

ASSESSMENT OF THE INTERNATIONAL DEVELOPMENT LAW INSTITUTE
COOPERATIVE AGREEMENT WITH THE BUREAU FOR PRIVATE ENTERPRISE

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EXECUTIVE SUMMARY

In September 1985, the Bureau for Private Enterprise (PRE) entered into a cooperative agreement with the International Development Law Institute (IDLI). Based in Rome, Italy, IDLI was established with a 1982 grant from A.I.D.'s Near East and Africa Bureaus as a non-profit, non-governmental organization. IDLI trains developing country lawyers and government officials in fields such as negotiation, legal drafting, international contracting and financing agency rules.

Between 1985 and the cooperative agreement's expiration in March 1988, PRE provided funding of \$250,000 to IDLI to (1) finance attendance of private sector lawyers from developing countries at IDLI development law courses; (2) conduct workshops in selected developing countries on topics related to private enterprise concerns; and (3) conduct courses and seminars at IDLI with specific private enterprise content.

This assessment was performed following the cooperative agreement's completion to evaluate IDLI's effectiveness in fulfilling the objectives of the agreement, and to assess any immediate project impacts. The information constituting the basis for the assessment was gathered through a questionnaire completed by representatives of 14 A.I.D. Missions and by 25 private sector lawyers who had participated in IDLI programs with PRE funding. Participants were asked to evaluate their experiences in IDLI courses and workshops, and to report any changes in their professional responsibilities subsequent to their IDLI training. Missions were questioned regarding changes they observed in participants' abilities following IDLI training, and establishment of any ongoing relationships between trainees and Missions.

The assessment concluded that there is considerable evidence to show that PRE's cooperative agreement with IDLI achieved its principal objective of providing training to developing country lawyers in specialized legal topics relevant to the private sector. The assessment further concluded that the PRE program provided a unique service in funding private sector participants who otherwise would have been unable to attend IDLI courses. According to reports from participant lawyers, IDLI courses increased their capacity to conduct business and advise clients in areas such as international arbitration, negotiating loan agreements, and legal aspects of privatization. A number of IDLI participants reported that this training had not been available to them in their own countries. At least two trainees had participated in establishing special centers for arbitration in their home countries subsequent to their IDLI courses. Based on

these reports, the IDLI program succeeded in educating potential counterparts for future international negotiations, thus contributing to the cooperative agreement's underlying larger goal. It was concluded, however, that rigorous measurement of project impacts on individual capacity could not be achieved within the constraints of the data available for this assessment.

The quality of IDLI courses and faculty received very high ratings from past participants. No respondent rated IDLI courses or faculty as any less than "good". While A.I.D. Missions gave favorable ratings to the IDLI program, they have not as yet taken advantage of the opportunity to use the private sector participants in other Mission programs.

The principal recommendation emerging from this assessment is that the successful achievement of the program's objectives, along with the Missions' and participants' favorable ratings, should constitute significant factors in PRE decisionmaking regarding further support of IDLI. Also to be considered is the absence of other sponsors for private sector participation in IDLI programs. To reinforce this decisionmaking, a more complete review of IDLI's headquarters operations, financial plan, and institutional capacity are recommended. In future projects of this type, it is recommended that monitoring systems be introduced for regular collection of feedback from participants, as well as to track participants following their training. A.I.D. Missions should also be encouraged to cultivate ongoing relationships with PRE-funded participants as a resource for other private sector programs.

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**ASSESSMENT OF THE INTERNATIONAL DEVELOPMENT LAW INSTITUTE
COOPERATIVE AGREEMENT WITH THE BUREAU FOR PRIVATE ENTERPRISE**

I. PURPOSE OF THE ASSESSMENT

The purpose of this assessment was to perform a rapid appraisal of the effectiveness of the International Development Law Institute (IDLI) in fulfilling the objectives of its cooperative agreement with the Bureau for Private Enterprise (PRE). Under the terms of the 1985 agreement, PRE provided IDLI funding of \$250,000 to (1) finance attendance of private sector lawyers from developing countries at IDLI development law courses; (2) conduct workshops in selected developing countries on topics related to private enterprise concerns; and (3) conduct courses and seminars at IDLI with specific private enterprise content. The cooperative agreement expired March 31, 1988.

To determine the effectiveness of the PRE-funded IDLI program, the assessment gathered information from Missions and from developing-country private sector lawyers who had received IDLI training or attended IDLI workshops. Course and workshop participants were asked to appraise their experiences in the IDLI program, and to report any changes in their activities or professional responsibilities subsequent to their IDLI training. Missions were questioned regarding changes they observed in participants' abilities following IDLI training, and establishment of any ongoing relationships between trainees and Missions.

II. METHODOLOGY

This assessment was based on information gathered through a standard questionnaire. The questionnaire was directed to private sector lawyers from developing countries who had participated in IDLI courses or workshops funded by PRE, and to Mission personnel in those countries. As the assessment results were needed within a narrow time frame, it was determined that Mission assistance would be solicited in locating and interviewing project participants. A questionnaire was cabled to 21 Missions in countries which had sent private sector lawyers to IDLI courses with PRE funding, and to two Missions where IDLI workshops had been held. Missions were asked to answer questions regarding participants in IDLI activities and their participation in other Mission activities subsequent to those activities. A second set of questions was to be directed to the participants themselves, to be administered by telephone or other means convenient to the Mission. A copy of the cable is included as Appendix A. A list of IDLI course participants and USAID Missions responding to the questionnaire is included as Appendix B.

Constraints to execution of this assessment included the predictable difficulties in performing an evaluation by cable. A methodology requiring interview of beneficiaries at scattered locations by personnel from various Missions inevitably loses some degree of standardization in the means of data-gathering. While a standard questionnaire was used, the means used by Missions to administer it varied, depending upon the quality of telephone connections in the country and proximity of the participants to the Missions, among other factors. Some Missions found it most convenient to interview the subjects by telephone, and others in person; still others submitted questionnaires to participants in written form and received written replies. Some subjects did not respond directly to the questions as framed in the questionnaire. Time constraints in respondent Missions were heightened due to the fact that the assessment was carried out during the summer months.

The assessment was carried out by Karen Anderson, consultant to the Bureau for Private Enterprise under contract with The Washington Consulting Group, Inc. The assessment questionnaire was designed with input from PRE's project officer for the IDLI project, as well as from other officers in PRE's Project Development and Development Planning Offices. ✓

III. BACKGROUND

On September 26, 1985, the Bureau for Private Enterprise entered into Cooperative Agreement No. DPE-2038-A-00-5071-00 with America-Mideast Educational and Training Services, Inc. (AMIDEAST) to provide \$250,000 in support of the International Development Law Institute program. Copies of the cooperative agreement and amendments are included as Appendix C.

Based in Rome, Italy, IDLI was established in 1982 with a grant from A.I.D.'s Near East and Africa Bureaus as a non-profit, international non-governmental organization. IDLI trains developing country lawyers and officers with legal advisory responsibilities in negotiation, legal drafting, international contracting and financing agency rules. According to the organization's 1988 brochure, "IDLI courses and seminars emphasize the specialized information and skills needed to achieve fair agreements and national law reform."

The objectives of PRE's cooperative agreement were "to enable IDLI to provide training to developing country, private sector lawyers ...in areas related to development law and to develop training programs with a private enterprise focus for developing country lawyers." The program was to consist of three elements:

1. Fellowships for private sector lawyers to attend IDLI courses.
2. Courses and seminars at IDLI with specific private enterprise content.
3. Workshops in selected developing countries to address specific private enterprise concerns.

The training program was intended to "bridge the information gap" between developing and developed countries in specialized legal topics relevant to the private sector. It was envisioned that the training programs would "result in more beneficial business arrangements for developing countries, better informed counterparts for project financing agencies to deal with and the creation of well-negotiated agreements and a stable legal atmosphere."

The cooperative agreement's statement of work provided for full or partial funding of approximately 24 participants in the IDLI programs through 1987. Funds were to be used to finance tuition costs, and, if necessary, accommodations and travel for private sector applicants from A.I.D.-assisted countries. The second budget item in the agreement, "program support", was to cover the costs of specific seminars to be given at IDLI on topics related to private enterprise. The agreement called for three courses in International Business Transactions to be held between 1985 and 1987. The third item in the agreement provided for supporting the cost of visiting instructors, a course manager and materials for two one-week workshops in selected developing countries.

IV. FINDINGS

The PRE cooperative agreement funded fellowships for 33 participants in IDLI courses from 1985 through 1988. During the first year, cooperative agreement funds were also used as program support for a course in "Resolving International Contract Disputes". Following that year, it was determined that funds allocated for this category would be transferred to finance additional fellowships instead. Two workshops were sponsored under the cooperative agreement: "Drafting and Negotiation of International Investment Contracts", in Cameroon; and "Current Issues in Indonesian Corporate Law", in Indonesia, both held in 1987.

Courses taken at IDLI by PRE-funded participants included, among others, "Commercial Financing for Development" (eight participants); "Development Lawyers Course" (six participants); and "Resolving International Contract Disputes" (four participants). A complete listing of courses, participants, and funds expended is included as Appendix D.

As reported by a representative of AMIDEAST, levels of private sector participation in IDLI courses had been very low prior to the PRE funding. Before the PRE program was implemented, only three private sector lawyers had attended IDLI courses. By November 1988, in addition to the PRE-funded participants, 16 private sector lawyers had taken IDLI courses, of a total of 800 trainees. According to AMIDEAST, no other donors have funded private sector participants.

The bulk of the assessment's findings are based on responses to the set of questions submitted via cable to A.I.D. Mission personnel and participant lawyers, which are summarized in the sections which follow.

A. MISSION RESPONSES REGARDING COURSE PARTICIPANTS

The assessment directed a first set of three questions to Mission personnel in countries from which PRE had funded participants in IDLI courses. These questions were designed to determine whether the private sector lawyers' participation in the IDLI courses created a resource which Missions could and did utilize in other private sector projects, and whether those lawyers' capacity to participate in processes of policy change in their countries, as observed and judged by the Missions, had been enhanced through the IDLI training. A number of the responding Missions failed to answer some or all three of these questions, concentrating instead on gathering information from program participants. Of those Missions which answered the questions, responses were as follows:

1. Has the Mission had continuing contact with the private sector lawyers funded by PRE to participate in IDLI courses?

<u>Yes</u>	<u>No</u>	<u>Limited follow-up</u>	<u>Inadequate information</u>
5	5	1	1

2. Have these individuals participated in other Mission- or PRE-funded private sector projects?

<u>Yes</u>	<u>No</u>	<u>Inadequate information</u>
1	10	1

3. If the answer to (1) is yes, have you observed an increase in the participants' capacity for contributing to the process of policy change in the country following participation in the IDLI course?

<u>Yes</u>	<u>No</u>	<u>N/A</u>
3	3	6

As shown above, about half of the responding Missions reported some follow-up contact with PRE-funded IDLI participants. However, only one Mission reported that a participant had subsequently taken part in other A.I.D.-sponsored activities. The third question required a judgment on the part of Mission personnel regarding changes in participant abilities. Half of the responding Missions answered that their contact with participants was insufficient to make this judgment. Three Missions answered the question affirmatively. One Mission reported that two of the IDLI participants had become leaders of a national committee to promote the creation of an international arbitration center in their country. Another Mission stated that IDLI participants had conducted a number of seminars on legal issues which were well attended by lawyers as well as representatives of government agencies, domestic and international banking and private business. Three Missions did not observe any increase in the IDLI trainees' capacity to participate in policy change.

4. Additional Comments

Two Missions included extensive comments in their responses. USAID/Tunis noted that it has over the last several years financed IDLI training courses for a number of public sector participants from Tunisia. Overall, these participants found the courses very useful, enhancing their skills and knowledge in carrying out their duties. USAID/Islamabad cabled that it "has been a constant user of IDLI's training programs. Not only have we utilized IDLI's courses/seminars for government and private sector lawyers, but have also sent our Pakistan legal staff to IDLI/Rome." Both Missions urged further support by PRE for the IDLI program.

B. COURSE PARTICIPANT RESPONSES

1. Participant job positions and responsibilities

The first two questions directed to IDLI course participants dealt with their job positions and responsibilities before and after the course. While the probability of establishing causal relationships was slight, PRE was interested in tracing any changes in participant positions and responsibilities following IDLI training.

Nearly all of the 21 IDLI course participants interviewed were lawyers in private practice. The majority had experienced no change in job position or responsibilities subsequent to their IDLI training. Of those who had experienced some change, two had been promoted: one to senior associate and the other to senior partner. Two who had been university professors left teaching to practice

law full-time. Two respondents reported that they had been put in charge within their firms of areas covered by the IDLI courses.

2. Participant ratings of IDLI course and faculty

Respondents were asked to rate the quality of the IDLI course they had taken as excellent, good, fair, or poor. Of the 21 respondents, ratings were as follows:

<u>Excellent</u>	<u>Very Good</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>
14	1	5	0	0

The remaining respondent described the course as "extremely useful" and "very well organized".

Respondents were also asked to rate the quality of the IDLI faculty, with the following results:

<u>Excellent</u>	<u>Very Good</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>
11	2	5	0	0

Three responses fell outside the categories listed. One participant described the faculty as "mostly excellent"; another as "generally good". Another described one faculty member as excellent, and noted that the general quality of the faculty was very high but that "one or two last minute replacements, individuals dealing outside their speciality, could have been improved upon." None of the respondents gave the IDLI course or faculty a rating of less than "good".

3. Usefulness of course in participants' work

Participants were asked whether they had been able to use the information learned in IDLI courses in their work. If answering in the affirmative, they were asked to explain which aspects of the course had proven most useful, and how. Finally, they were asked whether the experience contributed to any change in their job positions or responsibilities.

Of 21 respondents, 19 reported that material presented in the course had been useful in their work. Two stated that the material had not proven directly useful.

In describing the course's usefulness, respondents cited most frequently the practical knowledge and expertise they had gained through the courses, and enhancement of their ability to work with and advise clients. Participants noted improvement in their

capabilities for advising clients in areas including export credits and guarantees, countertrade, and the legal aspects of privatization. Several stated that the IDLI courses had helped them in practical aspects of assisting clients in negotiating loan agreements and joint ventures, and in drafting international contracts. One lawyer reported that material learned proved useful in advising bank clients involved in debt restructuring; another cited work with government corporations facing future privatization. Other lawyers said the courses had enhanced their ability to represent clients in international arbitrations.

Others cited specific ways in which the courses had contributed to enhancing their activities or responsibilities. A Kenyan participant reported that the course in arbitration which he took at IDLI helped him in formulating a proposal for creation of a special court to resolve contract disputes. He noted that, at present, nearly all arbitration in the country is handled by European and American lawyers. The same lawyer noted that the international contacts he made at IDLI had been useful in cases involving arbitration and other matters. A Thai lawyer reported that, as secretary to a committee for establishing a conciliation and arbitration center, she has "frequently used the information learned in the IDLI course". A participant from Senegal reported that, following the course, he published an article relating to the course material (compensation agreements) which "raised strong interest among the local economic community."

Other participants reported plans to use the expertise acquired in the IDLI courses in future activities. A Tunisian lawyer predicted that the study of privatization and other LDCs' economic policies would be useful in participating in her country's process of economic reform. Another participant planned to his IDLI training in serving as a facilitator of a seminar on countertrade agreements. A Sri Lankan lawyer anticipated that his training in privatization would help him to participate in Sri Lanka's ongoing process of privatization. Another predicted that courses in countertrade, such as the one he took from IDLI, would help to create more trade transactions between developing and developed countries.

Of the two participants who responded negatively to this question, an Ecuadorean lawyer stated that the course involved "foreign legal concepts" which were difficult to assimilate in his work. A Nepalese participant said that a lack of clients for private sector lawyers and "lack of maturity in the private sector" in his country had prevented him from applying knowledge acquired in the course. Nonetheless, he recommended the course to other lawyers from his country because "very soon the country will be mature enough for international development work."

4. Private sector orientation of IDLI courses

Another set of questions sought to assess whether the courses taken were perceived by participants as sufficiently oriented toward private sector lawyers.

Of 15 participants who responded directly to this question, eight reported that all, or nearly all of the course, was geared to private sector participants. Six said the program was oriented to both public and private sector participants. One participant felt the course would benefit public sector lawyers more than those from the private sector. Of suggestions offered for improvement of the program, only one related directly to the issue of private- versus public-sector orientation of the IDLI courses. One respondent suggested that more case studies relating to private sector companies in free-market economies would be more useful for private sector participants.

5. Participant willingness to recommend course to other lawyers

Course participants were unanimous in saying that they would recommend participation in IDLI courses to other lawyers in their countries. Reasons cited for this judgment were the opportunity to update legal knowledge and broaden lawyers' perspectives; gaining international contacts; and the opportunity to share common problems with other lawyers. Others cited the opportunity to acquire knowledge in specific fields such as export promotion, solutions to debt and foreign currency issues, and reorientation of a country's foreign trade. One particularly recommended IDLI courses to lawyers participating in development of laws relating to privatization and economic reform.

6. Future course participation

Of the 21 respondents, 20 said they would be interested in taking other courses from IDLI in the future. Respondents expressed interest in courses in a wide range of fields. Six said they would like to take courses in international trade or finance; three were interested in courses in banking; others wanted to take courses in investment, debt rescheduling, arbitration, general finance, and commercial and corporate law, patents and trademarks, and intellectual property law, among others. The single negative respondent said he had "no immediate plan" to take IDLI courses in the future.

7. Further comments

Respondents were given the opportunity to offer any additional comments on their experience in the IDLI program. A majority of

the respondents offered positive comments, while some offered suggestions for improvement and a few expressed criticisms of the program.

Among respondents' positive comments, frequent mention was made of the capabilities of the IDLI faculty, the design and organization of the courses, and the opportunity for sharing knowledge and experience with lawyers from other developing countries. Others cited the good selection of participants and short length of the courses which made them manageable for developing country lawyers. Two respondents stated directly that "A.I.D. should continue to support" the IDLI program. A number of participants cited a "positive" or "beneficial" experience. A Tunisian lawyer wrote, "Training of jurists in development matters at IDLI represents a great opportunity for all legal practitioners who wish to contribute to their countries' development. The diversity of participants from other countries and sectors, the high quality of instructors and sharing of experiences presented a unique opportunity for persons like myself."

Among criticisms and suggestions for improvement of the IDLI program, three respondents asked for a change in the accommodations for participants. The hotel in which past participants have stayed was criticized by participants as being too expensive, too far away, and as experiencing problems with security. IDLI management counters that the hotel normally utilized by participants is less than five minutes' walk from the Institute, and offers a concessionary rate for IDLI students. Participants in longer courses make their own selection of accommodation.

Other respondents suggested better funding for participants, longer courses, and improving pre-course information provided to participants. An Asian lawyer suggested that IDLI seek greater participation from the Asian Pacific region. One person suggested that courses be held in third world countries to reduce participant costs. Another felt that the course in "Commercial Financing for Development" was principally designed for lawyers representing lenders, and also should cover the requirements of lawyers like himself who often represent borrowers.

C. MISSION RESPONSES REGARDING WORKSHOPS

A separate set of questions was directed to the two Missions in countries where PRE-funded IDLI workshops were held. IDLI conducted a seminar on "Drafting and Negotiation of International Investment Contracts" in Douala, Cameroon, in April 1987. A workshop on "Current Issues in Indonesian Corporate Law" was held in Indonesia, also in 1987.

One Mission, USAID/Jakarta, responded to this set of questions. Asked to describe the most useful aspects of the workshop, the Mission cited "improving understanding of the current key issues of Indonesian corporate law and highlighting awareness of the Government of Indonesia for the importance to address legal issues in private sector development." The Mission rated as "excellent" IDLI's organizational capacity for conducting workshops such as the one held in Indonesia. It also assessed as "excellent" the quality of IDLI faculty which participated in the workshop, adding that the faculty was "well trained and attuned to Indonesia's legal needs." The Mission affirmed that the workshop was oriented toward private sector lawyers, who constituted 75 percent of the participants.

D. WORKSHOP PARTICIPANT RESPONSES

A final set of questions was transmitted to workshop participants in Cameroon and Indonesia by Missions in those countries. Due to difficulties in locating interviewees, Missions were able to obtain responses from only two participants in each workshop. While not constituting a representative sample of participants, these responses are nonetheless of interest and are summarized here.

1. Indonesia Workshop

Participants in IDLI's workshop in Indonesia were questioned regarding the usefulness of the workshop in their work. Of the two respondents, one rated the workshop as useful; the other as "not so useful." The first participant reported improved understanding of current key issues of Indonesian corporate law, and cited as useful comparisons drawn with corporate law in the U.S. and United Kingdom. The second respondent felt that the workshop did not offer sufficient problem solving relating to Indonesian and foreign corporate law. Both of the participant lawyers rated the workshop as well organized. Asked to appraise the IDLI faculty participating in the workshop, one respondent described them as "excellent"; the other as "good as motivators."

Workshop participants were asked what changes they would recommend to make the workshop more useful to participants. One respondent recommended that seminar topics relate to current issues of concern in Indonesian business. The other suggested broadening the origin of workshop participants and the discussion of problem-solving.

Asked if they would be interested in participating in a future workshop, one participant replied affirmatively, and the other "maybe". Suggested topics for future workshops were comparison of Indonesian banking laws and practices with those of the U.S. and United Kingdom, and negotiation techniques. It was also suggested that IDLI conduct a seminar providing "inputs for the Government of Indonesia to review the Indonesian commercial and civil codes."

2. Cameroon Workshop

The Mission in Cameroon obtained responses from two lawyers who had taken part in the workshop in Douala. When questioned regarding the workshop's usefulness, one of these respondents reflected that "the seminar objectives filled a need...this type of seminar had not often been conducted in Cameroon." The other rated the seminar as "useful to me as an individual but...probably of no use professionally since there is little chance that I ever attend international negotiations."

Both respondents praised the organization of the workshop. One cited the "excellent materials" provided by IDLI, but regretted that the seminar was limited exclusively to Francophone lawyers, for lack of translation facilities. This participant, a member of the local counterpart organization which had partial responsibility for arranging logistics for the seminar, reported that the organization lacked the financial means to carry out its duties effectively.

Questioned regarding the quality of the IDLI faculty, one respondent replied that "on the whole...[they] showed great mastery of their topics." The other participant described the staff as "highly specialized...convinced me through its knowledge and know-how".

Asked to suggest changes which might improve the workshop, the counterpart association's representative re-emphasized the need for adequate resources for local organization. The other participant suggested that the workshop would have been enhanced by the participation of local businessmen, to offer a more practical perspective.

Both respondents expressed interest in future workshops. The representative of the local counterpart association reported that it is organizing a training seminar for consulting engineers and commercial attaches as a follow-up to the workshop. This participant also suggested a future seminar on the evaluation of compensation agreements.

V. CONCLUSIONS

1. There is considerable evidence that PRE's cooperative agreement with IDLI achieved its objective of providing training to private sector lawyers from developing countries in specialized legal topics relevant to the private sector. Participant responses substantiate the premise that the training provided served to "bridge the information gap" described in the cooperative agreement. Respondents reported that information learned in IDLI courses was not available to them in their own countries, and, in some cases, that the specific areas of law addressed had formerly been practiced exclusively by foreign lawyers in their countries.
2. The underlying larger goal of the cooperative agreement, applying logistical framework terms, was "to create more beneficial business arrangements for developing countries, better informed counterparts for project financing agencies to deal with and the creation of well-negotiated agreements and a stable legal atmosphere." By definition, the goal is beyond the scope of the project itself, and requires interaction of a number of external variables for its achievement. However, evidence exists to indicate that the IDLI project has contributed to accomplishment of this goal. According to participant lawyers, IDLI courses increased their capacity to deal in matters such as international arbitration, negotiating loan arrangements, and legal aspects of privatization. As judged from the trainees' own reports, the IDLI program educated potential counterparts who may be expected to employ their training in future international negotiations.
3. The PRE program provided a unique service in funding participation in IDLI courses by private sector lawyers who would otherwise have been unable to attend, given the absence of sponsorship by other donors for private sector participants.
4. Rigorous measurement of the above-described project impacts on individual capacity is difficult given the short time lapse since the IDLI training took place, and the constraints of the data available for the assessment. In most cases, Mission personnel had not maintained sufficient contact with IDLI trainees to evaluate any changes in their capabilities.
5. Private sector lawyers made significant use of knowledge gained in IDLI courses in advising their clients. A number of trainees had also participated in activities such as establishing arbitration centers, and cited their IDLI training as contributory to those activities.

6. Unintended benefits were achieved in the form of international contacts created which have already helped participants in arbitration cases, and may produce further beneficial effects in the future.
7. The quality of IDLI courses and faculty received very high ratings from past participants. No respondent rated IDLI courses or faculty as any less than "good". The most commonly voiced criticisms related to participant accommodations.
8. While Missions gave favorable ratings to the IDLI program, they have not taken advantage of the opportunity to use the private sector participants in other Mission programs. At least half of the Missions responding had not pursued ongoing contacts with private sector lawyers participating in IDLI courses. In only one case had a PRE-funded IDLI trainee participated in other Mission private sector activities.
9. IDLI succeeded in orienting its course content to the needs of private sector participants, as judged by respondents to the assessment questionnaire.
10. Given the constraints of the assessment methodology, which did not include field study to review IDLI's management structure or finances, this assessment cannot evaluate IDLI's prospects for sustainability as reflected in its institutional capacity.

VI. RECOMMENDATIONS

1. The successful achievement of the PRE-funded IDLI program's objectives, and the strongly favorable ratings given the program by participants and Missions, should constitute significant factors in any PRE decisionmaking regarding possible further support of IDLI. Also to be considered is the lack of other sponsors for private sector participation in IDLI programs. To further reinforce such decisionmaking, PRE may wish to perform a more complete review of IDLI's current headquarters operations, business and financial plan, institutional capacity to support any planned expansion, and prospects for future funding from other A.I.D. Bureaus and other sources.
2. If PRE elects to support IDLI or another similar program in the future, Missions should be encouraged to cultivate ongoing relationships with PRE-funded participants, as they can serve as a significant resource for other private sector projects. PRE may wish to work with Missions to find ways to integrate the participants' skills in their private sector programs.
3. It is recommended that in future projects of this type, the implementing organization be encouraged to establish a participant database, or other method of tracking status and activities of past participants in the program. At present IDLI pursues continuing contact with alumni through a semi-annual bulletin. This could be supplemented by a simple database system for ongoing tracking of participant status. Such a system would serve as a reliable basis for assessing whether project objectives and goals are being met. It could also improve access to past participants for Missions and others, serving as a means of matching participant skills to current project activities.
4. Implementing organizations in projects of this type should be encouraged to study ways of collecting and responding to ongoing feedback from project participants. IDLI currently sends a follow-up evaluation questionnaire to alumni of its Development Lawyers Course. Distributing post-training questionnaires is one means of identifying and devising prompt solutions to problems in areas such as accommodations and pre-course information.

APPENDIX A

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AID/PRE/DP:MUNGER:TMH:0090R
05/26/88 647-5624
AID/PRE/DP:MUNGER

AID/PRE/PD:RANDERSON {DRAFT}
AID/LAC/SAM:MSCHWARTZ {DRAFT}
AID/LAC/CAP:CCOSTELLO {DRAFT}
AID/AFR/CCWA:RTHOMAS {DRAFT}

AID/PRE/PD:PFARLEY {DRAFT}
AID/LAC/SAM:HSOOS {DRAFT}
AID/AFR/EA:HMARWITZ {DRAFT}
AID/AFR/CCWA:WRUSH {DRAFT}

PRIORITY QUITO, GUATEMALA PRIORITY, LIMA PRIORITY, NAIROBI
PRIORITY, LAGOS PRIORITY, ABIDJAN PRIORITY, KIGALI PRIORITY,

AIDAC FOR PRIVATE SECTOR OFFICERS

E.O. 12356: N/A

TAGS:

SUBJECT: PRE EVALUATION OF COOPERATIVE AGREEMENT WITH
INTERNATIONAL DEVELOPMENT LAW INSTITUTE {IDLI}

REF: STATE 062617

1. SUMMARY. THE PURPOSE OF THIS CABLE IS TO REQUEST MISSION ASSISTANCE IN PERFORMING A RAPID ASSESSMENT OF THE EFFECTIVENESS OF PRE'S COOPERATIVE AGREEMENT WITH THE INTERNATIONAL DEVELOPMENT LAW INSTITUTE {IDLI}, WHICH EXPIRED MARCH 31, 1988. PRE APPRECIATES MISSION RESPONSES TO REFTEL WHICH REQUESTED INDICATIONS OF MISSION INTEREST IN CONTINUATION OF THE IDLI PROGRAM AND RELEVANCE OF THE PROGRAM TO COUNTRY PRIVATE SECTOR STRATEGIES. PRE IS NOW SEEKING MISSION COOPERATION IN CONTACTING PRE-FUNDED IDLI PROGRAM PARTICIPANTS FOR BRIEF INTERVIEWS REGARDING THEIR EXPERIENCE WITH THE IDLI PROGRAM. THIS INFORMATION WILL ASSIST PRE IN ITS DECISIONMAKING REGARDING FUTURE SUPPORT OF IDLI.

FOR JAKARTA AND YAOUNDE: WE ARE ALSO REQUESTING MISSION ASSESSMENT OF PRE-FUNDED IDLI WORKSHOPS IN YOUR COUNTRIES. END SUMMARY.

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2. AS NOTED IN REFTEL, PRE ENTERED INTO A COOPERATIVE AGREEMENT WITH IDLI IN 1985. UNDER THE TERMS OF THIS AGREEMENT, PRE PROVIDED IDLI FUNDING OF DOLS 250,000 TO FINANCE ATTENDANCE OF LDC PRIVATE SECTOR LAWYERS IN IDLI DEVELOPMENT LAW COURSES, AND TO CONDUCT WORKSHOPS IN SELECTED DEVELOPING COUNTRIES. IDLI HAS REQUESTED FUNDING FROM PRE TO CONTINUE THE ACTIVITIES BEGUN UNDER THE COOPERATIVE AGREEMENT. TO AID OUR DECISIONMAKING REGARDING THIS REQUEST, PRE IS SEEKING BOTH TO GAUGE THE PROGRESS OF PROGRAM PARTICIPANTS SINCE THEIR PARTICIPATION IN THE IDLI COURSES AND TO ELICIT THEIR OPINIONS REGARDING THE USEFULNESS OF THE PROGRAM. WE ARE ASKING FOR THE COOPERATION OF ADDRESSEE MISSIONS IN ASSESSING THE PROGRAM'S EFFECTIVENESS BY ADMINISTERING A BRIEF SET OF QUESTIONS, PROVIDED BELOW, TO PRE-FUNDED IDLI PROGRAM PARTICIPANTS. IN ADDITION, MISSIONS IN JAKARTA AND YAOUNDE ARE REQUESTED TO ASSIST BY PROVIDING A RAPID ASSESSMENT OF THE WORKSHOPS FUNDED BY PRE AND ADMINISTERED BY IDLI IN THEIR COUNTRIES. MISSION ASSISTANCE IN TRANSLATION OF QUESTIONS AND RESPONSES FOR FRENCH-SPEAKING PARTICIPANTS IS APPRECIATED.

3. LISTED AT THE END OF THIS CABLE ARE NAMES OF IDLI PROGRAM PARTICIPANTS FROM ADDRESSEE COUNTRIES WHOSE ATTENDANCE AT IDLI COURSES WAS FUNDED BY PRE BETWEEN 1985 AND 1988. PRE WOULD GREATLY APPRECIATE MISSION ASSISTANCE IN CONTACTING THESE INDIVIDUALS BY TELEPHONE AND ASKING THEM THE FOLLOWING QUESTIONS, OR BY FORWARDING A COPY OF THE QUESTIONS TO THEM.

4. A. QUESTIONS FOR MISSION PERSONNEL:

{1} HAS THE MISSION HAD CONTINUING CONTACT WITH THE PRIVATE SECTOR LAWYERS FUNDED BY PRE TO PARTICIPATE IN IDLI COURSES?

{2} HAVE THESE INDIVIDUALS PARTICIPATED IN OTHER MISSION- OR PRE-FUNDED PRIVATE SECTOR PROJECTS?

{3} IF THE ANSWER TO {1} IS YES, HAVE YOU OBSERVED AN INCREASE IN THE PARTICIPANTS' CAPACITY FOR CONTRIBUTING TO THE PROCESS OF POLICY CHANGE IN THE COUNTRY FOLLOWING PARTICIPATION IN THE IDLI COURSE?

9. QUESTIONS FOR PRE-FUNDED IDLI COURSE PARTICIPANTS:

{1} WHAT WERE YOUR JOB POSITION AND RESPONSIBILITIES AT THE TIME YOU ATTENDED THE IDLI COURSE?

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{2} WHAT ARE YOUR POSITION AND RESPONSIBILITIES AT PRESENT?

{3} WOULD YOU RATE THE COURSE YOU TOOK FROM IDLI AS EXCELLENT, GOOD, FAIR, OR POOR?

{4} HAVE YOU BEEN ABLE TO USE THE INFORMATION LEARNED IN THE IDLI COURSE IN YOUR WORK? IF NOT, WHY NOT? IF SO, WHAT ASPECTS OF THE COURSE PROVED USEFUL? HOW WERE YOU ABLE TO APPLY THE INFORMATION IN YOUR WORK? DID THIS EXPERIENCE CONTRIBUTE TO ANY CHANGE IN JOB POSITION OR RESPONSIBILITIES FOR YOU?

{5} WOULD YOU RATE THE QUALITY OF THE IDLI FACULTY AS EXCELLENT, GOOD, FAIR OR POOR?

{6} WERE ANY ASPECTS OF THE CURRICULUM OR ACTIVITIES IN THE IDLI PROGRAM ESPECIALLY ORIENTED FOR PRIVATE SECTOR PARTICIPANTS LIKE YOURSELF? IF SO, WHICH ASPECTS? IF NOT, CAN YOU SUGGEST ANY CHANGES WHICH MIGHT ENHANCE THE EXPERIENCE OF PRIVATE SECTOR PARTICIPANTS?

{7} WOULD YOU RECOMMEND THE COURSE TO OTHER LAWYERS IN YOUR COUNTRY? IF SO, WHY? IF NOT, WHY NOT?

{8} WOULD YOU BE INTERESTED IN TAKING OTHER COURSES FROM IDLI IN THE FUTURE? IF SO, IN WHAT AREAS?

{9} DO YOU HAVE ANY FURTHER COMMENTS REGARDING YOUR EXPERIENCE IN THE IDLI PROGRAM?

5. FOR YAOUNDE AND JAKARTA:

WE ARE INTERESTED IN ASSESSING IDLI'S PERFORMANCE IN CONDUCTING WORKSHOPS IN YOUR COUNTRIES, BASED ON {1} MISSION OBSERVATIONS OF THE WORKSHOPS AND {2} TELEPHONE INTERVIEW OF A SAMPLE OF WORKSHOP ATTENDEES. REALIZING THAT MISSION PERSONNEL TIME IS EXTREMELY LIMITED, PRE REQUESTS THAT YOU INTERVIEW A SAMPLE OF TEN ATTENDEES.

A. QUESTIONS FOR MISSION PERSONNEL:

{1} WHICH ASPECTS OF THE WORKSHOP DID YOU FEEL TO BE THE MOST USEFUL TO PARTICIPANTS?

{2} WHICH ASPECTS DID YOU FEEL TO BE THE LEAST USEFUL TO PARTICIPANTS?

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{3} HOW WOULD YOU RATE IDLI'S ORGANIZATIONAL CAPACITY FOR CONDUCTING WORKSHOPS SUCH AS THIS?

{4} PLEASE EVALUATE THE QUALITY OF IDLI FACULTY WHO PARTICIPATED IN THE WORKSHOP.

{5} DID ANY ASPECTS OF THE WORKSHOP EVIDENCE AN ORIENTATION TOWARD PRIVATE SECTOR PARTICIPANTS? IF SO, WHICH ASPECTS? IF NOT, CAN YOU SUGGEST ANY CHANGES WHICH MIGHT ENHANCE THE EXPERIENCE OF PRIVATE SECTOR PARTICIPANTS?

B. QUESTIONS FOR WORKSHOP ATTENDEES:

{1} DID YOU FIND THE WORKSHOP TO BE USEFUL TO YOU IN YOUR WORK? IF SO, WHAT ASPECTS OF THE WORKSHOP WERE USEFUL, AND HOW? IF NOT, WHY WAS THE WORKSHOP NOT USEFUL?

{2} DID YOU FEEL THAT THE WORKSHOP WAS WELL ORGANIZED? IF NOT, WHAT IMPROVEMENTS COULD BE MADE?

{3} PLEASE EVALUATE QUALITY OF IDLI FACULTY WHO PARTICIPATED IN THE WORKSHOP.

{4} WHAT CHANGES WOULD YOU RECOMMEND TO MAKE THIS TYPE OF WORKSHOP MORE USEFUL TO PARTICIPANTS?

{5} WOULD YOU BE INTERESTED IN PARTICIPATING IN OTHER IDLI PROGRAMS IN THE FUTURE? IF SO, WHAT AREAS WOULD YOU LIKE THE WORKSHOP TO COVER?

{6} DO YOU HAVE ANY FURTHER COMMENTS REGARDING THE IDLI WORKSHOP?

b. IDLI COURSE ATTENDEES FUNDED BY PRE BETWEEN 1985 AND 1986 ARE LISTED BELOW. IF UNABLE TO CONTACT THEM, PLEASE ADVISE.

ECUADOR: MR. RODRIGO CRESPO {1985}, LEGAL CONSULTANT, CASILLA A-10, 401 EDIF. MULTICENTRO, AV. 6 DE DICIEMBRE Y LA NINA, QUITO, TEL: 552-814-549-714, TLX: 22298 ECUAMED

MR. OSWALDO TORRES {1986}, ADVOCATE, ROBLES 653 Y AMAZONAS, PISO II, OF 1109-1112, QUITO, TEL: 524-759-526-339

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MR. JOSE RAFAEL BUSTAMANTE {1988}, PARTNER, BUSTAMANTE & CRESPO LAW FIRM, P.O. BOX 2455, QUITO, TEL: 562-680-1/1 OR 562-714, TLX: 2209 DYRBUS ED

MR. RODRIGO BERMEO {1988}, ATTORNEY-AT-LAW, JURIST DOCTOR, PARTNER, BERMEO & BERMEO, P.O. BOX 545-C, QUITO, TEL: 523-894/564-620/232-018/545-871, TLX: 22065 BERMEO ED

EGYPT: MR. MOHAMED NASR {1986}, ADVOCATE, 22 TAHA HUSSEIN STREET, ZAMALEK, CAIRO, TEL: 341-9549/341-9001, TLX: 93656 ASLO

GUATEMALA: MR. SALVADOR CASTILLO {1986}, PARTNER, SARAVIA Y MUNOZ, ABOGADOS Y NOTARIOS, 14 CALLE 4-32, ZONA 10, GUATEMALA, TEL: 37-00-57, TLX: 5493

INDIA: MR. BHARAT RAJ UPRETI {1986}, ADVOCATE, PIONEER LAW ASSOCIATES, BAGBAZAR, KHA 2-579, KATHMANDU - 2, NEPAL, TEL: 2-21340;

INDONESIA: MR. DIDI DERMAWAN {1988}, SENIOR ASSOCIATE, LAW FIRM LUBIS, HADIPUTRANTO, GANIE & SUROWIDJOJO, BBD PLAZA, 27TH FL., Jl. IMAM BONJOL 61, INDONESIA, TEL: {021} 334-144/334-441/335-322/335-101, TLX: 61588 LH GS

IVORY COAST: MR. WINFRIED JOHNSON {1986} ASSOCIATE, DUNCAN, ALLEN & MITCHELL, DL B.P. 3394, ABIDJAN DL, COTE D'IVOIRE, TEL: 32-67-66, TLX: 22435 DAMCI

JORDAN: MR. OSAMA NACHEF {1987}, AVOCATE, FACULTY OF LAW, UNIVERSITY OF JORDAN, P.O. BOX 9051, AMMAN

KENYA: MR. MUTULA KILONZO {1985}, ADVOCATE, 6TH FLOOR, CORNER HOUSE, OPP. HILTON, P.O. BOX 59839, NAIROBI, TEL: 332-529/339-088/215-56, TLX: 25444 WARETRADE

MR. LEE MUTHOGA {1985}, MUTHOGA, GATURU AND COMPANY, ADVOCATES, 4TH FLOOR, CITY HALL ANNEX, MUMINDI MBINGU STREET, P.O. BOX 47614, NAIROBI, TEL: 333-888/335-022/332-481, TLX: C/O 22853 KENTOURS

MR. MBAGE NG'ANG'A {1987}, ATTORNEY AT LAW, P.O. BOX 47122, NAIROBI, TEL: 33-26-17/336-228

LIBERIA: MR. DAVID A.B. JALLAH {1986}, COOPER & TOGBAH LAW OFFICE, 3 BUCHANAN STREET, P.O. BOX 377, MONROVIA, TEL: 221-457/221-722, TLX: 44258 Denco LI.

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MALAWI: MR. CLEMENT SIDNEY CHILINGULO {1987}, LEGAL OFFICER, INVESTMENT DEVELOPMENT BANK OF MALAWI, LTD., P.O. BOX 358, BLANTYRE, TEL: 620-055, TLX: 4735 MI

NEPAL: MR. NARAYAN RAJ KHAREL {1986}, ATTORNEY AT LAW, KHAREL'S LAW CHAMBER, NEPAL {PVT} FIRM, GA-320 DILLIBAZAR, KATHMANDU, TEL: 4-13745, TLX: 2233

NIGERIA: MR. DEINMA EREMIE {1986}, MANAGING SOLICITOR, DEINMA A. EREMIE ASSOCIATES, P.O. BOX 1129, PORT HARCOURT, TEL: {084} 331126, TLX: 61157 PABANK

PAKISTAN: MR. S. ZAHID {1985}, BARRISTER-AT-LAW, PARTNER, ORR, DIGNAM & CO., ADVOCATES, I-B, STATE LIFE SQUARE, I.I. CHUNDRIGAR ROAD, KARACHI, TEL: 220-492, TLX: 25529 PK

PERU: MR. JORGE NUNEZ DEL PRADO {1987}, PARTNER, MUNIZ & NUNEZ DEL PRADO, S.R.L., AVENIDA SALAVERRY 3495, SAN ISIDRO, LIMA, TEL: 425-850/425-857, TLX: 20222 CARSA PE

PHILIPPINES: MR. JOSE LOTILLA {1986}, ASSOCIATE, SYCIP, SALAZAR, FELICIANO & HERNANDEZ, 4TH FLOOR, PAIC BLDG., 105 PASEO DE ROXAS, LEGASPI VILLAGE, MAKATI, METRO MANILA, TEL: 817-2001 TO 09 OR 817-9811 TO 20, TLX: 63580 SSFHC/45117 SYCIPLW/22135 SSL

RWANDA: MS. MEDIATRICE NIWENAMUHA {1986}, CHEF DE SECTION LEGISLATION ET CONTENTIEUX, CHAMBRE DE COMMERCE ET D'INDUSTRIE, B.P. 319, KIGALI, TEL: 2319/43-19, TLX: 504/521 ATTENTION: CABINE PUBLIQUE C.C.I.R.

SENEGAL: MR. KOSSORO CISSOKO {1987}, CONSEILLER JURIDIQUE & SECRETAIRE GENERAL ADJOINT, CHAMBRE DE COMMERCE ET D'INDUSTRIE, B.P. 118, DAKAR, TEL: 21-71-89, TLX: 3112 SG

SRI LANKA: MR. C.W. GUNASEKERA {1986}, ATTORNEY-AT-LAW, NO. 106 MINUWANGODA ROAD, KANUWANA, JA-ELA, TEL: 536-430

MS. K.S. GUNASEKERA {1987}, PRIVATE PRACTITIONER, SENENAYAKE ESTATE, MIRI:ANA KOTTE, COLOMBO, TEL: 552792

MR. NIMAL P. GUNASEKERA {1987}, GUNASEKERA L. PERERA, 157 MIHINDU MAWATHA, COLOMBO 12, TEL: 27717

MR. MAHINDASENA SALPITIKORALA {1987}, ATTORNEY AT LAW, CEYLON TOURS BLDG, 67A, SIR CHITTAMPALAM, GARDINER MAWATHA, COLOMBO 2, TEL: 549-697, TLX: 21239

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THAILAND: MS. NIPAPORN WESKOSITH (1986), LAWYER, HEAD OF DIVISION, ANEK & ASSOCIATES, 37 SOI SOMPRASONG 3, PETCHBURI ROAD, BANGKOK, TEL: 253-9167/8, TLX: 21222 ANEKLAU

TUNISIA: MS. ALYA CHAMMARI (1987), AVOCATE A LA COUR D'APPEL, BARREAU DE TUNISIE, 4 AVENUE DES ESTATS UNIS D'AMERIQUE, 1002 TUNIS BELVEDERE, TEL: 89-09-07/89-40-86

7. PRE GREATLY APPRECIATES MISSION ASSISTANCE IN THIS ASSESSMENT. PLEASE CABLE RESPONSES TO JOHN GELB, PRE/DP, BY JUNE 15, 1988. YY

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ACTION ADDRESS {CONTINUED}

PRIORITY MONROVIA, PRIORITY DAKAR, PRIORITY, LILONGWE, PRIORITY
YAOUNDE, PRIORITY MANILA, PRIORITY KATHMANDU, PRIORITY COLOMBO,
PRIORITY BANGKOK, PRIORITY CAIRO, PRIORITY NEW DELHI, PRIORITY
ISLAMABAD, PRIORITY AMMAN, PRIORITY TUNIS, PRIORITY JAKARTA

CLEARANCES {CONTINUED}

AID/AFR/CCWA:CSTEELE {DRAFT}
AID/AFR/SA:RBROWN {DRAFT}
AID/ANE/EA:MMORFIT {DRAFT}
AID/ANE/EA:KSCHWARTZ {DRAFT}
AID/ANE/SA:WSUGRUE {DRAFT}
AID/ANE/MENA:BHAWLEY {DRAFT}
AID/ANE/EA:MFELDSTEIN {DRAFT}
AID/AFR/MDI:CBUCHANAN {INFO}
AID/AFR/DP:HMERRILL {INFO}

AID/AFR/SWA:HVAITAITIS {PHONE}
AID/AFR/CCWA:AFESSENDEN {DRAFT}
AID/ANE/SA:DGARMS {DRAFT}
AID/ANE/E:RHANDLER {DRAFT}
AID/ANE/SA:RDAKAN {DRAFT}
AID/ANE/MENA:RDELANEY {DRAFT}
AID/LAC/PSA:AWILLIAMS {INFO}
AID/ANE/PD:DHAGEN {INFO}

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APPENDIX B

RESPONDENTS TO IDLI ASSESSMENT QUESTIONNAIRE

COURSE PARTICIPANTS

Ecuador: Mr. Rodrigo Bermeo; Mr. Rafael Bustamante; Mr. Rodrigo Crespo; Mr. Oswaldo Torres
Guatemala: Mr. Salvador Saravia Castillo
Indonesia: Mr. Didi Dermawan
Ivory Coast: Mr. Winfried Johnson
Kenya: Mr. Mutula Kilonzo; Mr. Lee Muthoga; Mr. Mbage Ng'ang'a
Nepal: Mr. Bharat Raj Upreti; Mr. Narayan Raj Kharel
Pakistan: Mr. S. Zahid
Philippines: Mr. Jose Lotilla
Senegal: Mr. Kossoro Cissoko
Sri Lanka: Mr. C.W. Gunasekera; Ms. K.S. Gunasekera; Mr. Nimal P. Gunasekera; Mr. Mahindasena Salpitikorala
Thailand: Ms. Nipaporn Weskosith
Tunisia: Ms. Alya Chammari

MISSIONS

Cameroon
Ecuador
Egypt
Guatemala
Indonesia
Ivory Coast
Kenya
Nepal
Pakistan
Philippines
Senegal
Sri Lanka
Thailand
Tunisia

APPENDIX C

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON D C 20523

SEP 26 1985

James McCloud, Vice President
America-Mideast Educational and Training Services, Inc.
1100 Seventeenth Street, NW
Washington, D.C. 20036

Subject: Cooperative Agreement No. DPE-2038-A-00-5071-00

Dear Mr. McCloud:

Pursuant to authority contained in the Foreign Assistance Act of 1961, as amended, and the Federal Grant and Cooperative Agreement Act of 1977, the Agency for International Development (hereinafter referred to as AID) hereby provides to America-Mideast Educational and Training Services, Inc., AMIDEAST, (hereinafter referred to as the Recipient) the sum of \$104,274 to provide services for a program entitled "International Development Law Institute" as described in the Schedule of the Cooperative Agreement entitled "Objectives and Program Description".

This Cooperative Agreement is effective and obligation is made as of the date of this letter.

The total estimated cost of this Agreement is \$258,816 from the effective date through September 30, 1987. Additional funding may be provided to the Recipient by way of amendment to this Cooperative Agreement, subject to availability of funds, up to the amount of \$154,542 in support of this program for the period September 27, 1985 through September 30, 1987.

This Cooperative Agreement is made to America-Mideast Educational and Training Services, Inc. on condition that the funds will be administered in accordance with the terms and conditions as set forth in the Schedule and the attachment entitled "Standard Provisions", which have been agreed to by your organization.

Please sign the original and all copies of this letter to acknowledge your receipt of the Cooperative Agreement. Retain one copy for your files and return the original and remaining copies to this office.

Sincerely,



Judith D. Johnson
Agreement Officer
Chief, PE Branch
Central Operations Division
Office of Contract Management

Attachments: Schedule and Standard Provisions

ACCEPTANCE

America-Mideast Educational and Training Services, Inc.

By: 

Title: President

Date: October 22, 1985

FISCAL DATA

PIO/T.:	5342512
Project No.:	940-2038
Appropriation:	72-1151021.6
Allotment:	546-34-099-00-69-51
Budget Plan:	PDAA85-13480-DG11
Total Amount:	\$258,816
Obligated:	\$104,274
DUNS No.:	074807124

FUNDS AVAILABLE 
PROGRAM ACCTG. & FIN DIVISION
DATE 9/30/85
OFFICE OF FINANCIAL MANAGEMENT
4/19/85

SCHEDULE

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Article I	Objectives and Program Description
Article II	Key Personnel
Article III	Reports
Article IV	Evaluation
Article V	Period of Grant
Article VI	Estimated Cost and Financial Plan
Article VII	Establishment of Overhead Rate
Article VIII	Special Provisions
Article IX	Standard Provisions

Article I - Objectives and Program Description

A. Objectives

The purpose of this Cooperative Agreement is to enable AMIDEAST to undertake the following programs for International Development Law Institute (IDLI) in Rome, Italy.

1. Fellowships for private sector lawyers to attend IDLI courses.
2. Courses and seminars with specific private enterprise content.
3. Workshops in specific developing countries to address specific private enterprise concerns.

The objectives of this program are to enable IDLI to provide training to developing country, private sector lawyers (and others as appropriate) in areas related to development law and to develop training programs with a private enterprise focus for developing country lawyers.

The training program will bridge the information gap between developing and developed countries in specialized legal topics which are highly relevant to the private sector. Contributing to the increased skills of developing country lawyers and legal advisors will contribute to a more efficient development process. The training programs result in more beneficial business arrangements for developing countries, better informed counterparts for project financing agencies to deal with and the creation of well-negotiated agreements and a stable legal atmosphere.

This Agreement will provide the capability for a number of private sector lawyers to benefit from development skills which result from IDLI training.

B. Statement of Work

1. Fellowships

The IDLI Fellowships will fully or partially fund approximately 24 participants in the IDLI programs from September 1985 through August 1987. IDLI will use fellowship funds to finance tuition costs and, if necessary, accommodations and travel for qualified applicants from the private sector in AID countries, making an effort to maximize the leverage of the AID funds to attract private sector trainees, to a reasonable extent. The Institute's training program

consists of twelve-week Development Lawyers Courses (DLC) and two-week International Business Transaction (IBT) seminars. Each course is presented separately in English and French. The Development Lawyers Course focuses on building legal skills which can be used in public or private practice in the context of project financing, legislation and international procurement. The International Business Transaction seminars are designed to bridge the legal information gap in various specialized topics.

2. Program Support

Program Support covers the costs of visiting instructors, materials and IDLI staff necessary for three International Business Transaction seminars. The seminars include:

- Resolving International Commercial Disputes which is conducted in English and is designed to explore a hierarchy of methods for resolving disputes to benefit developing country lawyers and legal advisors responsible for the negotiation and drafting of international commercial agreements.

- Parastatal Organization which is conducted in English and French and will present, inter alia, various options for dealing with the inefficiencies and inappropriateness of parastatal organizations including, particularly, privatization and divestiture.

3. Training Workshops

IDLI will consult with requesting governments or institutions and other organizations with an interest in training workshops to verify the need for coverage of the proposed topic and to identify the legal issues involved. IDLI will work with the in-country cooperating organization to design and implement a workshop to address topics such as legal constraints to private enterprise, promotion of foreign investment or capital market development.

This Agreement will support the cost of visiting instructors, course manager and materials for 2 one-week workshops.

C. Timing and Implementation Plan

The schedule for the program will be as follows:

Fellowships granted to seminar and course participants	Sept. 85 - Aug. 87
IBT seminar, Resolving International Commercial Disputes	Dec. 85
IBT seminar, Parastatal Organizations English version	Jan. 87
French version	Feb. 87
Private Enterprise Training Workshops	Jan. 86 - Aug. 87

D. Substantial Involvement Understanding

It is anticipated that performance under this Cooperative Agreement will require substantial involvement by AID. Specific areas of involvement include:

1. The Recipient will consult with AID concerning the implementation of the program funded by this Agreement and execution of the Recipients proposal, as amended, with the understanding that activities that activities pursued under this Agreement will be cooperatively managed by the Recipient and AID/PRE/PPR, in consultation with the Agreement Officer and relevant AID Missions.
2. AID will closely collaborate with the Recipient, monitoring program activities to establish specific direction or redirection of the project, considering interrelationships with other projects.
3. The Recipient will cooperate with and give reasonable assistance to Government representatives in their review of the overall effectiveness of the project.
4. AID and the Recipient will collaborate on the project with the Recipient providing on-going supervision of project staff activities.
5. The Recipient is responsible for obtaining appropriate cooperating country clearances for its personnel and maintaining liaison with cooperating country officials as appropriate.
6. The Recipient will work with appropriate AID officials in planning and designing each of the training workshops which will take place in host countries.

7. The Recipient will coordinate with appropriate AID officials, including AID Mission personnel, for approval of those private sector applicants chosen to participate in IDLI programs through fellowship funds provided by AID.

The above specified involvement is in addition to the normal program monitoring by AID project personnel of the Recipients's program and other administrative requirements established by the standard terms and conditions of this Cooperative Agreement.

Article II - Key Personnel

The Key Personnel which the Recipient shall furnish for the performance of thi Agreement are as follows:

James L. McCloud, Project Manager
Charles E. Lorenzetti, Assistant Project Manager

Article III - Reports

Five copies of the following reports shall be submitted to the Project Officer, AID/PRE/PPR, in addition to those required by the Standard Provisions:

1. Quarterly reports detailing accomplishments in the previous quarter, detailing any delays or problems encountered in implementation, and projecting the next quarters activities.

2. A detailed Final Report shall be submitted with 30 days of expiration on this Agreement.

3 A monthly financial report including actual expenses for the month and cumulative expenses in comparison to the Agreement budget.

Article IV - Evaluation

AID/PRE/PPR will evaluate the effectiveness of this Agreement through participant feedback, AID Mission feedback and on site review of the program.

Article V - Period of the Cooperative Agreement

The effective date of this Cooperative Agreement is the date of this letter, and the expiration date is September 30, 1987.

Article VI - Estimated Cost and Financial Plan

A. AID hereby obligates the amount of \$104,274 for payment of allowable costs from the effective date of this agreement through September 30, 1987. Subject to availability of funds, an additional amount of \$154,542 may be obligated. The total estimated cost of this agreement is \$258,816.

B. Financial Plan

<u>Item</u>	<u>Amount</u>
Fellowship Support for Private Sector Participants	\$150,000
Program Support for Private Sector Seminars	\$ 50,000
Training Workshops in Developing Countries	\$ 50,000
AMIDEAST Administration	\$ 8,816
Total Cost	\$258,816

Article VII - Establishment of Overhead Rates

Pursuant to the provisions of the clause of the Standard Provision entitled "Negotiated Overhead Rates - Nonprofit Organizations" a rate or rates shall be established for each of the Recipient's accounting periods during the term of the Cooperative Agreement. Pending establishment of final Overhead rates, within the below established ceilings, provisional payments on account of the allowable indirect cost component of AMIDEAST Administration shall be made on the basis of the following negotiated provisional rates.

<u>Indirect Cost</u>	<u>Rate</u>	<u>Ceiling</u>	<u>Base</u>
Fringe Benefits	23%	23%	Direct Salaries
Overhead	22%	22%	Direct Salaries
G & A	32%	32%	Total Direct Cost plus Overhead

Article VIII - Special Provisions

- A. The Recipient shall include on each voucher submitted for payment the data appearing below:

Agreement No.: DPE-2038-A-00-5071
Project No.: 940-2038
Project Office: PRE/PPR
Obligation No.: 5342512

- B. The use of consultants is authorized under this Agreement subject to the technical concurrence of the CTO that the proposed individual is suitable for the task assigned. Fees paid to consultants and reimbursed hereunder shall be reasonable in accordance with the provision of the applicable cost principles, entitled "Professional Service Costs", and shall not exceed, without specific approval of the Agreement Officer, the maximum daily rate of a Foreign Service Officer 1 (FS-1).
- C. Direct compensation of personnel will be reimbursable in accordance with the established policies, procedures and practices of the Recipient and the provision of the applicable cost principles, entitled "Compensation for Personal Services". Such policies, procedures and practices shall be the same as used in contracts and/or grants with other government agencies and accepted by the cognizant U.S. Government agency assigned primary audit responsibility, shall be in writing and shall be made available to the Agreement Officer or designee upon request. Compensation (i.e, the employee's base annual salary) which exceeds the maximum level of a Foreign Service Officer 1 (FS-1) or the equivalent daily rate, as from time to time amended, will be reimbursed only with specific Agreement Officer approval.
- D. The Recipient may not send individuals outside the United States to perform work under the Agreement or allow travel by regional representatives to the United States or other regions, without the prior written approval of the CTO.

Article IX - Standard Provisions

The Standard Provisions, contained herein, are applicable to this Agreement with the exception of the modification made hereunder.

1. Delete the following provisions in their entirety:

- 5A Negotiated Overhead Rates - Predetermined
- 7B Payment - Periodic Advances
- 7C Payment - Reimbursement
- 10B Procurement of Goods or Services over \$250,000
- 13B Title to and use of property
- 13C Title to and care of property

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D C 20523

Mr. James M^CCloud
Vice President
America - Mideast Educational and
Training Services, Inc.
1100 17th Street, N.W.
Washington, DC 20036

SEP 19 1986

Subject: Cooperative Agreement No. DPE-2038-A-00-5071-00
Amendment No. 1

Dear Mr. M^CCloud:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development hereby provides to America - Mideast Educational and Training Services, Inc. the additional sum of \$154,542 in continuing support of a program entitled, "International Development Law Institute", as more fully described in the Program Description.

The subject Cooperative Agreement is hereby further amended as follows:

SCHEDULE

A. Delete paragraph A. in its entirety, and substitute in lieu thereof:

"A. AID hereby obligates the amount of \$258,816 for payment of allowable costs from the effective date of this Agreement through September 30, 1987."

B. Delete Article IX - Standard Provisions in its entirety and substitute the following in lieu thereof:

"Article IX - Standard Provisions

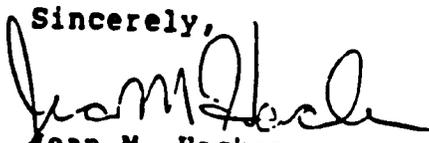
A. Mandatory Standard Provisions for U.S. Nongovernmental Grantees and Optional Standard Provisions for U.S. Nongovernmental Grantees applicable under this Agreement are attached hereto and made a part hereof.

B. The following Optional Standard Provisions are not applicable under this agreement:

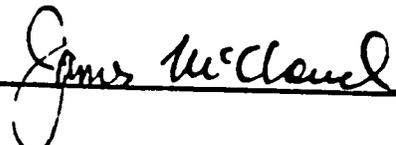
2, 3, 12, 16, 17, 18, 19, 21, 22, and 23."

Except as expressly herein amended, all other terms and conditions remain unchanged.

Please sign the original and all copies of this letter to acknowledge receipt, retain one copy for your file, and return the original and remaining copies to the Office of Procurement.

Sincerely,

Jean M. Hacken
Grant Officer
Central Operations Branch
Office of Procurement

ACKNOWLEDGED

BY: 

TYPED NAME: James McCloud

TITLE: Vice President

DATE: 2 October 1986

FUNDS
SEP 23 1986
Program Accounting Division
Office of Financial Management
0104190

Fiscal Data

PIO/T No.:	940-2038-634-2305
Budget Plan Code:	PDAA-86-13480-DG-11
Appropriation No.:	72-1161021.6
Allotment No.:	646-34-099-00-69-61
Previous Obligation:	\$104,274
This Obligation:	\$154,542
Cumulative Obligation:	\$258,816
Total Estimated Amount:	\$258,816
Project Office:	PRE/PD
DUNS No.:	07-480-7124
E.I. No.:	53-0243270

A.2

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

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date November 18, 1986

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: DC/AA Audit Report No. 6131-7M160-006 dated September 17, 1986 and Contractor's Proposal dated March 11, 1986

CONTRACTOR: America-Mideast Educational and Training Services, Inc. (AMIDEAST)
or
1100 17th Street, NW Suite 300
GRANTEE: Washington, DC 20036

PART I - NEGOTIATED INDIRECT COST RATES (%)

Type	Effective Period		(A)	(B)	(C)	(D)	(E)	(F) & (G)
	From	Through						
Final	10-1-83	9-30-84	19.93	23.12	20.43	21.32	28.46	34.71
Final	10-1-84	9-30-85	20.54	24.94	24.56	25.69	35.57	24.50
Provisional	10-1-85	Until Amended	20.00	25.00	21.36	21.87	33.00	24.00

Base of Application:

- (A) Absences - Total Salaries
- (B) Fringe Benefits - Total salaries and absences
- (C) PFP Overhead - Total direct labor plus absences and fringe benefits less team direct labor. This rate is applicable to the Peace Fellowship Project (PFP) for which Headquarters and Cairo Program occupancy costs are paid direct.
- (D) World Wide Overhead - Total direct labor plus absences and fringe benefits, less team direct labor and PFP direct labor. Applicable to the World-Wide project for which Headquarters program occupancy costs are charged directly to the project.
- (E) Organizational Overhead - Total direct labor plus absences and fringe benefits, less team direct labor, PFP direct labor and world-wide direct labor. Applicable to all AMIDEAST projects excluding PFP, World-Wide and off-site projects.
- (F) 1984 General and Administration - Total direct labor plus absences and fringe benefit. This rate is applicable to all projects including offsite.
- (G) 1985 General and Administration - Total modified direct cost (Total Direct Costs including allocated overhead costs less student costs, sub-grantee/contractor expenses, equipment and application and test fees).

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor; (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (3) that similar types of costs have been accorded consistent treatment; and (4) that the information provided by the grantee/contractor which was used to determine the rate(s) is accurate and complete.

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AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

Mr. James McCloud
Vice President
America-Mideast Educational and
Training Services, Inc.
1100 17th Street, NW
Washington, DC 20036

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Subject: Cooperative Agreement No. DPE-2038-A-00-5071-00
Amendment No. 3

Dear Mr. McCloud:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject Agreement is hereby amended as follows:

Article VI - Estimated Cost and Financial Plan

Delete paragraph B., Financial Plan, in its entirety and substitute the following in lieu thereof:

"B. Financial Plan

<u>Item</u>	<u>Amount</u>
Fellowship Support for Private Sector Participants	\$196,590
Program Support for Private Sector Seminars	3,410
Training Workshops in Developing Countries	50,000
AMIDEAST Administration	<u>8,816</u>
TOTAL COST	\$258,816"

Except as expressly herein amended, all other terms and conditions remain unchanged.

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Please sign the original and all copies of this letter to acknowledge your receipt, retain one copy for your files, and return the original and remaining copies to the Office of Procurement.

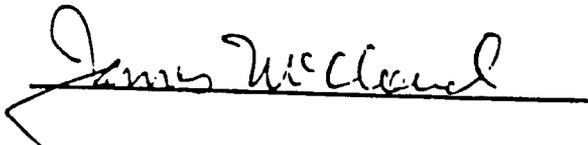
Sincerely,



Kathryn Y. Cunningham
Agreement Officer
Acting Branch Chief
Central Operations Branch
Office of Procurement

ACKNOWLEDGED

BY:



TYPED NAME: James McCloud

TITLE: Vice President

DATE: 29 December 1986

Fiscal Data

PIO/T No.	:	940-2038-5342512
Budget Plan Code	:	PDAA85-13480-DG11
Appropriation No.	:	72-1151021.6
Allotment No.	:	546-34-099-00-69-51
Previous Obligation	:	\$258,816
This Obligation	:	- 0 -
Total Est. Amount	:	\$258,816
Project Office	:	PRE/PD
DUNS No	:	07-480-7124
E. I. No.	:	53-0243270

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON DC 20523

Mr. James McCloud
Vice President
America - Mideast Educational
and Training Services, Inc.
1100 17th Street, N.W.
Washington, D.C. 20036

DEC 11 1987

Subject: Cooperative Agreement No. DPE-2038-A-00-5071-00
Amendment No. Four (4)

Dear Mr. McCloud:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the subject agreement is hereby amended to extend the estimated completion date to March 31, 1988.

The subject agreement is further amended as follows:

I. Cover Letter

In the third paragraph, delete the date "September 30, 1987" and substitute "March 31, 1988" in lieu thereof.

II. Schedule

A. Delete Article V in its entirety, and substitute the following in lieu thereof:

"Article V - Period of Agreement

The effective date of this Cooperative Agreement is the date of the Agreement letter. The estimated completion date is March 31, 1988."

B. In Article VI - Estimated Cost and Financial Plan, delete paragraph A in its entirety, and substitute the following in lieu thereof:

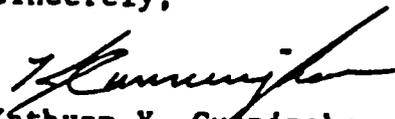
"A. A.I.D. hereby obligates the amount of \$258,816 for payment of allowable costs from the effective date of this Agreement through March 31, 1988."

DPE-2038-A-00-5071-00
Amendment No. 4
Page 2

III. Except as expressly herein amended, all other terms and conditions remain unchanged.

Please sign the original and all copies of this letter to acknowledge your receipt, retain one copy for your files, and return the original and remaining copies to the Office of Procurement.

Sincerely,



Kathryn Y. Cunningham
Agreement Officer
A.I.D./W Projects Division
Office of Procurement

ACKNOWLEDGED

BY: James McClouc

TYPED NAME: James McClouc

TITLE: Vice President

DATE: December 21, 1987

FISCAL DATA

Previous Obligation	:	\$258,816
This Obligation	:	\$ - 0 -
Cumulative Obligation	:	\$258,816
Total Estimated Amount	:	\$258,816
Project Office	:	PRE/PD
DUNS No.	:	07-480-7124
E.I. No.	:	53-0243270

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APPENDIX D

PRE BUREAU
COOPERATIVE AGREEMENT
No. DPE-2038-A-00-5071

PRE GRANT UTILIZATION FOR THE YEAR 1985

1. Fellowship Support for Private Sector Participants:

IBT-4E "Resolving International Contract Disputes"
four participants sponsored (US\$ 14,632)

2. Program Support for Private Sector Seminars:

IBT-4E "Resolving International Contract Disputes"
(US\$ 3,410)

3. Training Workshops in Developing Countries:

No expenses attributed to this category in 1985.

TOTAL COSTS IN 1985 : US\$ 18,042



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PRE BUREAU
COOPERATIVE AGREEMENT
No. DPE-2038-A-00-5071

PRE GRANT UTILIZATION FOR THE YEAR 1986

1. Fellowship Support for Private Sector Participants:

IBT-5E "Legal Aspects of International Debt Rescheduling"
4 participants sponsored (US\$ 16,909)

DLC-3E "Development Lawyers Course"
2 participants sponsored (US\$ 26,064)

IBT-6F "La Syndication des Prêts Internationaux"
1 participant sponsored (US\$ 4,520)

DLC-3F "Pratique du Droit de Développement"
1 participant sponsored (US\$ 13,873)

IBT-6E "Commercial Financing for Development"
8 participants sponsored (US\$ 34,471)

2. Program Support for Private Sector Seminars:
No expenses attributed to this category in 1986.
(Remaining portion transferred to Fellowships)

3. Training Workshops in Developing Countries:

TW-1F "Rédaction et Négotiation de Contrats
Internationaux d'Investissement" held in
in Cameroon (US\$ 3,434) - diagnostic trip

TW-5E "Constraints to Private Sector Development"
held in Indonesia (US\$ 2,064.22) - diagnostic
trip

TOTAL COSTS IN 1986 : US\$ 101,635.22



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PRE BUREAU
COOPERATIVE AGREEMENT
No. DPE-2038-A-00-5071

PRE GRANT UTILIZATION FOR THE YEAR 1987

1. Fellowship Support for Private Sector Participants:

- IBT-7E "State Owned Enterprises"
3 participants sponsored (US\$ 13,517)
- IBT-6F "Accords de Compensation"
2 participants sponsored (US\$ 7,631)
- DLC-4E "Development Lawyers Course"
3 participants sponsored (US\$ 39,555)
- IBT-7F "Aspects Juridiques des Entreprises Publiques
et Parapubliques"
1 participant sponsored (US\$ 3,280)
- IBT-8E "Barter and Countertrade"
1 participant sponsored (US\$ 3,758)

2. Program Support for Private Sector Seminars:
No expenses attributed to this category in 1987.
(Remaining portion transferred to Fellowships)

3. Training Workshops in Developing Countries:

- TW-1F "Rédaction et Négotiation de Contrats
Internationaux d'Investissement" held in Cameroon
(US\$ 18,230)
- TW-3E "Current Issues in Indonesian Corporate Law"
held in Indonesia (US\$ 23,412)

TOTAL COSTS IN 1987 : US\$ 111,383.00



PRE BUREAU
COOPERATIVE AGREEMENT
No. LPE-2038-A-00-3071

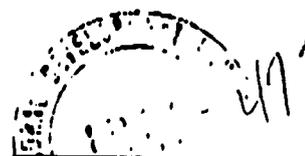
PRE GRANT UTILIZATION FOR THE YEAR 1988

1. Fellowship Support for Private Sector Participants:
IBT-9E "Transfer of Technology; Know-How and Licensing
Agreements" (US\$ 14,370)

2. Program Support for Private Sector Seminars:
No expenses attributed to this category in 1988.

3. Training Workshops in Developing Countries:
No expenses attributed to this category in 1988.

TOTAL COSTS IN 1988 : US\$ 14,370



PRE BUREAU
COOPERATIVE AGREEMENT
IPE-2038-A-00-5071

FRE SPONSORED PARTICIPANTS 1985 - 1988
(Listed by Year and Program)

1985

IBT-4E - Mr. Rodrigo Crespo (Equador)
Mr. Mutula Kilonzo (Kenya)
Mr. Lee Muthogo (Kenya)
Mr. S. Zahid (Pakistan)

1986

IBT-5E - Mr. Salvador Castillo (Guatemala)
Mr. Deinma Eremie (Nigeria)
Mr. José Lotilla (Philippines)
Mr. Oswaldo Torres (Equador)

DLC-3E - Mr. Narayan Raj Kharel (Nepal)
Ms. Nipaporn Weskosith (Thailand)

IBT-6F - Ms. Mediatrice Nwunamuha (Rwanda) 160004

DLC-3F - Mr. Winfried Johnson (Cote d'Ivoire)

IBT-6E - Mr. Rafael Marcelo Alvarado (Paraguay)
Mr. Esteban Burt Antaza (Paraguay)
Mr. Wilfrido Fernandez de Brix
Mr. C.W. Gunasekera (Sri Lanka)
Mr. David A.B. Jallah (Liberia)
Mr. Mohamed Nasr (Egypt)
Mr. Pablo Ramirez Perez (Panama)
Mr. Bharat Raj Upreti (India) *Nepal*

1987

IBT-7E - Ms. K.S. Gunasekera (Sri Lanka)
Mr. Nimal P. Gunasekera (Sri Lanka)
Mr. Mbanje Ng'anya'a (Kenya)

IBT-8F - Mr. Kossoro Cissoko (Senegal)
Mr. Osama Nacheh (Jordan)

DLC-4E - Mr. Clement Sidney Chilingulo (Malawi)
Ms. Luz Maria Meza Bartrina (Paraguay)
Mr. Jorge Nunez del Prado (Peru)

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AMIDEAST

1987 cont'd

IBT-7F - Ms. Alya Chammari (Tunisia)

IBT-8E - Mr. Mahindasena Salpitikorala (Sri Lanka)

1988

IBT-9E - Mr. Didi Dermawan (Indonesia)

Mr. José Rafael Bustamante (Equador)

Mr. Rodrigo Bermeo (Equador)



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