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1987-08-16

A G R E E M E N T

between

The Government of the United States of America

and

The Law Reform Commission of The Gambia

Individual Activity Agreement: No. 6635001

Title: Law Reform Commission

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

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

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

January 23, 1987

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

January 23, 1987

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

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

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

The Law Reform Commission of The Gambia

  
(Justice)

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

23/7/86

Date

23/7/86

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

Government of The United States

U.S.A.I.D, Banjul

Byron Bahl  
Byron H. Bahl  
Charge' D'Affaires

Byron Bahl  
Byron H. Bahl

23/7/86  
Date

23/7/86  
Date

AID Accounting Data

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

Standard Provisions for Special Development Assistance

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

Attachment # 2 to IAA 6635001

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

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

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

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

23/7/86  
Date