

PD-KAI 152

A.I.D. Project Number 543-0014

GENERAL PROJECT AGREEMENT

BETWEEN

THE GOVERNMENT OF GRENADA

and the

UNITED STATES OF AMERICA

for

SPECIAL DEVELOPMENT ACTIVITIES

Dated: March 11, 1985

General Project Agreement
for
Special Development Activities

I. OBJECTIVE

The purpose of this Agreement is to provide a framework for assistance by the United States of America for small development activities in Grenada for which primary responsibility is reposed in the Government or people of Grenada. Such assistance shall be furnished as agreed upon by the Embassy of the United States of America ("Embassy") and the Government of Grenada, pursuant to the Foreign Assistance Act of 1961, as amended. Such assistance will be directed toward those activities in which self-help by the Government or people of Grenada is an important element.

II. METHODS OF IMPLEMENTATION

A. Pursuant to this Agreement the Embassy will consider requests for assistance for small development activities proposed by the Government of Grenada or requests for such activities which have been proposed by local governments or private organizations within Grenada.

B. Upon determining that a proposed activity meets the self-help criteria and warrants U.S. assistance, the Embassy will prepare a Sub-Project Grant Agreement which will set forth a brief description of the activity, the commitment of each party, the estimated date for beginning and completing the activity, and name and title of the activity supervisor.

C. Sub-Project Grant Agreements will become effective upon signature by the Embassy and the sponsoring agent.

III. SPECIAL PROVISIONS

A. The Government of Grenada will make such arrangements as may be necessary so that funds introduced into Grenada by the Embassy or any public or private agency for purposes of carrying out obligations of the U.S. Government hereunder shall be convertible into currency of Grenada at the highest rate which, at the time the conversion is made, is not unlawful in Grenada.

B. The Embassy shall expend funds and carry on operations pursuant to this agreement only in accordance with the applicable laws and regulations of the United States Government.

C. If the Embassy and any public or private organizations furnishing commodities through United States Government financing for operations hereunder in Grenada are, under the laws, regulations or administrative procedures of Grenada, liable for customs duties or import taxes on commodities imported into Grenada for the purpose of carrying out an activity under this Agreement, the Government of Grenada will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

D. The two parties shall have the right at any time to observe operations carried out under this agreement. Either party during the terms of an activity under this agreement and until three years after the completion of the activity, shall further have the right (1) to examine any property procured through financing by that party under this agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this agreement, shall assure that the rights of examination, inspection, and audit described in the preceding sentence are reserved to the party which did the financing.

E. Any property furnished to the Government of Grenada through financing pursuant to this agreement shall, unless otherwise agreed by the United States Government, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out this project. The Government of Grenada, unless otherwise agreed by the United States Government, shall offer to return to the United States Government or to reimburse the United States for, any property which it obtains through financing by the United States Government pursuant to this Agreement which is not used in accordance with the preceding sentence.

F. The Agreement shall enter into force when signed. All or any part of the assistance provided herein may be terminated by either government if that Government determines that by changed conditions in Grenada such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

It is expressly understood that the obligations under paragraph E relating to the use of property shall remain in force after such termination.

IN WITNESS WHEREOF, The Government of Grenada and AID, each acting through its duly authorized representative, have caused this Agreement to be agreed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

By: Roy Haverkamp
Roy Haverkamp

Title:
Chargé d'Affaires

GRENADA

By: Herbert Blaize
Herbert Blaize

Title:
Prime Minister

By: James W. Habron
James W. Habron

Title:
AID Representative/Grenada