

PD-AY-304

A.I.D. Project Number: 698-9801.36

PROJECT

GRANT AGREEMENT

BETWEEN

THE REPUBLIC OF SIERRA LEONE

and the

UNITED STATES OF AMERICA

for

THE HUMAN RIGHTS PROJECT

Dated: July 29, 1988

Project No: 698-9801.36

Total Obligated Amount: \$50,000

Appropriation Symbol: 72-1181014

Budget Plan Code: GSSA-88-21636-KG75

(Allowance: 814-59-636-00-75-81)

RCN: C 830031

Table of Contents

Project Grant Agreement

	<u>Page</u>
Article 1:           The Agreement	4
Article 2:           The Project	4
SECTION 2.1.     Definition of Project	4
SECTION 2.2.     Incremental Nature of Project	4
Article 3:           Financing	5
SECTION 3.1.     The Grant	5
SECTION 3.2.     Grantee Resources for the Project	5
SECTION 3.3.     Project Assistance Completion Date	5
Article 4:           Conditions Precedent to Disbursement	6
SECTION 4.1.     First Disbursement	6
SECTION 4.2.     Additional Disbursement	6
SECTION 4.3.     Notification	6
SECTION 4.4.     Terminal Dates for Conditions Precedent	6
Article 5:           Special Covenants	7
SECTION 5.1.     Project Evaluation	7
Article 6:           Procurement Source	7
SECTION 6.1.     Foreign Exchange Costs	7
SECTION 6.2.     Local Currency Costs	7
Article 7:           Disbursements	7
SECTION 7.1.     Disbursement for Foreign Exchange Costs	7
SECTION 7.2.     Disbursement for Local Currency Costs	8
SECTION 7.3.     Other Forms of Disbursement	9
SECTION 7.4.     Rate of Exchange	9
Article 8:           Miscellaneous	9
SECTION 8.1.     Communications	9
SECTION 8.2.     Representatives	9
SECTION 8.3.     Standard Provisions Annex	10

Table of Contents

Amplified Description of the Project

	<u>Page</u>
Article I: General Project Description	11
A. Overview	11
B. Project Components:	11
1. Training of Local Court Personnel	11
2. Training of Court Stenographers	13
3. Support to the Law Library	14
4. Equipment for Courts and Related Offices	14
5. Society for the Preservation of Human Rights	15
Article II: Illustrative Budget	17
Article III: Project Implementation	18
Article IV: Monitoring and Evaluation	20
<u>Project Grant Standard Provisions Annex</u>	
Article A: Project Implementation Letters	21
Article B: General Covenants	21
SECTION B.1. Consultation	21
SECTION B.2. Execution of Project	21
SECTION B.3. Utilization of Goods and Services	22
SECTION B.4. Taxation	22
SECTION B.5. Reports, Records, Inspections, Audits	22
SECTION B.6. Completeness of Information	23
SECTION B.7. Other Payments	23
SECTION B.8. Information and Marking	23
Article C: Procurement Provisions	23
SECTION C.1. Special Rules	23
SECTION C.2. Eligibility Date	23
SECTION C.3. Plans, Specifications, and Contracts	23
SECTION C.4. Reasonable Price	24
SECTION C.5. Notification to Potential Suppliers	24
SECTION C.6. Shipping	24
SECTION C.7. Insurance	25
SECTION C.8. U.S. Government-Owned Excess Property	26
Article D: Termination; Remedies	26
SECTION D.1. Termination	26
SECTION D.2. Refunds	26
SECTION D.3. Nonwaiver of Remedies	27
SECTION D.4. Assignment	27

A.I.D. Project No. 698-9801.36

Project Grant Agreement

Dated: July 29, 1988

Between

The Republic of Sierra Leone ("Grantee") <sup>1/</sup>

And

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

Article 1: The Agreement

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

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of the provision of training and commodities to (1) improve the quality of the judicial system of Sierra Leone, especially with respect to the efficiency and accuracy of the process by which judicial proceedings are recorded and by which records are maintained, and (2) support the Bar Association's Society for the Preservation of Human Rights to expand its activities in the area of promoting and protecting Human Rights, particularly with respect to its undertaking a vigorous campaign to promote a greater awareness of the constitutional protections guaranteed to all Sierra Leoneans. Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.3, without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with

<sup>1/</sup> The phrase "Cooperating Country" may be used in lieu of "Grantee" throughout the Agreement.

Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

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

### Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed fifty-thousand United States ("U.S.") dollars (\$50,000) ("Grant").

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

### SECTION 3.2. Grantee Resources for the Project.

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

(b) The resources provided by Grantee for the Project, including costs borne on an "in-kind" basis, will be as set forth in Paragraph C, Grantee Contribution, in Article II, Illustrative Budget, of Annex 1, Amplified Description of the Project.

### SECTION 3.3 Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is July 31, 1990, or such other date as the Parties may agree to in writing, is the date by which the parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

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

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

Article 4: Conditions Precedent to Disbursement

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

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

(b) A statement of the name of the person holding or acting in the office of the grantee specified in Section 8.3., and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 4.2. Not Applicable

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

SECTION 4.4 Terminal Dates for Conditions Precedent.

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

Article 5: Special Covenants

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

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

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

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

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

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having, with respect to goods, their source and origin, and with respect to services their nationality in Sierra Leone and in countries included in A.I.D. Geographic Code 941 (of the AID Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs") except as AID may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance. Ocean transportation costs will be financed under the grant only on vessels under flag registry of the Cooperating Country, the United States, and other countries included in AID Geographic Code 941 except as AID may otherwise agree in writing.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as AID may otherwise agree in writing, their origin in the Republic of Sierra Leone ("Local Currency Costs"). To the extent provided for under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required for the Project.

Article 7: Disbursement

SECTION 7.1 Disbursement for Foreign Exchange Costs.

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

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

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

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

#### SECTION 7.2 Disbursement for Local Currency Costs.

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

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

(1) by acquisition by A.I.D. with U.S. Dollars by purchase or from local currency already owned by the U.S. Government; or

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

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

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

SECTION 7.4 Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into the Republic of Sierra Leone by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into currency of the Republic of Sierra Leone at the highest rate of exchange which, at the time the conversion is made, is not unlawful in the Republic of Sierra Leone.

Article 8: Miscellaneous

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

To the Grantee:

Mail and Cable Address: Ministry of Justice,  
Law Offices Department,  
Guma Building,  
Lamina Sankoh Street, Freetown  
Attn: Solicitor-General

To A.I.D.:

Mail and Cable Address: U.S.A.I.D., American Embassy, Walpole  
Street, Freetown

Copies of all correspondences under the Project should be sent to:  
Regional Legal Advisor, REDSO/WCA, 01 B.P. 1712, Abidjan 01, Cote  
d'Ivoire

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

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Solicitor General of Sierra Leone and A.I.D. will be represented by the individual holding or acting in the office of A.I.D. Affairs Officer, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description

in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3 Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

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

UNITED STATES OF AMERICA

Signed: Cynthia Shepard Perry

By: Cynthia Shepard Perry

Title: United States Ambassador

REPUBLIC OF SIERRA LEONE

Signed: Abdulai Conteh

By: Abdulai Conteh

Title: Attorney General and  
Minister of Justice

AGENCY FOR INTERNATIONAL DEVELOPMENT

Signed: Robert Kidd

By: Robert Kidd

Title: Acting AID Affairs Officer

AMPLIFIED DESCRIPTION OF THE PROJECT

ARTICLE I: GENERAL PROJECT DESCRIPTION

A. Overview

The project is designed to (1) improve the quality of the judicial system of Sierra Leone, especially with respect to the efficiency and accuracy of the process by which judicial proceedings are recorded and by which records are maintained, and (2) support the Bar Association's Society for the Preservation of Human Rights (the "Society") to expand its activities in the area of promoting and protecting Human Rights, particularly with respect to its undertaking a vigorous campaign to promote a greater awareness of the constitutional protections guaranteed to all Sierra Leoneans.

The project has five components: (1) training of local court personnel especially court clerks and bailiffs, (2) training of court stenographers for the Supreme Court, the Court of Appeals, and for some of the ten High Courts, (3) the supply of books and recent periodicals for the Law Library located in the Law Courts building in Freetown and for the law library of the Law Offices Department of the Ministry of Justice, (4) the supply of various equipment and commodities including typewriters, mimeograph machines and photocopying machines, and (5) support to the Society for the Preservation of Human Rights for its activities in the area of promoting and protecting Human Rights, particularly with respect to its undertaking a vigorous campaign to educate the general public about the rights of citizens under the constitution of Sierra Leone and the United Nation's Declaration of Human Rights.

B. Project Components

1. Training of Local Court Personnel

a. Background

There are approximately 236 Local Courts in Sierra Leone. These courts serve about 80 percent of the population. Each local court is presided over by a chairman who is appointed for a term of generally three years after which reappointment is possible. These local judges or chairmen have, since the Local Courts Act of 1963, replaced the local chiefs as the judges at the local level.

These chairmen are required to apply customary law and receive the advice of customary law assessors selected from among the tribal elders.

A written record of the proceeding is kept by a court clerk. Once a decision is reached, it must be announced in open court and include an explanatory statement. The decision may then be raised for review to the provincial customary law officer or the district officer, or appealed directly to the Group Local Appeals Courts (now in disuse) or the District Appeals Court which is presided over by a magistrate. The magistrate and any higher court judges handling an appeal from a customary law judgment are required to be advised by customary law assessors from the tribal group in question. They must abide by customary law in their decisions unless the result is found to be unconscionable or contrary to public policy.

The local courts are a hybrid institution. On the one hand, they continue to be guided basically by the customary law of the various tribes but, on the other, the application of that law is now subject to the protections afforded by a written public record, public announcement of the decision and explanation, and the possibility of review at a higher level.

Thus, the local court is a subtle vehicle of modernization which is introducing procedural protections from the English law and certain principles of accountability of public officials.

Although the reputation of the local courts is generally good, several problems exist. First, court personnel are invariably insufficiently trained. Second, virtually all of the courts suffer from a lack of suitable accommodations and equipment to run the courts properly and efficiently. Thus, there is a great need for trained personnel along with equipment such as desks, chairs, benches, record books, cupboards, typewriters, and stationary.

#### b. Description of Project Component

The basic personnel at the local courts are (1) the chairman, who is often illiterate and lacking in an understanding of common law judicial processes, (2) the court clerk who is responsible for preparing an intelligible record of court proceedings, which, in turn, requires the ability to understand the legal nature of a particular claim and the ability to identify items of evidence which are most relevant, and (3) bailiffs who are responsible for serving notices, summonses, collecting judgments and keeping related records and accounts.

The Ministry of Justice, and in particular the customary law officers are in the process of designing a training course for all these personnel. They plan to bring local court personnel to the respective provincial capitals (Kenema, Bo, and Makeni) for an intensive training course of four to five weeks. (This could be repeated periodically.) Faculty for the course would be drawn from local schools and law practitioners as well as court supervisors.

The Project will fund the design of the training course and the cost of conducting the training.

The curriculum for the training will be based on the Local Courts Act of 1963, local court rules, and the customary laws of Sierra Leone. Other topics such as the system of local jurisprudence and general law in Sierra Leone including torts, contracts, and court procedure will be included, as well as courses in English composition and basic accounting.

An example of an appropriate training staff would be one composed of two customary law officers, three senior administrative officers knowledgeable in customary law and administration, and two law tutors (preferably a judge of the Appeals Court and a senior private practitioner.)

## 2. Training of Court Stenographers

### a. Background

Currently, in the Magistrates' Court and in the High Court, the verbatim record is done by a court clerk without special training in stenographic skills. Appellate arguments are handled with the judge taking his own notes of the argument in his own informal shorthand. Before the record can be sent to the next level of tribunal, these notes must be transcribed, corrected, and typed again. Because of the judges' and magistrates' caseload volume, transcription work is placed at the end of the work agenda. As a result, a delay of two to two and one-half years is common. With prompt recording of court proceedings, it is estimated that delays can be cut one-half to two-thirds.

### b. Description of Project Component

The first priorities for the assignment of trained court stenographers are the Supreme Court, the Court of Appeals, and the High Court (the latter consisting of ten high level appeals courts throughout the country). Two stenographers will be trained initially. Each will also be instructed in teacher training so that they can pass on some of their skills to others. Currently, there is no capability for this type of training in Sierra Leone.

Thus, the project will finance the training of two stenographers in the U.S. or a third country.

Additionally, the Project will fund in-country training to be performed by the two stenographers trained in the U.S. or in a third country.

### 3. Support to the Law Library

#### a. Background

A critical constraint to the efficient operation of the legal system and its ability to serve justice is the lack of ready access to legal references and a reasonably equipped and functioning law library. The existing library is located in the Law Courts building. Its texts, periodicals, and other reference materials are very inadequate and antiquated. A lawyer, newly-returned from the U.K., who engages in private practice will have an advantage over his colleague who has not been abroad for several years. The latter will simply not be current. If he is employed by the Government, the combination of his low salary and the high cost of foreign exchange, when available, will make it virtually impossible for him to import current reference materials. The Government (Ministry of Justice) is no better off due to the lack of budgetary resources. The newly-returned lawyer or wealthy lawyer is, therefore, in a much better position to represent his client since he usually brings with him or purchases a basic set of references. These differences among lawyers, with respect to their access to the latest and most complete legal developments, result in very real disparities in the quality of service provided by lawyers and, hence, in the treatment of their clients by the judicial system.

#### b. Description of Component

Under this component the project will fund the procurement of law books, texts, journals, and periodicals. The objective is to provide a basic set of current legal references. The existing law library is located in the Law Courts building and is readily accessible to all members of the profession and to students of the new law school. A competent law librarian is employed. Materials will also be provided to the law library of the Law Offices Department of the Ministry of Justice.

The composition and source of the minimum basic set of current materials will be devised and worked out between officials of the Ministry of Justice and A.I.D.'s regional legal advisor.

### 4. Equipment for Courts and Related Offices

#### a. Background

Every court in the country lacks basic materials, supplies and equipment. These shortages have a very damaging effect on both the efficiency and the morale of judicial personnel. The range of items necessary to efficiently operate the courts system is well beyond the scope of this Project. Nevertheless, there are some commodities which could make a measurable and positive impact on the efficiency of the court and legal system.

b. Description of Component

Funds under the Project will be used to procure:

i. 3 or 4 manually operated mimeograph machines including a 2-year supply of spares and stencils. The allocation of the machines shall be as follows: 1 for the Society for the Preservation of Human Rights; the remaining 2 or 3 for the Ministry of Justice to allocate to appropriate courts to be worked out between the Ministry of Justice and the A.I.D. Regional Legal Advisor.

ii. 15 or approximately 15 manually operated typewriters: 1 to be supplied to the Society for the Preservation of Human Rights; the remaining typewriters to be allocated as agreed by the Ministry of Justice and the A.I.D. Regional Legal Advisor.

iii. 3 small photocopying machines: 1 to be supplied to the Society for the Preservation of Human Rights; the remaining photocopying machines to be supplied to the Supreme Court and the Ministry of Justice.

iv. 4 stenotype machines: 1 to be supplied to the Supreme Court; 1 to be supplied to the Court of Appeals; the remaining machines to be allocated among the ten High Courts as determined by the Ministry of Justice.

5. Society for the Preservation of Human Rights

a. Background

The Society for the Preservation of Human Rights was formed in July 1985. It is the only organization of its type in Sierra Leone. Its membership includes not only lawyers in both public and private practice but also businessmen, journalists, other professionals, and other private citizens as well. Women, especially women lawyers in private practice, are well represented.

The society monitors prison conditions and, through collaboration with the media, has been instrumental in calling the attention of the public to the need for better treatment of prisoners and for an improvement in their living conditions.

The Society also actively documents cases of abuse of police powers and detention without bail or refusal to grant bail. It has been somewhat successful in effecting remedial action in cases where fundamental rights have been infringed upon or violated.

b. Description of Project Component

The Society has the plans but not the resources to initiate a vigorous campaign to educate the general public, many of whom are illiterate and comprise both the rural and urban poor, about their fundamental rights under the Constitution of Sierra Leone.

The Society is a non-profit organization. Through membership fees and gifts, it has acquired office space in Freetown, but it has insufficient funds to staff and equip the office.

In addition to providing a mimeograph machine, photocopying machine, and a manual typewriter -- all described in earlier subsections of this General Project Description -- the Project will provide funding to the Society for educational materials and supplies necessary to conduct an effective, countrywide, public education campaign. See Article II, Item B.6 below for the amount set aside for this purpose.

ARTICLE II: ILLUSTRATIVE BUDGET

The Illustrative Budget set forth below provides the planned contributions of the Parties. Changes may be made to the plan by written agreement of the representatives of the Parties identified in Section 8.2 without formal amendment of the Agreement, provided such changes do not cause (1) A.I.D.'s grant contribution to exceed the amount set forth under Section 3.1.

A. Training

1. Local Court Personnel (In-Country)	\$ 4,000
2. Court Stenographers (U.S. or Third Country)	8,000
(In-Country)	2,000

B. Commodities

1. Law Books, Texts, Journals	\$12,000
2. Manual Mimeograph Machines	6,400
3. Manual Typewriters	3,600
4. Photocopy Machines	6,000
5. Stenotype Machines	4,000
6. Educational Materials and Supplies	4,000

TOTAL \$50,000

C. Grantee Contribution

In addition to its general obligation under Section 3.2 (a) of this Agreement to provide funds and resources needed for the Project, the Grantee shall, except as otherwise agreed in writing by A.I.D., make the following inputs to the Project:

1. The cost of international travel of the two participant trainee court stenographers, including incidental costs en route as well as the cost of travel between the participants' city and the points of departure and return to Sierra Leone.
2. The local support costs for in-country training activities.

ARTICLE III: PROJECT IMPLEMENTATION

A. Implementing Documentation

Funds for the project as a whole shall be obligated through the execution of this Project Grant Agreement. However, funds will be sub-obligated to the Society for the Preservation of Human Rights for educational materials and supplies (budget item no. B.6 of Article II above) necessary to conduct its public education campaign. The sub-obligating document will be an A.I.D. Handbook 13 Grant for non-U.S., non-governmental organizations.

B. Administration

The implementing agency of the Government of Sierra Leone is the Ministry of Justice. The key counterpart personnel are the Attorney General and the Solicitor General. The Solicitor General shall be the Project Manager.

On the part of A.I.D., the A.I.D. Affairs Officer shall be responsible for carrying out the Project. In his absence, this responsibility will be assumed, as appropriate, by personnel in USAID/Monrovia, REDSO/WCA, and the American Embassy, Freetown.

C. Procurement

Procurement of all commodities, except those to be funded under item B.6 of Article II, Illustrative Budget, shall be by direct A.I.D. procurement. Commodities funded under item B.6 of Article II (educational materials and supplies) shall be procured directly by the Society for the Preservation of Human Rights for its countrywide educational campaign. These funds shall be sub-obligated to the Society under an A.I.D. Handbook 13 grant. It is contemplated that advances will be made to the Society upon satisfaction by A.I.D. that it has an adequate internal accounting system to account for the funds advanced.

Except as otherwise agreed by A.I.D. in writing, all commodities purchased under this Project Grant Agreement (including the sub-obligation to the Society for the Preservation of Human Rights) shall have their source and origin in Sierra Leone or in countries included in A.I.D. Geographic Code 941 as provided in A.I.D. Handbook 18, Appendix D, Section III Attachment A 11 (page A 11-16).

D. Implementation Schedule

1. Project Grant Agreement signed - July 29, 1988
2. Grant sub-obligation to Society for Preservation of Human Rights signed - August 1988

3. Ministry of Justice submits to A.I.D nominations and supporting data for participant training - October 1988
4. Ministry of Justice submits list of law books, texts, and periodicals to A.I.D. for A.I.D./RLA concurrence - October 1988
5. Preparation of PIO/Cs for commodities by REDSO/WCA or AID/W - October 1988
6. Preparation by REDSO/WCA or AID/W of PIO/Ps for participants to be trained in stenographic skills - November 1988
7. Training of participants in stenographic skills - January 1989
8. Ministry of Justice submits to A.I.D. plan for in country training of local court personnel including training curriculum - January 1989
9. Shipment of commodities - February 1989
10. Receipt of commodities - April 1989
11. In country training course for local court personnel - July - Sept 1989

ARTICLE IV: MONITORING AND EVALUATION

A. Monitoring

At the end of the first year of the Project, the Ministry of Justice and the Society for the Preservation of Human Rights shall each furnish to A.I.D. an annual report concerning the activities undertaken under the Project. Such reports shall be furnished at the end of each subsequent year of the Project.

B. Evaluation

Evaluation is a built-in component of this Project. It is designed to ensure that Project purposes have been attained. It attempts to measure what changes have taken place and the impact of the Project over its life. Personnel of A.I.D., as appropriate, along with personnel of the Ministry of Justice and of the Bar Association of Sierra Leone, as appropriate, shall take part in the evaluation.

Project Grant Standard

Provisions Annex

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

Article A: Project Implementation Letters

To assist Grantee in the implementation of the Project, A.I.D., from time to time, will issue Project Implementation Letters that will furnish additional information about matters stated in this Agreement. The parties may also use jointly agreed-upon Project Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement. Project Implementation Letters will not be used to amend the text of the Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement, including the revision of elements of the amplified description of the Project in Annex 1.

Article B: General Covenants

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

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

(a) carry out the Project or cause it to be carried out with due diligence and efficiency, in conformity with sound technical, financial, and management practices, and in conformity with those documents, plans, specifications, contracts, schedules or other arrangements, and with any modifications therein, approved by A.I.D. pursuant to this Agreement; and

(b) provide qualified and experienced management for, and train such staff as may be appropriate for the maintenance and operation of the Project, and, as applicable for continuing activities, cause the Project to be operated and maintained in such manner as to assure the continuing and successful achievement of the purposes of the Project.

SECTION B.3. Utilization of Goods and Services.

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

(b) Goods or services financed under the Grant, except as A.I.D. may otherwise agree in writing, will not be used to promote or assist a foreign aid project or activity associated with or financed by a country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use. [See HB 18.]

SECTION B.4. Taxation.

(a) This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in the territory of the Grantee.

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

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

The Grantee will:

(a) furnish A.I.D. such information and reports relating to the Project and to this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, books and records relating to the Project and to this Agreement, adequate to show, without limitation, the receipt and use of goods and services acquired under the Grant. Such books and records will be audited regularly, in accordance with generally accepted auditing standards, and maintained for three years after the date of last disbursement by A.I.D.; such books and records will also be adequate to show the nature and extent of the solicitations of prospective suppliers of goods and services acquired, the basis of award of contracts and orders, and the overall progress of the Project toward completion; and

(c) afford authorized representatives of a Party the opportunity at all reasonable times to inspect the Project, the utilization of goods and services financed by such Party, and books, records, and other documents relating to the Project and the Grant.

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

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

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

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

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

Article C: Procurement Provisions

SECTION C.1. Special Rules.

(a) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(b) Premiums for marine insurance placed in the territory of the Grantee will be deemed an eligible Foreign Exchange Cost, if otherwise eligible under Section C.7(a).

(c) Any motor vehicles financed under the grant will be of United States manufacture, except as A.I.D. may otherwise agree in writing.

(d) Transportation by air, financed under the Grant, of property or persons, will be on carriers holding United States certification, to the extent service by such carriers is available. Details on this requirement will be described in a Project Implementation Letter.

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

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

(a) The Grantee will furnish to A.I.D. upon preparation,

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

(2) such documentation will also be furnished to A.I.D., upon preparation, relating to any goods or services, which, though not financed under the Grant, are deemed by A.I.D. to be of major importance to the Project. Aspects of the Project involving matters under this subsection (a)(2) will be identified in Project Implementation Letters;

(b) Documents related to the prequalification of contractors, and to the solicitation of bids or proposals for goods and services financed under the Grant will be approved by A.I.D. in writing prior to their issuance, and their terms will include United States standards and measurements;

(c) Contracts and contractors financed under the Grant for engineering and other professional services, for construction services, and for such other services, equipment or materials as may be specified in Project Implementation Letters, will be approved by A.I.D. in writing prior to execution of the contract. Material modifications in such contracts will also be approved in writing by A.I.D. prior to execution; and

(d) Consulting firms used by the Grantee for the Project but not financed under the Grant, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, and construction contractors used by the Grantee for the Project but not financed under the Grant, shall be acceptable to A.I.D.

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

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

SECTION C.6. Shipping.

(a) Goods which are to be transported to the territory of the Grantee may not be financed under the Grant if transported either: (1) on an ocean vessel or aircraft under the flag of a country which is not

included in A.I.D. Geographic Code 935 as in effect at the time of shipment, or (2) on an ocean vessel which A.I.D., by written notice to the Grantee has designated as ineligible; or (3) under an ocean or air charter which has not received prior A.I.D. approval.

(b) Costs of ocean or air transportation (of goods or persons) and related delivery services may not be financed under the Grant, if such goods or persons are carried: (1) on an ocean vessel under the flag of a country not, at the time of shipment, identified under the paragraph of the Agreement entitled "Procurement Source: Foreign Exchange Costs," without prior written A.I.D. approval or on a non-U.S. flag air carrier if a U.S. flag carrier is available (in accordance with criteria which may be contained in Project Implementation Letters) without prior written A.I.D. approval; or (2) on an ocean vessel which A.I.D., by written notice to the Grantee, has designated as ineligible; or (3) under an ocean vessel or air charter which has not received prior A.I.D. approval.

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

#### SECTION C.7. Insurance.

(a) Marine insurance on goods financed by A.I.D. which are to be transported to the territory of the Grantee may be financed as a Foreign Exchange Cost under this Agreement provided (1) such insurance is placed at the lowest available competitive rate, and (2) claims thereunder are payable in U.S. dollars or, as A.I.D. may agree in writing, in the currency in which such goods are financed or in any freely convertible currency. If the Grantee (or government of Grantee), by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the territory of the Grantee financed by A.I.D. hereunder will be insured against marine risks and such insurance will be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(b) Except as A.I.D. may otherwise agree in writing, the Grantee will insure, or cause to be insured, goods financed under the Grant imported for the Project against risks incident to their transit to the point of their use in the Project; such insurance will be issued on terms and conditions consistent with sound commercial practice and will insure the full value of the goods. Any indemnification received by the Grantee under such insurance will be used to replace or repair any material damage or any loss of the goods insured or will be used to reimburse the Grantee for the replacement or repair of such goods. Any such replacements will be of source and origin of countries listed in A.I.D. Geographic Code 935 as in effect at the time of replacement, and, except as the Parties may agree in writing, will be otherwise subject to the provisions of the Agreement.

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

Article D: Termination; Remedies.

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

SECTION D.2. Refunds.

(a) In the case of any disbursement which is not supported by valid documentation in accordance with this Agreement, or which is not made or used in accordance with this Agreement, or which was for goods or services not used in accordance with this Agreement, A.I.D., notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Grantee to refund the amount of such disbursement in U.S. Dollars to A.I.D. within sixty (60) days after receipt of a request therefor.

(b) If the failure of Grantee to comply with any of its obligations under this Agreement has the result that goods or services financed under the Grant are not used effectively in accordance with this Agreement, A.I.D. may require the Grantee to refund all or any part of the amount of the disbursements under this Agreement for such goods or services in U.S. Dollars to A.I.D. within sixty (60) days after receipt of a request therefore.

(c) The right under subsection (a) or (b) to require a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Agreement.

(d) (1) Any refund under subsection (a) or (b), or (2) any refund to A.I.D. from a contractor, supplier, bank or other third party with respect to goods or services financed under the Grant which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (A) be made available first for the cost of goods and services required for the Project, to the extent justified, and (B) the remainder, if any, will be applied to reduce the amount of the Grant.

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

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

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