.S. Government grant financial assistance provided to date to finance the above contract services and other costs to a new total of \$1,425,000. Expenditures from this amount are authorized as follows:

- a) up to \$1,090,000 under a Letter of Commitment (L/Com.);
- b) up to \$315,000 for local reimbursable costs; and
- c) up to \$20,000 to purchase four vehicles for the PUA Telecommunications Division motor pool.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PROJECT AGREEMENT**

BETWEEN AID AND

**Public Utilities Authority  
Telecommunications Division**

**AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia**

1. Project/Activity No.

659-51-270-111

PAGE 4 OF 6 PAGES

2. Agreement No.

2013

3.  Original or  
Revision No. \_\_\_\_\_

3. Project/Activity Title

**Public Utilities Authority  
Telecommunications Division**

B. The Public Utilities Authority, agreeing to the general terms and provisions further agrees that it shall:

1. Enforce the payment of all delinquent accounts for Telecommunications Division services from any and all individuals and firms;

2. Provide Telecommunications Division personnel as Counterparts with the expatriate staff, whose services are provided under this Agreement, and candidates for other staff positions, all of whom are qualified to receive the relevant training, and to be guided by the expatriate staff recommendations on such selections;

3. Adopt a personnel system of pay and incentive advancements for qualified staff as well as fair and effective means for selecting out unqualified staff, giving full consideration to recommendations of the expatriate staff whose services are provided under this Agreement in the adoption of such a system; and

4. Place full responsibility on and allow full operating authority within the limits of Liberian law, to the expatriate personnel whose services are provided under this Agreement during the first two (2) years of this Project.

C. The Government of the Republic of Liberia, agreeing to the general terms and provisions further agrees that it shall:

1. Enforce the payment of all delinquent accounts for Telecommunications Division services from any and all individuals and firms;

2. Take such action as may be required under Liberian law to assure that the present debts for the existing telecommunications facilities will not become a debt of the Public Utilities Authority for at least five (5) years from the date of this Agreement and that, following said stated period, the PUA will not be required to assume repayment of any such present debts which would exceed its operating surplus, less a reserve for the cost of any expatriate technical assistance the PUA Telecommunications Division would still require; provided, however, the PUA will be required, unless otherwise provided, to meet any repayment

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PROAC  
CONTINUATION  
SHEET

ANNEX A

**PROJECT AGREEMENT**  
BETWEEN AID AND THE  
**Public Utilities Authority  
Telecommunications Division**

**AN AGENCY OF THE GOVERNMENT OF  
The Republic of Liberia**

1. Project/Activity No. <u>650-51-270-111</u>	PAGE <u>5</u> OF <u>6</u> PAGES
2. Agreement No. <u>2013</u>	3. <input checked="" type="checkbox"/> Original or Revision No. _____
3. Project/Activity Title <b>Public Utilities Authority Telecommunications Division</b>	

of additional capital costs for service improvement and system expansion, and; provided, further, that if, notwithstanding any action taken under this provision, the PUA is compelled to pay any such indebtedness, the Government of the Republic of Liberia shall reimburse the Public Utilities Authority Telecommunications Division for the full amount of any such payment;

3. Use its best efforts to cause the Public Utilities Authority to comply fully with all the commitments in this Agreement;

4. Provide funds from its budget to pay the base GOL salaries of all expatriate personnel contracted for by the Public Utilities Authority Telecommunications Division under this project agreement. The total amount estimated for these base salaries for two years is \$101,000.

D. Within the period of the Agreement and in accordance with the Project Proposal concerning the General Manager's Report, USAID agrees to give priority consideration to the Public Utilities Authority request for a Development Loan as may be required, for rehabilitation of the existing telecommunications system for purposes of upgrading the installation and bringing the system to full operating efficiency, and if necessary, funding for plant expansion and needed residual expatriate assistance.

**IV. Duration and Termination**

A. The future extent and nature of joining participation in meeting the objectives of this project shall be subject to:

1. Mutually satisfactory experience with the implementation of activities hereunder;

2. Availability of funds for U.S. assistance as well as future U.S. government policies; and

3. The continued support of the project within the priorities established by AID/W and the GOL.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PROJECT AGREEMENT**

BETWEEN US AID  
**Public Utilities Authority  
Telecommunications Division**

AN AGENCY OF THE GOVERNMENT OF  
**The Republic of Liberia**

1. Project/Activity No.

**60-41-270-311**

PAGE **6** OF **6** PAGES

2. Reporting No.

**2013**

3.  Original or

Revision No. \_\_\_\_\_

3. Project/Activity Title

**Public Utilities Authority  
Telecommunications Division**

**Block 10. Special Provisions**

a. The Public Utilities Authority agrees that when available and appropriate, any project commodities provided under this Agreement may be furnished from U.S. excess equipment stocks.

b. It is mutually understood that the meaning of Item G of the AID Standard Provisions Annex cited above includes, inter alia, that title to project commodities, unless otherwise stipulated, is vested in the Public Utilities Authority Telecommunications Division, and that title thereto passes when the goods are delivered to the international carrier.

c. The Telecommunications Division agrees that it shall provide funds for operating, maintenance and repair costs of all GOL-titled equipment financed by AID under this Agreement.

d. In accordance with Item N of the AID Standard Provisions Annex cited above, the Telecommunications Division agrees to furnish the USAID Mission receiving-inspection reports and to maintain separate property records for all Telecommunications Division-titled commodities financed by AID.

e. It is mutually understood that the meaning of Item M of the AID Standard Provisions Annex includes, inter alia, the authority for AID to re-obligate funds provided herein under the following circumstances:

- (1) Non-timely sub-obligation of funds for commodities and/or services.
- (2) If surplus balances remain after commodities and/or services specified herein have been delivered and/or furnished and payment has been made, or after final contracts have been executed.
- (3) If AID is unable to furnish the specified commodities and/or services provided herein, or if the specified work cannot be performed.

f. The USAID Mission may issue non-substantive amendments effecting minor changes and adjustments in program documents which may be required to meet AID administrative procedures.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRO AG

**PROJECT AGREEMENT**  
**BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),**  
**AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND**  
**PUBLIC UTILITIES AUTHORITY**  
**AN AGENCY OF THE GOVERNMENT OF THE REPUBLIC OF LIBERIA**

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

1. PROJECT/ACTIVITY NO. **669-51-270-111** PAGE 1 OF 1 PAGES

2. AGREEMENT NO. **FY 1973-7** 3.  ORIGINAL OR  COPY NO. \_\_\_\_\_

4. PROJECT/ACTIVITY TITLE  
**Public Utilities Authority  
 Telecommunications Division  
 Management.**

PROJECT DESCRIPTION ANNEX A  FOREIGN CURRENCY STANDARD PROVISIONS ANNEX  
 STANDARD PROVISIONS ANNEX  SPECIAL LOAN PROVISIONS ANNEX

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT FOR TECHNICAL COOPERATION! DATE **Oct. 6, 1959**

5. PROJECT DESCRIPTION AND EXPLANATION  
**(See Annex A attached)**

ECONOMIC COOPERATION AGREEMENT DATE \_\_\_\_\_

6. AID APPROPRIATION SYMBOL **72-1131004** 7. AID ALLOTMENT SYMBOL **354-50-669-00-69-31**

(other) DATE \_\_\_\_\_

8. AID FINANCING		PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
<input checked="" type="checkbox"/> DOLLARS	<input type="checkbox"/> LOCAL CURR ACV				
(a) Total			\$460,000		\$460,000
(b) Contract Services			460,000		460,000
(c) Commodities					
(d) Other Costs					
9. COOPERATING AGENCY FINANCING - DOLLAR EQUIVALENT					
\$1.00=					
(a) Total					
(b) Technical and other Services					
(c) Commodities					
(d) Other Costs					

10. SPECIAL PROVISIONS (Use Additional Continuation Sheets, if Necessary)  
 This Agreement, consisting of face sheet only, provides \$460,000 to supplement the total of \$1,425,000 previously provided for the above activity under Pro/Ag 1011 and its amendments and Pro/Ag 2013 for a grand total USAID funding to date of \$1,885,000 to cover the services provided by GT&E under a host country contract. The above \$460,000 completes USAID grant funding for this project.

11. DATE OF ORIGINAL AGREEMENT **May 11, 1973** 12. DATE OF THIS REVISION \_\_\_\_\_ 13. ESTIMATED FINAL CONTRIBUTION DATE **December 31, 1974**

14. FOR THE COOPERATING GOVERNMENT OR AGENCY  
 SIGNATURE: *[Signature]* DATE: \_\_\_\_\_ TITLE: **Chairman, Public Utilities Authority**  
 15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT  
 SIGNATURE: *[Signature]* DATE: **5/11/73** TITLE: **Asst. Director, USAID/Liberia**

ENG  
PR  
EO  
CON

*[Signature]*  
 Minister of Planning & Economic Affairs, R. L.

*[Signature]*  
 Asst. Minister of Finance, R.V.

AID 1350-1 (9-70)	DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country <b>LIBERIA</b>	Page 1 of 1 Pages
		2. PIO/T No. <b>669-111-3-11127</b>	3. <input type="checkbox"/> Original or Amendment No. <b>1</b>
PIO/T	PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	4. Project/Activity No. and Title <b>669-51-270-111 TELECOMMUNICATIONS AUTHORITY MANAGEMENT</b>	

DISTRIBUTION	5. Appropriation Symbol <b>72-1111004</b>	6.A. Allotment Symbol and Charge <b>154-50-669-00-69-11</b>	6.B. Funds Allotted to: <input type="checkbox"/> A.I.D./w <input checked="" type="checkbox"/> Mission
	7. Obligation Status <b>Obligation by PROAG</b>		8. Funding Period (Mo., Day, Yr.) From <b>3/1/72</b> to <b>2/1/73</b>
	9.A. Services to Start (Mo., Day, Yr.) Between <b>August 1971</b> and <b>December 1971</b>		9.B. Completion date of Services (Mo., Day, Yr.) <b>12/30/73</b>

FF 1970  
 TC FUNDS

10.A. Type of Action	Cooperating	Participating Agency	Other:
<input type="checkbox"/> A.I.D. Contract	<input checked="" type="checkbox"/> Country Contract	<input type="checkbox"/> Service Agreement	

10.B. Authorized Agent  
**GOI - Telecommunications Authority with USAID Assistance**

Estimated Financing		(1)	(2)	(3)	(4)
B.I.D. =		Previous Total	Increase	Decrease	Total to Date
11.	Maximum A.I.D. Financing	A. D. Dues <b>450,000</b>	<b>665,000</b>		<b>1,115,000</b>
		B. U.S.-Owned Local Currency			
12.	Cooperating Country Contributions	A. Counterpart			
		B. Other <b>50,500</b>			<b>50,500</b>

13. Status/Reference <b>PROAG 1011</b>	14. Instruction of Authorized Agent <p>This PIO/T revision, consisting of a face sheet only, provides additional funds to finance activities stipulated in the original PIO/T through January 1, 1973. The statement of objectives and implementing details as agreed to in the original PIO/T remain unchanged.</p>
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15. Clearances - Show Office Symbol, Signature and Date for all Necessary Clearances.

A. The responsibilities in the scope of work are technically adequate	Engineering Officer	C. Funds for the services requested are available	Executive Officer <i>[Signature]</i> 6/11/71
B. The scope of each item within the purview of the participating office and agency is clearly defined	Development Services <i>[Signature]</i> 6/11/71	D.	Controller <i>[Signature]</i> 6/11/71
E.	Program Officer <i>[Signature]</i> 6/11/71	E.	

16. For the cooperating country: The terms and conditions are freely and exclusively agreed to	Signature and Date <i>[Signature]</i> 6/11/71	17. For the Agency for International Development	18. Date of Issuance <b>June 11/71</b>
Title: <b>Executive Secretary General, I.A.O.</b>	Signature: <i>[Signature]</i>	Title: <b>Director, USAID/Liberia</b>	

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42p.

A.I.D. Loan No. 669-H-021

Project No. 669-22-225-111

L O A N   A G R E E M E N T

(Liberia -- Liberia Telecommunications Expansion)

among the

GOVERNMENT OF THE REPUBLIC OF LIBERIA,

the PUBLIC UTILITIES AUTHORITY  
OF THE REPUBLIC OF LIBERIA,

and the

UNITED STATES OF AMERICA

Dated: JUNE 27, 1973

A.I.D. Loan No. 669-H-021

L O A N A G R E E M E N T

(Liberia -- Liberia Telecommunications Expansion)

among the

GOVERNMENT OF THE REPUBLIC OF LIBERIA,

the PUBLIC UTILITIES AUTHORITY  
OF THE REPUBLIC OF LIBERIA,

and the

UNITED STATES OF AMERICA

Dated:

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**ANNEX 1 Description of Project**

LOAN AGREEMENT dated **JUNE 27, 1973** among the GOVERNMENT OF THE REPUBLIC OF LIBERIA ("Government"), the PUBLIC UTILITIES AUTHORITY of the Republic of Liberia ("Borrower"), and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended, an amount not to exceed EIGHT MILLION FIVE HUNDRED THOUSAND United States Dollars (\$8,500,000.00) ("Loan") to assist the Borrower in carrying out the Project referred to in Section 1.02 ("Project"). The Loan shall be used to finance United States dollar costs of goods and services required for the Project ("Dollar Costs") and local currency costs of goods and services required for the Project ("Local Currency Costs"). Except as A.I.D. may otherwise agree in writing, the amount of the Loan used to finance the Local Currency Costs shall not exceed the equivalent of FIVE HUNDRED THOUSAND United States Dollars (\$500,000.00). The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal."

SECTION 1.02. The Project. The Project shall consist of the engineering design and supervision, procurement, and installation of equipment and materials for the expansion of the Liberia Telecommunications System; and management, maintenance and operations training for the existing system as well as a limited period of maintenance and operations training for the expanded system. The Project is more fully described in Annex 1, attached hereto and made a part hereof, which Annex may be modified in writing. The goods and services to be financed under the Loan shall be listed in the implementation letters referred to in Section 9.03 ("Implementation Letters").

## ARTICLE II

### Loan Terms

SECTION 2.01. Interest. The Government shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective disbursement (as such date is defined in Section 7.04), and shall be computed on the basis of a 365-day year. Interest shall be payable semiannually. The first payment

of interest shall be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Government shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half ( $9\frac{1}{2}$ ) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Government with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Payment by the Borrower to the Government. The Borrower shall pay to the Government an amount equivalent to the Principal (at the Rate of Exchange established in accordance with Section 9.07 hereof), in such currency as is at the time of payment legal tender in the Republic of Liberia, within thirty (30) years after the date of the first disbursement hereunder, in substantially equal semiannual installments, including a grace period of not to exceed five (5) years. The Borrower shall semiannually pay interest to the Government at the rate of three and one-half percent ( $3\frac{1}{2}\%$ ) per annum, commencing six (6) months after the

date of the first disbursement hereunder, on the unrepaid principal payable to the Government and on any interest that is due and unpaid.

SECTION 2.04. Application, Currency, and Place of Payment. All payments of interest and Principal by the Government hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.05. Prepayment. Upon payment of all interest and refunds then due, the Government may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.06. Renegotiation of the Terms of the Loan. The Government agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment specified in Section 2.02 in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the Republic of Liberia. The Borrower and the Government agree to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the payment and/or an increase in the rate of interest specified in Section 2.03 in the event that there is any significant improvement in the actual results of operations and financial

condition of the Borrower.

### ARTICLE III

#### Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement (First Tranche). Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Government or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Government, and that it constitutes a valid and legally binding obligation of the Government in accordance with all of its terms;

(b) An opinion of the chief legal counsel of the Borrower or other legal counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower, and that the undertakings herein, including the Borrower's undertaking to borrow and repay money, are valid and legally binding upon the Borrower;

(c) A statement of the names of the persons holding or acting in the office of the Borrower and the Government specified in Section 9.02, and a specimen signature of each

person specified in such statement;

(d) Evidence of the source and availability of funds for the Government's contribution required by Section 4.02;

(e) An executed contract for management training, maintenance training, and operations training services for the Project acceptable to A.I.D. with a firm acceptable to A.I.D.; and

(f) An executed contract for maintenance and repair services to be financed by the Borrower and acceptable to A.I.D. with a firm acceptable to A.I.D.

**SECTION 3.02. Conditions Precedent to Additional Disbursement (Second Tranche).** Prior to any disbursement or to the issuance of any Letter of Commitment under the Loan for the engineering design and supervision services, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. an executed contract for engineering design and supervisory services for the Project acceptable to A.I.D. with a firm acceptable to A.I.D.

**SECTION 3.03. Conditions Precedent to Additional Disbursement (Third Tranche).** Prior to any disbursement or to the issuance of any Letter of Commitment under the Loan for construction and equipment supply, the Borrower shall,

except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence that the Borrower has all legal powers necessary for the acquisition of all real property rights necessary to complete the Project;

(b) Plans and specifications, bid documents, cost estimates and time schedules for completion of the Project;

(c) An executed contract(s) for the acquisition of goods and services, construction, and installation necessary to complete the Project, including provisions for factory training and on-the-job training during the installation of the equipment and for a one (1) year period after installation; and

(d) Evidence of satisfactory performance under the contract for management, maintenance, and operations training services referred to in Section 3.01(e).

**SECTION 3.04. Terminal Dates for Meeting Conditions Precedent to Disbursement.**

(a) If all of the conditions specified in Section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Borrower and the Government. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

(b) If all of the conditions specified in Section 3.02 shall not have been met within seven (7) months from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the amount of the Loan and/or may terminate this Agreement by giving written notice to the Borrower and the Government. In the event of a termination, upon the giving of notice, the Government shall immediately repay the Principal then outstanding and shall pay any accrued interest and, upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

(c) If all of the conditions specified in Section 3.03 shall not have been met within sixteen (16) months from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the amount of the Loan and/or may terminate this Agreement by giving written notice to the Borrower and the Government. In the event of a termination, upon the giving of notice, the Government shall immediately repay the Principal then outstanding and shall pay any accrued interest and, upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.05. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower and the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 and, as the case may be, Section 3.02 and Section 3.03 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Project.

(a) The Borrower and the Government shall each carry out the Project with due diligence and efficiency, and in conformity with sound engineering, construction, financial, and administrative practices. In this connection, the Borrower and the Government shall at all times employ suitably qualified and experienced consultants to be professionally responsible for the design and execution of the Project and suitably qualified and competent construction contractors to carry out the Project.

(b) The Borrower and the Government shall each cause the Project to be carried out in conformity with all of the plans, specifications, contracts, schedules, and other arrangements, and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

SECTION 4.02. Funds and Other Resources to be Provided by Government. The Government shall provide not less than TWO MILLION Liberian Dollars (\$2,000,000.00), in addition to the Loan, and all other resources required for the punctual and effective carrying out, maintenance, repair, and operation of the Project.

SECTION 4.03. Continuing Consultation. The Borrower, the Government, and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower, the Government, and A.I.D. shall from time to time, at the request of any party, exchange views through their representatives with regard to the progress of the Project, the performance by the Borrower and the Government of its obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged on the Project, and other matters relating to the Project.

SECTION 4.04. Management. The Borrower shall provide qualified and experienced management for the Project, and it shall train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 4.05. Operation and Maintenance. The Borrower shall operate, maintain, and repair the Project in conformity with sound engineering, financial, and administrative practices and in such manner as to insure the continuing and successful achievement of the purposes of the Project.

SECTION 4.06. Taxation. This Agreement, the Loan, and any evidences of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the Republic of Liberia. To the extent that (a) any contractor, including any consulting firm, any personnel of such contractor financed hereunder, and any property or transactions relating to such contracts and (b) any commodity procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in the Republic of Liberia, the Government shall, as and to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Loan.

SECTION 4.07. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Project, except as A.I.D. may otherwise agree in writing. Upon completion of the Project, or at such other time as goods financed under the Loan can no longer usefully be employed for the Project, the Borrower may use or dispose of such goods in such manner as A.I.D. may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 4.08. Disclosure of Material Facts and Circumstances. The Borrower and the Government each represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Project and the discharge of its obligations under this Agreement. The Borrower and the Government shall each promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Project or the discharge of the Borrower's or the Government's obligations under this Agreement.

SECTION 4.09. Commissions, Fees, and Other Payments.

(a) The Borrower and the Government each warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement,

it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's or the Government's full-time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Borrower or the Government shall each promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower and the Government each warrants and covenants that no payments have been or will be received by the Borrower or the Government, or any official of the Borrower or the Government, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the Republic of Liberia.

SECTION 4.10. Maintenance and Audit of Records.

The Borrower shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices

consistently applied, books and records relating both to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

- (a) The receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
- (b) The nature and extent of solicitations of prospective suppliers of goods and services acquired;
- (c) The basis of the award of contracts and orders to successful bidders; and
- (d) The progress of the Project.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such periods and at such intervals as A.I.D. may require, and shall be maintained for five (5) years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.11. Reports. The Borrower shall furnish to A.I.D. such information and reports relating to the Loan and to the Project as A.I.D. may request.

SECTION 4.12. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project, the utilization of all goods and services financed under the Loan, and the Borrower's

books, records, and other documents relating to the Project and the Loan. The Borrower and the Government shall each cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the Republic of Liberia for any purpose relating to the Loan.

SECTION 4.13. Investment Guaranty Project Approval by Government. The Government agrees that the construction work to be financed under this Agreement is a project approved by the Government pursuant to the Agreement between the Government of Liberia and the United States of America on the subject of investment guaranties, and no further approval by the Government of Liberia shall be required to permit A.I.D. under that agreement to issue investment guaranties covering a contractor's investment in that project.

SECTION 4.14. Continuance of Representations and Matters Furnished to Satisfy Conditions Precedent. Unless A.I.D. otherwise agrees in writing, the Borrower and the Government shall continue in force and effect for the life of this Agreement, exactly as originally made or furnished, any representation made or opinion or agreement furnished to satisfy a condition precedent under this Agreement.

## ARTICLE V

### Special Covenants and Warranties

**SECTION 5.01. Buildings, Site Preparation, and Access Roads.** The Borrower shall provide on a scheduled basis the construction of buildings to house the equipment financed under this Loan, all site preparations, and any access roads necessary for the completion of the Project.

**SECTION 5.02. Trainee Personnel.** The Borrower shall provide qualified personnel for training by the contractors financed under this Loan.

**SECTION 5.03. L. M. Ericsson Equipment Removal and Reinstallation.** The Borrower shall employ the services of a contractor to remove and reinstall the L. M. Ericsson equipment at Monrovia Central Office or Sinkor Branch Office, if required.

## ARTICLE VI

### Procurement

**SECTION 6.01. Procurement from Code 941 Countries.** Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Project of goods and services having both their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book

as in effect at the time orders are placed or contracts are entered into therefor. Ocean shipping shall qualify as an eligible service provided the vessel furnishing the transportation service is registered in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of shipment. Marine insurance may be financed under the Loan provided such insurance is placed in Liberia or in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time the insurance is ordered.

SECTION 6.02. Procurement from Liberia. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.02 shall be used exclusively to finance the procurement for the Project of goods and services having both their source and origin in the Republic of Liberia.

SECTION 6.03. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.04. Goods and Services Not Financed Under Loan. Goods and services procured for the Project, but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 6.05. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Sections 6.01, 6.02, and 6.04 will be set forth in detail in Implementation Letters.

SECTION 6.06. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing, the Borrower shall furnish to A.I.D. promptly upon preparation, all plans, specifications, construction schedules, bid documents, and contracts relating to the Project, and any modifications therein, whether or not the goods and services to which they relate are financed under the Loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications, and construction schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) The following contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution:

- (i) contracts for engineering and other professional services,
- (ii) contracts for construction services,
- (iii) contracts for such other services as A.I.D. may specify, and
- (iv) contracts for such equipment and materials as A.I.D. may specify.

In the case of any of the above contracts for services, A.I.D. shall also approve in writing the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(c) Consulting firms used by the Borrower for the Project but not financed under the Loan, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, and construction contractors used by the Borrower for the Project but not financed under the Loan shall be acceptable to A.I.D.

SECTION 6.07. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services,

on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 6.08. Employment of Third-Country Nationals Under Construction Contracts. The employment of personnel to perform services under construction contracts financed under the Loan shall be subject to requirements with respect to third country nationals proscribed in Implementation Letters.

SECTION 6.09. Shipping and Insurance.

(a) Goods financed under the Loan shall be transported to the Republic of Liberia on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) Unless A.I.D. shall determine that privately owned United States-flag commercial vessels are not available at fair and reasonable rates for such vessels, (i) at least fifty percent (50%) of the gross tonnage of all goods financed under the Loan (computed separately for dry bulk carriers, dry cargo liners, and tankers) and transported on ocean vessels shall be transported on privately owned United States-flag commercial vessels, and (ii) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Loan and transported on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels.

(c) No such goods may be transported on any ocean vessel (or aircraft) (i) which A.I.D., in a notice to the Borrower, has designated as ineligible to carry A.I.D.-financed goods or (ii) which has been chartered for the carriage of A.I.D.-financed goods unless such charter has been approved by A.I.D.

(d) If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, the Republic of Liberia, by statute, decree, rule, or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods procured from the United States and financed under the Loan shall during the continuance of such discrimination be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

(e) The Borrower shall insure, or cause to be insured, all goods procured in any country included in code 941 of the A.I.D. Geographic Code Book and financed under the Loan against risks incident to their transit to the point of their use in the Project. Such insurance shall be purchased on a competitive basis, issued upon terms and conditions

consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in United States dollars or in a freely convertible currency. Any indemnification received by the Borrower under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Borrower for the replacement or repair of such goods. Any such replacements shall be of the source and origin specified in Section 6.01 and otherwise subject to the provisions of this Agreement.

SECTION 6.10. Notification to Potential Suppliers.

In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Borrower shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.11. United States Government-Owned Excess Property. The Borrower shall utilize, with respect to goods financed under the Loan to which the Borrower takes title at the time of procurement, such reconditioned United States Government-owned Excess Property as may be consistent with the requirements of the Project and as may be available within a reasonable period of time. The Borrower shall seek assistance from A.I.D. and A.I.D. will assist the Borrower

in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the Borrower or its representative. The costs of inspection and of acquisition, and all charges incident to the transfer to the Borrower of such Excess Property, may be financed under the Loan. Prior to the procurement of any goods, other than excess property, financed under the Loan and after having sought such A.I.D. assistance, the Borrower shall indicate to A.I.D. in writing, on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Project.

SECTION 6.12. Information and Marking. The Borrower shall give publicity to the Loan and the Project as a program of United States aid, identify the Project site, and mark goods financed under the Loan, as prescribed in Implementation Letters.

## ARTICLE VII

### Disbursements

SECTION 7.01. Disbursement for United States Dollar Costs - Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from

time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 7.02. Disbursement for Local Currency Costs.

Upon satisfaction of conditions precedent, the Borrower may, from time to time, request disbursement by A.I.D. of Liberian currency for Local Currency Costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement by submitting to A.I.D. such supporting documentation as A.I.D. may prescribe in Implementation Letters. The United States dollar equivalent of the local currency made available hereunder will be the amount of United States dollars required by A.I.D. to obtain such currency.

SECTION 7.03. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Borrower and A.I.D. may agree to in writing.

SECTION 7.04. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, (a) in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment, and (b) in the case of disbursements pursuant to Section 7.02, on the date on which A.I.D. disburses the local currency to the Borrower or its designee.

SECTION 7.05. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, or other commitment documents which may be called for by another form of disbursement under Section 7.03, or amendment thereto shall be issued in response to requests received by A.I.D. after twenty-four (24) months, and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 7.01 after forty-six (46) months, from the date of execution of this Agreement.

## ARTICLE VIII

### Cancellation and Suspension

SECTION 8.01. Cancellation by the Borrower. The Borrower and the Government may, with the prior written consent

of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Government shall have failed to pay when due any interest or installment of Principal required under this Agreement;

(b) The Borrower or the Government shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Project with due diligence and efficiency;

(c) The Borrower and/or the Government shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower and/or the Government or any of its agencies and A.I.D., or any of its predecessor agencies, Then A.I.D. may, at its option, give to the Borrower and the Government notice that all or any part of the unrepaid

Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

- (i) such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately; and
- (ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.05. Suspension of Disbursement. In the event that at any time:

- (a) An Event of Default has occurred;
- (b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower and/or the Government will be able to perform its obligations under this Agreement;
- (c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or
- (d) The Borrower and/or the Government shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement

between the Borrower and/or the Government or any of its agencies and the Government of the United States or any of its agencies;

Then A.I.D. may, at its option:

- (i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower and the Government promptly thereafter;
- (ii) decline to make disbursements other than under outstanding commitment documents;
- (iii) decline to issue additional commitment documents;
- (iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside the Republic of Liberia, are in a deliverable state and have not been offloaded in ports of entry of the Republic of Liberia. Any disbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Government to refund such amount in United States dollars to A.I.D. within thirty (30) days after receipt of a request therefor. However, in the event that such disbursement was originally made in Local Currency and if A.I.D. determines that the amount of such

refund can be used to pay the Local Currency Costs of other goods and services approved for financing under the Loan, A.I.D. will accept such refund in local currency. Such amount shall be made available first for the cost of goods and services procured for the Project hereunder, to the extent justified, the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five (5) years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured for the Project hereunder, to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower or the Government and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any such rights, powers, or remedies.

#### ARTICLE IX

##### Miscellaneous

SECTION 9.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Borrower, the Government, or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram, and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

##### TO GOVERNMENT:

II Address: Minister of Finance  
Republic of Liberia  
Monrovia, Liberia

to Address: MinFin Monrovia

TO BORROWER:

Mail Address: Chairman  
Public Utilities Authority  
Republic of Liberia  
Monrovia, Liberia

Cable Address:

TO A.I.D.:

Mail Address: Director  
Regional Economic Development  
Services Office/West Africa  
American Embassy  
B.P. 1712  
Abidjan, Ivory Coast

Cable Address: Amembassy, Abidjan

The Borrower and the Government, in addition, shall provide the U.S.A.I.D. Mission in the Republic of Liberia with a copy of each communication sent to A.I.D. Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree to in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of Minister of Finance, the Borrower will be represented by the individual holding or acting in the office of Chairman, and A.I.D. will be represented by the individual holding or acting in the office of the Director, Regional Economic Development Services

Office/West Africa. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, the Borrower shall submit a statement of the representative's names and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Notes. At such time or times as A.I.D. may request, the Government shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 9.05. Assignment. This Agreement shall be binding upon and inure to the benefit of any successor or assignee of A.I.D. This Agreement may not be assigned nor

may any obligation hereunder be delegated by the Borrower or the Government without the written consent of A.I.D.

SECTION 9.06. Applicable Law. This Agreement and any dispute arising under or in connection therewith shall be deemed to be a contract made under, and shall be solely governed by and construed in accordance with, the internal laws of the District of Columbia, United States of America.

SECTION 9.07. Rate of Exchange. Except as A.I.D. may otherwise agree in writing, equivalence between United States dollars and legal tender in the Republic of Liberia hereunder shall be determined at the rate of exchange, not unlawful in the Republic of Liberia, which provides the greatest number of units of legal tender in the Republic of Liberia per United States dollar at the time in question.

SECTION 9.08. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower, the Government, and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, the Government, the Borrower and the United States of America, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

WITNESS:

*Charles K. ...*

REPUBLIC OF LIBERIA

By:

*Ellen Johnson Sirleaf*

Title: MINISTER OF FINANCE

WITNESS:

*...*

PUBLIC UTILITIES AUTHORITY

By:

*...*

Title: CHAIRMAN, BOARD OF DIRECTORS

WITNESS:

*William C. ...*

UNITED STATES OF AMERICA

By:

*William L. ...*

Title: AMBASSADOR

## ANNEX 1

### Description of Project

The Project consists of the engineering design and supervision, procurement, and installation of equipment and materials for the expansion of the Liberia Telecommunications System. In addition, the project provides for the maintenance and rehabilitation of the existing system and for the continuation of management training, maintenance training, and operations training now being provided under an AID-financed contract, as well as, a limited period of maintenance and operations training for the Project.

#### 1. Technical Assistance

a. Management and Training Contract: The present OT&E Management and Training Contract will be extended, or another contract awarded, for an additional three years following the present February, 1974 completion date. This contract or extension will continue the services of certain expatriate personnel, as well as providing sufficient training instructors to execute the expanded training program.

b. Engineering Design and Supervision Contract: This contract will provide the engineering design, preparation of IFB documents, and supervision of the procurement and installation of equipment necessary for the construction of the expanded system.

c. Maintenance and Repair Contract: This contract will provide services to maintain and carry-out repairs to the existing systems so as to ensure its satisfactory and continuous functioning until a sufficient number of LTA staff is trained.

#### 2. Capital Assistance

a. Procurement and installation of equipment necessary to increase the Monrovia Main and Sinkor Branch exchanges by 3000 lines. A new 1000-line exchange will also be installed at Paynesville.

b. Procurement and installation of equipment necessary to replace the obsolete coastal microwave link from Monrovia to Harper with a high capacity microwave and troposcatter system and to procure and install additional equipment at Harper to the Liberian border in the direction of Tabou.

c. Procurement and installation of additional communications equipment including new high frequency international circuits, vehicles, tools, outside plant, and other items to assure that sufficient equipment is available to assist the LTA in the rehabilitation of the present system and to adequately maintain further expansion.

d. Construction of buildings to house the new equipment, necessary access roads, and site preparation for equipment installation. This work will also include the reconditioning and revisions to certain existing buildings.

This Loan will assist in financing items 1(a) and (b), and 2(a), (b) and (c) listed above. Items 1(c) and 2(d) will be financed by the Borrower and/or the Government.