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U.S.A.I.D. Project Number: 598-0645, 17

PROJECT

GRANT AGREEMENT

BETWEEN

the

UNIVERSITY OF THE WEST INDIES

and the

UNITED STATES OF AMERICA

for

CARIBBEAN JUSTICE IMPROVEMENT

Date:d: 08/28/86

CONFORMED COPY

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PROJECT GRANT AGREEMENT

Dated: August 28, 1986

Between

The University of the West Indies (Grantee)

And

The United States of America, acting through the
United States Agency for International Development ("U.S.A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex I, will consist of assistance in improving the administration of justice in the countries of the English-speaking Caribbean including, but not limited to, Belize, Jamaica, Antigua and Barbuda, Barbados, Dominica, Grenada, St. Christopher and Nevis, St. Lucia and St. Vincent and the Grenadines. The Project, administered by the University of the West Indies, will provide technical assistance, services and commodities to participating entities in the area. Annex I, which is attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex I may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project.

(a) U.S.A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to U.S.A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed;

(b) Within the overall Project Assistance Completion Date stated in this Agreement, U.S.A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by U.S.A.I.D. under an individual increment of assistance. The anticipated life of Project budget for the Project is contained in Annex I.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, U.S.A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement, a sum of not to exceed One Million, Five Hundred Thousand United States ("U.S.") Dollars (\$1,500,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project

The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is July 31, 1991, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as U.S.A.I.D. may otherwise agree in writing, U.S.A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by U.S.A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as U.S.A.I.D. agrees to in writing. After such period, U.S.A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement

SECTION 4.1. First Disbursement. Prior to the first disbursement under the Grant, or to the issuance by U.S.A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to U.S.A.I.D. in form and substance satisfactory to U.S.A.I.D.:

(a) A statement of the name of the person holding or acting in the office of the Grantee specified in Section 8.2., and of any additional representatives, together with a specimen signature of each person specified in such statement; and

(b) Evidence that a Project Director, has been designated with appropriate delegations of authority and a supporting staff to effectively implement the Project.

SECTION 4.2 Disbursement for Quick Impact Activity (QIA). Prior to the first disbursement under the Grant for Quick Impact Activities (the initial \$50,000 of funding per state), the Grantee will, except as the parties otherwise agree in writing, provide AID, in form and substance satisfactory to AID:

(1) Evidence that a National Advisory Committee has been constituted including representatives from the relevant bar, judiciary and government legal services and including the UWI Resident Representative in a liaison capacity, an "action" person (the chair or another) has been named and is serving, and the committee is actively functioning;

(2) a statement that the Committee will remain in existence as a Committee throughout the life of the Project for purposes of coordinating and developing country priorities for activities to be carried out under the Project; and

(3) a signed MOU as detailed in Annex I

SECTION 4.3. Disbursement for a Particular Activity Other Than Quick Impact Activities. Prior to the initial disbursement to finance any country specific activity excluding quick impact activities and law library development in a participating country, the Grantee will, except as the Parties may otherwise agree in writing, provide AID, in form and substance satisfactory to AID:

(1) a preliminary action plan for the individual country which contains: (a) a detailed description and cost estimates for all activities to be provided under the project, and (b) a description of the host-country contribution and of the policy reforms that will be undertaken by the host-country government or bar association as part of the project; and

(2) a signed MOU as detailed in Annex I.

SECTION 4.4. Notification. When U.S.A.I.D. has determined that the conditions precedent specified in Section 4.1., 4.2. and 4.3. have been met, it will promptly notify the Grantee.

SECTION 4.5. Terminal Dates for Conditions Precedent.

(a) If all of the conditions specified in Section 4.1. have not been met within 90 days from the date of this Agreement, or such later date as U.S.A.I.D. may agree to in writing, U.S.A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants

SECTION 5.1. Project Evaluation The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Contracting Procedures. The Grantee, except as U.S.A.I.D. may otherwise agree in writing, covenants to obtain prior U.S.A.I.D. approval of all contracting procedures and contract awards for procurements over US\$10,000.

SECTION 5.3. Implementation. UWI, except as AID may otherwise agree in writing, shall covenant as follows:

(1) UWI will establish a Donor Committee consisting of representatives of the UWI Faculty of Law, United Nations Development Program (UNDP), Commonwealth Fund for Technical Cooperation (CFTC), Canadian International Development Agency (CIDA), British Development Division (BDD) and AID.

(2) In the event that advances of funds are placed in an interest bearing account by UWI or any project sub-grantee, any interest earned on those funds will be paid over to AID.

SECTION 5.4. Travel Expenses. UWI agrees that with regard to the travel of its employees or with regard to travel of individuals under any of its sub-agreements, (a) it will not submit a claim for reimbursement for a traveller which exceeds the travel allowances and per diem payment which AID allows to its own direct hire employees and (b) it will abide by the Fly America rules for air travel as shall be furnished by AID in a Project Implementation Letter.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1. will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States ("Foreign Exchange Costs"), except as U.S.A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1.(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as U.S.A.I.D. may otherwise agree in writing, their origin in the participating countries of the English-speaking Caribbean.

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to U.S.A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for U.S.A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting U.S.A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to U.S.A.I.D., committing U.S.A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing U.S.A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs U.S.A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to U.S.A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained:

(1) by acquisition by U.S.A.I.D. with U.S. Dollars by purchase;

(2) by U.S.A.I.D. (A) requesting the Grantee to make available the local currency for such costs, and (B) thereafter making available to the Grantee, through the opening or amendment by U.S.A.I.D. of Special Letters of Credit in favor of the Grantee or its designee, an amount of U.S. Dollars equivalent to the amount of local currency made available by the Grantee, which dollars will be utilized for procurement from the United States under appropriate procedures described in Project Implementation Letters.

The U.S. dollar equivalent of the local currency made available hereunder will be, in the case of subsection (b)(1) above, the amount of U.S. dollars required by U.S.A.I.D. to obtain the local currency, and in the case of subsection (b)(2) above, an amount calculated at the rate of exchange specified in the applicable Special Letter of Credit Implementation Memorandum hereunder as of the date of the opening or amendment of the applicable Special Letter of Credit.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into a participating country of Grantee by U.S.A.I.D. or any public or private agency for purposes of carrying out obligations of U.S.A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into currency of member country of Grantee at the highest rate of exchange which, at the time the conversion is made, is not unlawful in that member country. The highest rate not unlawful shall be the most favorable rate available to any persons, entities or class of transactions.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Mail Address: PROJECT DIRECTOR
CARIBBEAN JUSTICE IMPROVEMENT PROJECT
UNIVERSITY OF THE WEST INDIES

Alternate address for cables:

To U.S.A.I.D.:

Mail Address: MISSION DIRECTOR

Regional Development Office/
Caribbean
P.O. Box 302
Bridgetown, Barbados

Alternate address for cables: USEMB BGI 2259

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. The Grantee, in addition, will provide the USAID Mission with a copy of each communication sent to U.S.A.I.D.

SECTION 8.2. Representatives For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Principal, Cave Hill Campus and U.S.A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to U.S.A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

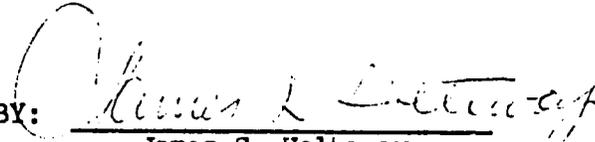
SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex II) is attached to and forms part of this Agreement.

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

UNITED STATES OF AMERICA

UNIVERSITY OF THE WEST INDIES

BY:


James S. Holtaway

BY:


Fitzroy R. Augier

TITLE: Director, RDO/C

TITLE: Acting Vice Chancellor

Project Description

The Project will promote the rule of law in the entire Commonwealth Caribbean by providing through the University of the West Indies, as the managing institution, assistance to Caribbean countries, organizations in those countries and to regional organizations, such as OECS. Under the \$7.8 million Grant, UWI will make sub-grants to, and execute contracts and other agreements such as memoranda of understanding (MOU's) with, regional, sub-regional and national institutions and with other entities which are deemed to have resources necessary to achieve the Project goals. Major project components include law revision and reform, a case reports/textbook revolving fund, law library enhancement, country-specific activities, UWI operational support, and regional technical assistance/training.

I. The Project Strategy

The project strategy is based on four key, mutually reinforcing principles:

A. Regional Activities and Institutions are the Most Effective Way of Generating a Self-Sustaining Process of Reform

This project will rely on Caribbean institutions to the greatest practicable extent. U.S. bar groups, universities and other entities may be involved in specific project components as a particular need or opportunity arises for which a U.S. entity is an appropriate contractor or supplier. However, it is not planned that a single U.S. entity be involved in the full range of project activities.

The role of implementor and project manager will be played by the University of the West Indies. In many substantive areas the UWI goal will simply be to raise the participant states up to the regional standard. In other cases the regional standard itself may need improvement (such as in court registries where even the better off states have antiquated systems).

B. Country Specific Activities are a Necessary Project Input

Although regional in focus, the project, to be successful, must provide inputs at the local level. There is a critical need for basic materials (library shelving, file cabinets, chairs, tables) and equipment (xerox machines etc.) in courts and government legal offices in all participating countries.

C. Host Country Policy Reform is Key to Project Success

The level of support received by each participating country will depend upon the country's willingness to adopt reforms and modernize procedures so that maximum benefit is derived from the grant. All countries will not be treated alike - except for a small tranche of country specific funding (roughly \$50,000 per State) which will be provided upon project initiation as a means of stimulating host country interest and policy action.

Budgetary constraints in the micro-states are a fact of life - but many of the reforms adopted will cost the countries less money - not more. User fees will be encouraged. For example, efficient court and document registries could generate substantial filing and search fee revenue which could then be invested in system improvement. Members of the Bar who routinely use the deteriorated Supreme Court libraries free-of-charge should be more than willing to pay an annual fee which could be used for library maintenance. Another example involves reforms in the laws of evidence. Allowing liberal use of photocopies as evidence in court and departing from the Dickensian practice of copying deeds into huge libers and typing out "true copies" would save considerable staff time and money.

Other reforms are non-monetary in effect. For example, some of the disincentives in judicial service could be lessened by adopting a later age for mandatory retirement or eliminating the requirement altogether. To the same effect would be a rule limiting the circumstances under which a retired judge is disqualified from a court appearance to a genuine conflict of interest.

U.S.A.I.D. will not dictate the precise policy reform to be adopted. It is up to each individual state and participating entity to adopt measures suitable for its own society and needs. U.S.A.I.D.'s concern is simply that some form of appropriate steps be taken to address adequately the binding constraint.

D. Project Activities with the Greatest Practical Impact Will be Emphasized

Practical, do-able, sustainable activities that produce tangible results in the day-to-day operation of a country's legal system will be given priority. Under these criteria law reform and revision, publication of court decisions, direct improvement of court registries, court management, and legal aid/public defender services will be priority activities.

Study tours, international conferences, and academic research are a lesser priority and generally will not be funded, unless there is a special reason to do so.

The participating countries can correctly point to the deplorable courtroom and registry conditions they face, but there is scant reason to apply scarce U.S.A.I.D. resources to "hardware" needs such as capital projects unless the "software" - i.e. trained staff, management systems and policy reform - are in place. Under the same reasoning, U.S.A.I.D. funds may be used for the low-cost, functional renovation and adaptation of existing structures when accompanied by the country's commitment to policy reforms that assure that the investment will be properly utilized and maintained. However, construction of new buildings and facilities will not be financed under the project. In general, activities will not be financed unless there are reasonable prospects that future recurrent costs associated with the investment can be met.

II. Project Description

A. General

The project has two major parts: the UWI Grant (\$7.8 million) and the Jamaica component (\$2.2 million). A total of \$10 million is to be authorized from the LAC regional account. Hence \$7.8 million will be obligated by an RDO/C negotiated grant agreement with UWI, and the balance of \$2.2 million in a project agreement negotiated by USAID/Kingston with the Government of Jamaica.

Expenses incurred in carrying out this grant shall be eligible from the date of Project Authorization.

The Project Assistance Completion date (PACD) for the UWI Grant will be July 31, 1991, the last day of UWI's fiscal year ending approximately five years after the date of project authorization.

The Illustrative Budget for the Project is set forth at Attachment A.

B. Detailed Description

UWI Component

The UWI Grant component will administer project assistance for all participating countries except Jamaica, which is described in 2. below. Each country, through the establishment of a National Advisory Committee, will develop its own individual Action Plan to request identified assistance to meet the particular needs of its legal system. The Action Plan is required to meet the conditions precedent for disbursement of Section 4.3 for "particular activities other than Quick Impact Activities" and will provide a detailed description of the types of assistance needed and the estimated costs for the goods and services sought, and a description of host country contributions and policy reforms to be undertaken. Quick impact activities, under the Project, can be financed without a prior Action Plan.

Upon completion the Action Plans will be reviewed by UWI and submitted to the RDO/C for approval. In approving the plans the Mission will take into consideration the following criteria.

1) The targeting of proposed assistance on problems or deficiencies in the legal system the redress of which is deemed critical to adequately administer justice in that country.

In order to approve the assistance proposed, the Action Plan should clearly demonstrate the critical nature of the problems to be addressed and show that the activities proposed are the most effective way of dealing with them. These will vary from country to country, but in each case the particular mix of activities proposed (e.g. revision of certain laws, materials or equipment to upgrade courts, training of paralegals) should be clearly described and quantified.

2) The commitment of the host country toward addressing the problem areas identified.

Project assistance will only be provided for those countries which have committed resources to the program described in the Action Plan. In many cases it is expected that in kind contributions from the host country government of personnel or administrative/logistic support will be required to carry out a country specific program. The Mission will also consider the country's ability to maintain and continue satisfactory support to its legal institutions following completion of the project. In some instances, however, the most important host country contribution will lie in the area of policy reform, and where this applies the Action Plan should describe reforms that the host country (or bar association) has agreed to undertake. (Several possible reform areas have been outlined in paragraph e. below). In reviewing the Action Plan, the Mission will consider how critical such policy reforms are to the achievement of project objectives, and the responsiveness of capability of the host country to effect the changes. Commitment of the host country to provide resources or carry out agreed policy reforms will be reflected as conditionality in the MOU's.

3) The above two criteria will be afforded the greatest priority in reviewing and evaluating country Action Plans submitted to RDO/C for approval. Other factors that will be considered, but will be given less weight, include:

- The likelihood of obtaining the requested assistance from another source;
- The potential utility or benefit of the requested assistance to other participating countries;
- A preference not to finance construction or substantial renovation, except where not to do so would be a direct and significant limitation on the operation of legal institutions.

Once the Action Plans have received RDO/C approval, they will be implemented under Memoranda of Understanding signed by UWI, the host country, or other appropriate entity and USAID. As some activities will be ready for implementation before others, it may be appropriate to carry out a country program using more than one MOU (e.g. an MOU for a library activity, another for a training program, etc.)

There is no predetermined order for the approval or implementation of country programs; they will be approved and moved forward as satisfactory Action Plans are submitted and funding is available.

a. UWI Administration (\$860,000)

This sub-component is designed to provide UWI with the operational support it will require to implement and manage the Project. The implementation unit will include: the Project Director, Deputy Project Director and secretarial support staff. The positions of the

Project Director and the Deputy Project Director will be appointed by UWI. The office which administers the UWI component will be at the UWI campus in Barbados and under the management of the Project Director. The Deputy Director will be stationed in St. Lucia, with limited secretarial support financed by the project, and will be responsible for coordination of OECS related project activities with the main office in Barbados. His role will be especially important where regional law reforms and harmonization are undertaken, and it is expected that he will meet on a regular basis with the Project Director to assist in the implementation of any of the other project activities contemplated under the Project. (For budgeting purposes, the Deputy Director and support staff have been financed under the Regional TA and Training activity).

b. Law Library Development (\$600,000)

Under this component (costed at \$600,000) UWI will provide technical assistance and training to participating countries to develop and maintain a law library. Instead of the ragtag assortment of books scattered around Government Offices, the intent is to develop a single adequate library serving the courts, Government, and the practising Bar in a country. Existing Government collections would be consolidated, except for essential items needed by prosecutors, legal draftsmen and others for immediate reference.

Country requests for project assistance in law library development will be described, together with cost estimates, as part of the Action Plan submitted to the UWI Implementation Unit and reviewed by the Project Committee. Among the specific commitments that a country would be expected to undertake with respect to law library development are the following:

- Within 30 days of MOU signing, the government would designate a suitable candidate for training as a paraprofessional in law librarianship, giving the assurance of a reasonably remunerated career.
- The government would provide adequate physical accommodation for the library in proximity to major users.
- A user fee system for the practising Bar would be established, with revenue being used for library purposes. Revenue derived from use of photocopy machines would likewise be used for library purposes.
- Suitable budgetary provision for library upkeep and maintenance would be established.

c. Case Reports/Textbook Revolving Fund (\$250,000)

Law reporting is a major legal need. No court reports have ever been published for Belize or any of the Leeward Islands (Anguilla, Antigua/Barbuda, British Virgin Islands, Montserrat, St. Christopher/Nevis) and only one volume - covering cases between 1866 and 1907 - has ever been published for the Windward Islands (Dominica, Grenada, St. Lucia, St. Vincent and the Grenadines). The West Indies Reports - published commercially in Britain - tend to highlight cases from the larger states whose lawyers, after all, account for most book sales. Hence this series in no way meets the micro-states' needs for reported judicial decisions. To bridge this gap, assist in providing teaching materials for the Faculty of Law, and offer an incentive for much-needed legal scholarship, the project will fund a revolving fund in the estimated amount of \$250,000 (the "Fund") that will be set up in a separate, non-interest bearing account and managed by UWI. The UWI Project Director will have sole authority to issue disbursements from the Fund.

The Project Committee will have the responsibility of recommending which publications will be funded and the order in which they are to be prepared and printed. Concurrence of the USAID Project Manager in publications to be financed will be required. In selecting which case reports and textbooks to publish, the Committee will consider which subjects are in the greatest demand by law libraries, law students, judges and legal practitioners in the region. Examples of subjects which are currently in great demand in the region are:

- Constitutional Law
- Criminal Law
- Labor Law
- Family Law
- Law of Contract
- Law of Torts
- Equity and Trusts
- Revenue Law
- Law Relating to Damages
- Law of Succession
- Law of Mortgages
- Landlord and Tenant
- Criminal Practice and Procedure
- Civil Practice and Procedure
- Law of Evidence
- Conveyancing
- The Legal Profession
- Grenada Law Reports

The volumes will be published with soft back covers to reduce the cost per volume of printing. Subject to constraints on printing, between four and five titles will be prepared simultaneously, with printing to take place at three month intervals, during the entire life of the project. It is anticipated that the first volume will be published by January 1987.

Although no formal maintenance of value undertakings are included in the Grant Agreement, it is planned that sufficient revenue will be generated by book sales to enable the Fund to maintain principal and keep up with inflation.

Copyright may be negotiated but preferably shall be shared between the Faculty of Law and the author/compiler. U.S.A.I.D. shall be entitled to a royalty-free license to use such published material at its pleasure.

Annual reports on the Fund shall be produced by the committee chairman, with a financial statement of account prepared by the UWI Finance Officer.

d. Law Revision and Reform (\$1,750,000)

\$1,750,000 is budgeted for this extremely important activity. Of the seven micro-states, only Belize has had a revision of laws (compilation of existing statutes and legislative laws) in the past twenty years and that did not extend to subsidiary legislation. Although law revision should occur every ten to fifteen years, the last revision for St. Vincent, St. Lucia and Grenada, to give the three worst examples, took place in 1926, 1957 and 1958, respectively.

The United Kingdom, Commonwealth Fund for Technical Cooperation (CFTC) and United Nations Development Project (UNDP) have financed technical experts in law revision in the past, and they are willing to do so in the future. (See Other Donor Expressions of Support For the Project, Annex K of the Project Paper). Hence U.S.A.I.D. financing is projected only for the cost of preparation of materials, printing and publishing. Yet these costs are not inconsiderable. Since all seven states need law revision (except for half the job already done in Belize), and \$270,000 is an average printing cost per state, a total of \$1.75 million is estimated for this component.

Requests for assistance in financing the publication of revised statutory and legislative laws should be included in the country Action Plans. It is recognized that the process of law revision carried out by other donors may not be completed at the time Action Plans are submitted, and that therefore the extent of publication needs and cost estimates may not be identifiable until later in the project. In this case a separate MOU may be negotiated between UWI and the recipient country, once the request for law revision/publication assistance has been reviewed and approved by the Project Committee, and concurred in by the USAID Project Manager.

Because of the substantive antiquity of these states' laws, law reform should be included in the process to the greatest possible extent. Law reform is a longer-term process but without the deadline imposed by a law revision, genuine law reform might never occur. Law revision, on average, takes three years per state. During this time a fair amount of law reform can be accomplished - but there is no way that it can be completed.

Legal harmonization is also an important objective that can be injected into the process through the OECS Secretariat in St. Lucia. Uniformity of laws is not realistic, but much more can be done to harmonize the laws of the OECS states. An important first step (preparatory to law revision) would be to standardize format, title and chapter headings and content for statute books of the OECS states. This is an initial UWI objective for this subcomponent, the coordination of which will be an important function of the Deputy Project Director.

e. Country-Specific Activities (\$2,150,000)

This component (costed in the amount of \$2.000 million) will provide funding for one full-time, local hire, Primary Coordinator in each territory. The Primary Coordinator will be a person contracted by UWI, having a working knowledge of the justice system of the country in which he will be located. It will be the responsibility of the Primary Coordinator to coordinate the activities of the national commission with UWI.

The purpose of this sub-component is to fund activities which are not covered by other project elements, but which are of particular importance to that country. Assistance will be provided to participating countries for country specific activities on the basis of a detailed Country Action Plan for the justice sector. These plans, which may be updated as appropriate, will articulate the overall strategy expected to be followed in justice sector reforms and improvements and include all project financed activities (e.g. law revision, TA, Revolving Fund etc.) for that country. The plans will be developed through the joint efforts of national commissions established in each participating country, the resident Primary Coordinator and UWI. Each country Action Plan should set forth the major areas of effort, including probable participants, activity description and an illustrative budget which sets forth total estimated cost of the program, including the level of assistance requested from USAID and the in-kind or other resources that will be provided by the host country. Other donor support should also be indicated. The plans should also discuss the following policy reform issues that will be addressed in the program. These may include, but are not limited to:

- Government commitment to providing a larger percentage of its budget to the justice systems;
- Government commitment to reform of judicial retirement legislation;
- Government and bar association commitment to improving legal aid and public defender system;
- Government commitment to law reform;
- Government commitment to modernizing document filing and search fee structure;

- Government commitment to recycling funds raised through fees back into the legal system; and
- Commitment of bar associations to reforming the present tradition which prohibits retired judges from appearing in court.

As discussed infra, other donors have made contributions to assist the justice sectors of the Caribbean. It is anticipated that these donors will continue their assistance efforts in this area. The British for example, have expressed a willingness to continue to provide technical assistance in the form of Legal Draftsmen and Law Revision Commissioners for law reform and revision efforts of the Caribbean States. In this regard, Britain and other possible donors will be major factors in the successful outcome of this Project.

To ensure coordination with other donor activities, avoid duplication and effectively target activities, a Donor Committee will be established and include representatives from the UWI Faculty of Law, the UNDP, BDD, CIDA and CFTC as well as the Project Director and Deputy Project Director.

Due to the nature of the Country Specific Activities, it is necessary to give weight to the priorities determined by the individual countries in their Action Plan when approving activities for funding. It is anticipated that USAID will fund the following types of activities.

(1) Court Management

Under this heading attempts will be made to ensure a smooth flow of court dockets from the time of filing to the date of hearing. The equipment required will be purchased on the recommendation of experts provided under the heading "Technical Assistance and Training.

(2) Pilot Computer Applications in Records Management

Expenditure under this head will depend on the recommendations of the court management experts.

(3) Renovation/Adaptation of Existing Structures

Several of the court and registry offices are in various stages of disrepair. Their improvement is a prerequisite to the provision of space for adequate library facilities and new equipment for improving court management methods. This is likely to be the largest single user of funds under this component, which will also include items such as airconditioning and/or soundproofing certain specific court rooms.

(4) Technical Assistance in Establishing Public Defender Systems

The actual expenditure required to establish such a system will be funded under this head. It is assumed that the assistance to the territory to get the program going will be met under the heading of Regional Technical Assistance and Training.

(5) Essential Commodity Procurement

As the name of this head implies essential commodity items both new and replacement, will be funded under this head. This will include typewriters, filing cabinets, photocopying machines, word processors, shelving, desks, chairs, etc.

(6) Establishment of UWIDITE

This program provides teaching and teleconferencing facilities for the non-campus territories, mainly from the campus countries of Jamaica, Barbados and Trinidad and Tobago. There are at present receiving facilities in Dominica, Antigua and St. Lucia. None exist in Grenada, St. Christopher-Nevis and St. Vincent. If the last three countries so request, funds under this head may be used to assist in establishing receiving facilities for them.

(7) Public Education Program

Funds under this head of expenditure would be utilized to assist local bar associations to institute and undertake public education programs in the field of legal and human rights. Special attention will be expected to be paid to the needs of the underprivileged and minorities. The rights of women, children, the poor and the handicapped will be expected to receive special attention.

(8) Continuing Legal Education

Local bar associations are constantly in need of programs which accentuate recent developments in the law. In the smaller territories the sole legal practitioner is often unable to keep up with recent changes in the law and their effect upon the administration of justice. Where countries so request such programs will be established and run on an annual or bi-annual basis. The cost of any experts required to assist in this activity should be met under the component "Regional Technical Assistance and Training."

(9) Research Assistance for Judges

The concept of clerking to Judges by law graduates is not a feature of the Caribbean legal systems. With one High Court Judge in each territory, who is required to undertake all the judicial and administrative work in that territory; it is felt that a pilot program could be initiated whereby a law student preferably from the Hugh Wooding or Norman Manley Law Schools could be attached during the vacation periods, in order to assist the Judge to research materials.

An MOU will be signed between UWI and recipient entities for all country specific activities. All such MOU's will require U.S.A.I.D. prior approval.

It is expected that not all countries will show the same seriousness of purpose or desire to attack the underlying problems. For this reason, except for a relatively small number of country specific funding (\$50,000 per territory) which will be provided upon project initiation as a means of stimulating host country interest and policy action, countries will not be treated alike. The amount each country receives under the UWI Grant will depend upon its willingness to adopt reforms and modernize procedures.

f. Regional Technical Assistance/Training (\$340,000)

This sub-component will cover a variety of national and regional training and technical assistance activities not covered by other project components. Essentially, this is a residual category to cover other worthwhile activities to support the rule of law and legal systems in the region whose financing under the U.S.A.I.D. Grant might otherwise have been in doubt.

Of the amount budgeted for under this sub-component, \$150,000 will be set aside to provide the OECS with the operational support it will require to assist in the implementation of the project. A full-time Deputy Project Director is funded for the life of the project with additional funds provided for limited staff support. The Deputy Project Director will assist the Project Director in managing and implementing those project activities being carried out in OECS member countries and will be housed in OECS headquarters in St. Lucia.

The Project Committee will review and approve requests for technical assistance and training submitted in country Action Plans.

It is envisaged that the following activities will fall under the heading; and that these activities will be pursued throughout the entire life of the Project.

(1) Training for Police Prosecutors

After the course of training has been developed, the actual training will take place at two levels - local and regional. Locally the trainers will travel to the respective territories and conduct seminars among such officers. Regional officers will be encouraged to attend either the Regional Police Training center in Barbados or a similar establishment in Jamaica; during which time they would be expected to attend Court sessions and any relevant courses being conducted for para-legals in the two countries mentioned in (b) below.

It is also felt that these officers would be prime candidates to pursue, in their own territories, the course of studies leading to the Certificate in Legal Studies which is about to be introduced by the Faculty of Law at Cave Hill.

(2) Training for Para-Legals

This category will comprise personnel who assist in the various courts and the registry offices. Both Barbados and Jamaica have well established programs which are recognized by the Council of Legal Education. Scholarships will be made available for suitable personnel to attend these establishments. As in (1) above those who are chosen will be expected to continue studies in their home countries leading to the Certificate in Legal Studies.

(3) Teleconferencing Under UWIDITE

Under this head will be met the cost of running programs of training to various categories of court personnel who will be based in their territories, but with a trainer in some other territory. The usefulness of this method of training is that it will reduce travel and subsistence costs tremendously.

(4) Subgrant to OCCBA

Where a territory decides to start a Legal Aid Program, this activity will be met from "Country Specific Activity" funds. The assistance to the territory of knowledgeable people to get the program underway will be met under this head of expenditure and will be channelled through OCCBA.

(5) International Development Law Institute

The International Development Law Institute runs many programs in which it is able to provide experts to train local legal practitioners on technical legal subjects - such as the negotiation of international and multi-national contracts. Supporting funds could be made available under this head to enable regional training courses to be held.

The above examples are a small sampling of the targets of opportunity that may present themselves during the life of the project.

All M.C.U.'s to carry out this component shall require prior U.S.A.I.D. approval.

C. Role of UWI and Other Caribbean Institutions

1. Role of UWI

Overall responsibility for the project will be vested in UWI, operating through the Faculty of Law. This faculty is the region's best equipped legal institution. For over 15 years it has worked closely with all facets of the legal systems and leading legal professionals in the participating states. UWI has the capacity to administer a project of this magnitude.

With limited resources, the Faculty of Law has been trying to provide a variety of legal outreach for the region. For instance, its members act as external examiners to the law courses of the para-legal program of the Barbados Community College.

One of the great values in bringing the Caribbean Justice Improvement Project under the UWI umbrella is that it will be able to benefit from the knowledge, experience and insight, not only of the Faculty of Law, but of virtually all the talent that the institution has at its disposal on the three campuses. The UWI Development and Planning Unit, Extra-Mural Department and Finance Office have made significant inputs into project design. The Vice-Chancellor, Pro-Vice Chancellor for Planning, and the Principal of the Cave Hill Campus, all strongly committed to the project, will play a constructive role on CJI. The potential for teleconferencing through UWIDITE is one area in which they could play a lead role. The Institutes for Social and Economic Research (ISER) that exist on all 3 campuses will no doubt be involved on specific project activities.

2. Other Caribbean Institutions

Major entities in the region that may be expected to play a role on the Project, either as a sub-grantee or contractor, are the following:

a. Organisation of Eastern Caribbean States

The OECS will play an active role in project implementation. The Deputy Project Director will have an office in the OECS headquarters in St. Lucia and will work closely with the Project Director in managing that portion of the project involving OECS member states.

In addition, the OECS will take part in the law revision and law reform activities contemplated under the project. Harmonization of the law and legal systems of member states is a goal of the OECS Treaty which came into force on July 4, 1981.

The OECS legal staff has drafted a number of uniform laws in the business and commercial area and can play a useful role on both law revision and reform. One of OECS' likely first tasks in law revision will be to standardize statutory format and title/chapter subject headings throughout the member states. A non-controversial change like this can be a significant first step on the road to legal harmonization. It is anticipated that a good deal of the actual revision work financed by other donors will take place at the OECS Secretariat in St. Lucia.

b. The Two Regional Law Schools

Both the Norman Manley Law School in Jamaica and the Hugh Wooding Law School in Trinidad are expected to play an active role on the CJI Project. These two professional schools can assist in such areas as law library development, training for DPPs and crown counsel, and provision of experts under the Regional Technical Assistance/Training Component.

c. Caribbean Association of Law Libraries

CARALL was formed in May 1984 with the twin objectives of promoting the profession of law librarianship in the region and of publishing information of interest to members of the association. A magazine entitled "The Caribbean Law Librarian" is published twice yearly. CARALL and its members could play a useful role in upgrading some of the more deficient law libraries in the region.

III. PROJECT IMPLEMENTATION

The Project Assistance Completion Date (PACD) for the UWI grant is July 31, 1991, the last day of UWI's fiscal year ending approximately five years after the date of project authorization. USAID/Jamaica at its discretion may establish a shorter PACD in its project agreement.

A. Administrative Arrangements

1. UWI Component

UWI and USAID will enter into a project agreement which will be monitored by a personal services contractor (Project Manager) under the supervision of the USAID Regional Legal Advisor (RLA) based in Bridgetown, Barbados. UWI will establish a unit headed by a full-time Project Director who will have overall responsibility for implementing and monitoring the UWI components: Law Library Development, Case reports/Textbook Revolving Fund, Country Specific Activities, and Regional Technical Assistance/Training. A full-time Deputy Project Director, representing the OECS, will be stationed in St. Lucia and will be responsible for assisting the Project Director in managing and implementing the activities carried-out in OECS member countries. UWI will be responsible for providing all technical assistance and training required under the project components encompassed by the UWI grant. If in-house capacity is not available, UWI is responsible for contracting or entering into a sub-grant arrangement to obtain the required technical

assistance and/or training. Any procurement of commodities required under those components will also be the responsibility of UWI.

USAID/Belize will assign a Caribbean Justice Improvement Officer who will monitor and coordinate project activities in Belize both with UWI and the project officer designated by the GOB.

USAID/Kingston will assign a person to serve as project officer for the Jamaica specific component reporting to the USAID/Kingston Mission Director.

It is expected that the Project Management Office at RDO/C, in concert with UWI would coordinate closely with and make occasional visits to USAID/Belize and USAID/Kingston to monitor progress on the UWI managed component of the Project and assist in formulating Project activities.

UWI will submit semi-annual reports on the status of the project describing activities under each major component and progress toward achievement of the objectives of each component and the goal and purpose of the project.

The Project Manager will be contracted to work full time over the five year life-of-project to assist and advise the UWI Project Director and Implementation Unit in all aspects of project implementation and procurement of goods and services. He will also assist as appropriate with the development of country specific activities and regional activities such as training. The Project Manager will assist the UWI Project Director in coordinating and monitoring the work of the Primary Coordinator in each participating country. In turn, the Primary Coordinator, who will be a member of the National Commission of the country in which he resides, will be responsible for managing and coordinating all project activities within his respective country, including providing progress reports for country specific activities. These Primary Coordinators will be contracted by UWI subject to concurrence by appropriate host country officials.

2. UWI Component Costs

For purposes of Project reimbursement of the costs of the UWI Component including the Deputy Project Director and secretarial support staff, UWI shall, except as USAID otherwise agrees in writing, in keeping with the illustrative budget of this Annex, compensate all personnel in accordance with regularly applied practices and shall with regard to such personnel apply all of its normal personnel practices, including superannuation and allowance practices and apply its normal leave practices.

B. Procurement

UWI will be responsible for all procurement under the Project, with the exception of procurement for the Jamaica specific component. It is not anticipated that USAID will be required to perform direct procurement except under a few limited circumstances. In some instances UWI will be capable of supplying necessary technical assistance and training drawing upon its own in-house expertise. In others, it may be necessary for UWI to contract for services. In yet other instances it may be the most efficient course of action to permit participating entities to conduct the procurement. UWI will consult the RDO/C project officer, as appropriate, in making the determination as to which procurement scheme to follow.

When conducting USAID financed procurements utilizing U.S. dollars, UWI will follow the procedures for host country contracting set forth in Chapters 1 and 3 of USAID Handbook 11. Prior RDO/C approval for such procurements is required. It is expected that U.S. dollar procurements will be the exception rather than the rule.

Given the localized nature of the activities anticipated in the Project, the vast majority of procurement undertaken will be local cost financing. USAID Handbook 1B will govern all UWI procurement in which payment is made in the local currency of the participating country or entity. The current procurement procedures of UWI embody the competition standard required by Chapter 18 of Handbook 1B and those procedures will be followed throughout the implementation of this Project. Prior RDO/C approval is required for local cost financing procurements of \$10,000 or more U.S. dollar equivalent.

All sub-agreements and MOUs entered into between UWI and a participating entity will specify whether UWI, the entity, or a combination of both, will perform the procurement. In reaching an agreement on the procurement function, UWI should carefully take into consideration the contracting capability of any entity with which it proposes to enter into an agreement.

C. Disbursement Procedures

RDO/C will be the primary accounting station for the UWI grant.

Disbursements under the UWI grant will be made on an advance of funds/replenishment basis. At the end of each month UWI will submit a request to RDO/C for an advance of estimated expenditures to be made during the next three months, and submit a claim showing the current month's actual expenditures for liquidation. UWI will require similar procedures in financial administration of its sub-grants to participating institutions, consolidating into its monthly vouchers to USAID all approved sub-grantee disbursements. Upon Project completion, any funds advanced and not liquidated by expenditures will be refunded to USAID within thirty (30) days.

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D. Project Activity Schedule

An Illustrative Schedule of Project Activities is set forth at Attachment C.

E. Travel and Transportation

UWI may reimburse travellers travelling for project purposes on a per diem basis up to the amount which USAID under its applicable regulations reimburses its direct hire employees. All other travel allowances shall not exceed those which USAID affords its direct hire employees.

With regard to air travel the USAID "Fly America" rules shall apply. These will be furnished in a separate Project Implementation Letter.

IV. MONITORING

In addition to the scheduled evaluations, four principal means will be utilized to monitor the component activities and progress. The first will be continuing informal contacts between the UWI Project Director and the USAID project officer. The fact that the contacts are informal or unstructured does not diminish their importance.

The second means is the quarterly activity schedule for each activity and component, which shall be prepared by the Project Director. Copies of the schedules will be forwarded to the project officer as soon as available.

The third means is the process of review and approval for individual country and institutional requests for funding of an activity. The requesting letter and MOU will provide information on the type of activity, activity goals and policy linkages against which progress can be assessed.

Fourth, the UWI Project Director will submit semi-annual progress reports to the Mission. These reports will cover:

- progress made over the past six months;
- a component activity schedule for the next six months and beyond;
- the status of current component activities including any changes to initial plans and rationale for such; and
- the results of activities completed during the previous six months, both planned and actual.

The semi-annual reports should record whether the overall project strategy is being implemented as planned. This means priority should be placed on the strategy of components and not simply disbursement information. The timeliness, appropriateness and quality of assistance provided should be discussed.

The Project Director will also be required to keep a file on each component and activity in which changes in the initial plans and reasons for them are recorded; any changes requiring USAID approval should be documented. These files should be kept current and made available for USAID's review upon request.

V. EVALUATION*

Provision has been made for two external evaluations; \$100,000 in the UWI Grant has been earmarked for this purpose. LAC/AJDD will arrange both evaluations. The first evaluation will be conducted at mid-course (at approximately the end of the second year of implementation). A basic purpose of this evaluation will be to present recommendations of a prospective nature - e.g. how project management can be improved, country policy action intensified etc. A second evaluation will be conducted during the last year of implementation (but well before the PACD).

A. Users of the Information

The primary users of the information generated will be the UWI Project Director, the GOJ, and relevant project officers at the RDO/C and USAID/Kinsgton.

B. Project Goals, Purpose and Outputs

The goal of this Project is to maintain and reinforce public confidence in the rule of law in the democratic states of the Commonwealth Caribbean. Its purpose is to strengthen legal systems in the region, especially in Belize, Jamaica and the Eastern Caribbean.

The principal outputs will be:

1. Law libraries developed, i.e. books indexed, collection maintenance systems established, user's fees charged;
2. A system for the publication of legal materials established;
3. The position of disadvantaged groups improved through the modernization of laws;
4. Document registration and recording fee schedules revised;
5. Modern court registry systems initiated;
6. Legal aid systems established;
7. Public defender systems improved;
8. Physical facilities for the Resident Magistrates' Courts, Supreme Court, and Supreme Court Library and Registry in Jamaica improved;

* Those elements which are Project specific to the USAID/Jamaica implemented portion of the Project will not be included in the evaluation for the UWI-directed portion of the Project.

9. Policy reforms affecting the administration of justice undertaken in participating countries;
10. Physical facilities of selected courts in participating countries improved; and
11. Key legal system personnel in participating countries trained.

C. Managers' Questions Concerning Goal/Purpose/Output Achievement

Goal Level Questions: To what extent has the confidence of domestic and foreign investors been increased due to the existence of modern and ascertainable laws? To what extent has the existence of modernized laws improved the equitable treatment of disadvantaged groups? To what extent has the creation of legal aid systems and the improvement of public defender systems increased the public confidence in the judicial system?

Purpose Level Questions: To what extent has the speed of trials and appeals increased? To what extent has the training for judges magistrates, prosecutors and paralegals improved the operation of legal systems? To what extent has the existence of modern and ascertainable laws increased? To what extent have legal aid and public defender systems improved?

Output Level Question: Has the office to implement and manage the project been established at UWI? Has UWI contracted with a Project Director and necessary support staff? Has UWI developed basic core collection list for law libraries? Have UWI and USAID selected a central library in each country to receive the core collection? Has the publication of legal material in the region increased? Has technical assistance been provided for law revision? Have the revised laws of the various countries been published? Have separate national activities been funded? Have regional training courses taken place? Have regional technical assistance activities taken place? What improvements have been made to the physical facilities for the RMCs and the Supreme Court? Have necessary commodities been delivered to the RMCs and the Supreme Court? Have the RMCs been supplied with copies of the Laws of Jamaica and specific law reporters? Has the volume capacity of the Jamaica Supreme Court Law Library been extended? Have the holdings of the Jamaica Supreme Court Law Library been increased? Has the Jamaica Supreme Court Supreme Court Law Library been extended? Has the Jamaica Supreme Court Law Library been equipped with necessary commodities? Has training been provided to the Jamaica Supreme Court Registry Staff? Has the record keeping capacity of the Jamaica Supreme Court Registry been expanded and automated? Have Jamaican judges, prosecutors and court staff been training in short term courses?

D. Developing the Information System(s) to Answer Managers' Questions and Evaluate Project Progress

The project calls for an information gathering system that will provide the UWI Project Director and USAID with information needed to monitor project progress, manage the project effectively and plan next steps. The information will be gathered on an ongoing basis by the resident Primary Coordinator in each participating country.

1. Information on Goal Achievement

- a. Increase in the amount of domestic and foreign investors;
- b. Inheritance laws, property laws, and divorce laws modernized improving the legal position of disadvantaged groups, i.e. women, minorities, minor children and children born out of wedlock;
- c. Increase in the number of indigents receiving legal representation.

2. Information on Purpose Achievement

Indicators which can be used to measure progress toward purpose achievement:

- a. Increase in the speed of trials and appeals;
- b. Improvements in the quality of judicial decisions as measured by the percentage of decisions overturned on appeal;
- c. Increase in the percentage of convictions obtained by prosecutors in relation to the number of cases prosecuted;
- d. Increase in the skill level of paralegals;
- e. Increase in the number of modern and ascertainable laws;
- f. Establishment of a legal aid system; and
- g. The improvement of public defender systems as measured by the increase in the types of crimes for which indigents are provided legal counsel and an increase in the number of indigents actually receiving legal counsel in criminal cases.

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3. Information on Output Achievements

Information on achievement indicators will be tracked from all project areas in accordance with activity schedules prepared by the UWI Project Director. Examples of achievement indicators are as follows:

- basic core collection list for law libraries developed;
- central library in each country identified to receive core collection;
- increase of amount of legal material published in the region;
- technical assistance provided for law revision;
- publication of revised laws;
- number of separate national activities funded region-wide;
- number of legal system personnel trained;
- number of regional technical assistance activities undertaken;
- improvement in the physical facilities for the RMCs and Supreme Court of Jamaica;
- delivery of commodities to the RMCs and Supreme Court in Jamaica;
- Jamaican RMCs supplied with copies of the Laws of Jamaica and specific law reporters;
- extension of the volume capacity of the Jamaican Supreme Court Law Library;
- increase in the holdings of the Jamaica Supreme Court Law Library;
- equipping of the Jamaica Supreme Court Law Library with necessary commodities;
- training provided to the Jamaican Supreme Court Registry staff;
- expansion and automation of record keeping capacity of the Jamaican Supreme Court Registry and Jamaican judges, prosecutors and court staff trained in short term courses.

E. Inputs

The UWI Project Director and USAID project officer will schedule and monitor inputs of the various project activities.

F. Feedback

Information obtained as the result of the evaluations will be provided to the UWI Project Director, the GOJ, the RDO/C and the USAID/Kingston.

Illustrative Project Budget

	<u>Life of Project</u> (US\$ in 000s)
I. UWI Subproject	
UWI Administration	\$.860
Law Library Development	.600
Case Reports/Textbook Revolving Fund	.250
Law Revision and Reform	1.750
Country Specific Activities	2.150
Regional Technical Assistance/ Training	.840
UWI Overhead	.620
Contingency	.580
Evaluations	.100
Audits	.050
 TOTAL UWI COMPONENT	 \$7.800

ILLUSTRATIVE BUDGETUNIVERSITY OF THE WEST INDIES
OPERATIONAL SUPPORT
(BDS\$)

<u>SALARIES AND WAGES</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>TOTAL</u>
Project Director	71,940	71,940	73,704	73,704	75,468	366,756
Administrative Assistant	34,580	35,600	39,980	41,000	45,920	197,080
Stenographer/Clerk GI	26,448	27,768	30,540	32,064	35,268	152,088
Part-Time Staff	10,000	12,000	15,000	15,000	15,000	67,000
	<u>142,968</u>	<u>147,308</u>	<u>159,224</u>	<u>161,768</u>	<u>171,656</u>	<u>782,924</u>
<u>SUPERANNUATION</u>						
FSSH/Pension/Scheme/ National Insurance	24,103	24,588	26,234	26,688	28,289	129,902
<u>ALLOWANCES</u>						
Housing/Study & Travel/ Book Grant/Resp./ Entertainment	41,944	37,163	39,657	38,678	40,986	198,428
<u>TRAVEL</u>						
Center Staff/Advisory Committee	40,000	60,000	60,000	60,000	60,000	280,000
<u>OTHER DIRECT COSTS</u>						
Office & General Exp./ Maintenance/Project Supplies, Etc.	<u>25,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>85,000</u>
	274,015	284,059	300,115	302,134	315,931	1,476,254
Inflation (5% p.a.)	<u>13,701</u>	<u>29,116</u>	<u>47,298</u>	<u>65,110</u>	<u>87,197</u>	<u>242,422</u>
	287,716	313,175	347,413	367,244	403,128	1,718,676
U.S. Dollars	<u>143,858</u>	<u>156,588</u>	<u>173,707</u>	<u>183,622</u>	<u>201,564</u>	<u>859,338</u>

US\$1.00 = BDS\$2.00
(Rounded to \$1,000,000)

PROJECT GRANT STANDARDPROVISIONS ANNEX

Definitions: As used in this Annex, the "Agreement" refers to the Project Grant Agreement to which this Annex is attached and of which this Annex forms a part. Terms used in this Annex have the same meaning or reference as in the Agreement.

Article A: Project Implementation Letters.

To assist Grantee in the implementation of the Project, A.I.D., from time to time, will issue Project Implementation Letters that will furnish additional information about matters stated in this Agreement. The parties may also use jointly agreed-upon Project Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement. Project Implementation Letters will not be used to amend the text of the Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement, including the revision of elements of the simplified description of the Project in Annex I.

Article B: General Covenants

SECTION B.1. Consultation. The Parties will cooperate to assure that the purpose of this Agreement will be accomplished. To this end, the Parties, at the request of either, will exchange views on the progress of the Project, the performance of obligations under this Agreement, the performance of any consultants, contractors, or suppliers engaged on the Project, and other matters relating to the Project.

SECTION B.2. Execution of Project. The Grantee will:

- (a) carry out the Project or cause it to be carried out with due diligence and efficiency, in conformity with sound technical, financial, and management practices, and in conformity with those documents, plans, specifications, contracts, schedules, or other arrangements, and with any modifications therein, approved by A.I.D. pursuant to this Agreement; and
- (b) provide qualified and experienced management for, and train such staff as may be appropriate for the maintenance and operation of the Project, and, as applicable for continuing activities, cause the Project to be operated and maintained in such manner as to assure the continuing and successful achievement of the purposes of the Project.

SECTION B. 3. Utilization of Goods and Services

- (a) Any resources financed under the Grant will, unless otherwise agreed in writing by A.I.D., be devoted to the Project until the completion of the Project, and thereafter will be used so as to further the objectives sought in carrying out the Project.

- (b) Goods or services financed under the Grant, except as A.I.D. may otherwise agree in writing, will not be used to promote or assist a foreign aid project or activity associated with or financed by a country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION B.4. Taxation

- (a) This Agreement and the Grant will be free of any taxation or fees imposed under laws in effect in the territory of the Grantee.
- (b) To the extent that (1) any contractor, including any consulting firm, any personnel of such contractor financed under the Grant, and any property or transaction relating to such contracts and (2) any commodity procurement transaction financed under the Grant are not exempt from identifiable taxes, tariffs, duties, or other levies imposed under laws in effect in the territory of the Grantee, the Grantee will, as and to the extent provided in and pursuant to Project Implementation Letters, pay or reimburse the same with funds other than those provided under the Grant.

SECTION B.5. Reports, Records, Inspections, Audit

The Grantee will:

- (a) furnish A.I.D. such information and reports relating to the Project and to this Agreement as A.I.D. may reasonably request;
- (b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, books and records relating to the Project and to this Agreement, adequate to show, without limitation, the receipt and use of goods and services acquired under the Grant. Such books and records will be audited regularly, in accordance with generally accepted auditing standards, and maintained for three years after the date of last disbursement by A.I.D.; such books and records will also be adequate to show the nature and extent of solicitations of prospective suppliers of goods and services acquired, the basis of award of contracts and orders, and the overall progress of the Project toward completion; and
- (c) afford authorized representatives of a Party the opportunity at all reasonable times to inspect the Project, the utilization of goods and services financed by such Party, and books, records, and other documents relating to the Project and the Grant.

SECTION B.6. Completeness of Information. The Grantee confirms:

- (a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Project and the discharge of responsibilities under this Agreement;

- (b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Project or the discharge of responsibilities under this Agreement.

SECTION B.7. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Grant except fees, taxes, or similar payments legally established in the country of the Grantee.

SECTION B.8. Information and Marking. The Grantee will give appropriate publicity to the Grant and the Project as a program to which the United States has contributed, identify the Project site, and mark goods financed by A.I.D., as described in Project Implementation Letters.

Article C: Procurement Provisions

SECTION C.1. Special Rules

- (a) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.
- (b) Premiums for marine insurance placed in the territory of the Grantee will be deemed an eligible Foreign Exchange Cost, if otherwise eligible under Section C.7(a).
- (c) Any motor vehicles financed under the Grant will be of United States manufacture, except as A.I.D. may otherwise agree in writing.
- (d) Transportation by air, financed under the grant, of property or persons, will be on carriers holding United States certification, to the extent service by such carriers is available. Details on this requirement will be described in a Project Implementation Letter.

SECTION C.2. Eligibility Date. No goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as the Parties may otherwise agree in writing.

SECTION C.3. Plans, Specifications, and Contracts. In order for there to be mutual agreement on the following matters, and except as the Parties may otherwise agree in writing:

- (a) The Grantee will furnish to A.I.D. upon preparation:
- (1) any plans, specifications, procurement or construction schedules, contracts, or other documentation relating to goods or services to be financed under the Grant, including documentation relating to the prequalification and selection of contractors and to the solicitation of bids and proposals. Material modifications in such documentation will likewise be furnished A.I.D. on preparation;

- (2) such documentation will also be furnished to A.I.D., upon preparation, relating to any goods or services which, though not financed under the Grant, are deemed by A.I.D. to be of major importance to the Project. Aspects of the Project involving matters under this sub-section (a) (2) will be identified in Project Implementation Letters;
- (b) Documents related to the prequalification of contractors, and to the solicitation of bids or proposals for goods and services financed under the Grant will be approved by A.I.D. in writing prior to their issuance, and their terms will include United States standards and measurements;
- (c) Contracts and contractors financed under the Grant for engineering and other professional services, for construction services, and for such other services, equipment, or materials as may be specified in Project Implementation Letters, will be approved by A.I.D. in writing prior to execution of the contract. Material modifications in such contracts will also be approved in writing by A.I.D. prior to execution; and
- (d) Consulting firms used by the Grantee for the Project but not financed under the Grant, 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 Grantee for the Project but not financed under the Grant, shall be acceptable to A.I.D.

SECTION C.4. Reasonable Price. No more than reasonable prices will be paid for any goods or services financed, in whole or in part, under the Grant. Such items will be produced on a fair and, to the maximum extent practicable, on a competitive basis.

SECTION C.5. Notification to Potential Suppliers. To permit all United States firms to have the opportunity to participate in furnishing goods and services to be financed under the Grant, the Grantee will furnish A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Project Implementation Letters.

SECTION C.6. Shipping

- (a) Goods which are to be transported to the territory of the Grantee may not be financed under the Grant if transported either: (1) on an ocean vessel or aircraft under the flag of a country which is not included in A.I.D. Geographic Code 935 as in effect at the time of shipment; or, (2) on an ocean vessel which A.I.D., by written notice to the Grantee has designated as ineligible; or (3) under an ocean or air charter which has not received prior A.I.D. approval.
- (b) Costs of ocean or air transportation (of goods or persons) and related delivery services may not be financed under the Grant, if such goods or persons are carried: (1) on an ocean vessel or aircraft under the flag of a country not, at the time of shipment,

identified under the paragraph of the Agreement entitled "Procurement Source: Foreign Exchange Costs", without prior written A.I.D. approval on a non-U.S. flag air carrier if a U.S. flag carrier is available (in accordance with criteria which may be contained in Project Implementation Letters) without prior written A.I.D. approval; or (2) on an ocean vessel which A.I.D., by written notice to the Grantee, has designated as ineligible; or (3) under an ocean vessel or air charter which has not received prior A.I.D. approval.

- (c) Unless A.I.D. determines that privately owned United States-flag commercial ocean vessels are not available at fair and reasonable rates for such vessels, (1) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by A.I.D. which may be transported on ocean vessels will be transported on privately owned United States-flag commercial vessels, and (2) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by A.I.D. and transported to the territory of the Grantee on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (1) and (2) of this subsection must be achieved with respect to both any cargo transported from U.S. ports and any cargo transported from non-U.S. ports, computed separately.

SECTION C.7. Insurance

- (a) Marine insurance on goods financed by A.I.D. which are to be transported to the territory of the Grantee may be financed as a Foreign Exchange Cost under this Agreement provided, (1) such insurance is placed at the lowest available competitive rate, and (2) claims thereunder are payable in U.S. dollars or, as A.I.D. may agree in writing, the currency in which such goods were financed or in any freely convertible currency. If the Grantee (or government of Grantee), by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the territory of the Grantee financed by A.I.D. hereunder will be insured against marine risks and such insurance will be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.
- (b) Except as A.I.D. may otherwise agree in writing, the Grantee will insure, or cause to be insured, goods financed under the Grant imported for the Project against risks incident to their transit to the point of their use in the Project; such insurance will be issued on terms and conditions consistent with sound commercial practice and will insure the full value of the goods. Any indemnification received by the Grantee under such insurance will be used to replace or repair any material damage or any loss of the goods insured or will be used to reimburse the Grantee for the replacement or repair of such goods. Any such replacement will be of source and origin of countries listed in A.I.D. Geographic Code 935 as in effect at the time of replacement, and, except as the Parties may agree in writing, will be otherwise subject to the provisions of the Agreement.

SECTION C.8. U.S. Government-Owned Excess Property. The Grantee agrees that wherever practicable United States Government-owned excess personal property, in lieu of new items financed under the Grant, should be utilized. Funds under the Grant may be used to finance the costs of obtaining such property for the Project.

Article D: Termination; Remedies

SECTION D.1. Termination. Either Party may terminate this Agreement by giving the other Party 30 days written notice. Termination of this Agreement will terminate any obligations of the Parties to provide financial or other resources to the Project pursuant to this Agreement, except for payment which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of this Agreement. In addition, upon such termination A.I.D. may, at A.I.D.'s expense, direct that title to goods financed under the Grant be transferred to A.I.D. if the goods are from a source outside Grantee's country, are in a deliverable state and have not been offloaded in ports of entry of Grantee's country.

SECTION D.2. Refunds.

- (a) In the case of any disbursement which is not supported by valid documentation in accordance with this Agreement, or which is not made or used in accordance with this Agreement, or which was for goods or services not used in accordance with this Agreement, A.I.D., notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Grantee to refund the amount of such disbursement in U.S. Dollars to A.I.D. within sixty (60) days after receipt of a request therefor.
- (b) If the failure of Grantee to comply with any of its obligations under this Agreement has the result that goods or services financed under the Grant are not used effectively in accordance with this Agreement, A.I.D. may require the Grantee to refund all or any part of the amount of the disbursements under this Agreement for such goods or services in U.S. Dollars to A.I.D. within sixty days after receipt of a request therefor.
- (c) The right under subsection (a) or (b) to require a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Agreement.
- (d) (1) Any refund under subsection (a) or (b), or (2) any refund to A.I.D. from a contractor, supplier, bank or third party with respect to goods or services financed under the Grant, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (A) be made available first for the cost of goods and services required for the Project, to the extent justified, and (B) the remainder, if any, will be applied to reduce the amount of the Grant.

- (e) Any interest or other earnings on Grant funds disbursed by A.I.D. to the Grantee under this Agreement prior to the authorized use of such funds for the Project will be returned to A.I.D. in U.S. Dollars by the Grantee.

SECTION D.3. Non-Waiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

SECTION D.4. Assignment. The Grantee agrees, upon request, to execute an assignment to A.I.D. of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a party to a direct U.S. Dollar contract with A.I.D. financed in whole or in part out of funds granted by A.I.D. under this Agreement.