

A G R E E M E N T

PD-AAT 921

between

Jan 46217

The Government of the United States of America

and

The Law Reform Commission of The Gambia

XD-AAT-921-A-E

Individual Activity Agreement: No. 5635001
Title: Law Reform Commission

Authority: Foreign Assistance Act of 1961, as amended in accordance with the General Agreement on Special Development Assistance between the Government of the United States of America and the Government of The Gambia dated March 5, 1973, and in accordance with the provisions annexed to this Individual Activity Agreement.

Maximum dollar amount of U.S. Grant: \$9,000.00 (Nine Thousand U.S. Dollars)

Terminal date for issuance of implementing documents (no later than six months after date of agreement): September 28, 1985

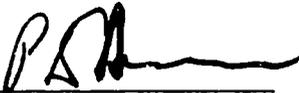
Delivery period: (Maximum six months from date agreement was signed)

Name and Title of Activity Supervisor: Justice P. D. Anin, Chairman

Description of Activity The Chairman of The Law Reform Commission presented an eloquent plea for assistance with Law Books and office equipment which are essential to perform the duties of the commission. The commission has been entrusted with the duties of reviewing, reforming, improving, modernizing and coding the Laws which protect Human Rights in the Gambia.

U.S. Contribution: Photocopier, Duplicator, Electric Typewriter, Manual Typewriter Toner, Developer, Stencils, Duplicating, Photocopying and Typing Paper, Ribbons and correcting tapes. These items are to be purchased locally. An assortment of Law Books will be provided for the Law Library.

The Law Reform Commission of The Gambia



Justice P.D. Anin (Chairman)

Justice of Appeal, Gambia Court of Appeal

28/3/85

Date

Government of The United States

U.S.A.I.D, Banjul

Byron Bahl

Bryon H. Bahl
AID Representative

Robert T. Hennemeyer

Robert T. Hennemeyer
Ambassador

28 March 85

Date

3/28/85
Date

AID Accounting Data

Appropriation: 72-11X1012

Allotment: 812-59-635-00-75-51

Project: 625-9801.35

Budget Plan Code: GSHX 85-21635-KG75

~~FUND
AVAILABLE~~

LAW REFORM COMMISSION

DETAILED BUDGET

SPECIAL SELF-HELP PROJECT-AMERICAN EMBASSY

IAA NUMBER 5635001

Human Rights Budget

THE AMERICAN EMBASSY'S CONTRIBUTION

<u>QUANTITY</u>	<u>ITEM</u>	<u>COST</u>
<u>1</u>	<u>Duplicator</u>	<u>D 5,706.23</u>
<u>1</u>	<u>Photocopier (Gesternier)</u>	<u>D14,967.45</u>
<u>1</u>	<u>Electric Typewriter (Facit)</u>	<u>D 4,445.20</u>
<u>1</u>	<u>Manual Typewriter (Facit)</u>	<u>D 2,851.31</u>
<u>4</u>	<u>Bottles of Toner</u>	<u>D 900.00</u>
<u>4</u>	<u>Bottles of Developer</u>	<u>D 800.00</u>
<u>50</u>	<u> Tubes of Duplicating Ink</u>	<u>D 1,234.00</u>
<u>40</u>	<u>Stencil Skins</u>	<u>D 2,440.40</u>
<u>20</u>	<u>Reams of Duplicating Paper</u>	<u>D 837.40</u>
<u>20</u>	<u>Reams of Typing Paper</u>	<u>D 548.00</u>
<u>20</u>	<u>Reams of Photocopy Paper</u>	<u>D 779.60</u>
<u>25</u>	<u>Electric Typewriter Correcting Tapes</u>	<u>D 475.00</u>
<u>10</u>	<u>Manual Ribbons</u>	<u>D 77.50</u>
<u>10</u>	<u>Electric Ribbons</u>	<u>D 184.20</u>
	<u>Sub-total</u>	<u>D36,246.29</u>
	<u>Assortment of Law Books</u>	<u>_____</u>
	<u>TOTAL</u>	<u>_____</u>

U S Contribution

Duplicating paper, Stencil skins, Inking tubes, Radio cassette players,
and Cassettes.

Ministry of Justice

Hassan B. Jallow

Hassan B. Jallow
Attorney General
Vice Chairman
Gambia Law Foundation

28/3/85
Date

U.S.A.I.D, Banjul

Bryon H. Bahal

Bryon H. Bahal
AID Representative

28 March 85
Date

Government of the United States

Robert T. Hennemeyer

Robert T. Hennemeyer
Ambassador

3/28/85
Date



AID Accounting Data

Approp. 72-11X1012
Allot: 812-59-635-00-75-51
Project: 625-9801.35
Budget Plan Code:
GSHX 85-21635-KG 75

Standard Provisions for Special Development Assistance

Attachment No. 1 to Individual Activity Agreement No. 5635004

- A. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right: (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located; and, (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.
- C. Any property furnished through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project and thereafter shall be used so as to further the objectives sought in carrying out the project. Unless otherwise agreed by the United States Government, THE GAMBIA LAW FOUNDATION shall offer to return to the United States Government, or to reimburse the United States for any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.
- D. The Individual Activity Agreement shall enter into force when signed. All, or any part, of the assistance provided herein may be terminated by either party by giving the other party 30 days written notice of intention to terminate the Agreement. Termination of the Agreement shall terminate any obligations of the two parties, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to termination of the IAA. It is expressly understood that all implementing documents, such as purchase orders, requisitions, procurement actions, etc., must be initiated under this obligating Individual Activity Agreement by the agreed upon terminal date, but not later than six (6) months from the effective date of Agreement, otherwise the cancellation provision stated in the preceding sentence will automatically become effective without the necessity of a written advance notice of intent to cancel.

Attachment # 2 to IAA

1. Aid given by the Embassy to Special Self Help Projects is to be in the form of materials and contracted services. There will be no assistance given in kind, that is, no transport using Embassy vehicles, no labor performed by Embassy personnel, no supplies issued from the Embassy store. Exceptions are to be made only in extraordinary circumstances.
2. All bills presented for payment by Purchase order to the Embassy's Administrative Assistant must be accompanied by the original billings from the original supplier. Billings from middle men will not be sufficient, although they will be required for any charges made by third parties for services rendered. Exceptions will be made only with the prior approval of the Administrative Assistant and/or the Self-Help Officer. Exceptions will still require as much certification as is possible to secure.
3. We encourage the use of merchants situated outside of the Banjul - Kombos St. Mary area, even if this might result in slightly higher item costs for materials. For the project, this might help to cut down on transportation costs, if goods are procured nearer to the site of the SSH project. We would hope that this procurement policy would go some (albeit small) way to encouraging/supporting the economic development of different areas of The Gambia.
4. In the Agreement signed by the Project Manager with the Embassy, it is explicitly stated that all implementing documents (e.g., purchase orders) must be drawn up and acted upon within six months of the signing of the Agreement. This provision has been overlooked in the past, causing projects to go on for 12 months or more. This will not be allowed to occur any longer, except in cases approved in advance by either the Administrative Assistant or the Self-Help Officer.

Certification:

I certify that the foregoing project requires no disbursement of funds directly or indirectly to the host government or their agents, therefore, FAA-121 (D) does not apply.


Robert T. Hennemeyer
Ambassador

Date: 3/28/85.....

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81777 P
1987-08-16

A G R E E M E N T

between

The Government of the United States of America

and

The Law Reform Commission of The Gambia

Individual Activity Agreement: No. 6635001

Title: Law Reform Commission

Authority: Foreign Assistance Act of 1961, as amended in accordance with the General Agreement on Special Development Assistance between the Government of the United States of America and the Government of The Gambia dated March 5, 1973, and in accordance with the standard provisions annexed to this Individual Activity Agreement.

Maximum dollar amount of U.S. Grant: \$10,000.00 (Ten Thousand U.S. Dollars)

Terminal date for issuance of implementing documents
(no later than six months after date of agreement):

January 23, 1987

Delivery period: (Maximum six months from date
agreement was signed)

January 23, 1987

Name and Title of Activity Supervisor: Justice P. D. Anin, Chairman

Description of Activity: The Chairman of The Law Reform Commission presented an eloquent plea for assistance with Law Books and office equipment which are essential to perform the duties of the commission. The commission has been entrusted with the duties of reviewing, reforming improving, modernizing and coding the Laws which protect Human Rights in the Gambia.

U.S. Contribution: The U.S. Embassy will make available up to \$10,000.00 (Ten Thousand Dollars) for the procurment of Law Books periodical and office stationery for its Library. Exact budgeting of the \$10,000.00 will be via an exchange of letters between the parties.

The Law Reform Commission of The Gambia


(Justice)

Justice P.D. Anin (Chairman)
Justice of Appeal, Gambia Court of Appeal

23/7/86

Date

23/7/86


A. M. DRAMMEH
Deputy Chairman
23/7/86

Government of The United States

U.S.A.I.D, Banjul

Byron Bahl
Byron H. Bahl
Charge' D'Affaires

Byron Bahl
Byron H. Bahl

23/7/86
Date

23/7/86
Date

AID Accounting Data

72-11X1012, GSHX-86-21635-KG-75
PROJ : 625-9801.35

Standard Provisions for Special Development Assistance

- A. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right: (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located; and, (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, and audit described in the preceding sentence are reserved to the party which did the financing.
- C. Any property furnished through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project and thereafter shall be used so as to further the objectives sought in carrying out the project. Unless otherwise agreed by the United States Government, The Gambia Law Reforms Commission shall offer to return to the United States Government, or to reimburse the United States for any property which it obtains through financing by the United States Government pursuant to this Agreement is not used in accordance with the preceding sentence.
- D. The Individual Activity Agreement shall enter into force when signed. All, or any part, of the assistance provided herein may be terminated by either party by giving the other party 30 days written notice of intention to terminate the Agreement. Termination of the Agreement shall terminate any obligations of the two parties, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to termination of the IAA. It is expressly understood that all implementing documents, such as purchase orders, requisitions, procurement actions, etc., must be initiated under this obligation Individual Activity Agreement by the agreed upon terminal date, but not later than six (6) months from the effective date of the Agreement, otherwise the cancellation provision stated in the preceding sentence will automatically become effective without the necessity of a written advance notice of intent to cancel.

Attachment No. 1 to Individual Activity No. 6635001

Attachment # 2 to IAA 6635001

1. Aid given by the Embassy to Special Self Help Projects is to be in the form of materials and contracted services. There will be no assistance given in kind, that is, no transport using Embassy vehicles, no labor performed by Embassy personnel, no supplies issued from the Embassy store. Exceptions are to be made only in extraordinary circumstances.
2. All bills presented for payment by Purchase order to the Embassy's Administrative Assistant must be accompanied by the original billings from the original supplier. Billings from middle men will not be sufficient, although they will be required for any charges made by third parties for services rendered. Exceptions will be made only with the prior approval of the Administrative Assistant and/or the Self-Help Officer. Exceptions will still require as much certification as is possible to secure.
3. We encourage the use of merchants situated outside of the Banjul - Kombos St. Mary area, even if this might result in slightly higher item costs for materials. For the project, this might help to cut down on transportation costs, if goods are procured nearer to the site of the SSH project. We would hope that this procurement policy would go some (albeit small) way to encouraging/supporting the economic development of different areas of The Gambia.
4. In the Agreement signed by the Project Manager with the Embassy, it is explicitly stated that all implementing documents (e.g., purchase orders) must be drawn up and acted upon within six months of the signing of the Agreement. This provision has been overlooked in the past, causing projects to go on for 12 months or more. This will not be allowed to occur any longer, except in cases approved in advance by either the Administrative Assistant or the Self-Help Officer.

C E R T I F I C A T I O N

I certify that the foregoing project requires no disbursement of funds directly or indirectly to the host government or their agents, therefore FAA-121 (D) does not apply.

Byron Bahl
Byron H. Bahl
Charge' D'Affaires, a.i.

23/7/86
Date

6357201
XO 1117 921-B
(SN-4219

A G R E E M E N T

between

The Government of the United States of America

and

The Gambia National Women's Bureau

Individual Activity Agreement: No.5635002
Title: National Women's Week April 19-26, 1985

Authority: Foreign Assistance Act of 1961, as amended in accordance with the General Agreement on Special Development Assistance between the Government of the United States of America and the Government of The Gambia dated March 5, 1973, and in accordance with the provisions annexed to this Individual Activity Agreement.

Maximum dollar amount of U.S. Grant: US \$2,500.00 (Two Thousand Five Hundred Dollars)

Terminal date for issuance of implementing documents (no later than six months after date of agreement): September 29, 1985

Delivery period: (Maximum six months from date agreement was signed)

Name and Title of Activity Supervisor: Saffiatou Singateh and Isotou Njie

Description of Activity The American Embassy will make available up to \$2,500.00 for the National Women's Week. This National Women's Week will serve as a useful forum in drawing public attention to the Women's issues in the Gambia. Topics of discussion will include Traditional Health Practices, Laws of Marriage, Divorce and Inheritance.

U.S Contribution: Room Hire @ Atlantic Hotel, Translating System, P. A. System, Bus Rental (1Week).

The Gambia National Women's Bureau

U.S.A.I.D, Banjul

Aje
For Saffiatou Singateh
Executive Secretary

Bryon Bahl
Bryon H. Bahl
AID Representative

FUNDS AVAILABLE

3/29/85
Date

28 March 85
Date

Government of The United States


Robert T. Hennemeyer
Ambassador

3/29/85
Date

AID Accounting Data

Appropriation: 72-11X1012

Allotment: 812-59-635-00-75-51

Project: 625-9801.35

Budget Plan Code GSHX 85-21635-KG 75

Standard Provisions for Special Development Assistance

Attachment No. 1 to Individual Activity Agreement No. 5635002

- A. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right: (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located; and, (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.
- C. Any property furnished through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project and thereafter shall be used so as to further the objectives sought in carrying out the project. Unless otherwise agreed by the United States Government, THE GAMBIA NATIONAL WOMEN'S BUREAU shall offer to return to the United States Government, or to reimburse the United States for any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.
- D. The Individual Activity Agreement shall enter into force when signed. All, or any part, of the assistance provided herein may be terminated by either party by giving the other party 30 days written notice of intention to terminate the Agreement. Termination of the Agreement shall terminate any obligations of the two parties, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to termination of the IAA. It is expressly understood that all implementing documents, such as purchase orders, requisitions, procurement actions, etc., must be initiated under this obligating Individual Activity Agreement by the agreed upon terminal date, but not later than six (6) months from the effective date of Agreement, otherwise the cancellation provision stated in the preceding sentence will automatically become effective without the necessity of a written advance notice of intent to cancel.

Attachment # 2 to IAA

1. Aid given by the Embassy to Special Self Help Projects is to be in the form of materials and contracted services. There will be no assistance given in kind, that is, no transport using Embassy vehicles, no labor performed by Embassy personnel, no supplies issued from the Embassy store. Exceptions are to be made only in extraordinary circumstances.
2. All bills presented for payment by Purchase order to the Embassy's Administrative Assistant must be accompanied by the original billings from the original supplier. Billings from middle men will not be sufficient, although they will be required for any charges made by third parties for services rendered. Exceptions will be made only with the prior approval of the Administrative Assistant and/or the Self-Help Officer. Exceptions will still require as much certification as is possible to secure.
3. We encourage the use of merchants situated outside of the Banjul - Kombos St. Mary area, even if this might result in slightly higher item costs for materials. For the project, this might help to cut down on transportation costs, if goods are procured nearer to the site of the SSH project. We would hope that this procurement policy would go some (albeit small) way to encouraging/supporting the economic development of different areas of The Gambia.
4. In the Agreement signed by the Project Manager with the Embassy, it is explicitly stated that all implementing documents (e.g., purchase orders) must be drawn up and acted upon within six months of the signing of the Agreement. This provision has been overlooked in the past, causing projects to go on for 12 months or more. This will not be allowed to occur any longer, except in cases approved in advance by either the Administrative Assistant or the Self-Help Officer.

Certification:

I certify that the foregoing project requires no disbursement of funds directly or indirectly to the host government or their agents, therefore, FAA-121 (D) does not apply.


Robert T. Hennemeyer
Ambassador

Date: 3/29/85.....

6359801
XDRBT-921-C
19N-46220

A G R E E M E N T

between

The Government of the United States of America

and

The Gambia National Women's Bureau

Individual Activity Agreement: No. 5635003

Title: Library and Research Units

Authority: Foreign Assistance Act of 1961, as amended in accordance with the General Agreement on Special Development Assistance between the Government of the United States of America and the Government of The Gambia dated March 5, 1973, and in accordance with the provisions annexed to this Individual Activity Agreement.

Maximum dollar amount of U.S. Grant: \$6,000.00 (U.S Dollar Six Thousand)

Terminal date for issuance of implementing documents
(no later than six months after date of agreement): (September 29, 1985)

Delivery period: (Maximum six months from date agreement was signed)

Name and Title of Activity Supervisor: Saffiatou Signateh and Isotou Njie

Description of Activity: The American Embassy will make available up to \$5,000.00 for the establishment of a Library and Research Unit. This unit would provide and effective data research, collection, processing, storage system and assist with project preparation. This is a meaningful, organized structure to effectively promote women's interest.

U.S Contribution: Electric Scanner Machine, Stylus, Stencils Ink, Duplicating Stencils, Toner, Developer, Duplicating Paper and an Assortment of Women in Development Books. (Detailed Budget Attached).

The Gambia National Women's Bureau

For: Saffiatou Singateh
Executive Secretary

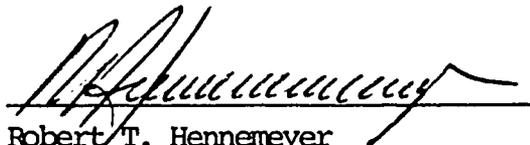
FUNDS AVAILABLE

U.S.A.I.D., Banjul
Bryon Bahl
Bryon H. Bahl
AID Representative

3/29/85
Date

28 March 85
Date

Government of The United States


Robert T. Hennemeyer
Ambassador

3/29/85
Date

AID Accounting Data

Appropriation: 72-11X1012
Allotment: 812-59-635-00-75-51
Project: 625-9801.35
Budget Plan Code GSHX 85-21635-KG75

100

Standard Provisions for Special Development Assistance

Attachment No. 1 to Individual Activity Agreement No. 5635003

- A. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right: (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located; and, (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.
- C. Any property furnished through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project and thereafter shall be used so as to further the objectives sought in carrying out the project. Unless otherwise agreed by the United States Government, ~~THE GAMBIA NATIONAL WOMEN'S BUREAU~~ shall offer to return to the United States Government, or to reimburse the United States for any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.
- D. The Individual Activity Agreement shall enter into force when signed. All, or any part, of the assistance provided herein may be terminated by either party by giving the other party 30 days written notice of intention to terminate the Agreement. Termination of the Agreement shall terminate any obligations of the two parties, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to termination of the IAA. It is expressly understood that all implementing documents, such as purchase orders, requisitions, procurement actions, etc., must be initiated under this obligating Individual Activity Agreement by the agreed upon terminal date, but not later than six (6) months from the effective date of Agreement, otherwise the cancellation provision stated in the preceding sentence will automatically become effective without the necessity of a written advance notice of intent to cancel.

Attachment # 2 to IAA

1. Aid given by the Embassy to Special Self Help Projects is to be in the form of materials and contracted services. There will be no assistance given in kind, that is, no transport using Embassy vehicles, no labor performed by Embassy personnel, no supplies issued from the Embassy store. Exceptions are to be made only in extraordinary circumstances.
2. All bills presented for payment by Purchase order to the Embassy's Administrative Assistant must be accompanied by the original billings from the original supplier. Billings from middle men will not be sufficient, although they will be required for any charges made by third parties for services rendered. Exceptions will be made only with the prior approval of the Administrative Assistant and/or the Self-Help Officer. Exceptions will still require as much certification as is possible to secure.
3. We encourage the use of merchants situated outside of the Banjul - Kombos St. Mary area, even if this might result in slightly higher item costs for materials. For the project, this might help to cut down on transportation costs, if goods are procured nearer to the site of the SSH project. We would hope that this procurement policy would go some (albeit small) way to encouraging/supporting the economic development of different areas of The Gambia.
4. In the Agreement signed by the Project Manager with the Embassy, it is explicitly stated that all implementing documents (e.g., purchase orders) must be drawn up and acted upon within six months of the signing of the Agreement. This provision has been overlooked in the past, causing projects to go on for 12 months or more. This will not be allowed to occur any longer, except in cases approved in advance by either the Administrative Assistant or the Self-Help Officer.

Certification:

I certify that the foregoing project requires no disbursement of funds directly or indirectly to the host government or their agents, therefore, FAA-121 (D) does not apply.


Robert T. Hennemeyer
Ambassador

Date: 3/29/85.....

6359801
KD MAY 9210
15M-16227

A G R E E M E N T

3/28/85 \$2,500.

between

6/27/85 \$5,000.

The Government of the United States of America

TOTAL \$7,500.

and

The Gambia Law Foundation
Ministry of Justice Banjul, The Gambia

Individual Activity Agreement: No. 5635004

Title: District Tribunal Training Program

Authority: Foreign Assistance Act of 1961, as amended in accordance with the General Agreement on Special Development Assistance between the Government of the United States of America and the Government of The Gambia dated March 5, 1973, and in accordance with the provisions annexed to this Individual Activity Agreement.

Maximum dollar amount of U.S. Grant: \$2,500.00 (Two Thousand and five Hundred)
SEE ATTACHED AMENDMENT

Terminal date for issuance of implementing documents
(no later than six months after date of agreement): (September 28, 1985)
SEE ATTACHED AMENDMENT

Delivery period: (Maximum six months from date agreement was signed)

Name and Title of Activity Supervisor: Hassan B. Jallow, Vice Chairman
Gambia Law Foundation

Description of Activity The Gambian Attorney General presented a proposal to the Embassy designed to improve the administration of law and to further the protection of human rights laws in the Gambia. This proposal involves a training of court clerks (Scribes), who record the evidence in English. The training program will enable better protection of human rights laws at the grass roots level. (The bulk of law cases are tried by the District Tribunal). The Attorney General believes this training program will enhance the tribunal and make them a more functional effective institution. Thru this the Tribunal will perform a better form of administrative justice, protecting the human rights of Gambians.

25

AMENDMENT TO IAA # 5635004

U.S. Grant increased from \$2,500 to \$7,500. in support of the District Tribunal Training Program for the improvement of law and to further the protection of Human Rights in The Gambia.

H. Clay Black
H. Clay Black
Charged

Date: 6/27/85

Hassan B. Jallow
Hassan B. Jallow
Vice Chairman of
Gambia Law Foundation

Date: 27/6/85

USAID BANJUL Thomas Mahoney
Thomas Mahoney
Acting AID Representative

DATE: 6/27/85



DELIVERY PERIOD- SIX MONTHS December 27, 1985

TERMINAL DATE OF ISSUANCE OF IMPLEMENTING DOCUMENTS December 27, 1985

MAXIMUM DOLLAR AMOUNT OF U. S. GRANT \$7,500. (Seven thousand five hundred)

Standard Provisions for Special Development Assistance

Attachment No. 1 to Individual Activity Agreement No. 5635001

- A. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right: (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located; and, (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.
- C. Any property furnished through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project and thereafter shall be used so as to further the objectives sought in carrying out the project. Unless otherwise agreed by the United States Government, THE LAW REFORM COMMISSION shall offer to return to the United States Government, or to reimburse the United States for any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.
- D. The Individual Activity Agreement shall enter into force when signed. All, or any part, of the assistance provided herein may be terminated by either party by giving the other party 30 days written notice of intention to terminate the Agreement. Termination of the Agreement shall terminate any obligations of the two parties, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to termination of the IAA. It is expressly understood that all implementing documents, such as purchase orders, requisitions, procurement actions, etc., must be initiated under this obligating Individual Activity Agreement by the agreed upon terminal date, but not later than six (6) months from the effective date of Agreement, otherwise the cancellation provision stated in the preceding sentence will automatically become effective without the necessity of a written advance notice of intent to cancel.

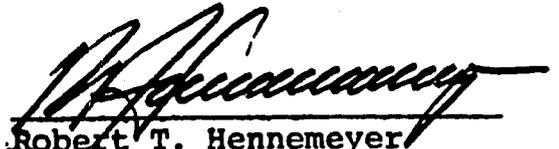
Attachment # 2 to IAA

1. Aid given by the Embassy to Special Self Help Projects is to be in the form of materials and contracted services. There will be no assistance given in kind, that is, no transport using Embassy vehicles, no labor performed by Embassy personnel, no supplies issued from the Embassy store. Exceptions are to be made only in extraordinary circumstances.
2. All bills presented for payment by Purchase order to the Embassy's Administrative Assistant must be accompanied by the original billings from the original supplier. Billings from middle men will not be sufficient, although they will be required for any charges made by third parties for services rendered. Exceptions will be made only with the prior approval of the Administrative Assistant and/or the Self-Help Officer. Exceptions will still require as much certification as is possible to secure.
3. We encourage the use of merchants situated outside of the Banjul - Kombos St. Mary area, even if this might result in slightly higher item costs for materials. For the project, this might help to cut down on transportation costs, if goods are procured nearer to the site of the SSH project. We would hope that this procurement policy would go some (albeit small) way to encouraging/supporting the economic development of different areas of The Gambia.
4. In the Agreement signed by the Project Manager with the Embassy, it is explicitly stated that all implementing documents (e.g., purchase orders) must be drawn up and acted upon within six months of the signing of the Agreement. This provision has been overlooked in the past, causing projects to go on for 12 months or more. This will not be allowed to occur any longer, except in cases approved in advance by either the Administrative Assistant or the Self-Help Officer.

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Certification:

I certify that the foregoing project requires no disbursement of funds directly or indirectly to the host government or their agents, therefore, FAA-121 (D) does not apply.


Robert T. Hennemeyer
Ambassador

Date: 3/28/85.....

A G R E E M E N T

between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE MINISTRY OF JUSTICE
BANJUL, THE GAMBIA

137601
40 ft
197-46222

INDIVIDUAL ACTIVITY AGREEMENT NO: 6635002

TITLE: Training, office equipment and
Stationery Project.

AUTHORITY: Foreign Assistance Act of 1961, as amended, in accordance with the General Agreement on Special Development Assistance between the Government of the United States of America and the Government of The Gambia dated March 5, 1973, and accordance with the standard provisions annexed to this Individual Activity Agreement.

MAXIMUM DOLLAR AMOUNT OF U.S. GRANT: \$15,000.00

TERMINAL DATE FOR ISSUANCE OF IMPLEMENTATION DOCUMENTS: (No later than six months after date of Agreement) January 23, 1987

PROJECT ACTIVITY COMPLETION DATE (PACD) January 23, 1987

DESCRIPTION OF ACTIVITY: The Gambia Minister of Justice has presented a proposal to the Embassy designated to improve the administration of Law and to further the protection of Human Rights in The Gambia. The proposal involves training, office stationery and equipment and the printing of the Law reports of The Gambia.

U.S. CONTRIBUTION: The U.S. Embassy will contribute up to \$15,000.00 (Fifteen Thousand Dollars), for the training cost, equipment and stationeries per the attached budget.

MINISTRY OF JUSTICE

GOVERNMENT OF THE UNITED STATES

Hassan B. Jallow

Hassan B. Jallow
Attorney General and Minister
of Justice

Byron H. Bahl

Byron H. Bahl
Charge' D'Affaires

23/7/86

Date

7/23/86

Date

AID ACCOUNTING DATA

Appropriation: 72-11X1012
Allotment : GSHX-86-21635-KG-75
Project : 625-9801.35

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Standard Provisions for Special Development Assistance

- A. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of an activity under this Agreement and until three years after the completion of the activity, shall further have the right: (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located; and, (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, and audit described in the preceding sentence are reserved to the party which did the financing.
- C. Any property furnished through financing pursuant to this Agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project and thereafter shall be used so as to further the objectives sought in carrying out the project. Unless otherwise agreed by the United States Government, The Gambia Ministry of Justice shall offer to return to the United States Government, or to reimburse the United States for any property which it obtains through financing by the United States Government pursuant to this Agreement is not used in accordance with the preceding sentence.
- D. The Individual Activity Agreement shall enter into force when signed. All, or any part, of the assistance provided herein may be terminated by either party by giving the other party 30 days written notice of intention to terminate the Agreement. Termination of the Agreement shall terminate any obligations of the two parties, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to termination of the IAA. It is expressly understood that all implementing documents, such as purchase orders, requisitions, procurement actions, etc., must be initiated under this obligation Individual Activity Agreement by the agreed upon terminal date, but not later than six (6) months from the effective date of the Agreement, otherwise the cancellation provision stated in the preceding sentence will automatically become effective without the necessity of a written advance notice of intent to cancel.

Attachment No. 1 to Individual Activity No. 6635002

Attachment # 2 to IAA 6635002

1. Aid given by the Embassy to Special Self Help Projects is to be in the form of materials and contracted services. There will be no assistance given in kind, that is, no transport using Embassy vehicles, no labor performed by Embassy personnel, no supplies issued from the Embassy store. Exceptions are to be made only in extraordinary circumstances.
2. All bills presented for payment by Purchase order to the Embassy's Administrative Assistant must be accompanied by the original billings from the original supplier. Billings from middle men will not be sufficient, although they will be required for any charges made by third parties for services rendered. Exceptions will be made only with the prior approval of the Administrative Assistant and/or the Self-Help Officer. Exceptions will still require as much certification as is possible to secure.
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4. In the Agreement signed by the Project Manager with the Embassy, it is explicitly stated that all implementing documents (e.g., purchase orders) must be drawn up and acted upon within six months of the signing of the Agreement. This provision has been overlooked in the past, causing projects to go on for 12 months or more. This will not be allowed to occur any longer, except in cases approved in advance by either the Administrative Assistant or the Self-Help Officer.

MINISTRY OF JUSTICE
THE GAMBIA
SPECIAL SELF HELP PROJECT
IAA NUMBER 6635002 HUMAN RIGHTS
DETAILED BUDGET

(Balld 7/23/86)
Justices of the Peace
District Tribunal Training:-

Photo Copier	-	D39,453.00
Stationery	-	10,000.00
Workshop	-	5,000.00

Printing Law Books:

Photo Copier	-	D39,453.00
Typewriter	-	8,148.00
Printing	-	<u>10,446.00</u>
		D112,500.00

C E R T I F I C A T I O N

I certify that the foregoing project requires no disbursement of funds directly or indirectly to the host government or their agents, therefore FAA-121 (D) does not apply.

Byron Bahl

Byron H. Bahl
Charge' D'Affaires, a.i.

7/23/86

Date