

6359801
KD MAY 9210
150-16227

A G R E E M E N T

3/28/85 \$2,500.

between

6/27/85 \$5,000.

The Government of the United States of America

TOTAL \$7,500.

and

The Gambia Law Foundation
Ministry of Justice Banjul, The Gambia

Individual Activity Agreement: No. 5635004

Title: District Tribunal Training Program

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

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

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

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

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

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

25

AMENDMENT TO IAA # 5635004

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

H. Clay Black
H. Clay Black
Charged

Date: 6/27/85

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

Date: 27/6/85

USAID BANJUL Thomas Mahoney
Thomas Mahoney
Acting AID Representative

DATE: 6/27/85



DELIVERY PERIOD- SIX MONTHS December 27, 1985

TERMINAL DATE OF ISSUANCE OF IMPLEMENTING DOCUMENTS December 27, 1985

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

Standard Provisions for Special Development Assistance

Attachment No. 1 to Individual Activity Agreement No. 5635001

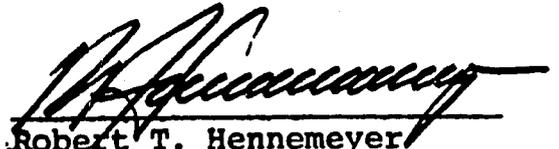
- A. The Embassy shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.
- B. The parties shall have the right at any time to observe operations carried out under this Agreement. Either party during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

Attachment # 2 to IAA

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

Certification:

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


Robert T. Hennemeyer
Ambassador

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